

Carroll Consolidated School Corporation School Psychologist Contract

This **School Psychologist Contract** (Contract) is entered into on the date written below between **Carroll Consolidated School Corporation** (CCSC), by the School Board of Trustees (Board) and **Scott Andrews** (School Psychologist).

Recitals

- A. CCSC desires to retain the knowledge and experience of and to employ School Psychologist as School Psychologist;
- B. School Psychologist desires to be employed by CCSC;
- C. CCSC and School Psychologist hereby enter into and reduce to writing the terms of service of School Psychologist in accordance with Indiana Code 20-28-8-3, *et seq.*;

Therefore, CCSC hereby employs School Psychologist and the School Psychologist hereby agrees to be employed as School Psychologist under the following terms and conditions:

- 1) **Term of Contract.** The Term of this Contract shall begin on July 1, 2019, (Effective Date) and shall continue until June 30, 2020 (Expiration Date), or until such earlier time as Employment is terminated as provided by Indiana law or in this Contract.
- 2) **Contract Year.** The contract term applicable to this contract shall be one hundred fifty-four (154) work days. Compensation shall be pro-rated in the first year based upon actual start date.
- 3) **Renewal/Non-Renewal.** Unless preliminary written notice is given by a party prior to January 1, this Contract will be automatically extended for an additional year.
- 4) **Duties, Extent of Service, and Relationship of the Parties**
 - a) **Duties.** During the Employment Term, School Psychologist shall serve CCSC as the School Psychologist of the Carroll Consolidated School Corporation, and shall have such duties as may be prescribed by law, set forth by CCSC policy, and as are assigned by the Special Education Director, Superintendent, or Board of School Trustees from time to time and as further described in the attached Position Description. Duties may include reassignment to other Administrative positions within CCSC, depending on availability and need.
 - b) **Reports to the Special Education Director and Superintendent.** The School Psychologist reports to the Special Education Director and/or Superintendent, and is also expected to supply regular activity reports to the Board of School Trustees.

- c) **Extent of Service.** The school psychologist is expected to work 4 days a week or a total of 144 days during the student school year. 10 days are expected before and after the regular student school year for assessments and preparation for a grand total of 154 days. Due to the nature of this position, the school psychologist is expected to be available before and after school hours for school meetings, if required.
 - d) **Professional Growth.** The Board encourages the continuing professional growth of the School Psychologist through participation in professional seminars, programs, and conferences sponsored by local, state, and national School Psychologist and school board associations, as well as seminars offered by public or private educational institutions, groups, persons, or associations, and will pay the expenses of same as approved and provided by the Board in its annual budget.
 - e) **Notification of Allegations or Findings of Misconduct.** The School Psychologist shall notify the Superintendent, in writing, of any arrest, indictment, conviction, no contest or guilty plea, including the disposition of any of the aforesaid, or any other event which could be characterized as official misconduct or breach of moral or ethical duty within five (5) calendar days of the occurrence of any such event.
- 5) **Evaluation.** No less than annually, on or before December 1 of each year, the Special Education Director shall meet with the School Psychologist to review, evaluate and provide feedback on the School Psychologist's performance as provided by State law and CCSC policy.
- 6) **Compensation and Benefits.** As payment for services, CCSC will pay the School Psychologist as follows:
- a) **Salary.** The salary effective upon commencement of this contract, shall be ~~\$70,000.00~~ to be paid according to the remaining CCSC compensation payment schedule at the commencement of this contract over 26 pay periods. Since compensation is prorated due to a later start the first year, the prorated salary will be distributed evenly through the remaining CCSC scheduled pay periods.
 - b) **Contribution for Health Insurance, Tax-Favored Health Plans.** In lieu of insurance as provided in paragraph O of Article III of the Teacher's Master Contract, The Corporation shall contribute the amount of \$14,100 for a family insurance plan OR \$5,600 for a single insurance plan, to be applied toward the School Psychologist's premium of the Corporation group health insurance program or Corporation-sponsored Health Savings (or similar) accounts selected by the School Psychologist. Effective January 1, 2020, The Corporation shall contribute the amount of \$14,900 for a family insurance plan OR \$5,900 for a single insurance plan
 - i) In the event that the School Psychologist does not participate in a Tax-Favored Health Plan, or attains the maximum allowable contribution amount permitted by IRS regulations, any Contribution Amount not applied to the School Psychologist's Plan

premium or Tax-Favored Health Plan as set forth above will be retained by the Corporation.

- ii) School Psychologist may elect a payroll deduction of an additional amount to contribute to School Psychologist's Tax-Favored Health Plan, up to the contribution limit imposed by the IRS. The election or change of this amount may be made only at initial sign-up or at open enrollment (plan renewal).
 - iii) Any adjustments made by the School Psychologist or the insurer due to change in School Psychologist's status or plan, due to qualifying events or other changes, will be adjusted accordingly within the above parameters.
- c) Salary Reportable to ISTRF Retirement Fund. The total of the foregoing amounts a through b is intended to represent the School Psychologist's basic salary as defined by IC 5-10.2-4-3, and such amounts shall be used to determine the average annual compensation defined in IC 5-10.2-4-3 and reported to the Indiana State Teacher Retirement Fund for the School Psychologist.
- d) Vision Insurance. The Corporation shall contribute the amount as provided in the Teacher's Master Contract to be applied toward vision insurance.
- e) Life Insurance. The Corporation shall provide a life insurance policy equal in coverage to the annual salary of the School Psychologist (as noted in paragraph a above).
- f) Section 403(b) Annuity Plan. The Board also shall establish and maintain a Section 403(b) Annuity Plan ("403(b)") for the School Psychologist. Contributions made on behalf of the School Psychologist shall immediately vest with the School Psychologist. For the initial term of this Contract, School Psychologist's contribution of 1 ½% or greater will result in Board contribution of ¾ of 1% (.75%)
- g) Personal Leave. The School Psychologist shall be entitled to two personal leave days per year.
- h) Other Leave Benefits. If not otherwise set forth in this Contract, the School Psychologist shall be entitled to other leave benefits as set forth in the Master Contract for Teachers.
- i) Professional Dues. Carroll will pay the usual and customary dues and fees for membership in the Indiana Association of School Psychologists.
- j) Full-Time FSLA-Exempt Employee. School Psychologist is considered a full-time employee and by virtue of compensation and duties is exempt from FSLA overtime requirements.
- 7) Income Protection/Disability Plan. The Board shall provide the School Psychologist with an income protection plan in the amount set forth in Paragraph 6) a) and 6) b) iii), above.

- 8) **Reimbursement of Expenses.** The Board will reimburse the School Psychologist for reasonable and customary expenses incurred while doing school business.
- 9) **Professional liability.**
- a) **Indemnity.** CCSC shall defend, hold harmless and indemnify School Psychologist from any and all demands, claims, suits, actions and legal proceedings brought against School Psychologist in individual or official capacity as an agent or an employee of CCSC, in connection with any matter arising while the School Psychologist was acting within the scope of employment, as provided by IC 20-26-5-4(17) or a successor statute.
- b) **Separate Legal Counsel.** If School Psychologist in good faith considers that a conflict exists in regard to the defense of any such claim between his legal position and the legal position of CCSC or other named parties, School Psychologist shall have the right to employ separate legal counsel, in which case CCSC shall indemnify School Psychologist for the costs of legal defense, to the extent permitted by Ind. Code 20-26-5-4(17) or a successor statute.
- 10) **Termination/Separation of Employment**
- a) **By Consent of the Parties.** On any date, by mutual written consent of the parties.
- b) **Termination by CCSC for Cause.** Before the expiration date set forth in the contract, if the Corporation terminates the contract for cause under a statute that sets forth causes for dismissal of teachers. However, the CCSC must give the School Psychologist proper notice and advice of private conference rights with the Superintendent and Board of School Trustees.
- c) **Termination by Corporation Upon Expiration of Contract.** On the expiration date set forth in the contract, if the Corporation not later than January 1 of the year in which the contract expires gives notice to the School Psychologist in writing, delivered in person or by registered mail.
- d) **Termination by School Psychologist Upon Expiration.** On the expiration date set forth in the contract, if School Psychologist not later than April 1 of the year in which the contract expires gives proper notice in writing to the Corporation.
- e) **No Termination of Agreement Except as Provided.** Except as provided herein, or as otherwise permitted by law, this Agreement cannot be terminated.
- f) **Termination Prior to Expiration of Contract Term.**
- i) **Mutual Agreement.** The parties may terminate this Contract on any date if CCSC and the School Psychologist agree in writing to such termination.

- ii) Resignation of School Psychologist without Notice or Agreement. If the School Psychologist fails to provide due notice of resignation on or before January 1 prior to separation of employment as of the following June 30 as provided in this Contract, any accrued benefits (including, but not limited to, vacation pay) will be forfeited.
- iii) For Cause. The Board of School Trustees (Board) or the Superintendent may elect to terminate this Contract for cause as defined in Indiana Code 20-28-7.5 including, but not limited to, reasons as set forth in this Section, and the Superintendent shall notify the School Psychologist in writing of the reasons for terminating the Contract. The Superintendent shall provide the opportunity for a private conference as provided by Indiana Code 20-28-7.5-2(b). Reasons for Termination for Cause may include:
 - (1) If the Superintendent has determined that the School Psychologist has committed a crime (regardless of whether the School Psychologist has been subject to criminal prosecution), or is convicted of a felony;
 - (2) The School Psychologist fails, without just cause, to follow a written directive of the Superintendent.
 - (3) The School Psychologist fails to meet the minimum requirements for the position, including appropriate certification and licensure;
 - (4) The School Psychologist fails to follow legal CCSC Policy;
 - (5) The School Psychologist receives more than two (2) consecutive poor evaluations with no substantial progress toward correcting areas of concern identified in said evaluations;
 - (6) The School Psychologist has materially misstated qualifications held.
- 11) Extension of Contract. If no notice is given as provided in Paragraph 10, above, the School Psychologist's contract is extended for twelve (12) months following the expiration date of the contract, as provided by IC 20-28-8-3.
- 12) Amendment. This Contract entered into between CCSC and School Psychologist constitute the entire Contract between the parties and cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by CCSC and Principal. This Contract supersedes all prior Contracts between the parties.
- 13) General Terms.
 - a) State Law Construction. The terms of this Agreement shall be construed and regulated by the laws of the State of Indiana.
 - b) Breach and Waiver. The breach of any provision hereunder shall not constitute a breach of the entire Agreement. However, the waiver by any of the parties hereto of a breach by any of the parties hereto shall not be a waiver by the non-breaching party of any subsequent breach of the breaching party.

- c) Severability. The parties agree that each and every paragraph, sentence, term, and provision of this Agreement shall be considered severable and that, in the event a court finds any paragraph, sentence, term, or provision to be invalid or unenforceable, the validity, enforceability, operation, or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Agreement shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

- d) Force Majeure. Except as is otherwise expressly provided herein, neither Carroll nor School Psychologist shall be responsible or liable for any failure of performance under this Agreement when such non-performance or failure to perform is due to any cause directly or indirectly rendering such performance impossible or commercially impracticable, including but not limited to acts of God, floods, fires, explosions, storms, strikes, lockouts, work stoppages, slowdowns, boycotts, picketing, or war.

IN WITNESS WHEREOF, CCSC Board, through duly authorized representation and School Psychologist have signed this Contract on the date written below.

Effective Date: _____

Date Signed: _____

<p>C. David Bordner, President</p> <p>Carroll Consolidated School Corporation Board of Trustees</p>	<p>Scott Andrews</p> <p>Carroll Consolidated School Corporation School Psychologist</p>
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*This instrument prepared by Miriam E. Robeson, Attorney at Law
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