

ATHLETIC DIRECTOR/CORPORATION TITLE IX COORDINATOR CONTRACT OF EMPLOYMENT

This contract (hereafter “this Contract”) alters the basic teacher contract for the employment of Nathan Burkle as Athletic Director/Corporation Title IX Coordinator by the Board of Education of the Rossville Consolidated School District by consent of the parties in the manner permitted by Indiana Law.

1. Parties to this Contract and Definition of Terms.

The parties to this Contract are the:

“*Athletic Director/Corporation Title IX Coordinator*” meaning Nathan Burkle; and the “*Board*” meaning the **Board of School Trustees** acting as the governing body of the Rossville Consolidated School District. The term “*Superintendent*” shall mean the Chief Executive Officer of the Rossville Consolidated School District.

The term “*school year*” as used in this Contract means a period beginning on July 1 of one calendar year and concluding on June 30 of the following calendar year.

2. Employment of Athletic Director/Corporation Title IX Coordinator and Term of Employment.

The Board employs the Athletic Director/Corporation Title IX Coordinator and the Athletic Director/Corporation Title IX Coordinator agrees to be employed by the Board as the Athletic Director/Corporation Title IX Coordinator for Rossville Consolidated School District for the period beginning on July 1, 2021 and concluding on June 30, 2022 subject to the terms of this Contract.

The parties agree that the Athletic Director/Corporation Title IX Coordinator shall provide services on 200 days during the contract. These work days shall be provided in accordance with a schedule of work days established by the Superintendent so as to insure the full and competent performance of the duties established in paragraph 3 of this Contract. Proposed changes in the schedule during the school year shall be submitted to the Superintendent in writing, and approval or disapproval of changes shall be within the discretion of the Superintendent.

The Athletic Director/Corporation Title IX Coordinator’s two hundred (200) scheduled work days shall include sick leave days pursuant to paragraph 4.2 of this Contract and personal leave days pursuant to paragraph 4.3 and any other paid leave pursuant to paragraph

4.4 of this Contract. The two hundred (200) days for the contract year would consist of the 186 teacher contract days, ten days before the start of school and four days following end of school. The Athletic Director/Corporation Title IX Coordinator's performance shall be reviewed at least annually.

3. Duties of Athletic Director/Corporation Title IX Coordinator.

The parties agree that the duties of the position of Athletic Director/Corporation Title IX Coordinator to be performed pursuant to this Contract are set forth in Board policy in a job description for the position which is incorporated into this Contract by reference as a material term. The review of the Athletic Director/Corporation Title IX Coordinator's job performance provided for in this Contract shall be based upon the duties in this job description.

The Athletic Director/Corporation Title IX Coordinator agrees that at all times while he is employed pursuant to this Contract he will fully meet the minimum qualifications for the position of Athletic Director/Corporation Title IX Coordinator.

4. Salary & Benefits.

As consideration for the performance of the duties and meeting the qualifications established by the Contract, the Board agrees that the Athletic Director/Corporation Title IX Coordinator shall receive the following:

4.1. Salary.

The Athletic Director/Corporation Title IX Coordinator shall be paid seventy-one thousand three-hundred dollars (\$71,300). The Athletic Director/Corporation Title IX Coordinator shall be paid in twenty-six (26) equal installments on a schedule fixed for employees of the Board.

4.2. Sick Leave.

The Athletic Director/Corporation Title IX Coordinator shall have available seven (7) paid days for personal illness or illness of a member of the Athletic Director/Corporation Title IX Coordinator's family. The Athletic Director/Corporation Title IX Coordinator shall notify his office staff by telephone of his absence due to illness and shall, upon his return to work, provide written notice to the Superintendent's Office on the form provided. Sick leave days shall accumulate from year to year if unused, but shall not accumulate to exceed ninety (90) sick leave days.

4.3. Personal Leave.

The Athletic Director/Corporation Title IX Coordinator shall be entitled to three (3) days of leave to conduct personal business. Personal leave days shall accumulate to six (6) days. Personal leave days not used during the year and accumulated beyond the six (6) days shall be added to accumulated sick leave thereafter to the maximum allowed. The Athletic Director/Corporation Title IX Coordinator shall provide written notice to the Superintendent's Office prior to his use of his personal days. Personal days immediately before or after a school vacation identified in the school 180-day district calendar period are subject to the Superintendent's approval.

4.4. Other Leave.

The Athletic Director/Corporation Title IX Coordinator shall be entitled to paid or unpaid leave in any other circumstance than sick leave in which paid or unpaid leave is required by state or federal law or permitted by the Board's for its certified employees.

4.5. Health, Life, and Long Term Disability Insurance.

New employees will be insured at the beginning of the first day of the month following employment. In cases wherein an administrator resigns during the school year, his/her insurance will be dropped at the end of the month in which employment was severed.

4.5.1. Health Insurance

The Board's contribution to the cost of Athletic Director/Corporation Title IX Coordinator's health insurance premiums shall be 1.087 times the board's contribution to teacher health insurance rounded to the next highest whole dollar for either a single or family plan. The Athletic Director/Corporation Title IX Coordinator shall pay not less than one (1) dollar per year for the health insurance coverage he elects.

4.5.2. Life Insurance

The Board will provide a \$50,000.00 term life insurance policy with an additional \$50,000.00 accidental death and dismemberment provision for the administrator. The Board's share of the cost of this policy will be 100% less \$1.00.

4.5.3. Group Income Protection Plan

The Board will provide a group income protection plan for the administrator, in case of a qualifying disability. The group income protection plan requires a (90) ninety-day waiting period and a qualifying condition and shall provide no less than 66% of income. The Board's share of the cost of this policy will be 100% less \$1.00.

4.6. ISTRF Employee Contribution.

In addition to the other considerations provided to the Athletic Director/Corporation Title IX Coordinator by this paragraph of this Contract, the Rossville Consolidated School District shall make the employee's and the District's contribution to the Indiana State Teachers Retirement Fund.

4.7. Section 125

The benefits provided to an administrator by Section 125 of the Revenue Act of 1978, both Generation I and Generation II, shall be made available. Any start-up cost and annual fee (if charged) will be paid by the school district and the monthly administrative fee will be paid by participating administrator.

4.8. 403(b) Plan

The Board shall provide the administrator the opportunity to participate in a voluntary tax sheltered 403(b) program, subject to Internal Revenue Service regulations. Except for changes required by the IRS or other regulatory entity, changes to the plan document or to the adoption agreement shall be made only upon the recommendation of a committee comprised of three (3) members appointed by the Board and three (3) teachers appointed by the association; all members of the committee must be current plan participants.

4.9. Business and Professional Expenses.

The Board shall reimburse the Athletic Director/Corporation Title IX Coordinator for appropriate business and professional expenses approved in advance by the Superintendent.

4.10. 401(a) PART “B” PLANS

4.10.1 ESTABLISHMENT OF THE PART “B” PLAN

The Board has established and made contributions to a qualified 401(a) Part “B” Plan (hereinafter referred to as the “Part B Plan”) for all administrators. All eligible employees shall be fully vested in the 401(a) Part “B” Plan immediately.

4.10.2 AMOUNT OF CONTRIBUTION FOR PART “B”

The Board shall contribute to each administrator's 401(a) Part “B” Plan an amount equal to three and a quarter percent (3 ¼ %) of the administrator's base salary (Excluding ISTRF). The Board’s contribution shall be deposited monthly into the Plan. Such contributions shall continue to be made until October 31, 2021, as part of the contract. The contribution shall cease on October 31, 2021, and no further contribution shall be made to the 401(a) Part “B” Plan.

5. Entire Contract of Parties.

The parties agree that each has had sufficient time to consider and understand the terms of this Contract and that this Contract therefore contains all the agreed terms of employment of the Athletic Director/Corporation Title IX Coordinator by the Board and will not be modified except in a written document making specific reference to this Contract and the specific provision to be modified. Modifications to this Contract shall be approved by both parties in the same manner that this Contract was approved.

If required for purposes of compliance with a standard or request of the State Board of Accounts of the State of Indiana, the parties agree that they will execute a standard teacher contract to implement the terms of this Contract. The parties further agree that to the extent that this Contract is inconsistent with the Athletic Director/Corporation Title IX Coordinator’s basic teacher contract this Contract supplements, the terms of this Contract shall control.

6. Contract as a Public Record.

The parties agree that this Contract is a public record under the Indiana Public Records Law.

AGREED THIS 12th DAY OF OCTOBER, 2021

**ATHLETIC DIRECTOR/ CORPORATION
TITLE IX COORDINATOR**

BOARD OF SCHOOL TRUSTEES

By: _____

Attest: _____