REGULAR TEACHER CONTRACT

Prescribed pursuant to Ind. Code 20-28-6-3 as the regular and uniform contract for the employment of teachers pursuant to Ind. Code 20-28-6-4(b)

This regular teacher contract ("Contract") is by and between the governing body of the PLYMOUTH COMM SCHOOL CORP ("Corporation") and Mitchell D Mawhorter ("Teacher"). Mitchell D Mawhorter is a teacher as defined in Ind. Code 20-18-2-22.

In exchange for the Teacher's services described below, the Corporation and the Teacher agree that:

- 1.e The Teacher shall teach in the schools of the Corporation for the school term beginning **July 01, 2021** and ending on **June 30, 2024**. Ind. Code 20-28-6-2(a) (3) (A)e
- 2.e The school term described in paragraph 1 immediately above for services under this Contract consists of 216.00 days. Ind. Code 20-28-6-2(a) (3) (B)
- 3.eThe number of hours per day the Teacher is expected to work under this Contract is **8.00**. Ind. Code 20-28-6-2(a) (3) (E)
- 4.e The Corporation shall pay the Teacher for services under this Contract the total salary of \$116,374.00 duringe the school year. Ind. Code 20-28-6-2(a) (3) (C)e
- 5.e The Corporation shall pay this amount in 21 installments on a **Biweekly basis**. Ind. Code 20-28-6-2(a) (3) (D) Ind. Code 20-28-6-5(1)e
- 6.e This Contract may be canceled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b)e pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.e
- 7.This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.e

Teacher: School Corporation by:

Mitchee Mowhoth Mulian A Christianan

President

Attested:

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Superintendent Secretary

Agreed this 10th day of August, 2021.

Agreement Between the Plymouth Community School Board of Trustees Employing Mitchell Mawhorter as the Superintendent Approved on August 24, 2021 by the Board

The contract will be effective from September 1, 2021 to June 30, 2024.

Annual Base Salary	128,000.00
Annuity	7,680.00
VEBA	2,752.00
Gasoline Allowance	3,500.00
Telephone Allowance	900.00
Annual Board Contribution to Group Health/ Dental/Vision Insurance Premium	26,712.00
Life Insurance	399.00
Association Memberships	800.00
Total Value of Contract	169,843.00

Salary: Some expenses such as gasoline allowance, telephone allowance and annuity will be paid as additional salary.

Evaluation: The Superintendent will be evaluated by the Board and rated using the same categories applied to teachers and other administrators: highly effective, effective, needs improvement, or ineffective. Like any certified employee, any salary changes will be based upon performance.

Salary: The Board reviews the Superintendent's salary and benefits each year and may approve changes in base salary, contributions or allowances at that time.

Leave Days: The Board shall allow twelve (12) sick days, five (5) personal days, twenty (20) vacation days, as well as, those other generally recognized holiday breaks provided for all staff members in the school calendar.

A copy of the contract is available on the School District's Internet web site.

CONTRACT ADDENDUM

The following terms shall be considered as an Addendum to the Regular Teacher's Contract between the Plymouth Community School Corporation and its Superintendent, Mitchell Mawhorter.

The following additional terms shall apply to the contract:

Salary: An annual salary of one hundred twenty-eight thousand dollars (\$128,000.00) shall be provided the Superintendent.

- 1. The School Corporation will devote at least one (1) meeting during the month of August in each school year (July 1 to June 30) to formulate goals for the Superintendent's performance, and at least one (1) meeting during the month of December and one (1) meeting during the month of June in the same year to evaluate progress toward those goals. Salary increases for any future years shall generally be based on said evaluations of performance. The School Corporation agrees to employ the Superintendent 260 days a year for a period beginning September 1, 2021 and concluding on June 30, 2024, (Contract Term). The number of days shall be pro-rated for the initial, partial year of the contract beginning September 1, 2021 and concluding on June 30, 2022.
- 2. The Superintendent shall have twenty (20) allowable vacation days per year as well as those other generally recognized holiday breaks provided for all staff members in the school calendar. Superintendent shall have up to ten (10) vacation days which may be carried forward to the following year if not used during any contract year, with a cap of thirty (30) vacation days in any given contract year.

The Superintendent shall also be granted twelve (12) sick leave days for the first year and twelve (12) sick leave days for each year thereafter. Any sick leave days which are earned but not used in any contract year will accumulate as provided by Indiana law. The Superintendent shall be able to carry over all sick leave days from their previous position and/or employer. The Superintendent shall be able to accumulate a total of not more than two hundred sixty (260) sick leave days.

The Superintendent shall be granted five (5) personal days per year. Any personal leave days which are earned but not used in any contract year, will be added to the Superintendent's accumulated sick leave days.

3. The Superintendent may undertake speaking engagements, writing, lecturing, or other professional obligations on local, state, or national levels. Actual expenses incurred for attendance at the above professional meetings will be paid in accordance with the Corporation's normal policy. The amount of Eight Hundred Dollars (\$800.00) will be paid on behalf of the Superintendent for professional organizations.

- 4. The Superintendent shall be reimbursed for documented out-of-pocket expenses incurred to cover necessary and extraordinary expenses during the performance of duties of the office of Superintendent for the benefit of the Corporation. Expenses include, but shall not be limited to, costs associated with conferences, seminars, and meetings such as registration fees, other travel expenses (except mileage), meals, professional materials and books. These expenses shall also include, if necessary, any litigation expenses resulting from the holding of the position of Superintendent of Schools.
- 5. The School Corporation shall provide the Superintendent with an amount equal to six percent (6%) of the Superintendent's regular contract salary that can electively be deferred to the Superintendent's account under the 403(b) plan. The school corporation shall make a contribution to a VEBA account on behalf of the Superintendent equal to two percent and fifteen hundredths (2.15%) of the regular contract salary. The Superintendent shall be immediately vested in 403(b) and VEBA accounts.
- 6. The School Corporation shall provide the Superintendent a family health, vision, and family dental plan at the cost to the Superintendent of \$1.00. The School Corporation shall provide the Superintendent access to their long-term disability plan, but the Superintendent shall pay the total cost of the plan. The School Corporation shall provide the benefits of a Section 125 Plan under the Internal Revenue Code.
- 7. The School Corporation shall provide the Superintendent with an automobile allowance in the amount of \$3,500.00, which will be paid as additional salary each year. The Superintendent shall not be reimbursed for mileage.
- 8. The School Corporation shall provide the Superintendent life insurance in the amount of two (2) times the original base salary.
- 9. The School Corporation shall provide the Superintendent with a current laptop and iPad with no cost to the Superintendent.
- 10. The School Corporation shall provide the Superintendent with a technology allowance in the amount of \$900.00, which will be paid as additional salary each year.
- 11. The Superintendent shall receive all other benefits, not mentioned here but as outlined in the Administrative Conditions & Benefits currently in force.
- 12. The School Corporation shall give the Superintendent a three (3) year contract. If the Superintendent receives an Effective or a Highly Effective on his yearly evaluation, the Board shall extend the Superintendent's contract another year.
- 13. All annual compensation and benefits to the Superintendent shall be pro-rated for the initial, partial year of the contract beginning September 1, 2021 and concluding on June 30, 2022 except that the Board shall allow twenty (20) vacation days during this initial, partial year.

14. These terms shall be considered separate and severable, and in the event that any term should be determined to be invalid by the Indiana State Board of Accounts or any other entity, the same shall not impact the enforceability of any other items.

Plymouth Community School Corporation

Mitchell Mawhorter

8-31-21

Date

Melissa/Christiansen, President

Board of School Trustees

Larry Pinkerton, Secretary Board of School Trustees