

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 SOUTH SPENCER COUNTY SCHOOL CORPORAT ("Corporation") and RICHARD A RUTHERFORD ("Teacher"). RICHARD A RUTHERFORD 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. The Teacher shall teach in the schools of the Corporation for the school term, beginning **JULY 1, 2019** and ending on **JUNE 30, 2020**. Ind. Code 20-28-6-2(a)(3)(A)
2. The school term described in paragraph 1 immediately above for services under this Contract consists of **260.00** days. Ind. Code 20-28-6-2(a)(3)(B)
3. Unless governed by an existing collective bargaining agreement, or as discussed pursuant to Ind. Code 20-29-6-7, the number of hours per day the Teacher is expected to work under this Contract is **7.75**. Ind. Code 20-28-6-2(a)(3)(E)
4. The Corporation shall pay the Teacher for services under this Contract the total salary of **\$110,000.00** during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in **26.0** installments on a **biweekly** basis. Ind. Code 20-28-6-2(a)(3)(D) Ind. Code 20-28-6-5(1)
6. This Contract may be cancelled during its term for any of the grounds set forth in Ind. Code 20-28-7.5-1(b) pursuant to the procedures set forth in Ind. Code 20-28-7.5-2 and Ind. Code 20-28-7.5-3.
7. This Contract is a public record pursuant to Ind. Code 20-28-6-2(d) and Ind. Code 5-14-3.

Agreed this 20TH day of DECEMBER, 2019.

Teacher

Attested.

Superintendent

School Corporation, by: ..

President

Secretary

ADDENDUM TO REGULAR TEACHER'S CONTRACT

The Regular Teacher's Contract entered into between Richard Rutherford (hereinafter referred to as "Rutherford"), and the Board of School Trustees ("Board") of the South Spencer School Corporation ("School Corporation") dated December 20, 2019, is hereby supplemented by the following addendum, the terms of which are incorporate into the Regular Teacher's Contract and the consideration for which is as stated in the Regular Teacher's Contract:

1. EFFECTIVE DATE. The effective date of this contract shall be July 1, 2019.
2. TERM OF AGREEMENT. The term of this Agreement shall begin on July 1, 2019, and shall terminate on June 30, 2022. Rutherford understands and agrees that the Board shall not be required to provide the statutory nonrenewal notices required by Indiana Code 20-2-8-6 and Indiana Code 20-28-8-7 prior to June 30, 2022, and that this Agreement shall expire by its own terms on June 30, 2022.
3. POSITION. Rutherford is hereby employed as the Superintendent of Schools of the South Spencer School Corporation.
4. DAYS OF SERVICE. Rutherford shall provide services as Superintendent on two hundred sixty (260) days during each school year. The two hundred sixty (260) work days shall include vacation days pursuant to paragraph 7 of this Addendum and sick and personal days pursuant to paragraph 8 of this Addendum.
5. SALARY. The salary of Rutherford for the contract year 2019-2020 shall be One Hundred-Ten Thousand Dollars (\$110,000.00). The salary for each year thereafter shall increase at the same amount approved for the teachers by the Professional Contract, subject to paragraph 6 below.
6. ANNUAL EVALUATION. The Board shall provide an annual performance evaluation to Rutherford to be completed no later than December 1st of each year. The Superintendent shall receive any raise or increment for the following year only if he receives a performance rating of "effective" or "highly effective" for that contract year.
7. VACATION. Rutherford shall be entitled to four (4) weeks of paid vacation each year, plus the following six (6) holidays: New Years' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The vacation days shall accumulate and carry over each year, if not used.
8. SICK AND PERSONAL DAYS. Rutherford shall be entitled to ten (10) sick leave days per contract year to accumulate if unused with a limit of one hundred eighty (180) days total. In addition, Rutherford shall receive five (5) personal leave days per year. Any unused personal leave shall be added to the accumulated sick leave.
9. HEALTH INSURANCE. South Spencer School Corporation shall pay all but \$1.00 toward the premium for the health insurance plan selected by Rutherford.
10. TERM-LIFE INSURANCE. Rutherford shall be entitled to a term life insurance policy on his life in the amount of One Hundred Thousand Dollars (\$100,000.00) with the premium paid by the Corporation.
11. SUPERINTENDENT'S LIABILITY PROTECTION. The Corporation agrees to provide the Superintendent with legal counsel selected and paid for by the Board of School Trustees and to

defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of duties within the Superintendent's scope of employment, except for claims, demands and judgments arising out of the Superintendent's intentional acts.

12. USE OF CORPORATION OWNED VEHICLE. Rutherford shall be entitled to use a vehicle owned by South Spencer County School Corporation when said vehicle is available and at no expense; however, such use shall be limited to school business and shall not be for personal use. In the event that such vehicle is not available, he shall receive payment at the current mileage rate awarded by South Spencer County School Corporation for use of his vehicle for school business upon the submission of a properly executed and documented claim.
13. PROFESSIONAL LEAVE. Rutherford shall be entitled to leave for the purpose of attending local, state and national workshops and conferences upon prior approval by the Board of School Trustees.
14. DUES. South Spencer County School Corporation shall pay the membership dues to the Indiana Association of Public School Superintendents, Indiana Association of School Business Officials, and the Indiana School Boards Association each year in the name of Richard Rutherford.
15. RETIREMENT PAY. Rutherford shall receive fifty dollars (\$50.00) for each day of unused sick leave upon his retirement to a maximum of 180 days. The first two thousand (\$2,000.00) dollars will be added to the Superintendent's contract in the year the Superintendent retires. The remainder of the monies owed shall be paid into the administrator's Section 401(a) account referenced in Article VII of the Professional Agreement between the Board of School Trustees of South Spencer School Corporation and the South Spencer Classroom Teachers Association by June 30 of the year of retirement.

Rutherford shall be allowed to transfer his accumulated sick days totaling 50 days from the Vincennes Community School Corporation into the South Spencer County School Corporation. Any additional accumulated sick leave days exceeding 50 shall be transferred into the South Spencer School Corporation at the rate of 5 days per year, up to the maximum of 180 days set forth in paragraph 8 herein.

If Rutherford dies in active service, a retirement benefit shall be paid in a lump sum to his beneficiary or estate. Said lump sum shall be 100% of eligible retirement pay at the time of death. The 55 age qualification and notice of retirement shall be waived. The named beneficiary shall be as filed with the Indiana State Teachers Retirement Fund.

In order to qualify for retirement pay Rutherford must:

- (a) Be at least fifty-five (55) years of age by December 31 of the calendar year in which he retires;
 - (b) Have been an administrator in the School Corporation for a minimum of five (5) years and be employed as an administrator at the time he retires from South Spencer School Corporation.
16. FRINGE BENEFITS. Rutherford shall be entitled to all other fringe benefits accorded to all South Spencer School Corporation Certified Employees not otherwise outlined above.

The foregoing terms of addendum apply to the period of employment of Richard Rutherford,

Superintendent of South Spencer School Corporation, in a supervisory and confidential employee position as defined in I.C. 20-29-6 and as provided in the Regular Teachers' Contract.

Dated: th 20 day of Dec, 2019.

Superintendent:

By:
Richard Rutherford

Board of Trustees of South Spencer County School Corporation:

By: _____

By: _____

By: _____

By: _____

By: _____