

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

MERRILLVILLE COMMUNITY SCHOOLS ("Corporation") and

SPERLING, MARK B. ("Teacher"). SPERLING, MARK B.

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 07-01-12, and ending on 06-30-14, 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. The number of hours per day the Teacher is expected to work under this Contract is governed by the Master Contract between the Merrillville Classroom Teachers Association and the Merrillville Community School Corporation.
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$133,951.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26 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(e) 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 1st day of July, 2012.

Teacher

School Corporation by:

Attested:

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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

MERRILLVILLE COMMUNITY SCHOOLS ("Corporation") and
LUX, ANTHONY M. ("Teacher"). LUX, ANTHONY M.

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 07-01-12, and ending on 06-30-15. 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. The number of hours per day the Teacher is expected to work under this Contract is governed by the Master Contract between the Merrillville Classroom Teachers Association and the Merrillville Community School Corporation.
4. The Corporation shall pay the Teacher for services under this Contract the total salary of \$156,873.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 26 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(e) 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 1st day of July, 2012.

Teacher

School Corporation by:

Attested:

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Addendum to Regular Teacher's Contract for Superintendent

This Addendum made and entered into this 5th day of June, 2012, by and between the Merrillville Community School Corporation ("Corporation") and Anthony M. Lux ("Superintendent") replaces any previous addendum and supersedes any Regular Teachers Contract language contrary to the provisions and language contained in this addendum.

The Corporation and the Superintendent hereby mutually agree to the following terms which shall supersede or supplement the terms set forth in the Regular Teacher's Contract executed on the 7th day of May, 2003 by the Corporation and the Superintendent.

1. For the period July 1, 2012 through June 30, 2015, the Corporation shall pay Superintendent an annual contract salary of \$159,873.00. The Superintendent shall receive \$2,000.00 of this salary for professional dues, memberships, civic participation, and other related expenses. A stipend of \$3,000.00 is included for the successful completion of planning and implementation for Merrillville High School and Pierce Middle School renovations and additions, and State lobbying efforts. The Corporation also agrees to pay an annual annuity in the amount of \$12,500.00 from the annual contract salary.

2. In light of the unique nature of the professional duties of the Superintendent of Schools, Corporation shall provide Superintendent with an automobile for his use. The automobile shall be fully maintained by Corporation, including, but not limited to, keeping the automobile in safe, usable condition, and providing for all expenses incidental to automobile usage -- including insurance shall be provided.

3. The Corporation shall pay the insurance premiums for Three Hundred Thousand Dollars (\$300,000.00) of term life insurance for the Superintendent.

4. The Superintendent shall be entitled to all of the fringe benefits contained in the Merrillville Community School Corporation Administrator Policies and Fringe Benefits policy adopted by the Board of School Trustees 2005-2006 and the same is incorporated into this contract addendum in its entirety by this reference. In the event the MCSC Administrator Policies and Fringe Benefits policy is amended, modified or changed in any manner by the Board of School Trustees the Superintendent retains the right to avail himself of the fringe benefits contained in the policy adopted on December 17, 1991 or he may choose to avail himself of any changes or amendments made by the Board until he reaches the age of 65 or his spouse reaches the age of 65. The parties agree, and it is understood, that the Superintendent is entitled to all the benefits pertaining to retired administrators and spouses including but not limited to the medical, dental and health insurance benefits contained in the said Administrator Policies and Fringe Benefits policy adopted on December 17, 1991 and amended January 22, 2008. It is further understood and agreed that the Superintendent shall be entitled to the

retired administrators medical, dental and health insurance program until he reaches age 65. This benefit will continue beyond the sixty-fifth (65) birthday or death of the Superintendent to his spouse (or to his surviving spouse if he dies before his sixty-fifth birthday) until his spouse reaches age 65. This benefit to the surviving spouse will be terminated in the event of remarriage of the surviving spouse.

5. In light of the unique nature of the professional duties of the Superintendent of Schools, Corporation shall, at its expense, provide for the Superintendent a complete annual medical examination.

6. The Corporation will grant the Superintendent thirty (30) days of vacation time annually. Unused vacation days will be compensated for at Superintendent's daily rate upon retirement.

7. The Corporation shall compensate the Superintendent at his retirement for unused sick leave days and personal leave days accumulated during his career in the amount of \$100.00 per unused sick leave days and personal leave days. Payment for unused sick leave days and personal leave days shall be made as follows: One half on the first January 1 following retirement and the second half on the second January 1 following retirement.

8. Payment for retirement benefits will be paid prior to June 30 of the year in which the Superintendent retires. The Corporation shall compensate the Superintendent at his retirement \$300.00 per year of service to the Merrillville Community School Corporation.

9. Corporation agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Corporation, provided the incident arose while Superintendent was acting within the scope of his employment except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The above indemnification shall not apply to any activity of the Superintendent that is found to be wanton and willful misconduct on the part of the Superintendent.

10. The Superintendent's employment contract may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of Superintendent.
- c. Disability of Superintendent.
- d. Discharge for cause.

except that in the event that the Superintendent chooses to retire or becomes disabled prior to the expiration date of this contract, articles four (4), seven (7), and eight (8) shall become vested and the Superintendent shall suffer no loss of any benefits contained in articles four (4), seven (7), and eight (8) because of such early retirement or disability.

The parties agree that "discharge for cause" means for any grounds as provided by I.C. 20-6.1-4-10 pertaining to the dismissal of permanent teachers. Those grounds are specifically: (1) immorality; (2) insubordination; (3) neglect of duty; (4) incompetency; (5) justifiable decrease in the number of teaching positions; (6) other good and just cause. It is further understood that "other good and just cause" as used in this contract, means a ground which is put forward in good faith, and which is not arbitrary, irrational, unreasonable, or irrelevant to the School Board's task of building up and maintaining an efficient school system.

11. The parties also agree that the Board may, without cause, at its option, and by a minimum of ninety (90) days notice to Superintendent, unilaterally, or with the concurrence of the Superintendent, terminate this contract. In the event of such termination, the School Corporation shall pay to Superintendent, as severance pay, the sum of one year's salary. If, for any reason, the remaining term of the Superintendent's contract is less than one year, the Board shall pay as severance pay an amount equal to the balance of the salary owed under the remaining term of the contract.

12. If, during the term of this contract, it is determined by a court of law that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, the District has caused this Employment Contract Consisting of the Regular Teachers Contract of this Addendum to be approved on its behalf of a duly authorized officer, and the Superintendent has approved this Employment Contract effective on the day and year specified in Paragraph 1 above.

SUPERINTENDENT

**BOARD OF TRUSTEES OF THE
MERRILLVILLE COMMUNITY
SCHOOL CORPORATION**