

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 MUNCIE COMMUNITY SCHOOLS ("Corporation") and STEVEN M BAULE ("Teacher"). STEVEN M BAULE 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, 2015 and ending on JUNE 30, 2018 . 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 8.00. 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 \$143,000.00 during the school year. Ind. Code 20-28-6-2(a)(3)(C)
5. The Corporation shall pay this amount in 24.0 installments on a twice a month 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 1ST day of JULY, 2015.

Teacher [Signature]
Attested:
Superintendent

School Corporation by:
President [Signature]
Secretary [Signature]

**MUNCIE COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This Superintendent's Contract of Employment (hereafter "Contract") supplements the basic teaching contract of Steven M. Baule as Superintendent by the Board of Trustees of the Muncie Community Schools by consent of the parties in the manner permitted by Indiana Code 20-28-8-6.

1. Parties to this Contract and Definition of Terms

The parties to this Contract are the:

- A. "Superintendent" meaning Dr. Steven M. Baule; and
- B. "Board" meaning the Board of School Trustees acting as the governing body of the Muncie Community Schools.
- C. 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 Superintendent & Terms of Employment

The Board employs the Superintendent and the Superintendent agrees to be employed by the Board as the Chief Executive Officer and Chief School Administrator of the Muncie Community Schools for an initial period beginning on July 1, 2015, and concluding on June 30, 2018, subject to the terms of this Contract.

The parties agree that the Superintendent shall provide services on two hundred sixty (260) days during each school year. 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. The two hundred sixty (260) work days shall include sick and personal leave days pursuant to Paragraph 5- C of this Contract, Emergency Leave days pursuant to Paragraph 5-D of this Contract, and any other paid leave pursuant to Paragraph 5-E of this Contract. The Superintendent shall devote the Superintendent's time, attention, and energy to the business of the District.

3. Duties of the Superintendent

The Superintendent is responsible for and shall perform those functions as specified in the job description for the position for which the Superintendent is hereby employed, as such may be amended from time to time by the Board. The Superintendent shall be responsible to, and shall be subject to, the direct supervision and evaluation of the Board. The Superintendent is also responsible for complying

with all directives of the Board which are authorized by official Board action. In addition, the Superintendent shall, during the term of this Addendum, hold and maintain such state licenses and certifications as may be applicable or required, and shall devote his full working time to the performance of his duties as Superintendent. If the Superintendent desires to engage in outside employment or consulting, then he agrees he will not do so without obtaining prior Board approval.

4. Evaluation of the Superintendent

The Board will review the Superintendent's performance no less than annually each year. The Superintendent will not receive any raise or increment for the following year if his performance is designated as "improvement necessary" or "ineffective".

5. Salary & Benefits

A. Salary

The Superintendent shall be paid an annual base salary in the amount of one hundred thirty thousand four hundred fifteen dollars (\$130,415.00). The Superintendent shall receive additional compensation in the amount of four thousand two hundred eighty-one dollars (\$4,281.00) based on his attainment of a doctorate degree. The Superintendent shall be paid these sums for the annual period of July 1st through June 30th. The Superintendent shall be paid in twenty-four (24) equal installments on a schedule fixed for all employees of the Corporation.

B. Section 457(b) Contribution

The Board shall contribute the sum of eight thousand three hundred and four dollars (\$8,304.00) annually for the period of July 1st through 30th to a deferred compensation plan established pursuant to Section 457(b) of the Internal Revenue Code.

C. Paid Sick and Personal Leave

The Superintendent shall have available ten (10) paid days for personal illness and three (3) paid days for personal business each school year. The total unused portion of the annual sick and personal leave allowance shall be added to prior accumulated sick leave days, up to up to the maximum accumulation of one hundred and eighty (180) sick days.

D. Emergency Leave

The Superintendent shall have available ten non-accumulative (10) days per year for serious accident, illness, or major surgery of a spouse, parent, mother-in-law,

father-in-law, child, stepchild, adoptive child, foster child, brother, sister, or other relatives living in the same household.

E. Vacation Days and Paid Holidays

The Superintendent shall be entitled to thirty (30) paid vacation days each school year. The Superintendent shall be compensated at his daily rate for each unused vacation day upon his resignation from or termination of employment with the Muncie Community Schools. In addition, the Superintendent shall be entitled to all School Corporation scheduled holidays in addition to the vacation days provided herein.

F. Medical, Dental and Vision Insurance Coverage and Contribution

The Superintendent shall be eligible to participate in the School Corporation's medical, dental and vision insurance plans. The Board agrees to pay all but one dollar (\$1.00) toward the cost of the premium for the insurance plans selected by the Superintendent.

G. Term Life Insurance

The Board agrees to provide the Superintendent a term life insurance policy with a face value equal to \$215,000. The Superintendent shall contribute \$1.00 annually toward the cost of the premium for such term life insurance.

H. Long-Term Disability Insurance

The Board agrees to provide the Superintendent with long-term disability insurance. The Board agrees to pay all but \$1.00 annually toward the cost of the premium for such long-term disability insurance. The Superintendent shall contribute \$1.00 annually toward the cost of the long-term disability premium.

I. Use of Automobile

The Superintendent shall be provided with the use of a 2008 Buick Enclave owned by the Muncie Community Schools (or a mutually acceptable replacement vehicle if the 2008 Buick Enclave is not functional) for business and appropriate personal use.

J. INPRS Employee Contribution

In addition to the other considerations provided to the Superintendent by this Contract, the Board shall make any contribution to the Indiana Public Employee Retirement System that would otherwise be required to be paid by the Superintendent in accordance with his date of hire. All payments to the Superintendent subject to federal income tax and the Superintendent's contribution

to the Indiana Public Employee Retirement System shall be included in the Superintendent's salary for purposes of the Indiana Public Employee Retirement System.

K. Technology Allowance

The Superintendent is required and it is essential for the performance of the Superintendent's duties to have a cellphone and cellphone service with both voicemail and email capacity and an internet data device. The Board agrees to provide the Superintendent with an annual technology allowance of six thousand three hundred fourteen dollars (\$6,314.00) for a personally chosen mix of mobile computer and communication devices and services.

L. Professional Dues and Conferences

The School Corporation will pay or reimburse the Superintendent for appropriate business and professional expenses approved by the Board. Appropriate expenses shall include the cost of membership and participation in the Indiana Association of Public School Superintendents ("IAPSS"), the School Superintendents Association ("AASA") and other state and national professional associations of educational administrators and expenses related to the Superintendent's attendance at conferences, courses and other professional development activities that aid in his continued professional growth and the performance of his duties.

M. Other Benefits

The Superintendent shall be entitled to all other benefits provided to administrators pursuant to the terms of the Memorandum of Administrator Salary Schedule for administrators employed by the Muncie Community Schools.

6. Extension and Non-Renewal of this Contract

In place of the Contract non-renewal and extension provisions of Indiana law, specifically Indiana Code 20-28-8-7.5, which would be applicable to this contract the Parties agree that the Superintendent's contract will be extended for twelve (12) months if the Board does not give notice to the Superintendent by January 1 of the year the contract expires.

7. Cancellation of this Contract

The parties agree that the three alternative termination provisions set forth in this paragraph shall be the sole and exclusive means of cancelling the Superintendent of Schools Basic Contract and this Addendum (hereafter collectively referred to as the "Superintendent's Contracts") prior to their expiration date. Any of the following three

alternatives (a, b or c) may be utilized by the Board at the Board's sole discretion to terminate the Superintendent's Contracts before their expiration date:

(a) Termination Option 1--The Board:

- (i) Initiates cancellation for cause for one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1(b); and
- (ii) Gives the Superintendent written notice of its intent to cancel the Superintendent's Contract for cause and provides the Superintendent the opportunity to have a hearing before the Board in an official executive session at least ten (10) days before the Board meets in a public meeting to vote on the termination.
- (iii) If the Superintendent requests a hearing with the Board under paragraph (a)(ii) herein, and if the Board subsequently votes in a public meeting to approve the termination of the Superintendent's Contracts, the Board will issue written findings that one or more of the statutory reasons for cancellation of a teacher contract contained in IC 20-28-7.5-1 (e) exist.

(b) Termination Option 2

- (i) **The Board may elect to cancel the Superintendent's Contracts without cause by giving not less than a twelve (12) month advance written notice to the Superintendent. If the Board elects to cancel the Superintendent's Contracts without cause pursuant to this provision, no compensation or benefits which accrue subsequent to the twelve (12) month anniversary of the date such written notice is given shall be owed the Superintendent. The School Corporation and the Superintendent may mutually agree to waive or shorten the notice period required for elective Board cancellation under this provision.**
- (ii) Upon receiving the Board cancellation notice set forth above, the Superintendent has thirty (30) days to request a conference with the Board. If the Superintendent requests a conference with the Board, such request shall be submitted in writing to the Board President. Upon the Board President's receipt of the Superintendent's request for a conference, the Board shall hold a conference with the Superintendent within ten (10) days unless the parties mutually agree otherwise.
- (iii) If the Board cancels the Superintendent's Contracts pursuant to

this provision, the Superintendent shall submit his resignation as Superintendent and teacher effective on the cancellation date and the Board will accept such resignation at its next regularly scheduled meeting. The Superintendent and the Board will refer to the reason for such resignation as "philosophical differences" or such other description as the Board and Superintendent shall mutually agree.

- (iv) If the Superintendent desires to request that his Superintendent's Contracts be cancelled, the Superintendent must give the Board at least sixty (60) days written notice prior to the effective date when such cancellation would become effective.

(c) Termination Option 3

- (i) The School Board receives written notice from the Division of Professional Standards that the Superintendent no longer holds a license required for the position of Superintendent of Schools from the Division of Professional Standards of the Indiana Department of Education or receives a certified copy of a court document indicating that the Superintendent was convicted of an offense listed in Indiana Code 20-28-5-8(c). In the event one of these circumstances would occur, the Board may terminate the Superintendent's Contracts immediately upon providing written notice to the Superintendent. The Superintendent agrees that he waives all statutory and constitutional due process procedures that he would otherwise be entitled to receive by law in the event the Board has to terminate the Superintendent's Contracts pursuant to this provision.

8. Defense and Indemnification for Acts as Superintendent

The Board agrees to provide the Superintendent with legal counsel selected and paid for by the Board and to defend and indemnify and hold the Superintendent harmless for all claims, demands and judgments arising out of the performance of the duties within the scope of his employment as set out in paragraph 3 of this Contract to the fullest extent permitted by law. The provisions of this paragraph exclude criminal conduct or any other conduct that is outside the scope of the Superintendent's duties.

9. Entire Contract of Parties

This Contract contains all the agreed terms of employment of the Superintendent 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 one or more one-year or multi-year standard teacher contracts to implement the terms of this Contract. The parties further agree that to the extent this Contract is inconsistent with the Superintendent's basic teacher contract it replaces, the terms of this Contract shall control.

10. Contract as a Public Record

The parties agree that this Contract is a public record under the Indiana Public Records Law, Indiana Code 5-14-3, and Indiana Code 20-28-6-2 pertaining to teacher contracts generally.

Agreed this ____ day of _____, 2015.

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IN WITNESS WHEREOF, we hereunto set our hands and seals this 24 day of Nov,
2015.

SUPERINTENDENT



Steven M. Baule, Superintendent

BOARD OF SCHOOL TRUSTEES OF THE
MUNCIE COMMUNITY SCHOOLS




Robert A. Warner, President




Michael M. Long, Vice-President

Debbie Feick, Secretary



Bev K. Kelly, Member



Kathy Carey, Member