

MUNCIE COMMUNITY SCHOOLS
EMPLOYMENT AGREEMENT
(12 Months—Central Office Administrator)

This Employment Agreement (Agreement) is made by and between Muncie Community Schools (MCS) and Brad DeRome (“Employee”).

MCS previously agreed to employ the Employee, through June 30, 2023, for the position of Chief Financial Officer with job duties to be as determined from time to time by the MCS chief executive officer and/or School Board. MCS is now extending this Agreement through June 30, 2024 and with the following terms and benefits:

Salary: \$142,950 (effective July 1, 2023)

Annual Contract Length: 12 Months (260 days)

Holidays: as set by MCS holiday schedule

Vacation: 20 days per year

Permitted to carry-over up to five (5) unused vacation days per year. The number of accumulated vacation days will not exceed 25.

Sick Days: 10 per year

Allowed to accumulate sick days to amount making possible to qualify for disability benefits as of June 30 each year. Sick days can be accumulated and carried over, but unused sick days will not be paid at end of employment. Employee was be allowed to transfer in 1/3 of Accumulated Sick Days from prior district each year for 3 years.

Personal Days: 3 per year

Personal Days cannot be carried over. Unused Personal Days will not be paid at end of employment.

457(b) Plan: 1% of salary contributed on an annual basis.

TRF/PRF Contribution: Paid on same basis as teaching staff.

Health Insurance: Same plans as available to all MCS employees on same terms and contributions

LTD – Long Term Disability: Same plans available to all MCS employees on same terms and contributions.

Life insurance in amount of 1 1/2 times base contract for annual employee contribution of \$1.00.

Mileage/ Travel Reimbursement – Employee is entitled to IRS mileage rate reimbursement on the same terms as all other MCS employees.

Conferences/ Professional Development – Employee is encouraged to remain current with laws and issues related to his/her scope of employment. Release days to participate in professional development workshops and conferences are subject to approval of the MCS Chief Executive Officer.

The Employee accepts such employment and agrees to use his/her best efforts in such work, at all times, subject to the direction, supervision and approval of the chief executive officer and School Board. The Employee further agrees to abide by such other reasonable rules, regulations and requirements as may be established by the chief executive officer and School Board.

The School has the right to terminate this Agreement at any time if the Employee commits any action that is reasonably deemed by MCS to warrant immediate termination of employment including, without limitation, any act that is substantially harmful to any student, employee or MCS. Prior to termination, the Employee will be notified of the basis for the proposed termination and given the opportunity to meet with chief executive officer and/or School Board in a private conference. MCS may also terminate this Agreement as of June 30, 2024 or any June 30 thereafter during the term of the Agreement if Employee fails to perform his/her job at a level acceptable to MCS; provided, however, Employee will be advised by April 1, 2024 or any April 1 thereafter during the term of the Agreement of any deficiencies in his job performance and will be given an opportunity to address such deficiencies prior to a final decision on termination.

If the Employee terminates this Agreement prior to the end of the Term ("Early Termination"), the Employee must give written notice to the chief executive officer and/or the School Board as far in advance as is reasonably possible. In the event of Early Termination, the Employee will immediately pay MCS liquidated damages equal to 5% of the above-stated salary ("Liquidated Damages Amount"). The Liquidated Damages Amount is a reasonable estimate of a portion of the expenses that MCS will incur in finding a replacement for the Employee. The Employee and MCS agree that: (a) the amount is reasonable because calculating the actual resulting damages if the Employee does not honor this commitment would be uncertain and difficult; (b) this amount is not intended to be and shall not be interpreted as a penalty against the Employee; and (c) requiring the Employee to pay this amount is fair and reasonable in the event of Early Termination. MCS may waive the obligation to pay the above amount, in writing, at its discretion, depending on the circumstances. However, if a successful legal action is brought by MCS to recover the above amount, it shall be entitled to payment by Employee of its legal fees and costs incurred in such action.

MCS will provide compensation for such services to the Employee in the amount listed above, less deductions authorized by law or by the Employee. MCS will indemnify and hold Employee harmless for acts taken in good faith and in the scope of his employment, provided that such acts or not criminal in nature.

MCS may provide additional benefits to administrative employees as it may determine from time to time and Employee will be eligible for such benefits unless similar benefits are expressly provided in this Agreement.

Brad DeRome
Employee

Date

Muncie Community Schools

By _____
James Williams, President
School Board

Date

By _____
Dave Heeter, Secretary
School Board

Date