

**MUNCIE COMMUNITY SCHOOLS
EMPLOYMENT AGREEMENT
(12 Months—Chief Executive Officer)**

This Employment Agreement (Agreement) is made by and between Muncie Community Schools (MCS) and Dr. Lee Ann Kwiatkowski (“Employee”).

MCS previously agreed to employ the Employee for the period from July 1, 2019 through June 30, 2022, for the position of Chief Executive Officer with job duties to be as determined from time to time by the School Board, in consultation with the Employee. Because neither party notified the other party by June 10, 2020, this Agreement was automatically extended to June 30, 2023. Thereafter, this Agreement shall be automatically extended an additional year unless the Employee or MCS notifies the other party to the contrary by June 10 of each calendar year. Employee is obligated to advise MCS of this automatic extension provision by May 1 of each year. Employment will be on the following terms and benefits:

Salary: \$167,700 (effective July 1, 2020)

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 each 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 will be allowed to transfer in accumulated sick days from prior employment, whether from another Indiana school corporation or from the State of Indiana.

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: Maximum contribution made on Employee’s behalf including catch-up contributions
TRF/PRF Contribution: Paid on Employee’s behalf on same basis as teaching staff. In addition, MCS will work with Employee to pursue purchase of additional service credit at the request of the Employee. *(Note: It is the intent of the parties to work together to fashion a program of deferred compensation that provides tax advantages to the Employee, particularly when those advantages do not increase the costs to MCS. The parties agree to undertake a thorough review of the deferred compensation programs available to all MCS employees and complete that review prior to December 1, 2019. Upon completion of that review, the parties will re-examine the structure of Employee’s deferred compensation program. MCS pledges that it will provide no less than \$30,000 per year to Employee in deferred compensation through qualified or non-qualified programs as the parties agree.)*

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 2 times base salary for annual Employee contribution of \$1.00.

Housing Allowance of \$1500 per month.

Mileage Reimbursement – In lieu of any mileage reimbursement, MCS will provide Employee a stipend of \$300 per month.

Service Incentive – To promote stability in MCS leadership, MCS will pay for one year service credit in the Indiana public employee retirement system for every three years Employee serves as the MCS chief executive officer. The first year was completed on June 30, 2020.

Conferences/ Professional Development – Employee is encouraged to remain current with laws and issues related to her scope of employment. Employee will be granted release days to participate in professional development workshops and conferences and will advise the President of the Board of such days in advance.

The Employee accepts such employment and agrees to use her best efforts in such work, at all times, subject to the direction, supervision and approval of the School Board. The Employee further agrees to abide by such other reasonable rules, regulations and requirements as may be established by the School Board. With prior notice to, and approval by, the Board President, the Employee may undertake other professional activities and retain the compensation from those activities, if Employee uses vacation days for any time outside the office.

MCS shall conduct an annual evaluation of Employee, starting in 2020. MCS and Employee will mutually agree on the evaluation instrument and procedures to be used in that evaluation.

The School has the right to terminate this Agreement for cause at any time if the Employee commits any action that constitutes a willful refusal to comply with a reasonable directive or policies of the Board, fails in a material sense to perform the duties set forth in the job description for the Chief Executive Officer, or commits any act that would reasonably be considered substantially harmful to any student, employee or the MCS. Prior to termination, the Employee will be notified of the basis for the proposed termination and given the opportunity to meet with the School Board in a private conference. MCS may also terminate this Agreement as of June 30, 2022 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, 2020 or any April 1 thereafter during the term of the Agreement of any deficiencies in her job performance and will be given an opportunity to address such deficiencies prior to a final decision on termination.

Except as set otherwise forth herein, if the Employee terminates this Agreement prior to the end of the Term (“Early Termination”), the Employee must give written notice to 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 \$6,000 ("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 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. The parties agree that the Board shall waive payment of the Liquidated Damages Amount if: (1) the Employee desires to retire from full-time employment and provides at least six (6) months written notice to the Board prior to the effective date of her retirement, or (2) the Employee has a serious health condition and a licensed physician has certified that the Employee is no longer able to work

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 her 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.

This Agreement shall be governed by the laws of the State of Indiana. If during the term of this Agreement, any specific clause or provision is determined to be illegal or in conflict with state or federal law, the illegal or conflicting provision shall be deemed void and the remained of the Agreement shall remain in full force and effect. This Agreement constitutes the complete agreement of the parties and supersedes any prior agreements, discussions or representations.

Dr. Lee Ann Kwiatkowski
Employee

Date

Muncie Community Schools
By _____
James Williams, President of School Board

Date

By _____
Dave Heeter, Secretary of School Board

Date