

VALLEY VIEW LOCAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS CONTRACT

This Employment Contract ("Contract") is entered into this 12th day of March, 2018 by and between the Board of Education of the Valley View Local School District ("Board") and Benjamin Richards ("Superintendent"). The Board and Superintendent, for considerations herein specified, agree as follows:

1. TERM OF CONTRACT:

The Board hereby employs Superintendent, and Superintendent hereby accepts employment as Superintendent of Schools, a full-time, 12-month position, for a term commencing on August 1, 2018 and ending on July 31, 2021.

Notwithstanding the above, any per diem calculation of pay which may be required under this Contract shall be based upon a 260 day work year.

2. PROFESSIONAL CERTIFICATION:

The Superintendent shall maintain and furnish to the Board evidence of him maintaining, throughout the life of this Contract, valid credentials to act as the Superintendent of this District in accordance with the laws of the State of Ohio.

3. DUTIES:

Superintendent shall be the Chief Executive Officer of the school system and shall have, under the direction of the Board, general supervision and management of all of the public schools and all the personnel in various personnel departments of the school system. Superintendent shall perform those duties set forth in, and be subject to, the written policy of the Board, reserving, however, those legal powers specifically vested in the superintendent by law. In furtherance and not in limitation of the authority granted by the written policy of the Board or the laws of the State of Ohio, and to the extent such duties are not the responsibility of another superintendent or the Treasurer under law, Superintendent shall direct and assign teachers and other employees of the schools under his supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and non-instructional, as best serves the Board, shall select all personnel for initial employment and make recommendations with respect to the reemployment, non-reemployment, layoff, and termination of existing employees, shall serve as the primary spokesperson for the District in dealing with the public and the news media, shall have the initial authority to receive and respond to complaints regarding District staff or operations, shall from time to time suggest regulations, rules and procedures deemed necessary for the well-being of the school district and, in general, perform all duties incident to the office of superintendent and such other duties as may be prescribed by Board from time to time. In performing these duties on behalf of the Board, Superintendent shall have the authority to consult with legal counsel or other professional advisors as may be reasonably necessary, subject to any limitations imposed by the Board.

It is expressly understood and agreed that the performance of the duties of Superintendent may require Superintendent to work outside normal business hours and at non-school

locations. Superintendent shall have the right to attend all school board meetings and all school board and citizen committee meetings, serve as an ex-officio member of all school board committees, and provide administrative recommendations on each item of business considered by each of these groups. Superintendent, in his discretion, and to the extent permitted by law, may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon Superintendent. The delegation of any power or duty, shall not, however, relieve Superintendent of responsibility for the action taken under such delegation.

4. COMPENSATION:

The Board shall pay Superintendent during the term of his Contract at the annual salary rate of One Hundred Thirty Thousand Dollars (\$130,000) per year. This salary shall be paid in semi-monthly equal installments in the same manner as other licensed employees. As provided by Ohio law, this salary may be increased, but not decreased, during the term of this Contract, except pursuant to a uniform plan affecting all employees of the District.

The Superintendent's salary shall be reviewed annually as part of the annual review process, and may be increased by mutual agreement during the term of this Contract by an amendment hereto. If the Board adjusts the Superintendent's salary during the term of this Contract, all other provisions of this Contract shall remain in effect.

5. OTHER COMPENSATION AND BENEFITS:

The Board shall provide the Superintendent with the following compensation and benefits:

- a. **STRS Pick-Up.** The Board shall pay the employer's share of STRS contributions as required by law. In addition, the Board shall "pick-up" (pay directly) the employee's share of retirement contributions to the State Teachers Retirement System on behalf of Superintendent, at the rate in effect, plus all retirement contributions on this picked-up amount. During the term of this Contract, this pick-up shall be a condition of Superintendent's employment with the Board and shall not be at the Superintendent's option. It is the intention of the parties that this picked-up amount be included in Superintendent's compensation for the purpose of calculating retirement benefits. It is also the intention of the parties that this pick-up, together with contributions on the pick-up, be made with respect to all amounts paid under this Contract which are recognized by STRS as compensation for retirement purposes. These payments shall be made with the same frequency as those deductions from other STRS employees' paychecks.
- b. **Health and Dental Insurance.** The Superintendent shall be entitled to the same dental insurance benefits provided to full-time, certificated administrative staff of the District pursuant to Board policy. In addition, Superintendent shall enroll in the Board's High Deductible Health Plan offered to the teachers of the District, and the Board shall contribute the same employer's share of insurance premiums and annual deductible contributions towards a health savings account. The Board reserves the right to change insurance carriers or its method of insurance during the term of this Contract.
- c. **Life Insurance.** The Board shall procure and pay the full premium for a universal life or whole life insurance policy in an amount not to exceed twice the Superintendent's annual base salary. This policy shall be payable to the beneficiary designated by

Superintendent. The policy shall be procured from an insurance company designated by Superintendent and licensed to do business in Ohio. Any accrued cash value shall be retained by Superintendent following separation from employment, or by his beneficiary in the event of death.

- d. **Association Dues.** The Board will pay up to \$1,500.00 per year in dues for membership in education, civic or other professional organizations of the Superintendent's choice. The Board will consider amounts above the annual \$1,500 dues threshold if Superintendent and Board agree that joining such organizations is beneficial to the District.
- e. **Severance.** Upon submission of proof of approved retirement with the State Teachers Retirement System ("STRS"), Superintendent shall be entitled to payment of severance, at his then-current per diem rate, for 25% of his accumulated and unused sick leave in the District as of the effective date of his resignation for purposes of retirement. Payment of this severance pay shall extinguish Superintendent's sick leave accumulation in the District and for purposes of future public employment in Ohio. This severance pay may, however, be waived by Superintendent, in which case the sick leave accrual shall remain to the credit of Superintendent for purposes of future public employment in Ohio, to the extent permitted by law.
- f. **Sick Leave.** Superintendent shall accrue fifteen (15) days of paid sick leave for each Contract year, which shall be credited at the rate of 1.25 days per month under Contract. Unused sick leave shall be cumulative up to a maximum allowed for full-time employees under Board Policy po1432 – Sick Leave.
- g. **Vacation Leave.** Superintendent shall be granted 20 days of vacation leave each contract year, to be deemed fully accrued on each August 1st. Vacation leave days shall be a fully paid leave, and may be used at the discretion of Superintendent barring extraordinary and compelling circumstances requiring the continued presence of Superintendent at his place of work.

At the end of each Contract year, up to five (5) days of accrued but unused vacation leave may be exchanged for cash, at the option of the Superintendent, at his current per diem pay rate of pay. Vacation leave exchanged for cash in this manner shall be extinguished and shall not be carried over into the following Contract year.

All vacation leave which is accrued and unused during the term of this Contract, and which is not exchanged for cash pursuant to the preceding paragraph, shall be accumulated and carried forward to the credit of Superintendent. Upon separation from employment, the Board shall compensate Superintendent at his current per diem rate of pay for all such accrued and unused vacation leave, not to exceed, however, the amount accrued during the three (3) years immediately preceding the date of separation.

- h. **Personal Leave.** Superintendent shall accrue personal leave at the rate of three (3) days per Contract year, to be accrued in full at the inception of this Contract and upon each August 1st thereafter. All or part of the personal leave accrued but unused at the end of any Contract year shall be exchanged for cash at Superintendent's current per diem pay rate. Personal leave exchanged for cash in this manner shall be extinguished and not be carried forward in Superintendent's personal leave accrual balance. At the time of separation, all accrued and unused personal leave to Superintendent's credit, up to a

maximum of three (3) days, shall be paid to Superintendent at his current per diem rate of pay.

- i. **Holidays.** Superintendent shall be entitled to the same paid holidays as other 12-month administrative employees under existing Board policy. If Superintendent elects or is required to work on holidays, he shall be separately compensated for such days at his current per diem rate in addition to his regular salary.
- j. **Mobile Communications Allowance.** In order to facilitate communications between the Superintendent and his staff, to ensure a prompt administrative response to emergencies, and to better utilize the time of Superintendent while he is traveling or otherwise outside the office, the Board shall pay to Superintendent, in January of each contract year, an annual allowance of \$1,200 for purposes of acquiring and maintaining a mobile telephone and/or other mobile electronic communications device. A prorated portion of this allowance shall be paid in August for the first five months of this contract. The Board shall establish and maintain an "accountable plan" in conformity with IRS regulations whereby the Superintendent may, at his election, provide the Treasurer with documentation of mobile communications expenses on an ongoing basis, so that the allowance is reported as income only to the extent that it exceeds the expenses incurred by Superintendent during the tax year.
- k. **Medicare.** Board shall pay on behalf of Superintendent, and in addition to the salary shown in Section 4 above, the Superintendent's share of the Medicare payroll tax.
- l. **Miscellaneous Benefits.** In addition to the benefits mentioned above, Superintendent shall be entitled to all benefits which are provided to other twelve-month administrative employees of the District and which do not duplicate the above.

6. EXPENSES

- a. **Mileage Reimbursement.** The Board will pay mileage reimbursement to Superintendent for the use of his personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the prevailing IRS rate upon monthly statements signed by the Superintendent and submitted to the Treasurer.
- b. **Residency & Relocation Expenses.** Superintendent and the Board agree that Superintendent shall establish a permanent residence within the District by July 31, 2019, which shall continue through the term of this Contract. To that end, the Board shall reimburse Superintendent for the actual and necessary expenses incurred in moving into the boundaries of the District, including any necessary expenses for temporary lodging, not to exceed \$10,000 in total. Superintendent shall produce written documentation to substantiate these expenses. Realtor fees and costs associated with buying or selling a house are excluded from reimbursement. Should Superintendent either separate employment with the District and/or no longer reside within the District within a twelve (12) month period that begins at the time he establishes a permanent residence in the District, then, in that event, Superintendent shall be required to repay the Board for all relocation expenses reimbursed to Superintendent under this Section.

7. PROFESSIONAL GROWTH:

The Superintendent shall be encouraged to attend those seminars, workshops and professional meetings as are approved by the Board, the actual expenses of said attendance to be paid by the District.

8. EVALUATION:

The Board shall evaluate the Superintendent in accordance with Board policy. The Board and Superintendent shall mutually adopt goals consistent with the job description of the Superintendent. The Superintendent shall be evaluated based on the performance of aforementioned goals. The evaluation of Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law.

9. MEDICAL EXAMINATION:

If so requested by the Board, or at the election of the Superintendent, Superintendent shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of Superintendent's choosing. When such an examination is performed, the physician or physicians shall submit a written statement to the Board which is limited to the conclusion as to whether Superintendent is physically and mentally capable of performing the duties of his office. The actual medical report of the examination shall become the property of the Superintendent and shall remain confidential as between the physician(s) and the Superintendent. The cost of the medical examination and the report shall be borne by the Board.

If the physician's statement declares that Superintendent is not capable of performing his job duties, it is agreed that the Board may proceed with the appointment of a superintendent pro tempore pursuant to Section 3319.011 of the Ohio Revised Code.

10. CONTRACT TERMINATION:

This Contract may be terminated by: (a) mutual agreement of the parties; (b) retirement, permanent disability, or death of the Superintendent; or (c) termination by the Board in accordance with the laws of the Ohio.

11. INDEMNIFICATION:

The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent against all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, and defend Superintendent against any criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of Superintendent while acting within the scope of employment by the Board and in the good faith belief that such conduct was lawful and in the best interests of the School District. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater, and in no such case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

12. STRS OBLIGATIONS:

The Superintendent agrees that he has been notified of and accepts his duties and obligations under Chapter 3307 of the Ohio Revised Code, relating to the State Teachers Retirement System (STRS).

13. CONFLICT OF LAW:

If any portion of this Contract is deemed to be illegal due to conflict with State or Federal law the remainder of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Contract on this 12th day of March, 2018.

SUPERINTENDENT

**VALLEY VIEW LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

By Benjamin Richards
Benjamin Richards, Superintendent

By Chris Valeri
President, Board of Education

Date above signed: 3-12-18

By Anna Salska
Treasurer, Board of Education

Date above signed: 3/12/2018