CONTRACT OF SUPERINTENDENT

(O.R.C. 3319.01)

This contract is entered into by and between the BOARD OF EDUCATION OF THE RIDGEDALE LOCAL SCHOOL DISTRICT, hereinafter called “Board,” and Erika S. Bower, hereinafter called “Superintendent,” upon the following considerations:

WHEREAS the Board and Superintendent believe that a written employment agreement serves to enhance administrative stability and effectiveness by improving communications within the management structure of the School District, and

WHEREAS the Board and Superintendent further believe that the educational program of the School District will benefit directly from a Board-Superintendent relationship in which the respective roles of the parties are clearly defined and in which the Superintendent is provided the resources necessary for the effective administration and implementation of Board policies;

NOW, THEREFORE, the Board and Superintendent, in consideration of the foregoing, do hereby agree as follows:

1. TERM

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, 2025 and ending July 31, 2028.

Notwithstanding the above, any per diem calculation of pay which may be required shall be based upon a 233-day work year (260 days minus the annual allotment of 20 vacation days and 7 Federal Holidays)

1. PROFESSIONAL LICENSURE AND RESPONSIBILITIES
   1. Licensure

Superintendent shall hold and maintain throughout the term of this Agreement a valid superintendent’s license issued by the State of Ohio. If further training is required to maintain licensure, the Board will pay or reimburse the tuition costs for such training in accordance with section 5-i of this agreement.

* 1. 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 except as provided in R.C. 3313.31 and 3319.04. 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 under law, Superintendent shall direct and assign teachers and other employees of the schools under her supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and noninstructional, as best serves the Board, shall select all personnel for initial employment and make recommendations with respect to the reemployment, non-re-employment, 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 her 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.

Notwithstanding any provision of Ohio Revised Code Section 3319.01 or policy of the Board, Superintendent shall not be required, as a condition of employment, to reside within the School District.

1. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of Superintendent through her participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
2. Seminars and courses offered by public or private educational institutions; and
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for the Board.

In its encouragement, the Board shall allow up to 10 days annually with pay for Superintendent to participate in such professional growth activities, and shall pay for the reasonable and necessary fees, tuition, travel, food, and lodging expenses incurred by reason of such participation from the funds set forth in section 5(j) below. Board approval is required for any expenditures in excess of the funds set forth in section 5(j) below. Additional release time for professional growth activities may be granted by the Board upon the request of Superintendent.

1. SALARY

The Board shall pay Superintendent during the term of her contract at the annual salary rate of $ per year. This salary shall be paid in 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.

1. OTHER COMPENSATION AND BENEFITS
   1. STRS Contributions

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 Superintendent’s total retirement contribution to the State Teachers Retirement System on behalf of Superintendent, 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 in the School District 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 compensation provided under this contract, consistent with prevailing law and STRS regulations, unless otherwise specifically provided herein.

If, during the term of this Contract, legislation is enacted, becomes effective, and is applicable to this Contract, and such legislation would prohibit the payment by the Board of the employee’s share of retirement contributions on Superintendent’s behalf as a fringe benefit pick-up, the Board shall add to Superintendent’s salary the amount of the employee contribution previously picked up as a fringe benefit. The Board shall then deduct such amount from Superintendent’s salary and pay such amount directly to the STRS on Superintendent’s behalf (a salary reduction pick-up). Such salary reduction pick-up shall become a condition of Superintendent’s employment under this Contract, and not at Superintendent’s option. Such adjustments to the salary of Superintendent shall not have the effect of increasing the per diem pay calculations made under any other provision of this Contract

* 1. Longevity Incentive

After each year of service as Superintendent, the Board shall procure and pay directly the full premium for a tax-sheltered annuity policy for the benefit of the Superintendent, the cost of value which is as follows: 4% in the first year of this contract, 5% in the second year of this contract, and 6% in the third year of this contract times the annual contract salary amount of the completed year, not to exceed a maximum of $10,000 in each year of this contract. The annuity shall be subject to the restrictions permitted by section 9.91 of the Ohio Revised Code and set up through the designation of the Superintendent. The policy shall be the property of the Superintendent both before and after separation of employment. It is the intention of both parties that the amounts paid for such tax-sheltered annuity shall be included in the Superintendent’s compensation for retirement purposes.

* 1. Performance Bonus

By September 30th of each year, the Board and the Superintendent shall mutually establish at least three (3) goals for the Superintendent. The Superintendent may earn an additional bonus each year based upon her performance with regard to the goals established for that year.

The determination of whether the goals have been met or exceeded and the amount of the bonus, if any, shall be made by the Board in the Board’s sole and absolute discretion no later than the date of the Board’s last regular meeting in July at the end of each contract year. Any bonus will be paid in a lump sum within thirty (30) days of the Board’s determination.

* 1. Medicare

Board shall pay on behalf of Superintendent, and in addition to the salary shown in paragraph 4 above, the Superintendent’s share of the Medicare payroll tax (currently 1.45% of salary).

* 1. Group Insurances

The Board shall provide health care coverage for Superintendent (family plan) and shall pay toward such coverage an amount equal to the amount paid by the Board for 12-month administrative employees (family plan) at the time this contract is entered into. The Board reserves the right to change carriers or its method of insurance during the term of this contract, so long as there is a substantial equivalency of coverage before and after such change.

* 1. Life Insurance

The Board shall procure and pay the full premium for a term life insurance policy in the amount of $250,000.00, payable to the beneficiary designated by Superintendent. Any unused premium resulting from death, resignation, retirement, or termination shall be returned to the Board.

(NOTE: Under the current tax code, a term life policy in excess of $50,000 will result in income to the employee. (Section 79, Internal Revenue Code.)

* 1. Holidays, Vacation Leave, Personal Leave

Superintendent shall be entitled to the same paid holidays as other 12-month administrative employees under existing Board policy.

Superintendent shall be entitled to 20 vacation days per year. Said vacation days shall accrue to the benefit of the Superintendent on August 1 of each year of this contract. Superintendent will be allowed to carry over a maximum of ten (10) days per year with a maximum of 30 days’ vacation accrued at any given time in the contract. The Superintendent may elect to cash in any accrued days of vacation leave at any time during a contract year. Vacation leave exchanged for cash in this manner shall be extinguished and shall not be carried over into the following contract year. Upon separation from employment, Superintendent shall be entitled to compensation at her then-current per diem rate for her accumulated and unused vacation leave, not to exceed payment for thirty (30) days.

Superintendent shall be entitled to three (3) personal leave days for each year of this contract to be used at her discretion with no carryover of said days.

* 1. Administrative Days

The Superintendent will be entitled to five (5) administrative days per contract year that may be used at the Superintendent’s discretion when students are not in session. The use of such days will not diminish the Superintendent’s vacation leave or personal leave.

* 1. Severance Pay

Upon separation from employment in the District, Superintendent shall be entitled to full pay at her then-current per diem rate for 33% of her accumulated and unused sick leave as of the date of separation. This severance pay shall be paid upon any separation from employment and is not limited to separation for retirement purposes.

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.

* 1. Tuition Reimbursement

Within a reasonable time following presentation of documentation to the Treasurer showing successful completion of, and payment of, the required tuition and any mandatory fee(s) for, any course undertaken following the initial employment of Superintendent in such capacity, which course is at an institution of higher education accredited by an organization recognized by the Ohio Board of Regents, the Board of Education shall reimburse Superintendent for such tuition and fee(s), provided that: (a) reimbursement for such tuition and fee(s) shall not in the aggregate exceed $2,500.00 for coursework taken in any contract year; (b) “successful completion” as used herein shall mean a grade of 2.0 or better on a 4.0 scale, the equivalent of same on any other numerical scale, or “pass” on a pass/fail scale; and (c) should Superintendent’s employment with the Board of Education conclude within one year of completion of a course for which reimbursement is made under this provision, Superintendent shall repay the Board of Education for the amount so reimbursed for any such course on a pro rata basis, which may be deducted from Superintendent’s final pay.

* 1. Cell Phone

The Board shall pay Superintendent the amount of one hundred dollars ($100.00) per month to defray the cost of a cell phone or other mobile communications device(s).

* 1. Miscellaneous Benefits

In addition to the benefits mentioned above, Superintendent shall be entitled to all benefits which are provided to other administrative employees of the District and which do not duplicate the above, including but not limited to sick leave, personal leave, and other leaves, insurances, deferred compensation plans, and parking privileges. Whenever a benefit provided to the Superintendent under this contract is also provided to other administrators, through Board policy or otherwise, the Superintendent shall be entitled to the more favorable treatment in each instance, unless specifically declined by her.

* 1. Professional Associations

The Board shall pay the annual dues for one state and one national professional association of the Superintendent’s choosing.

1. EXPENSES
2. Transportation

In light of the unique nature of the professional duties of the Superintendent, which require attendance at many meetings and functions at different school buildings, at non-school locations, and after normal business hours, the Board shall assume the cost of such transportation and will pay mileage reimbursement to Superintendent for the use of her personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the IRS prevailing rate, upon monthly statements signed by the Superintendent and submitted to the Treasurer.

1. Other Expenses

The Board shall promptly, and not less than monthly, reimburse Superintendent for all necessary and reasonable expenses incurred on school-related business, upon written statements signed by the Superintendent and submitted to the Treasurer.

1. PROFESSIONAL LIABILITY
2. The Board will provide professional liability insurance coverage protecting Superintendent from liability from claims, suits, actions and legal proceedings brought against Superintendent in her official capacity and as an agent or employee of the School District and while acting within the scope and course of said employment. The minimum amount of such coverage shall be $1 million per occurrence/$3 million aggregate. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy is already in effect having at least the above minimum coverages.
3. The Board further will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual or official capacity as agent and employee of the School District, arising from (1) acts or omissions of Superintendent occurring while Superintendent was acting within the scope of her employment or (2) Superintendent’s legal status as superintendent of schools, whether or not based upon the acts or omissions of Superintendent, with the exception of findings for recovery issued by the Auditor. The Board shall defend Superintendent from criminal charges against her if such charges are based on conduct occurring in the scope of employment and in the good-faith belief that the conduct was lawful and in the best interests of the School District. The above provisions shall not be construed so as to provide personal liability for an individual member of the Board to defend or indemnify Superintendent against such demands, claims, suits, actions and legal proceedings.
4. In actions where the Board and Superintendent are co-defendants, and a good-faith disagreement exists as to the manner in which a claim should be defended, Superintendent may retain independent legal counsel for her defense, the cost of which shall be paid or reimbursed by the Board; provided, however, that the foregoing shall not be construed to require the Board to pay the legal expenses of Superintendent in any action or proceedings in which the Board and Superintendent have adverse interests.
5. EVALUATION

The Board shall evaluate Superintendent annually in accordance with its adopted procedures. Such evaluation shall be considered by the Board in deciding whether to renew the Superintendent’s contract.

During the final year of contract expiration, a written evaluation report shall be delivered to Superintendent on or before March 1 in order to provide time to show progress in correcting any deficiencies which may have been identified in the evaluation process. If the Board fails to provide a written evaluation report by such date, the Superintendent shall be automatically re-employed for an additional term of one year with the same salary and benefits; provided, however, that the Board, in lieu of such automatic re-employment, may pay to Superintendent separation pay equal to the salary earned by Superintendent in the final contract year. Such separation pay shall be in addition to any severance pay to which Superintendent may be entitled under this contract and/or state law and shall be paid irrespective of any conflicting provisions in Board policy.

1. TERMINATION

This contract shall be terminated by resignation, retirement, or termination for cause pursuant to Section 3319.16 of the Ohio Revised Code.

Early termination of this contract may be effectuated by the Board upon 90 days written notice to Superintendent, provided written confirmation is received from the Superintendent indicating acceptance of the early termination. If early termination is effectuated in this manner, the Board shall pay the Superintendent an amount equal to the salary and insurance premiums which would have been paid during the balance of the contract period, in exchange for which the Superintendent shall waive all termination procedures under Section 3319.16 of the Ohio Revised Code and release all claims which she has or could have asserted against the Board, its officers, employees, and agents, past or present, arising from or connected with her employment in the Ridgedale Local School District.

1. STRS OBLIGATIONS

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

1. SAVINGS CLAUSE

If any portion of this contract is ruled to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect for the full duration thereof.

1. COMPLETE AGREEMENT CLAUSE

This writing sets forth the complete agreement of the parties; it supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written, and shall not be varied or amended except in writing signed by both parties and pursuant to properly adopted resolutions of the Board. The Superintendent acknowledges that all information transmitted by her or on her behalf to the Board in connection with her employment served as material representations inducing the Board to enter into this Agreement. It is the intention of the parties that any provision of employment of the Superintendent not specifically dealt with in this Agreement shall be governed by applicable provisions of Ohio law, and that any provision of Ohio law in conflict with any provision of this Agreement shall be governed by this Agreement to the extent that the parties may lawfully so provide.

1. AMENDMENT OF AGREEMENT

Amendment of any provision of this Agreement shall be in writing, mutually agreed upon, and shall become part of this Agreement, but such modifications shall not be construed as a new contract with the Superintendent, nor as an extension of the termination date of this Agreement unless specifically provided therein.

WHEREFORE, authorization for this contractual agreement was affirmed through resolution by the Ridgedale Local Board of Education on , 2024 with a favorable vote; and

WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUPERINTENDENT BOARD OF EDUCATION

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Treasurer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date