

**BIG WALNUT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION
EMPLOYMENT CONTRACT OF SUPERINTENDENT**

IT IS HEREBY AGREED, in consideration of the mutual promises and covenants hereinafter set forth, by and between the Board of Education of the Big Walnut Local School District ("BWLSL") or (the "Board") and Ryan P. McLane (the "Superintendent") that the Board, in accordance with its action by Resolution recorded in the Minutes of its regular Meeting held on the 16th day of June, 2022, hereby employs Ryan P. McLane as the Superintendent of Schools of the BWLSL for a term commencing on August 1, 2022 through July 31, 2025. The Superintendent hereby accepts such employment and agrees that he shall perform the duties of Superintendent of Schools in and for the BWLSL as those duties are prescribed by the laws of the State of Ohio, by the Policies, Rules and Regulations of the Board, the job description, and by this Contract.

IT IS FURTHER AGREED by and between the Board and the Superintendent as follows:

Section 1. Definitions. As used in this Agreement:

"District" means the Big Walnut Local School District, Sunbury, Ohio; "Board" means the Board of Education; "Policy" or "Board Policy" means the duly adopted policies of the Board as currently in effect or as hereafter amended; "contract year" for compensation and benefits purposes means the twelve-month period between August 1 and July 31, provided that all salary and benefits payments shall be pro-rated for any year consisting of fewer than twelve full months; "daily rate of pay" means the sum of the Superintendent's then-effective salary, stipends, and payments in lieu of certain benefits divided by 260.

Section 2. Salary of Superintendent, Retirement System Contribution.

a. Annual Salary.

The Board shall pay the Superintendent an annual salary of One Hundred Forty-Four Thousand Dollars (\$144,000.00), in consideration of his faithful performance of the duties of Superintendent of the District. Effective July 1 of each of the succeeding two years (2023 and 2024) the Superintendent will receive a two percent (2.0%) increase in his base salary.

The annual salary shall be paid in substantially equal installments in accordance with the policy and practice of the Board governing the payment of compensation to other professional staff members of the District. During the term of this Contract the salary of the Superintendent shall not be reduced or frozen unless such reduction or freeze is part of a uniform plan affecting all District administrative employees.

b. State Teachers Retirement System.

The Board shall pay the employer's share of the State Teachers Retirement System (STRS) contributions and Medicare as required by law.

In addition, the Board will "pick up and pay" (pay directly) the employee's share of the Superintendent's total retirement contribution to STRS on behalf of the Superintendent, plus all retirement contributions on the "picked-up" amount. During the term of this Contract, this "pick-up" shall be a condition of the Superintendent's employment and shall not be at the Superintendent's option. It is the intention of the parties that the "picked-up" amount be included in the Superintendent's compensation for the purpose of calculating retirement benefits. The STRS "pick-up" will be continued so long as the Internal Revenue Code, the STRS and the State Attorney General allow it.

Section 3. Annual Evaluation.

The Board shall have the right to make adjustments in the annual salary of the Superintendent. For each contract year in which this Contract or any extension thereof is in effect, the Board shall, consistent with the Board-adopted written evaluation procedure, Superintendent's job description and performance objectives, review the performance of the Superintendent and provide the Superintendent with an annual evaluation of his performance prior to August 1 of the contract year following the year of evaluation (e.g., by August 1, 2023 the Board will provide the Superintendent with an evaluation for the contract year of August 1, 2022 through July 31, 2023).

Any performance review may be conducted in executive session of the Board. The Superintendent shall provide such information as is necessary or appropriate to permit the Board to determine the extent to which the Superintendent's professional goals and objectives have been achieved or, if not achieved, the extent to which progress toward accomplishing such goals and objectives has been made. Any adjustments in the annual salary of the Superintendent shall be determined by the Board, except any decrease must be mutually agreed upon by the Board and the Superintendent unless such decrease is part of a uniform reduction of salary for all employees. Changes in the Superintendent's salary other than based on his annual evaluation or by uniform salary reduction shall be set forth in the form of an Amendment to this Contract.

Section 4. Term, Extension of Contract.

The Board shall give the Superintendent written notice, in accordance with Revised Code Section 3319.01 if it determines not to reemploy the Superintendent for a succeeding term. The Superintendent shall provide a minimum of thirty (30) days written notice to the Board President of his desire to terminate his employment prior to the expiration of this Contract.

Section 5. Termination of Contract.

Prior to the termination or suspension of this Contract for a period of greater than ten (10) working days, the Board will provide the Superintendent an opportunity for a meeting that shall be conducted before the Board in executive session. At such meeting, the Superintendent shall have an opportunity to provide information as to why the Contract should not be suspended or terminated. In the event of suspension or termination, the Superintendent will promptly deliver all Board-owned property to the Board and will cooperate with any interim employee assigned the duties of Superintendent pending the completion of any hearing challenging such suspension or termination.

This Contract may be terminated by:

- a) Mutual agreement of the parties;
- b) Retirement, disability, or death of the Superintendent;
- c) Failure of the Superintendent to maintain proper licensure/certification;
- d) In accordance with the laws of Ohio.

Section 6. Superintendent's Professional Qualifications and Duties.

The Superintendent has represented to the Board that he holds the professional qualifications, training, experience and ability to provide the District with the highest quality of professional leadership and this Contract is expressly entered into in reliance on those representations. These duties will generally be performed during normal business hours and on District premises, but it is expressly agreed that the duties of the Superintendent will require the Superintendent to work during times other than normal business hours. The following enumeration of specific duties shall describe, but not limit the Superintendent's duty to provide the District with the highest quality professional educational leadership during the term of this agreement.

a. Superintendent.

The Superintendent shall be the Chief Executive Officer of the School District and shall have, under the direction of the Board, general supervision and management of all of the public schools and all the personnel in the various personnel departments of the School District. The 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, the job description as it now exists and as it may be amended from time to time, or the laws of the State of Ohio, and to the extent such duties are not the responsibility of another superintendent under law, the Superintendent shall direct and assign teachers and other employees of the schools under his supervision, shall assign pupils to grade levels and buildings, and 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 re-employment, 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, and 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 the Board from time to time. In performing these duties on behalf of the Board, the 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. The 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. The 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 him. The delegation of any power or duty, shall not, however, relieve the Superintendent of responsibility for the action taken under such delegation.

b. Licensure/Certification.

The Superintendent shall maintain and furnish to the Board evidence of a valid and appropriate certificate/license issued by the Ohio Department of Education to serve in the position of superintendent of schools in accordance with the laws of the State of Ohio. The Superintendent shall maintain in effect during the term of this Contract and any extension thereof all Administrative certificates/licenses issued to him by the Ohio Department of Education.

c. District Programs.

The Superintendent shall cooperate and assist in the implementation of the District's Strategic Plan and shall recommend to the Board actions to accomplish the goals and objectives established by the Board, taking into consideration the guidelines set by the Board.

d. District Operations.

The Superintendent shall work cooperatively with the Treasurer to promote the welfare of the District.

e. Other Duties.

The Superintendent shall perform other duties as prescribed by State law, in Board policies, and in the Superintendent's job description as they currently exist or may hereafter be amended, and by the specific provisions of this Contract. The Superintendent shall not engage in any outside consulting service during normal working hours nor shall any outside service commitment interfere with the Superintendent's full-time attention to District responsibilities.

Section 7. Referral of Complaints.

The Board and its individual members may refer criticisms, complaints and suggestions called to the attention of the Board or its individual members to the Superintendent for his consideration, recommendation, and if appropriate, resolution.

Section 8. Superintendent Incapacity.

Should the Superintendent, in the judgment of the Board and in accordance with adopted written Board policy establishing standards for determining whether an employee is incapacitated, be unable to fully perform his duties by reason of illness, accident or other disabling cause and said disability exists for a continuous period of thirty (30) calendar days, the Board may by majority vote of its members declare the Superintendent incapacitated. During any period during which the Superintendent is incapacitated he may be placed on sick leave or leave of absence. The Superintendent may request a hearing before the Board on any action taken under this Section, and he shall have the same rights in any such hearing as are granted to a teacher in a Board hearing under Section 3319.16 of the Ohio Revised Code. If the Board determines the Superintendent is incapacitated, it shall, in accordance with Section 3319.011 of the Ohio Revised Code, appoint a Superintendent *pro tempore* to perform all of the duties and functions of the Superintendent and to serve until the Board, by majority vote, determines the Superintendent's incapacity is removed, or until the expiration of the Superintendent's contract, whichever is sooner. The term of the Superintendent's Contract shall not be extended by reason of the Superintendent being incapacitated.

a. Medical Examination.

If so requested by the Board, or at the election of the Superintendent, Superintendent shall undergo a comprehensive medical examination for the purpose of determining whether Superintendent is physically and mentally capable of performing the duties of his office. Said examination shall be conducted by a reputable physician or physicians of Superintendent's choosing and shall not be conducted more than once in any calendar year except by mutual agreement. 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.

Section 9. Expenses.

Except as otherwise provided in this Section, the Board will, consistent with Board policy, reimburse the Superintendent for actual and necessary expenses incurred in the performance of his duties. All expenses for which reimbursement is sought shall be supported by receipts and submitted in accordance with District policy. Work-related travel will be reimbursed at the prevailing IRS mileage rate.

Section 10. Superintendent Vacation, Sick Leave, Personal Leave and Severance Pay.

The Superintendent's contract year shall include the twelve month period from August 1 through July 31 and shall include 260 working days of which twenty-five (25) working days are paid vacation days exclusive of legal holidays. Vacation days shall be scheduled by the Superintendent so as to minimize the disruption of District operations and at times acceptable to the Board. Vacation leave shall be taken within the year in which it is earned except that not more than ten (10) days of unused vacation leave may be carried forward to a subsequent year and up to an additional ten (10) days may be converted annually to salary, which will cancel each day of vacation so compensated. In the case of the death of the Superintendent, unused vacation leave shall be paid to the estate, or to the surviving spouse or other family member in accordance with Section 2113.04 of the Ohio Revised Code. The Superintendent shall be entitled to sick leave accumulated at the rate of 1-1/4 days per month and it shall accumulate in accordance with Ohio law and Board policy, up to a maximum of 260 days. The Superintendent shall be credited with all transferable sick leave earned in prior eligible employment up to a maximum of 260 days. Upon separation from the District for reason of retirement during the term of this Contract or upon its expiration, the Superintendent will be paid severance pay at the rate of one quarter (1/4) day for every one (1) day of his accumulated and unused sick leave at the Superintendent's then daily rate of pay, not to exceed sixty-five (65) total days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Superintendent at that time. The Superintendent shall receive three (3) days of unrestricted personal leave during each contract year. Unused personal leave does not accumulate and shall not be paid if not used during the contract year. The Superintendent is also entitled to all legal holidays provided to other administrative personnel.

Section 11. Affiliation Dues, Educational Expense, and Professional Growth Opportunities.

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

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

The Superintendent is encouraged to attend those professional meetings and conferences that are necessary for the completion of the Superintendent's responsibilities. The actual and necessary expenses of all of the foregoing professional growth opportunities shall be reimbursable up to Five Thousand Dollars (\$5,000.00) per year. Activities are subject to Board approval. For approved activities, the Board shall pay for the reasonable and necessary fees, travel, meals and lodging expenses incurred by reason of participation.

The Board shall pay the Superintendent's annual membership dues to two state and two national professional associations. The Superintendent will submit a list of organizations to the Board for approval.

Section 12. Insurance and Other Benefits.

The benefits provided under this Contract, including but not limited to the following, are provided to the Superintendent on the condition that: (1) each of the benefits is authorized and permitted under existing provisions of law, (2) the Superintendent will be solely responsible for the reporting and payment of any taxes that may be due by reason of any or all of the benefits, and (3) that any amounts sheltered from income tax liability shall not exceed the maximum amount of such shelter available to the Superintendent under applicable IRS regulations.

a. Life Insurance.

Within a reasonable time following the signing of this Agreement, the Board will provide and maintain in effect during the term of this Agreement a group term life insurance policy insuring the life of the Superintendent in the amount of Thirty Thousand Dollars (\$30,000.00).

b. Health and Medical Insurance.

The group health and medical (including dental and vision) insurance policy accorded to other Administrators of the District will be provided to the Superintendent on the same basis and with the same level of Board contribution as is paid for other Administrators in the District.

c. Other Administrative Benefits.

The Superintendent shall receive such additional benefits as the Board of Education provides for its administrative employees by policy, to the extent that such benefits are not specifically addressed in this Contract.

Section 13. Indemnification.

The Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings, other than criminal proceedings and findings for recovery in an audit report, brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting within the scope of his employment in the good faith belief that his actions were in the best interest of the District, and further provided such liability coverage is within the authority of the Board to provide under State law. 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; except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings. The Board

shall not, however, be required to pay any costs or for any legal proceedings in the event the Board and Superintendent have adverse legal interests in such proceedings as provided by law.

Section 14. Contract Not Assignable.

This Contract is a contract for personal professional services of the Superintendent and is not assignable by either party.

Section 15. Severability and Entire Agreement.

This Contract of Employment shall be subject to and construed according to the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract, and it supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written, and any purported agreement or understanding not herein contained, expressly or by implication, shall not be recognized.

It is the intention of the parties that any provision of employment of the Superintendent not specifically addressed in this Contract shall be governed by applicable provisions of Ohio law, and that any provision of Ohio law in conflict with any provision of this Contract shall be governed by this Contract to the extent that the parties may lawfully provide. Amendment of any provision of this Contract shall be in writing, mutually agreed upon, and shall become a part of this Contract, but such modification shall not be construed as a new Contract with the Superintendent, nor as an extension of the termination date of this Contract unless specifically provided therein.

Ryan P. McLane, by affixing his signature hereto, represents that he has been notified and accepts his duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teachers Retirement System as a condition of his employment.

Dated this ____ day of _____, 2022.

Ryan P. McLane

BIG WALNUT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Douglas P. Cowl, Board President

Stephen P. Fujii, Vice-President

Jeremy J. Buskirk, Treasurer