

**Chippewa Board of Education**

**July 9, 2018**

**Regular Meeting---6:00 p.m.**

**Hazel Harvey Elementary School Cafeteria**

**Call to Order, Pledge of Allegiance, and Moment of Silence**

**(Roll Call) Present: Good, Nagy, Rohr**

**I. Discussion of the Minutes**

- A. May 21, 2018
- B. May 31, 2018
- C. June 11, 2018
- D. June 25, 2018
- E. June 28, 2018
- F. July 2, 2018
- G. July 5, 2018

**II. Adoption of the Agenda**

Upon consideration to approve the Adoption of the Agenda

Motion to approve by Good and seconded by Nagy

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

**III. The Superintendent's Report**

**A. Auction Financials**

- Auction proceed dollars not currently earmarked
- \$1,000 to PTA
- Balance to debt

**Resolution 167-18**

**B. Upon consideration to give \$1,000.00 from auction proceeds to PTA.**

Motion to approve by Good seconded by Nagy

Roll Call: Rohr yes, Good yes, Nagy yes

**CARRIED**

**C. Purchasing threshold for Board resolution requirement**

- \$3,000 or \$10,000.00 Discussed, TBD at next meeting

**D. Chippewa Intermediate School Update**

- 1. Sign at road – Check install date
- 2. Sign on Building – Check install date
- 3. Sign at front entrance - TBD
- 4. Lockers – Update – To discuss removal

**E. Chippewa Junior/Senior High School**

- 1. Main sign - Lay conduit only
- 2. Dirt needed for Chippewa Intermediate School Playground – No new info
- 3. Landscaping – To investigate
- 4. Training has started

**IV. The Treasurer's Report**

- Fiscal year end

**V. Communication**

- None

**VI. Discussion of Consent Agenda Items for the First Regular Monthly Meeting**

**A. Buildings, Sites and Major Purchases Recommendations by the Superintendent**

1. Discussion of purchase of choir shells for Chippewa Jr/Sr High School from Wenger in the amount of \$34,757, a copy of which is attached hereto and incorporated herein.
2. Discussion of purchase of portable steps from Wenger in the amount of \$11,796 for Chippewa Jr/Sr High School, a copy of which is attached hereto and incorporated herein.
3. Discussion of Piano for new auditorium from Solich Piano in the amount of \$39,963.
4. Discussion of Marching Band Percussion Instruments, from Pellegrino's Music, in the amount of \$13,959.03.
5. Discussion of the contract with Koorson Fire and Security for Fire Alarm upgrade at Chippewa Intermediate School.

**B. Education Recommendations by the Superintendent**

1. Discussion of the approval of open enrollment for the 2018-19 school year.

**C. Personnel and Community Services Recommendations by the Superintendent**

1. Discussion of contract with McGown and Markling, Attorneys at Law for the 2017-18 and 2018-19 school year, a copy of which is attached hereto and incorporated herein.

**VII. Old Business Consensus**

**Resolution 168-18**

- A. Upon consideration to approve the quote with Buckeye Sealcoating for asphalt repair at Hazel Harvey in the amount of \$5,950, a copy of which is attached hereto and incorporated herein.

Motion to approve by Good and seconded by Rohr

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

**VIII. Agenda Items with Superintendent's request for approval on one reading**

**A. Personnel and Community Services Recommendations by the Superintendent.**

**Resolution 169-18**

Upon consideration to approve the resignation of Steve Watkins as Chippewa Intermediate School Principal effective at the end of the 2017/18 school year, a copy of which is attached hereto and incorporated herein.

Motion to approve by Nagy and seconded by Good

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

**Resolution 170-18**

2. Upon consideration to approve the following Fall Supplemental contracts for the 2018-2019 school year.

<b>mental</b>	<b>Name</b>	<b>Percentage</b>	<b>Amount</b>
Football Cheerleading Middle School Coach	Michelle Ries	6.25%	\$2,252
Cross Country Varsity Head Coach	Jenna Waltz	10.5%	\$3,783
Cross Country Middle School	Emily Badock	5%	\$1,802
Football Varsity Head Coach	Mike Bohley	16%	\$5,765
Football Varsity Assistant Coach	Adam Brown	12%	\$4,324
Football Varsity Assistant Coach	John Mitchen	12%	\$4,324
Football Varsity Assistant Coach	Rick Kaderly	12%	\$4,324
Football Varsity Assistant Coach	William Epling	12%	\$4,324
Football Varsity Assistant (Volunteer)	Ian Lega		
Football 8 <sup>th</sup> Grade Head Coach	Dennis Warner	7.25%	\$2,612
Football 7 <sup>th</sup> Grade Head Coach	Ben Hymes	7.25%	\$2,612
Golf Varsity Coach	Jason Egli	10.5%	\$3,783
Marching Band High School Director	Alexa McCleaster	16%	\$5,765
Marching Band High School Assistant Director	Shauna Knight	3.75%	\$1,351
Soccer Varsity Head Coach Girls	Ruth Coney	10.5%	\$3,783
Soccer Varsity Assistant Coach Girls	Mary Kay Hajek	2.75%	\$991
Soccer Junior Varsity Girls Coach (1/2 contract)	Joan West	3.625%	\$1,306
Soccer Junior Varsity Girls Coach (1/2 contract)	Beth Lewis	3.625%	\$1,306
Tennis Varsity Head Coach girls	Nicholas Pandrea	10.5%	\$3,783
Tennis Junior Varsity Coach girls	Megan Kerr	7.25%	\$2,612
Volleyball Varsity Head Coach	Heidi Hatzler	10.5%	\$3,783
Volleyball Junior Varsity Coach	Brittany Akins	7.25%	\$2,612
Volleyball Freshman Coach	Shannon Miller	7.25%	\$2,612

Motion to approve by Good and seconded by Nagy

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

**Resolution 171-18**

3. Upon consideration to approve an addition to the Casual Summer Help, Denise Vasilatos.

Motion to approve by Nagy and seconded by Good

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

**Resolution 172-18**

4. Upon consideration to stay consistent with the unanimous resolution passed on July 5, 2018, appointing and employing Superintendent Todd Osborn as the R.C. 3319.01 Superintendent for the Chippewa Local School District Board of Education ("Board") to approve the Employment contract between the Board and Superintendent Osborn, a copy of which is attached hereto and incorporated herein.

Motion to approve by Good and seconded by Nagy

Roll Call: Rohr yes, Good yes, Nagy yes

**CARRIED**

**IX. Other Board Business**

**X. Adjournment**

Motion to adjourn at 6:55 PM by Good and seconded by Nagy

Roll Call: Good yes, Nagy yes, Rohr yes

**CARRIED**

# Customer Quotation

Quote: 3101796  
 Prepared For: Chippewa High School  
 100 Valley View Rd  
 Doylestown OH 44230-1699

Page: 1  
 Date: 6/07/2018  
 Effective: For 60 days only



Delivery Within: \*\*90-120 Days ARO  
 Tax: Not Included  
 Terms: PENDING CREDIT APPROVAL  
 F.O.B. Point: Destination

Regarding: Section: 116133 - Parts 2.17 Stairs & 2.18 Towers

Item	Description	Quantity	Unit Price	Price
S231111	<p>Reference:</p> <ul style="list-style-type: none"> <li>- Bid Package 11B - Stage Curtain &amp; Rigging</li> <li>- Section: 116133 Rigging Systems &amp; Controls</li> <li>- Alternate No.9 - Orchestra Shell Towers</li> <li>- Alternate No.10 - Portable Stairs &amp; Landing</li> <li>- Alternate No.11 - Motorized Stage Batten</li> <li>- Drawing #: QT-101, QT-102, QT-401</li> <li>- Addendums Noted: 1, 2</li> <li>- 2018 Wenger delivery &amp; installation pricing included.</li> </ul> <p>ALTERNATE NO.9 - Orchestra Shell Towers            Part 2.18            CUSTOM MAESTRO COMPONENTS            (4) Towers Sqr Top 4ft Base, 8ft Radius,                12' Wide, 16' Tall            (1) Wheeled Mover            Face Material: Laminate - std colors</p> <p>Total Product Charge</p> <p>Total Charge</p> <p>DEDUCT: \$4,474.00 from total for supervised installation. Customer is to provide 3 skilled workers fro the duration of the installation, estimated at 2 days. Customer will provide all tools, unload the truck, assemble and cleanup.</p>	1		<p>34,757.00</p> <hr/> <p>34,757.00</p>

\* Terms and Conditions of Sale appear on following page.

Submitted By: Maggie Kramer  
 Project Cost Estimator

Phone: 800-326-8373 Ext 8329 Fax: 507-774-8580  
 Email: maggie.kramer@wengercorp.com  
 On Behalf of: Greg Hanbaum

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
 www.wengercorp.com



# Customer Quotation



**Quote:** 3101796  
 Prepared For: Chippewa High School  
 100 Valley View Rd  
 Doylestown OH 44230-1699

Page: 2  
 Date: 6/07/2018  
 Effective: For 60 days only

Delivery Within: \*\*90-120 Days ARO  
 Tax: Not Included  
 Terms: PENDING CREDIT APPROVAL  
 F.O.B. Point: Destination

Regarding: Section: 116133 - Parts 2.17 Stairs & 2.18 Towers

Item	Description	Quantity	Unit Price	Price
S228999	ALTERNATE NO.10 - Portable Stairs and Landing Part 2.17 CUSTOM STAGETEK COMPONENTS (2) Stairway Landing Unit, Painted BLK 2" insulation underside Black powder coated frames (8) Adj. Legs - 38" elevation (2) Stairway, 6 step, Painted BLK 2" insulation under treads (8) Lin ft. Drapery - 37" high (1) Universal Deck & Rail Cart (2) Guardrail, 4' (4) Deck Anchor	1		
	Total Product Charge			11,796.00
	Total Charge			11,796.00
	DEDUCT: \$605.00 from total for supervised installation. Customer is to provide 2 skilled workers fro the duration of the installation, estimated at 1 day. Customer will provide all tools, unload the truck, assemble and cleanup.			
	<b>TERMS AND CONDITIONS</b>			
	* Pricing is for 2018 delivery and installation.			
	* Price does not include Sales Tax.			
	* Price does include Field Measurements			

\* Terms and Conditions of Sale appear on following page.

Submitted By: Maggie Kramer  
 Project Cost Estimator

Phone: 800-326-8373 Ext 8329 Fax: 507-774-8580  
 Email: maggie.kramer@wengercorp.com  
 On Behalf of: Greg Hanbaum

WENGER CORPORATION  
 555 Park Drive, PO Box 448  
 Owatonna, MN 55060-0448  
 Phone 800.4WENGER (493-6437)  
 Fax 507.455.4258  
 Parts & Service 800.887.7145

WENGER CORPORATION  
 CANADA OFFICE  
 Phone 800.268.0148

WORLDWIDE  
 Phone 1.507.455.4100  
 Fax 1.507.774.8576

WEB SITE  
 www.wengercorp.com



## 2017-2018 SCHOOL YEAR SCHOOL LAW HOTLINE<sup>SM</sup> AGREEMENT

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive *School Law Hotline*<sup>SM</sup>, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2017-2018 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over \$1 million worth of legal services offered to Ohio's education community. The *School Law Hotline*<sup>SM</sup> is a registered service mark held by the Firm. More information regarding the *School Law Hotline*<sup>SM</sup> can be found at [www.schoollawhotline.com](http://www.schoollawhotline.com).

The **Chippewa Local School District Board of Education** ("Educational Institution") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2017-2018 school year (i.e., July 1, 2017, through June 30, 2018). This Agreement is at-will and may be terminated by either party at any time.

### SCOPE OF ENGAGEMENT

- I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*<sup>SM</sup>.
- II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.
- III. School Law Hotline Hours:
  - A. The Firm shall provide the Educational Institution with five (5) pro bono hours of legal services for the 2017-2018 school year.
  - B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2017-2018 school year, shall be billed at a blended hourly rate of \$250 as compared to the Firm's regular rates of up to \$350 (non-litigation) and \$600 (litigation) per hour which may be billed to the Firm's non-*School Law Hotline*<sup>SM</sup> clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution Office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution Office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only thereby preserving the attorney-client relationship between the Firm and the Educational Institution.

E. **Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.**

**THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Linda H. Fenn, Board President

\_\_\_\_\_  
Sandy Stebly, Superintendent Date \_\_\_\_\_

\_\_\_\_\_  
Steven Workman, Treasurer Date \_\_\_\_\_

Resolution No.: \_\_\_\_\_

**McGOWN & MARKLING Co., L.P.A.:**

By: *s/Matthew John Markling*  
Matthew John Markling, Managing Director

February 26, 2018  
Date



## 2018-2019 SCHOOL YEAR SCHOOL LAW HOTLINE<sup>SM</sup> AGREEMENT

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive *School Law Hotline*<sup>SM</sup>, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2018-2019 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over \$1 million worth of legal services offered to Ohio's education community. The *School Law Hotline*<sup>SM</sup> is a registered service mark held by the Firm. More information regarding the *School Law Hotline*<sup>SM</sup> can be found at [www.schoolawhotline.com](http://www.schoolawhotline.com).

The **Chippewa Local School District Board of Education** ("Educational Institution") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2018-2019 school year (i.e., July 1, 2018, through June 30, 2019). This Agreement is at-will and may be terminated by either party at any time.

### SCOPE OF ENGAGEMENT

I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*<sup>SM</sup>.

II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.

III. School Law Hotline Hours:

A. The Firm shall provide the Educational Institution with five (5) pro bono hours of legal services for the 2018-2019 school year.

B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2018-2019 school year, shall be billed at a blended hourly rate of \$250 as compared to the Firm's regular rates of up to \$400 (non-litigation) and \$600 (litigation) per hour which may be billed to the Firm's non-*School Law Hotline*<sup>SM</sup> clients. **Please also note that the Educational Institution is being given a courtesy discount as the regular 2018-2019 school year blended hourly rate for other *School Law Hotline*<sup>SM</sup> clients is \$275.** These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution Office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution Office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only thereby preserving the attorney-client relationship between the Firm and the Educational Institution.

E. **Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.**

**THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Linda H. Fenn, Board President

\_\_\_\_\_  
Sandy Stebly, Superintendent Date \_\_\_\_\_

\_\_\_\_\_  
Steven Workman, Treasurer Date \_\_\_\_\_

Resolution No.: \_\_\_\_\_

**McGOWN & MARKLING Co., L.P.A.:**

By: *s/Matthew John Markling*  
Matthew John Markling, Managing Director

February 26, 2018  
Date



## Buckeye Sealcoating

PO Box 117 (40 W Marion St.)  
Doylestown, OH  
44230-0117

## PROPOSAL

phone: (800)-892-9804  
or: (330)-658-3377  
fax: (330)-658-5778

<b>Customer:</b>	<b>Job / Project:</b>	<b>Date:</b> June 25, 2018
------------------	-----------------------	----------------------------

**Chippewa Local Schools**  
56 N. Portage St.  
Doylestown, OH 44230  
Attn: Laurie Sizemore

**Parking Lot**  
Multiple

<b>Phone:</b> 330-812-4888	<b>job phone:</b>	<b>email:</b> chip_sizemore@tccsa.net
----------------------------	-------------------	---------------------------------------

*We are pleased to quote the following Scope of work:*

### Hazel Harvey

#### ASPHALT OVERLAY

1. Includes one(1) area 45 x 55 totaling approximately 2,475 square feet of asphalt.
2. Clean surface and remove loose debris.
3. Apply SS-1 Tack Coat for proper adhesion to existing asphalt.
4. Overlay area with two(2) inches of #448 type 1 surface course asphalt.
5. Roll for proper compaction.
6. Includes three(3) tons of asphalt to patch potholes in front of school.

ASPHALT OVERLAY \_\_\_\_\_

**\$5,950.00**

Please circle items chosen, sign, and return one copy of the proposal.

Thank you for the opportunity of quoting the above work scope.

Terms: Net 10 days

By: Jeffrey S. Gallagher

Date: 6/25/2018

2% Interest charged Monthly on balances over 30 days

**Acceptance of Proposal**

Signature \_\_\_\_\_

Date Accepted \_\_\_\_\_

June 25, 2018

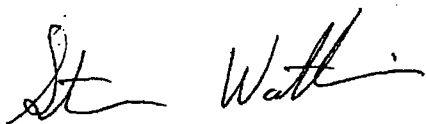
Mrs. Sandy Stebly  
Superintendent  
Chippewa Local Schools  
56 North Portage Street  
Doylestown, Ohio 44230

Dear Mrs. Stebly,

Please accept this letter as a formal notification that I am resigning from my position as Principal at Chippewa Middle School.

Thank you for giving me the opportunity to begin my professional career in administration five years ago at Chippewa Middle School. The guidance, direction, and learning that I have gained from the staff and fellow administration at Chippewa will be with me for the rest of my career. I wish Chippewa the best and will always have the great relationships and positive memories from the staff, administration, community and amazing students.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Watkins". The signature is written in a cursive style with a large initial "S" and a long horizontal stroke at the end.

Steve Watkins

**R.C. 3319.01 SUPERINTENDENT/CHIEF EXECUTIVE OFFICER  
CONTRACT OF EMPLOYMENT**

This R.C. 3319.01 Superintendent/Chief Executive Officer Contract of Employment ("Superintendent Contract") is made and entered into on **July 5, 2018**, and **July 9, 2018**, by and between the Chippewa Local School District Board of Education ("Board") and **Todd Osborn** ("Superintendent") (collectively, "Parties") pursuant to R.C. 3319.01. The Parties agree as follows:

**1. ALL PRIOR CONTRACTS SUPERSEDED**

This Superintendent Contract specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices regarding the employment of any R.C. 3319.01 employee including, but not limited to, Superintendent and the Board. The Parties also agree that the Board may implement a uniform reduction in compensation and benefits for all employees for the 2018-2019 school year and beyond including, but not limited to, R.C. 3313.22, R.C. 3319.02, R.C. 3319.08, and R.C. 3319.081 employees to be consistent with the compensation and benefits set forth in this Superintendent Contract and, as a result, any such uniform reductions are already reflected in this Superintendent Contract. A copy of 2015-2016 to 2017-2018 administrative salary schedules, as well as R.C. 3313.22 and R.C. 3319.01 employment contracts for the current superintendent and treasurer, are attached hereto and incorporated herein – **in spite of the fact that none of these administrative salary schedules and employment contracts were ever official approved by the Board and attached to any board minutes** – for the sole purpose of ensuring that any forthcoming uniform reduction in compensation and benefits are not reduced below those set forth in this Superintendent Contract without an amendment to this Superintendent Contract by the Parties.

**2. TERM OF CONTRACT**

For the four (4) year contract-year period commencing **August 1, 2018**, and ending **July 31, 2022**, Superintendent shall be appointed and employed as the Superintendent/Chief Executive Officer for the Board under R.C. 3319.01 by virtue of this Superintendent Contract with full authority and responsibilities as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Superintendent Contract as may be amended from time to time.

**3. PROFESSIONAL LICENSE**

Superintendent shall maintain and furnish to the Board evidence of maintaining, throughout the life of this Superintendent Contract, valid credentials, including acceptable bond, to act as the Superintendent/Chief Executive Officer for the Board in accordance with all applicable laws of the State of Ohio. This Superintendent Contract is subject to continued proper certification of Superintendent.

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

4. **DUTIES OF SUPERINTENDENT/CHIEF EXECUTIVE OFFICER**

Superintendent shall dispatch any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board, and shall devote such time and energy as is necessary to meet the Superintendent/Chief Executive Officer obligations and responsibilities for the Board as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Superintendent Contract as may be amended from time to time. **A copy of the current version of Board Policy CBA (“Qualifications and Duties of the Superintendent”), which may be amended from time to time, is attached hereto and incorporated herein.**

5. **COMPENSATION**

A. **Annual Base Salary**

1) **Base Salary**

Commencing August 1, 2018, and ending July 31, 2022, the Board shall pay Superintendent an annual base salary of One Hundred Twenty Two Thousand Five Hundred Dollars and Zero (\$122,500.00) in consideration of Superintendent dispatching any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board three hundred sixty five (365) days per contract-year period.

2) **No Automatic Annual Base Salary Increases**

a. **No Automatic Percentage Increase**

The annual base salary shall automatically increase each contract year (i.e., August 1 to July 31) by Zero Percent (0.0%) during the term of this Superintendent Contract.

b. **No COLA Increase:** The annual base salary shall not automatically increase each contract year (i.e., August 1 to July 31) by any cost-of-living adjustment (“COLA”) during the term of this Superintendent Contract.

- 3) **Discretionary Annual Base Salary Increases:** The Board may increase the annual base salary at any time during the term of this Superintendent Contract. The Parties understand that any discretionary annual base salary increase under Paragraph 5(A)(3) of this Superintendent Contract shall be made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.
- 4) **Annual Salary Distributions:** The annual salary shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
- 5) **Tax Deferred Annuity Withholding and Transfer:** Upon the written request of Superintendent, the Board shall withhold and transfer a portion of Superintendent's salary to a tax-deferred annuity program chosen by Superintendent from such programs as may be adopted by the Board.

**B. Per Diem Rate of Pay**

The *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Superintendent Contract by two hundred sixty (260) days.

**C. Uniform Reduction Plan**

With the sole exception of Paragraph 1, nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "compensation" of Superintendent during this Superintendent Contract provided that any decrease is a part of a uniform plan affecting salaries of all employees of the Chippewa Local School District pursuant to R.C. 3319.01 and any and all applicable laws of the State of Ohio.

**6. OTHER COMPENSATION**

**A. State Teachers Retirement System of Ohio**

- 1) **STRS Employer Contribution:** The Board shall pay the entire share of the employer contribution of any and all State Teachers Retirement System of Ohio ("STRS") contributions as required by the laws of the State of Ohio.

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

- 2) **Pick-Up On The Pick-Up Plan:** The Board has adopted a “pick-up on the pick-up” plan wherein the Board specifies that the “pick-up on the pick-up” plan: (a) shall apply to Superintendent, (b) shall mandate that the Board pay the Superintendent’s entire share of the employee/member contribution of any and all STRS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member STRS contribution by the Board as compensation to the Superintendent, (d) shall include payment of the Superintendent’s entire employee/member STRS contribution by the Board in the Superintendent’s salary for STRS retirement purposes, (e) shall be a mandatory condition of employment as the Superintendent, and (f) shall prohibit the Superintendent from opting out of the plan. The “pick-up on the pick-up” plan shall apply to Superintendent during the term of this Superintendent Contract.
- B. **Health Care Plans:** Superintendent shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Superintendent Contract. The Board shall pay One Hundred Percent (100.00%) of the premium for said health care plans. The Parties understand that any health care benefits under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.
- C. **Group Term Life Insurance Policy:** The Board shall provide Superintendent with a group term life insurance policy no less than the total amount of the Superintendent’s annual base salary as set forth in Paragraph 5(A)(1). The Parties understand that any life insurance benefits under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.
- D. **Cell Phone Stipend:** [INTENTIONALLY BLANK]
- E. **Annuity:** [INTENTIONALLY BLANK]
- F. **Medicare:** The Board shall pay directly to the federal government Superintendent’s share of Medicare.
- G. **Monthly Transportation Stipend:** [INTENTIONALLY BLANK]
- H. **Additional Insurance Coverage:** [INTENTIONALLY BLANK]
- I. **Tuition Reimbursement:** [INTENTIONALLY BLANK]

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*



J. **Other Compensation Provided to Full-Time, Twelve (12) Month Administrative Employees:** [INTENTIONALLY BLANK]

K. **Bonus for Honoring Contract Term and Waiving R.C. 3319.15 and Applicable Rights**

- 1) Should Superintendent be employed with the Board on August 2, 2019, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.
- 2) Should Superintendent be employed with the Board on August 2, 2020, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.
- 3) Should Superintendent be employed with the Board on August 2, 2021, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.
- 4) Should Superintendent be employed with the Board on July 31, 2022, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.

L. **Uniform Reduction Plan**

With the sole exception of Paragraph 1, nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "other compensation" of Superintendent during this Superintendent Contract provided that any decrease is a part of a uniform plan affecting salaries of all employees of the Chippewa Local School District pursuant to R.C. 3319.01 and any and all applicable laws of the State of Ohio.

## 7. WORK SCHEDULE

- A. While the *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Superintendent Contract by two hundred sixty (260) days, R.C. 3319.01 mandates that the Board contract with Superintendent for three hundred sixty five (365) days in each contract year (i.e., August 1 to July 31).
- B. Superintendent shall devote such time and energies as are necessary to perform the duties set forth in Paragraph 4 of this Superintendent Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in Paragraph 4 of this Superintendent Contract shall require Superintendent to work during times other than normal business hours and the regular work week (e.g., evenings and weekends).
- C. As R.C. 3319.01 mandates that the Board employ a Superintendent three hundred sixty five (365) days per year, Superintendent agrees that Superintendent shall not engage in any other business activities or render services of any nature on behalf of Superintendent or on behalf of any other person, corporation, or other entity – whether for compensation or otherwise – without the Board’s prior written approval and Superintendent must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Superintendent is prohibited from holding outside employment unless prior written approval is granted by the Board. That being said, the Parties agree that Superintendent shall be permitted to remain on the Credential Review Board of the Ohio Department of Education and perform said credential review consulting services during normal business hours and the during the regular work week without loss of pay as such credential review consulting services is a benefit to the Board and shall be considered among the duties set forth in Paragraph 4 of this Superintendent Contract.
- D. The prohibition of Superintendent holding outside employment – unless prior written approval is granted by the Board – remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, personal leave and may result in disciplinary action up to and including termination of employment.

## 8. HOLIDAYS AND VACATION LEAVE

- A. **Holidays:** Superintendent shall be entitled to eleven (11) paid holidays, which are the same dates set forth in R.C. 3319.087 and the collective bargaining agreement between the Board and the classified employees consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to**

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

**August 1, 2018**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. Any unused holidays as of July 31<sup>st</sup> shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate – as set forth in as set forth in Paragraph 5(B) – within thirty (30) days after July 31<sup>st</sup>. The Parties understand that any holiday leave under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.

- B. **Vacation Leave:** Superintendent shall be entitled to twenty (20) vacation days consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract; however, no unused vacation days shall accrue or carry over from year to year. In other words, if Superintendent does not use any paid vacation leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid vacation leave on August 1, 2019. Nor shall Superintendent ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. That being said, any unused vacation days as of July 31<sup>st</sup> shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate – as set forth in as set forth in Paragraph 5(B) – within thirty (30) days after July 31<sup>st</sup>. The Parties understand that any vacation leave provided under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations. Nothing in this Superintendent Contract precludes the Board from compensating Superintendent for unused vacation days in accordance with Paragraph 5(A)(3) of this Superintendent Agreement at the sole discretion of the Board.

9. **SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY**

A. **Sick Leave**

- 1) Superintendent shall be entitled to up to two hundred eighty six (286) sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any sick leave provided under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

- 2) Consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Superintendent may use up to two hundred eighty six (286) sick leave days as provided by any and all applicable laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time.
- 3) Consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Superintendent shall be entitled to accumulate up to two hundred eighty six (286) sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and Board policies and as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that the accumulation of sick leave provided under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.

B. **Personal Leave:** Consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Superintendent shall be entitled to three (3) paid personal days as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract; however, no unused personal days shall accrue or carry from year to year. In other words, if Superintendent does not use any days of paid personal leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid personal leave on August 1, 2019. That being said, any unused personal days as of July 31<sup>st</sup> shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate – as set forth in as set forth in Paragraph 5(B) – within thirty (30) days after July 31<sup>st</sup>. The Parties understand that any paid personal leave provided under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations. Nothing in this Superintendent Contract precludes the Board from compensating Superintendent for unused personal leave days in accordance with Paragraph 5(A)(3) of this Superintendent Agreement at the sole discretion of the Board.

C. **Severance Pay:** Pursuant to R.C. 124.39(C) and applicable laws and consistent with Board policies as may be amended from time to time **and shall be adopted by the Board prior to August 1, 2018**, Board shall pay Superintendent twenty five percent (25%) of Superintendent's remaining accumulated and unused sick leave days at Superintendent current per diem rate on the date of actual retirement with a maximum payment of seventy one and one half (71.5) days plus five and one half

(5.5) day per year if employed by the Board after July 31, 2019, and one (1) day for each additional year employed by the Board after July 31, 2020. In other words, if Superintendent qualifies and accepts retirement benefits under the STRS/School Employees Retirement System of Ohio ("SERS") while employed by the Board as the Superintendent/Chief Executive Officer, Superintendent shall qualify for a one-time severance payment.

1. This one-time severance payment shall be equal to the per diem rate of pay set forth in Paragraph 5(B) this Superintendent Contract at the time of retirement (i.e., Annual Salary Base Salary ÷ 260 days) times twenty-five percent (25%) of the accumulated maximum unused sick leave, the total of which shall never exceed thirty (30) days (i.e., 25% x 120 accumulated maximum unused sick days = 30 days). By way of example, should Superintendent retire on July 31, 2019, the annual base salary is \$122,500.00, and there are 286 days of accumulated maximum unused sick leave at the time of retirement (e.g., July 31, 2019); the one-time severance payment shall be calculated as  $\$471.15 \times 71.5 = \$33,687.25$ .
2. The Parties understand that any severance pay provided under this Superintendent Contract is made by the Board independent of the collective bargaining process between the Board and any applicable labor organizations.

## 10. PROFESSIONAL GROWTH/ORGANIZATIONS

### A. Professional Growth

- 1) Superintendent shall be encouraged to participate in seminars, in-service meetings, college courses, and certification class requirements which promote professional growth and are related to the duties set forth in Paragraph 4 of this Superintendent Contract.
- 2) Superintendent shall submit requests to attend professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract to the Board for approval prior to attending the same during normal business hours. The Board has the sole discretion to approve or deny attendance requests by Superintendent under Paragraph 10(A)(2) of this Superintendent Contract.
- 3) Upon approval by the Board, attendance at professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract shall be considered a work day for Superintendent under Paragraph 7 of this Superintendent Contract.

- 4) Upon approval by the Board, the Board shall reimburse or pay on behalf of Superintendent for all actual and necessary travel and other expenses required to attend the professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract.

**B. Professional Organizations**

- 1) Superintendent shall be encouraged to join and participate in the Ohio School Boards Association and Buckeye Association of School Administrators, as well as other state and national associations of which the Board and/or Superintendent are members with prior written Board approval.
- 2) The Board shall reimburse or pay on behalf of Superintendent for all actual and necessary membership dues, as well as travel and other expenses, required to join and participate in the professional organizations set forth in Paragraph 10(B)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract to the extent permitted by law.

**11. EXPENSES**

The Board shall reimburse or pay on behalf of Superintendent for all actual and necessary travel and other expenses required in the performance of the duties set forth in Paragraph 4 of this Superintendent Contract subject to such limitations as provided by the laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time.

**12. CONTRACT RENEWAL OR NONRENEWAL**

Renewal or nonrenewal of this Superintendent Contract by the Board shall be in accordance with R.C. 3319.01 and any and all applicable laws of the State of Ohio.

**13. PERFORMANCE EVALUATION**

Pursuant to R.C. 3319.01, the Board shall adopt procedures for the evaluation of Superintendent and shall evaluate Superintendent in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Superintendent's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3319.01 or this Superintendent Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Superintendent's contract.

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

14. **CONTRACT TERMINATION**

This Superintendent Contract may be terminated by:

- A. Mutual agreement of the Parties;
- B. Retirement, disability, or death of Superintendent;
- C. Termination by the Board in accordance with R.C. 3319.01, R.C. 3319.16, and any and all applicable laws of the State of Ohio;
- D. Failure of Superintendent to maintain a valid license;
- E. Failure of Superintendent to secure a position schedule bond in a reasonable amount acceptable to the Board; and/or
- F. As otherwise provided by law.

15. **INDEMNIFICATION**

- A. Except for findings for recovery in an audit report pursuant to R.C. 117.28, the Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and/or legal proceedings brought against Superintendent in either an individual capacity or in an official capacity as agent and employee of the Board provided the incident arose while Superintendent was acting within the scope of employment (excluding criminal litigation) and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under Paragraph 15 of this Superintendent Contract 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, shall any individual board member be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and/or legal proceedings.
- B. It is expressly recognized between the Parties, that the duty to provide for the defense of Superintendent also applies to demands, claims, suits, actions, and/or legal proceedings (excluding criminal litigation) threatened and/or commenced by and/or on behalf of any other political subdivision and/or the State of Ohio.
- C. Paragraph 15 of this Superintendent Contract shall not apply to disputes between the Parties.

16. **BOND/POSITION SCHEDULE BOND**

The Board shall provide position schedule bonding for Superintendent in the minimum amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

17. **MEDICAL EXAMINATION**

Superintendent agrees that, upon the request of the Board he shall submit to a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental competency of Superintendent shall be filed with the Superintendent of the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the Board determines that Superintendent is incapacitated in such a manner that he is unable to perform the duties of the office of Superintendent, the Board may, by a majority vote of the members of the Board, appoint a person to serve in his place *pro tempore*. The standards for determining whether Superintendent is incapacitated shall be determined in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

18. **STRS OBLIGATIONS**

Superintendent has been notified as required by R.C. 3307.21 of all duties and obligations under R.C. Chapter 3307 pertaining to STRS as a condition of his employment.

19. **COMPLETE AGREEMENT**

This Superintendent Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Superintendent Contract or any amendments or exhibits hereto as this Superintendent Contract has been jointly drafted by both parties.

20. **SAVINGS CLAUSE**

If any portion of this Superintendent Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Superintendent Contract shall remain in full force and effect.

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*



21. **COUNTERPARTS**

This Superintendent Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Superintendent Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.

22. **REVIEW BY COUNSEL**

Superintendent represents and warrants that this Superintendent Contract is the result of full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Superintendent review this Superintendent Contract and to verify that the terms and provisions of this Superintendent Contract are reasonable and enforceable. Superintendent acknowledges that Superintendent has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Superintendent Contract has been jointly drafted by both parties.

**FOR THE CHIPPEWA LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION:**

**FOR TODD OSBORN:**

\_\_\_\_\_  
Linda H. Fenn\*  
Board President  
(In Official Capacity Only)

\_\_\_\_\_  
Todd Osborn

\_\_\_\_\_  
Steven Workman\*  
Treasurer/Chief Financial Officer  
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. \_\_\_\_\_ (July 5, 2018)

Authorized Pursuant to Board Resolution No. \_\_\_\_\_ (July 9, 2018)

\* This Agreement has no legal effect absent Board approval.

**CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Chippewa Local School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Chippewa Local School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

---

Linda H. Fenn, Board President  
(In Official Capacity Only)

---

Steven Workman, Treasurer/Chief Financial Officer  
(In Official Capacity Only)

---

Sandy Stebly, Superintendent/Chief Executive Officer  
(In Official Capacity Only)

*Superintendent/Chief Executive Officer Contract of Employment  
Chippewa Local School District Board of Education*

ADMINISTRATIVE SALARY SCALE  
Effective Beginning 2015/2016 Contract Year

Step	SUPT.	TREAS.	HIGH SCH. PRINCIPAL	HIGH SCH. ASSISTANT	MIDDLE SCH. PRINCIPAL	MIDDLE SCH. ASSISTANT	ELEMENTARY PRINCIPAL	SPEC. EDUC. SUPERVISOR
0	91,176	77,410	82,585	63,273	75,709	55,224	72,226	59,250
1	93,000	78,958	84,237	64,538	77,217	56,528	73,671	60,435
2	94,980	80,587	85,921	65,829	78,761	57,845	75,144	61,644
3	96,970	82,148	87,640	67,146	80,337	59,094	76,647	62,877
4	98,992	83,791	89,393	68,489	81,943	60,376	78,180	64,134
5	100,666	85,467	91,181	69,859	83,582	61,692	79,743	65,417
6	102,679	87,176	93,004	71,256	85,254	62,191	81,336	66,725
7	104,733	88,920	94,964	72,681	86,959	63,435	82,965	68,060
8	106,827	90,998	96,967	74,134	88,698	64,704	84,624	69,421
9	108,964	93,162	99,012	75,617	90,472	65,998	86,317	70,809
10	111,143	95,362	101,097	77,129	92,282	67,318	88,043	72,225
11	113,366	97,630	103,214	78,672	94,127	68,664	89,804	73,670
12	115,633	99,975	105,364	80,245	96,010	70,037	91,600	75,143
13	117,946	102,141	107,548	81,850	97,930	71,438	93,432	76,646
14	120,305	104,141	109,969	83,487	99,889	72,867	95,301	78,179
15	122,711	104,184	111,149	85,157	101,886	74,324	97,207	79,743

The index will increase 1% for 2015/2016 and 1% for 2016/2017.

The Board of Education will pay the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (find pick-up of paid amount).

Note: The above administrative experience does not include years as an assistant with the district (unless service is attained after 8/1/09).

Assistant Principals' Share of Pick-up will be paid by the BOE at the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (find pick-up of paid amount).

Note: The above benefit shall begin effective the start of the 2009/2010 year. (service experience 8/1/09 forward only).

The Board of Education will pay 100% of the premium for medical, drug prescription, and dental coverages for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education will pay 100% of the premium for life insurance matching amount of salary for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education will pay up to \$3,000 per year for tuition reimbursement, for the Treasurer.

The Board of Education will pay up to \$1,000 per year for approved travel outside of the district for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education will pay \$1,000/year for administrator representation to the Local Professional Development Committee.

The Board of Education will pay 1% of the Principal/Assistant Principal's salary for duty as the district test coordinator.

The Board of Education will pay up to \$500/year for membership in a professional organization for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education encourages professional growth and will pay present registration costs for Principals, and Assistant Principals upon Superintendent approval.

The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.

The Board of Education will grant 15 sick leave days per year to a maximum accumulation of 279 days effective 8/1/09 (maximum accumulation will increase 1 day/year thereafter).

The Board of Education will grant severance pay to each administrator with ten years of active service in the district at their per diem rate to up to a maximum of twenty five percent of unused sick leave and up to a maximum of 67 days at 8/1/2009 (plus one day each year thereafter).

The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service.

Administrators with accrued vacation and six years of active service may sell back to the district one week of vacation each year.

Step	ASST. TRES.	TREAS. AIDE	TRAIN/MAINT SUPV.	EXEC. SEC.	FOOD SERV SUPV.
0	33,054	30,044	46,241	31,922	23,496
1	33,715	30,645	47,166	32,560	23,966
2	34,389	31,258	48,109	33,212	24,445
3	35,077	31,883	49,071	33,876	24,934
4	35,779	32,521	50,059	34,553	25,433
5	36,494	33,171	51,054	35,244	25,941
6	37,224	33,834	52,075	35,949	26,460
7	37,969	34,511	53,116	36,668	26,990
8	38,728	35,201	54,178	37,402	27,529
9	39,503	35,905	55,262	38,150	28,080
10	40,293	36,623	56,369	38,913	28,641
11	41,098	37,356	57,495	39,691	29,214
12	41,920	38,103	58,645	40,486	29,799
13	42,759	38,865	59,819	41,295	30,395
14	43,614	39,642	61,014	42,120	31,002
15	44,486	40,435	62,234	42,963	31,623

The index will increase 1% for 2015/2016 and 1% for 2016/2017.

The Board of Education will pay the same percent of the premium for medical, drug prescription, and dental coverages as other classified personnel.

The Board of Education will pay 100% of the premium for life insurance matching other classified personnel.

The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.

The Board of Education will grant 15 sick leave days per year to a maximum accumulation of 246 days effective 7/1/09.

The Board of Education will grant severance pay to each employee above with ten years of active service in the district at their per diem rate up to a maximum of twenty five percent of unused sick leave and up to a maximum of 61 days at 8/1/2009 (plus one day each year thereafter).

The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service.

The Board of Education will grant vacation days for all part time 260 day employees at the following rate: 10 days (all his/her per diem hours worked) after one year of service.

ADMINISTRATIVE SALARY SCALE  
Effective Beginning 2016/2017 Contract Year

STEP	SUPT.	TREAS.	HIGH SCH. PRINCIPAL	HIGH SCH. ASSISTANT	MIDDLE SCH. PRINCIPAL	MIDDLE SCH. ASSISTANT	ELEMENTARY PRINCIPAL	SPEC. EDUC. SUPERVISOR
0	92,088	78,184	83,411	63,906	76,460	55,776	72,946	59,643
1	93,930	79,748	85,079	65,184	77,989	56,832	74,407	61,040
2	95,808	81,343	86,781	66,489	79,549	58,023	75,965	62,261
3	97,725	82,969	88,516	67,818	81,140	59,190	77,413	63,506
4	99,679	84,529	90,287	69,174	82,763	60,374	78,961	64,776
5	101,673	86,321	92,082	70,557	84,418	61,581	80,540	66,072
6	103,708	88,048	93,934	71,969	86,106	62,813	82,151	67,389
7	105,780	89,809	95,813	73,408	87,829	64,069	83,794	68,741
8	107,896	91,605	97,729	74,876	89,585	65,330	85,470	70,116
9	110,054	93,437	99,684	76,374	91,377	66,657	87,180	71,518
10	112,255	95,306	101,678	77,901	93,204	67,991	88,923	72,948
11	114,500	97,212	103,711	79,459	95,068	69,350	90,702	74,407
12	116,790	99,156	105,785	81,048	96,970	70,737	92,516	75,895
13	119,126	101,139	107,901	82,669	98,909	72,152	94,366	77,413
14	121,508	103,162	110,059	84,323	100,887	73,595	96,253	78,962
15	123,938	105,225	112,253	86,009	102,905	75,067	98,178	80,541

The index may be adjusted at any time by Board of Education resolution. The index increased 1% for 2015/2016 and 1% for 2016/2017.

Principals' Share of Pick-up will be paid by the BOE at the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (find pick-up of paid amount).

Note: The above administrative experience does not include years as an assistant with the district. (Unless service is attained after 8/1/09).

Assistant Principals' Share of Pick-up will be paid by the BOE at the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (find pick-up of paid amount).

Note: The above benefit shall begin effective the start of the 2009/2010 year. (Service experience 8/1/09 forward only).

The Board of Education will pay 100% of the premium for medical, drug prescription, and dental coverage for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education will pay up to \$3,000 per year for tuition reimbursement for the Superintendent, Principals, and Assistant Principals.

The Board of Education will pay up to \$1,000 per year for tuition reimbursement for the Treasurer.

The Board of Education will pay \$1,000/year for administrative representation to the local Professional Development Committee.

The Board of Education will pay 1% of the Principal/Assistant Principals' salary for duty as the district level coordinator.

The Board of Education will pay \$50/month for reimbursement for cellular phones for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education will pay up to \$500/year for membership in a professional organization for the Superintendent, the Treasurer, Principals, and Assistant Principals.

The Board of Education encourages professional growth and will pay in-service registration costs for Principals, and Assistant Principals upon Superintendent approval.

The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.

The Board of Education will grant 15 sick leave days per year to a maximum of 60 days effective 8/1/09 (maximum accumulation will increase 1 day/year thereafter).

The Board of Education will grant severance pay to each administrator within ten days of termination of active service in the district at their per diem rate to up to a maximum of twenty five percent of unused sick leave and up to a maximum of 67 days at 8/1/2009 (plus one day each year thereafter).

The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service. Administrators with accrued vacation and six years of active service may sell back to the district one week of vacation each year.

STEP	ASST. TREAS.	TREAS. AIDE	TRANSMANT SUPV.	EXEC. SECR.	FOOD SERV. SUPV.
0	33,385	30,344	46,703	32,241	23,731
1	34,053	30,951	47,637	32,686	24,206
2	34,734	31,570	48,590	33,544	24,690
3	35,428	32,201	49,562	34,214	25,184
4	36,137	32,845	50,553	34,899	25,687
5	36,860	33,502	51,564	35,597	26,201
6	37,597	34,172	52,595	36,309	26,725
7	38,349	34,856	53,647	37,035	27,259
8	39,116	35,533	54,720	37,775	27,805
9	39,898	36,284	55,814	38,531	28,361
10	40,696	36,989	56,931	39,302	28,928
11	41,510	37,729	58,089	40,088	29,507
12	42,340	38,494	59,231	40,889	30,097
13	43,187	39,283	60,415	41,707	30,699
14	44,051	40,038	61,624	42,541	31,313
15	44,932	40,839	62,856	43,392	31,939

The index may be adjusted at any time by Board of Education resolution. The index increased 1% for 2015/2016 and 1% for 2016/2017.

The Board of Education will pay the same percent of the premium for medical, drug prescription, and dental coverage as other classified personnel.

The Board of Education will pay 100% of the premium for the insurance matching other classified personnel.

The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.

The Board of Education will grant 15 sick leave days per year to a maximum of 60 days effective 7/1/09.

The Board of Education will grant severance pay to each employee above with ten years of active service in the district at their per diem rate up to a maximum of twenty five percent of unused sick leave and up to a maximum of 61 days at 8/1/2009 (plus one day each year thereafter).

The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service. The Board of Education will grant vacation days for all part time 260 day employees at the following rate: 10 days (at his/her per diem hours worked) after one year of service.

ADMINISTRATIVE SALARY SCALE  
Effective Beginning 2017/2018 Contract Year

Step	SUPT.	TREAS.	HIGH SCH. PRINCIPAL	HIGH SCH. ASSISTANT	MIDDLE SCH. PRINCIPAL	MIDDLE SCH. ASSISTANT	ELEMENTARY PRINCIPAL	SPEC. EDUC. SUPERVISOR
0	93,469	79,387	84,662	64,965	77,607	56,613	74,042	60,741
1	95,338	80,944	86,325	66,182	79,159	57,745	75,523	61,996
2	97,245	82,563	88,082	67,486	80,742	58,900	77,033	63,195
3	99,190	84,214	89,844	68,835	82,357	60,078	78,574	64,459
4	101,174	85,899	91,641	70,212	84,004	61,280	80,145	65,746
5	103,197	87,617	93,474	71,616	85,684	62,505	81,748	67,063
6	105,261	89,369	95,343	73,049	87,398	63,755	83,383	68,404
7	107,367	91,156	97,250	74,509	89,146	65,031	85,051	69,772
8	109,514	92,979	99,195	76,000	90,929	66,331	86,752	71,168
9	111,704	94,859	101,179	77,520	92,748	67,658	88,497	72,591
10	113,938	96,736	103,203	79,070	94,602	69,011	90,287	74,043
11	116,217	98,670	105,267	80,651	96,485	70,391	92,062	75,524
12	118,541	100,644	107,372	82,265	98,424	71,799	93,903	77,034
13	120,912	102,657	109,519	83,910	100,393	73,235	95,781	78,575
14	123,330	104,710	111,710	85,598	102,401	74,700	97,697	80,146
15	125,797	106,804	113,944	87,300	104,449	76,194	99,651	81,749

The index increased 1.5% for 2017/2018

The index may be adjusted at any time by Board of Education resolution.  
Principals' Share of Pick-up will be paid by the BOE at the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (red pick-up of paid amount).  
Note: The above administrative experience does not include years as an assistant with the district. (Unless service is attained after 07/09).  
Assistant Principals' Share of Pick-up will be paid by the BOE at the rate of One Percent for every two years of administrative experience with Chippewa Local Schools (red pick-up of paid amount).  
Note: The above benefit shall begin effective the start of the 2009/2010 year. (Service experience 8/1/09 forward only)

The Board of Education will pay 100% of the premium for medical, drug prescription, and dental coverages for the Superintendent, the Treasurer, Principals, and Assistant Principals.  
The Board of Education will pay up to \$3,000 per year for tuition reimbursement for the Treasurer, Principals, and Assistant Principals.  
The Board of Education will pay up to \$3,000 per year for tuition reimbursement for the Superintendent, the Treasurer, Principals, and Assistant Principals.  
The Board of Education will pay up to \$1,000/year for administrative representation to the Local Professional Development Committee.  
The Board of Education will pay up to \$50/month for reimbursement for cellular phones for the Superintendent, the Treasurer, Principals, and Assistant Principals.  
The Board of Education will pay 1% of the Principal/Assistant Principal's salary for duty as the district test coordinator.  
The Board of Education will pay up to \$50/year for membership in a professional organization for the Superintendent, the Treasurer, Principals, and Assistant Principals.  
The Board of Education will pay up to \$500/year for membership in a professional organization for the Superintendent, the Treasurer, Principals, and Assistant Principals.  
The Board of Education encourages professional growth and will pay in-service registration costs for Principals, and Assistant Principals upon Superintendent approval.  
The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.  
The Board of Education will grant up to a maximum of 286 days of active service in the district at their per diem rate to up to a maximum of twenty five percent of unused sick leave and up to a maximum of 75 days at 7/1/2017 (plus one day each year thereafter).  
The Board of Education will grant severance pay to each administrator with ten years of active service in the district at their per diem rate to up to a maximum of twenty five percent of unused sick leave and up to a maximum of 75 days at 7/1/2017 (plus one day each year thereafter).  
The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service.  
The Board of Education will grant vacation days for all part time 260 day employees at the following rate: 10 days (at his/her per diem hours worked) after one year of service.

Step	ASST. TREAS.	TREAS. AIDE	TRANSMANNT SUPV.	EXEC. SECR.	FOOD SERV. SUPV.
0	33,896	30,739	47,404	32,725	24,087
1	34,564	31,415	48,382	33,380	24,589
2	35,255	32,043	49,319	34,047	25,080
3	35,960	32,684	50,306	34,728	25,581
4	36,679	33,338	51,312	35,423	26,073
5	37,413	34,005	52,338	36,131	26,584
6	38,161	34,685	53,385	36,854	27,126
7	38,924	35,378	54,452	37,591	27,688
8	39,703	36,086	55,541	38,343	28,222
9	40,497	36,808	56,652	39,109	28,786
10	41,307	37,544	57,785	39,892	29,382
11	42,133	38,295	58,941	40,689	29,999
12	42,976	39,061	60,120	41,503	30,548
13	43,835	39,842	61,322	42,333	31,159
14	44,712	40,639	62,549	43,190	31,782
15	45,606	41,451	63,800	44,044	32,418

The index increased 1.5% for 2017/2018

The index may be adjusted at any time by Board of Education resolution.  
The Board of Education will pay the same percent of the premium for medical, drug prescription, and dental coverages as other classified personnel.  
The Board of Education will pay 100% of the premium for life insurance matching other classified personnel.  
The Board of Education will grant up to a maximum of three personal leave days per contract year as approved by the Superintendent.  
The Board of Education will grant up to a maximum of 283 days of active service in the district at their per diem rate up to a maximum of twenty five percent of unused sick leave and up to a maximum of 71 days at 7/1/2014 (plus one day each year thereafter).  
The Board of Education will grant severance pay to each employee whose with ten years of active service in the district at their per diem rate to up to a maximum of twenty five percent of unused sick leave and up to a maximum of 71 days at 7/1/2014 (plus one day each year thereafter).  
The Board of Education will grant vacation days for all full time 260 day employees at the following rate: 10 days after one year of service, 15 days after six years of service, and 20 days after 13 years of service.  
The Board of Education will grant vacation days for all part time 260 day employees at the following rate: 10 days (at his/her per diem hours worked) after one year of service.

## CHIPPEWA LOCAL SCHOOL DISTRICT TREASURER'S CONTRACT

This employment contract is entered into the 28th day of March, 2016 by and between the Board of Education of the Chippewa Local School District hereinafter called the Board, and Steven S. Workman, hereinafter called the Treasurer. The Board and the Treasurer for the consideration herein specified, agree as follows:

### A. Term of Contract

The Board, in accordance with its action as found in the minutes of its meeting held on the 28th day of March, 2016, hereby employs, and the Treasurer hereby accepts employment as Treasurer for a period commencing on August 1, 2016 and ending on the date of July 31, 2019.

### B. Professional Certification

The Treasurer shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this contract, valid credentials to act as Treasurer of this district in accordance with the laws of the State of Ohio.

### C. Duties

The Treasurer shall perform the duties specified in the laws of the State of Ohio and as set forth in the job description for the Treasurer as adopted by the Board, as it may be amended from time to time during the term of this contract. Such job description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein.

### D. Compensation

The Board shall pay the Treasurer at an annual rate in accordance with the approved amounts, and in equal installments according to Board policy. The Board may increase the salary of the Treasurer during the term of his contract but shall not reduce the salary except as provided by law. If an adjustment in salary is made during the term of the contract, all other provisions of this contract, including its termination date, shall remain as stated herein.

### E. Other Compensation

The Board shall provide the Treasurer with all benefits applicable to administrative employees, in accordance with Board policy. Such benefits shall include, but not be limited to: Life insurance equal to the salary amount, health insurance premiums, tuition reimbursement, liability insurance, professional dues, and the employee's share of retirement (pick-up) including retirement on that amount. It is the intention of the parties that this pick-up amount be included in the Treasurer'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 School Employees Retirement System regulations, unless otherwise specifically provided herein. If, during the term of this Contract, legislation is enacted and becomes effective which would prohibit the payment by the Board of the employee's share of retirement contributions on the Treasurer's behalf, but which would allow such payments to be deducted from Treasurer's pay and treated as employer contributions, the Board shall add to the Treasurer's salary the amount of the employee contribution previously picked up. The Board shall then deduct such amount from the Treasurer's salary and pay such amount directly to the School Employees Retirement System on the Treasurer's behalf (a salary reduction pick-up). Such salary reduction pick-up shall become a condition of Treasurer's employment under this Contract.

### F. Professional Growth

The Treasurer shall be encouraged to attend those professional meetings that are job oriented with the actual and necessary expenses of said attendance to be paid by the District in accordance with Board policy.

### G. Days To Be Worked

The Treasurer shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal working hours.

H. Vacation Days

The Treasurer shall be entitled to vacation with pay each year this contract is in effect. Vacation days shall be accrued at the same rate as other twelve month employees and should be used during the year earned, but the Treasurer is authorized to carry over from one contract year to the next an amount of eighty-five vacation days. Vacation shall be scheduled by the Treasurer so as to minimize disruption of the school district operations.

I. Other Paid Leave Days

The Treasurer shall be entitled to the legal holidays with pay in accordance with the adopted school calendar and in the same number as other twelve month employees. The Treasurer shall be entitled to the use of and accumulation of sick leave/personal leave in accordance with Ohio law and at the same rate as other twelve month employees.

J. Expenses

The Board shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under this contract subject to such limitations as provided by law and Board policy.

K. Evaluation

The Board shall evaluate the Treasurer at least once each year and prior to March 31<sup>st</sup>.

L. Contract Termination

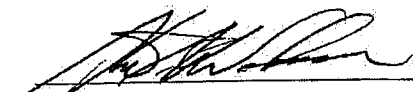
This employment contract may be terminated by: (A) mutual agreement of the parties (B) retirement, disability, or death of the Treasurer (C) termination by the Board in accordance with the laws of Ohio.

M. Indemnification

The Board agrees that it shall defend and hold harmless, and indemnify the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Treasurer was acting within the scope of his employment (excluding criminal litigation) and any 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 the Treasurer against such demands, claims, suits, actions, and legal proceedings.

N. Savings Clause

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 force and effect. This contract is hereby approved and accepted by the Treasurer and the Board on this date: March 28, 2016.

  
\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

**CHIPPEWA LOCAL SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

This employment contract is entered into this 23rd day of March 2015, by and between the Board of Education of the Chippewa Local School District, hereinafter referred to as the Board, and Sandy Stebly, hereinafter referred to as the Superintendent. The Board and the Superintendent, for the consideration herein specified, agree as follows:

**1. CONTRACT TERM**

The Board, in accordance with its action as found in the minutes of its meeting held on March 23, 2015, hereby employs, and the Superintendent hereby accepts employment as Superintendent for a period commencing on the first day of August 1, 2016 and ending on the thirty-first day of July, 2019.

**2. PROFESSIONAL CERTIFICATION**

The Superintendent shall maintain and furnish to the Board evidence of his/her maintaining, throughout the life of this contract, a valid and appropriate certificate to act as Superintendent of Schools in accordance with the laws of the State of Ohio.

**3. DUTIES**

The Superintendent shall perform the duties specified in the Job Description for Superintendent as adopted by the Board, and as it may be amended from time to time during the term of the contract. The Superintendent shall assume the responsibility for the operation of the building and for maintaining an appropriate educational environment conducive to learning. Such Job Description, as so amended, is hereby incorporated into this contract by reference as if fully restated herein.

The Superintendent shall abide by and maintain all laws, policies, rules and regulations adopted by the Board for governance of the public schools of the district.

**4. COMPENSATION**

The Board shall pay the Superintendent at an annual rate as per the adopted salary schedule, to be paid in twenty-six (26) equal installments in accordance with the Board policy. Such compensation will be paid in the amount of \$107,885 (step 9) for the 2016/2017 year. The Board may increase the salary of the Superintendent during the term of this contract, but in no event shall the salary be reduced, except as provided by law. If an adjustment in salary is made during the term of the contract, all other provisions of this contract, including its termination date, shall remain as stated herein.

Upon request of the Superintendent, the Board shall withhold and transfer a part of the Superintendent's Salary to a tax deferred annuity program of the Superintendent's choosing.

**5. OTHER COMPENSATION**

The Board shall provide the Superintendent with all benefits applicable to administrative employees, in accordance with Board policy. Such compensation will include the employee share of retirement and retirement pick-up on the employee share of retirement. The Board shall provide a severance package equal to other certified employees of the district. 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 and becomes effective which would prohibit the payment by the Board of the employee's share of retirement contributions on Superintendent's behalf, but which would allow such payments to be deducted from Superintendent's pay and treated as employer contributions, the Board shall add to Superintendent's salary the amount of the employee contribution previously picked up. 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 alter any per diem pay calculations made under any other provision of this Contract.

The Superintendent will also be compensated under a merit benefit plan if certain goals are met as defined in Appendix A.



6. OTHER CONSIDERATIONS

The Board will provide a phone allowance in the amount of \$50.00 per month during the term of this contract.

7. PROFESSIONAL GROWTH

The Superintendent shall be encouraged to attend those professional meetings as are approved by the Board; the actual and necessary expenses of said attendance to be paid by the District in accordance with Board policy. The Board will pay membership fees for Buckeye Association of School Administrators plus a related professional organization(s) of the Superintendent's choosing (\$300 maximum for related). The Board will also provide tuition reimbursement in the amount of \$3,000 per year of this contract.

8. DAYS TO BE WORKED

The Superintendent's rate of pay shall be calculated on the basis of 260 working days. The Superintendent shall devote such time and energies as are necessary to perform the duties specified in the Job Description during normal business hours, but is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

9. SICK LEAVE

The Superintendent shall be entitled to the use and accumulation of sick leave to the maximum of 284 days, in accordance Board Policy.

10. VACATION LEAVE

The Superintendent shall be entitled to the use and accumulation of vacation leave to a maximum of 20 days per year, in accordance Board Policy.

11. EXPENSES

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under this contract, subject to such limitation as provided by law and by Board policy.

12. MEDICAL EXAMINATION

Upon request of the Board, the Superintendent hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with the Treasurer of the Board, and shall be treated as confidential information. The cost of said medical examination shall be borne the Board.

13. CONTRACT TERMINATION

This employment contract may be terminated by:

- A. Mutual agreement.
- B. Retirement, disability or death of the Superintendent.
- C. Termination of the Board in accordance with laws of Ohio.

14. SAVINGS CLAUSE

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.

CHIPPEWA BOARD OF EDUCATION

Dorise K. Clayton  
Board of Education President Signature

[Signature]  
Treasurer Signature

EMPLOYEE

Judy Juby  
Employee Signature

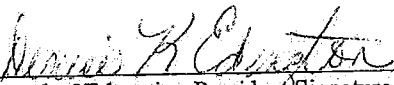
3.26.15  
Date

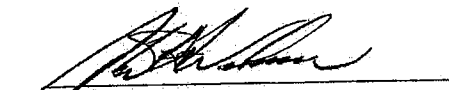
Appendix A. Other Compensation

- 1) Each fiscal year, the Superintendent shall operate the district within annual operating revenue as determined by the Treasurer. The goal will be considered met if (in the prior year) revenue exceeds disbursements beginning in the 2016/2017 year.
- 2) Each fiscal year, the Superintendent shall operate both the district's Preschool and Food Service programs within their respective annual revenues as determined by the Treasurer. The goal will be considered met if (in the prior year) revenue exceeds disbursements beginning in the 2016/2017 year.
- 3) (a) Beginning with the 2016/2017 school year, the Superintendent will have the goal of leading the district to maintain an "Excellent" or better rating and any year thereafter until or before the Ohio Department of Education establishes a new ranking system. (b) Beginning with the 2017/2018 school year, and each year thereafter, the Superintendent shall manage the district in such a manner that it attains the top ranking/grade in the state's school district ranking system, or the highest ranking obtained by a school district within Wayne County. (As long as Chippewa's ranking is not lower than the immediate preceding year) The goal will be considered met if (in the prior year) such ranking meets the aforementioned standards.

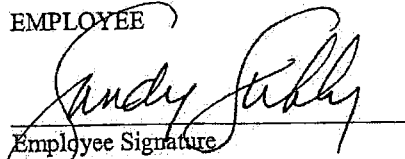
The Board of Education annually shall pay to the Superintendent \$2,000.00 for each of the above goals attained.

CHIPPEWA BOARD OF EDUCATION

  
Board of Education President Signature

  
Treasurer Signature

EMPLOYEE

  
Employee Signature

3.26.15  
Date