

## **SUPERINTENDENT CONTRACT**

This Agreement made this 27<sup>th</sup> day of October, 2022, by and between, the Board of Education of the Bucyrus City School District (hereinafter called the Board) and Robert Britton (hereinafter called the Superintendent). The Board and Superintendent, for the consideration herein specified, agree as follows:

### **1. TERM OF CONTRACT**

The Board, in accordance with its action in the minutes of its meeting held on the 27<sup>th</sup> day of October, 2022, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a period commencing August 1, 2023 and ending July 31, 2026.

### **2. PROFESSIONAL LICENSURE**

The Superintendent shall maintain and furnish to the Board evidence of maintaining a valid and appropriate license to act as Superintendent of Schools in this District in accordance with the laws of the State of Ohio, throughout the term of this Contract.

### **3. DUTIES OF THE SUPERINTENDENT**

- A. The Superintendent shall perform all duties as prescribed by law and as are consistent with Board policy.
- B. The Superintendent shall perform the duties specified in the Job Description for Superintendent 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 into this Contract by reference as if fully restated herein.

### **4. COMPENSATION**

- A. The Board shall pay the Superintendent at an annual rate of One Hundred Thirty-Five Thousand Dollars (\$135,000), to be paid in twenty-four (24) equal installments in accordance with Board Policy. The Board may increase the salary of the Superintendent during the term of this Contract, but in no event shall the Superintendent's salary be reduced, except as provided by law.
- B. The Board shall pay the Superintendent an annual rate increase equal to three percent (3%). The effective date of each such salary increase shall be August 1 of each year for the term of this Contract beginning in 2024.
- C. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein and such adjustments or modifications shall not be considered as a new Contract nor as any extension of the term of employment unless expressly provided by the Board. If any adjustment in salary or other compensation is made during the term of the Contract,

it is understood and agreed that all other provisions of this Contract, including its term and termination date, shall remain in effect as originally set forth herein.

5. OTHER COMPENSATION

The Superintendent shall receive:

- A. 85% Board paid health and major medical insurance or insurance refusal option;
- B. fully-paid dental insurance;
- C. life insurance at three (3) times the established annual salary subject to plan maximums;
- D. other fringe benefits applicable to other Administrators, including but not limited to, retirement incentives;
- E. in accordance with Internal Revenue Code ("IRC") Section 414(h)(2), the Board agrees to pick up and pay the Superintendent's required contribution to the State Teachers Retirement System ("STRS"). Such pick-up and payment shall be a "fringe benefit" pick-up of the entire amount of the employee contribution which the Superintendent is required to contribute to STRS, based upon the salary provided in this Contract and other "compensation" of the Superintendent under Ohio Rev. Code §3307.01. The Board will also pay the employer and employee STRS contributions on this "picked-up" amount. In furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the fringe benefit pick-up directly to STRS as an employee contribution of the Superintendent and in lieu of an equal amount of the Contract salary being paid to STRS as an employee contribution; and the Superintendent shall not have the option of receiving cash in lieu of the fringe benefit. The amount of the fringe benefit pick-up in this Contract shall be considered as Compensation of the Superintendent for purposes of Ohio Rev. Code §3307.01; and, in accordance with and subject to the foregoing provisions of this paragraph, the District shall pay directly to STRS all employer and employee contributions (in lieu of the Superintendent paying such employee contributions) required because the inclusion of such fringe benefit pick-up as additional compensation for such purposes.
- F. The Board shall pay on behalf of the Superintendent, and in addition to the salary shown in Paragraph 4 above, the Superintendent's share of the Medicare payroll tax (currently at 1.45% of salary).

Fringe benefits may be amended from time to time during the term of this Contract. Such amendment is hereby incorporated in this Contract by reference as is fully restated herein.

6. DAYS TO BE WORKED

The Superintendent's rate of pay shall be calculated on the basis of two hundred thirteen (213) work days being the two hundred sixty (260) contracted days, minus forty (40) days' vacation and seven (7) federal holidays. The Superintendent shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that duties of this position will require the Superintendent to work during times other than normal business hours.

7. VACATIONS, HOLIDAYS, PERSONAL LEAVE AND ADMINISTRATIVE LEAVE

- A. The Superintendent shall be entitled to forty (40) vacation days with pay each year this Contract is in effect, and to the legal holidays specified in the Board-approved calendar. The Superintendent will be allowed to carry over a maximum of ten (10) days of paid vacation per year with a maximum of fifty (50) days' vacation accrued at any given time during the term of this Contract. The Superintendent may elect to cash in up to thirty (30) days of accrued, unused vacation each Contract year. Upon separation from employment, the Board shall compensate the Superintendent at his current per diem rate of pay for all such accrued and unused vacation leave.
- B. The Superintendent shall be entitled to five (5) paid personal days per Contract year. Unused personal leave days shall not carry over to subsequent Contract years.
- C. The Superintendent shall be entitled to five (5) "administrative leave" leave days per Contract year, which are defined as paid days off from work to be taken by the Superintendent only on days when students are not in session.

8. PROFESSIONAL GROWTH AND TUITION REIMBURSEMENT

- A. The Superintendent shall be encouraged to attend professional meetings associated with the position of Superintendent with the actual and necessary expenses of said attendance to be paid by the District in accordance with Board Policy.
- B. The Board will pay the dues of the Superintendent for membership in the Buckeye Association of School Administrators.
- C. Tuition Reimbursement: Within a reasonable time following presentation of documentation to the Treasurer showing successful completion of, and payment of, the required tuition and any mandatory fee(s) for, any course undertaken following the initial employment of Superintendent in such capacity, which course is in pursuit of a Ph.D. or D.Ed. degree at an institution of higher education accredited by an organization recognized by the Ohio Board of Regents, the Board of Education shall reimburse Superintendent for such tuition and fee(s), provided

that: (a) reimbursement for such tuition and fee(s) shall not in the aggregate exceed \$2,500.00 for coursework taken in any Contract year; (b) “successful completion” as used herein shall mean a grade of 2.0 or better on a 4.0 scale, the equivalent of same on any other numerical scale, or “pass” on a pass/fail scale; and (c) should Superintendent’s employment with the Board of Education conclude within one year of completion of a course for which reimbursement is made under this provision, Superintendent shall repay the Board of Education for the amount so reimbursed for any such course on a pro rata basis, which may be deducted from Superintendent’s final pay.

9. SICK LEAVE

The Superintendent is entitled to the use of, and accumulation of sick leave in accordance with Ohio law and Board Policy. Upon separation from employment for any reason other than termination under R.C. 3319.16 or contract non-renewal under R.C. 3319.01t, Superintendent will be entitled to be paid a severance equal to thirty-three percent (33%) of the then-current value of his accrued and unused sick leave days and vacation days. Upon payment of severance pay, the Board shall cancel all remaining sick leave standing to the Superintendent’s credit. Any severance pay the Superintendent would otherwise be eligible to receive will be paid to his estate in the event of death before separation.

10. EXPENSE REIMBURSEMENT

A. Travel Reimbursement

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties of employment under this Contract subject to limitations as provided by law and by Board Policy.

B. Cellular Phone Reimbursement

The Board will reimburse the Superintendent up to One Hundred Dollars (\$100.00) per month for cellular phone, of which such charges may be for personal and professional reasons. Said payments may be made only upon the submission of copies of the appropriate statements.

11. MEDICAL EXAMINATION

The Superintendent may be required by the Board to have a comprehensive medical examination by a physician of his choice annually during the term of this Contract. The cost of such exam shall be reimbursed by the Board to a limit of One Thousand Dollars (\$1,000.00). A physician’s statement certifying to the physical and mental competency or incompetency of the Superintendent shall be directly sent to the Board President who in turn will share the report with the members of the Board of Education and place them on file with the Treasurer of the Board of Education. Said medical reports shall be treated as confidential by the Board.

12. LIABILITY INSURANCE

The Board shall provide professional liability insurance coverage pursuant to R.C. 3313.203, covering the Superintendent against liability.

The Board further will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual or official capacity as agent and employee of the Board arising from acts or omissions of Superintendent occurring while he was acting within the scope or course of his employment. The Board may defend Superintendent from criminal charges against him if such charges are based on Superintendent's conduct occurring within the scope of his employment with the board in the good-faith belief that the conduct was lawful and in the best interests of the District. The Board's obligations hereunder to the Superintendent in the performance of his duties while Superintendent of the district shall survive the termination of this Contract.

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. Further, in no case, will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

13. EVALUATION

The Board shall evaluate the Superintendent each school year by December 31<sup>st</sup> annually. A written evaluation completed by the Board shall be provided to the Superintendent.

14. SAVINGS CLAUSE

If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

15. CONTRACT TERMINATION

The Contract may be terminated by:

- A. mutual agreement of the parties;
- B. retirement, disability, or death of the Superintendent;
- C. termination by the Board in accordance with the laws of the State of Ohio.

16. REPRESENTATION AND STRS OBLIGATION

The Superintendent represents that all information supplied to the Board by him in connection with his employment is accurate to the best of his knowledge, and that he has been notified, as required by R.C. 3307.21, of his duties and obligations under R.C. Chapter 3307 pertaining to the State Teachers Retirement System, as a condition of his employment.

**IN WITNESS WHEREOF**, the Bucyrus City School District Board of Education, by its President and Treasurer, having been first duly authorized, and Robert Britton, through their respective signature, have entered into this Contract on the date first written above

**BUCYRUS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**SUPERINTENDENT**

By: \_\_\_\_\_  
Randy Blankenship, President

By: \_\_\_\_\_  
Robert Britton

By: \_\_\_\_\_  
Ryan Cook, Treasurer/CFO