

## CONTRACT OF SUPERINTENDENT

This Contract is entered into on January 20, 2009 by and between the Board of Education of the Olentangy Local School District, hereinafter called "Board," and Wade Lucas, hereinafter called "Superintendent," who upon the following considerations, hereby agree as follows:

1. TERM

The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of Schools, a full-time, 12-month position, for a term of four years, four months and nine calendar days, commencing on March 23, 2009 and ending July 31, 2013.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification/Licensure

The Superintendent shall hold and maintain throughout the term(s) of this Agreement a valid Superintendent's certificate or license issued by the State of Ohio.

B. Duties

The Superintendent shall be the Executive Officer for the Board in accordance with and subject to R.C. 3319.01 and shall have, under the direction of the Board, general supervision and management of all of the public schools and all the personnel of the school system. The Superintendent shall perform those duties set forth in the laws of the State of Ohio, the rules and policies of the Ohio Department of Education, and the policies of the Board, reserving, however, those legal powers specifically vested in the Superintendent by law. In furtherance and not in limitation of the authority granted by the written policy of the Board or the laws of the State of Ohio, the Superintendent shall direct and assign teachers and other employees of the schools under his supervision, shall assign pupils to grade levels and buildings, shall recommend all certificated personnel and supervisors for initial employment, shall select and promote other employees subject to the approval of the Board, and shall make recommendations with respect to the re-employment, non re-employment, layoff, and termination of existing employees, administrators and supervisors, shall from time to time suggest regulations, rules and procedures deemed necessary for the well being of the school district and, in general, shall perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board from time to time consistent with the Superintendent's position. In performing these duties on behalf of the

Board, the Superintendent shall have the authority to consult with legal counsel or other professional advisors as may be reasonably necessary, subject to any limitations imposed by the Board.

3. PROFESSIONAL GROWTH

The Board shall pay for the reasonable and necessary fees, tuition, travel (except for mileage reimbursement), meal and lodging expenses incurred by the Superintendent in obtaining further education or training needed to meet continuing education requirements for his Superintendent's certificate or license renewal. In addition, subject to limitation by the Board in its sole discretion, the Superintendent may attend appropriate professional meetings at the local, state and national level and the reasonable expenses of such meetings as so attended shall be paid by the Board within the limits of its policies and regulations and Ohio law.

4. SALARY

The Superintendent shall be paid a salary at the annual rate of One Hundred and Sixty Thousand Dollars (\$160,000). The Board may increase the Superintendent's salary but may not decrease the Superintendent's salary unless it is part of a uniform plan of reduction.

5. OTHER COMPENSATION AND BENEFITS

In addition to the salary provided herein, the Board shall:

- A. Pay the annual premium for term life insurance on the Superintendent's life with total coverage in the amount of Three Hundred Thousand Dollars (\$300,000);
- B. Pay the Superintendent supplemental compensation of Seven Hundred and Fifty Dollars (\$750) per month in recognition of the Superintendent's use of his own vehicle and cell phone in discharging the responsibilities of his position. It is the intention of the parties that the supplemental compensation be included in the Superintendent's total compensation for retirement purposes. The Superintendent shall not be paid any allowance or mileage for use of his own vehicle or cell phone in connection with the responsibilities of his position as Superintendent. Such monthly amount shall be increased to Eight Hundred Dollars (\$800) effective August 1, 2009, to Eight Hundred and Fifty Dollars (\$850) effective August 1, 2010, to Nine Hundred Dollars (\$900) effective August 1, 2011, and to Nine Hundred and Fifty Dollars (\$950) effective August 1, 2012.

- C. Provide medical, dental and other group health insurance, and sick leave as provided to and on the same terms on which it is provided to twelve (12)-month administrators generally. The health coverage shall not contain any pre-existing condition exception, exclusion or limitation, so long as the Superintendent timely obtains a certificate of coverage from the prior employer and provides it timely to the administrator of the Board's health benefits plan.
- D. Grant twenty-five (25) days of vacation for each year of this Contract (August 1-July 31), and all of such days due in a contract year shall be credited to the Superintendent, deemed earned and available for usage on the first day thereof. The Superintendent shall be credited with nine (9) days of vacation on March 23, 2009, which shall be deemed earned and available for his use anytime during the period beginning May 1, 2009 and ending July 31, 2009. Unused vacation days shall be carried over, not to exceed a total of fifty (50) days to the Superintendent's credit, including unused days from the preceding contract year, except that the Superintendent, beginning in the contract year commencing on August 1, 2009 may elect to sell up to ten (10) unused vacation days back to the Board (election to sell up to four unused days prior to August 1, 2009). If Superintendent elects at any time to sell back any portion of such unused vacation, it shall be at his per diem salary. Sell back of unused vacation is at the sole discretion of the Superintendent within the parameters of this paragraph.
- E. Provide paid holidays as provided for 12-month administrative employees;
- F. Grant three (3) unrestricted paid personal leave days per contract year beginning August 1, 2009, and one such personal leave day for the period March 23, 2009 through July 31, 2009, none of which days shall accumulate from year to year;
- G. Upon separation from employment on or after July 31, 2013, pay the Superintendent severance pay calculated in accordance with Board policy then applicable generally to twelve (12)-month administrators (currently 30% of the allowable accumulation of sick leave days).
- H. Annually at the end of each year of this Contract, with August 1, 2009 through July 31, 2010 being considered the first year, pay for a tax-sheltered annuity policy for the benefit of the Superintendent, or the Superintendent may elect to take a lump sum for an investment of his choosing. The amount paid for such annuity by the Board shall be the following percentage of one and eleven hundredths (1.11) of the salary set forth in Section 4 above for the contract year to which the payment

is attributable: ten percent (10%) after the first year; eleven percent (11%) after the second year; twelve percent (12%) after the third year; and thirteen percent (13%) after the fourth year. The Board shall purchase the annuity policy designated by the Superintendent. The policy shall be the property of the Superintendent, both before, during, and after his separation from employment. It is the intention of the parties that the amounts paid for such tax-sheltered annuity be included in the Superintendent's compensation for retirement purposes;

- I. Pick up and pay the Superintendent's share of mandatory STRS contributions in addition to the Board's share of such contributions, with the computation of this pick-up to be made so as to reflect the highest final average salary (that is, the Board will also pick up and pay all employee and Board STRS contributions with respect to the aforesaid pick-up of the Superintendent's share of mandatory contributions, also known as pick-up on the pick-up);
- J. Pick up and pay the complete cost of the Superintendent's Medicare tax (currently 1.45%) and the "pick up" on such amount, in addition to the Board paying the complete cost of its employer Medicare tax;
- K. Provide any such other or further benefits which the Board now provides, or hereinafter provides, generally to all regularly appointed twelve (12)-month administrative employees of the Board.
- L. Recognizing that it will be in the best interest of the District for the Superintendent to belong to professional organizations and be active in civic organizations within the District, pay for memberships in up to three professional organizations, two of which shall be the American Association of School Administrators and the Buckeye Association of School Administrators, and up to three civic organizations selected by the Superintendent.
- M. Pay an educational stipend of Five Thousand Five Hundred Dollars (\$5,500) annually to the Superintendent for the achievement of his graduate degrees, to be paid when educational stipends are paid to other certified/licensed employees (prorated to one-third of a year for the period ending July 31, 2009, and paid with the stipend for the first contract year, 2009-10). The amount of such stipend shall be increased to Six Thousand Dollars (\$6,000) for the first full contract year of this contract, to Six Thousand Five Hundred Dollars (\$6,500) for the second contract year, to Seven Thousand Dollars (\$7,000) for the third contract year, and Seven Thousand Five Hundred Dollars (\$7,500) for the fourth contract year.

- N. As an inducement to the Superintendent to establish a residence in the Olentangy Local School District, pay to a moving company designated by the Superintendent the reasonable and necessary cost of moving the Superintendent's family household items by August 15, 2009, up to a maximum of Eleven Thousand Dollars (\$11,000).
- O. Choose and pay for an appraiser to appraise the market value of the Superintendent's residence in Green, Ohio. If the Superintendent disagrees with the value of the appraisal, he may at his own cost, choose and pay for an additional appraisal from an appraiser of his own choosing. If two appraisals are obtained, both parties will meet to agree on the actual value of the home. In the absence of agreement, the appraisals will be averaged. If the Superintendent needs to sell the home below market value (as determined above through the above appraisal) in an arm's length transaction in order to sell it on a timely basis, the Board will pay the difference between the selling price and ninety-five percent (95%) of such appraised market value, up to a maximum amount of Thirty Thousand Dollars (\$30,000).
- P. When this Agreement uses the term "per diem salary," that term means all of the Superintendent's earnings for the applicable full contract year as set forth in Section 4 and Sections 5 (B), (I) and (M) above, divided by two hundred and twenty-one (221) days (calculated from a 260-day paid work year minus 25 vacation days, three personal days and 11 paid holidays).

6. RESIDENCY

The Superintendent must establish and maintain his primary place of residence within Olentangy Local School District by August 15, 2009.

7. PROFESSIONAL LIABILITY

- A. The Board will provide professional liability insurance coverage protecting the Superintendent from liability from claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity and as an agent or employee of the School District and while acting within the scope and course of said employment. The minimum amount of such coverage shall be \$1 million per occurrence. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy already is in effect having at least the above minimum coverage.
- B. The Board further will defend, indemnify, and hold harmless the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual

or official capacity as agent and employee of the School District, arising from acts or omissions occurring while the Superintendent was acting within the scope and course of his employment. The Board may defend the Superintendent from criminal charges against him if such charges are based on conduct occurring in the scope of employment and in the good-faith belief that the conduct was lawful and in the best interests of the School District. The above provisions shall not be construed so as to provide personal liability for an individual member of the Board to defend or indemnify the Superintendent against such demands, claims, suits, actions and legal proceedings.

8. EVALUATION

Evaluation by the Board of the Superintendent's performance of his duties as Superintendent shall be conducted annually (preferably in July) in accordance with Ohio Revised Code Section 3319.01 and any amendments or successor provisions thereto, with the first such evaluation to occur in 2010 for consideration of any increase in compensation for the Superintendent. The Board shall give the Superintendent written notice of its intent not to reemploy him on or before August 1, 2012.

9. DAYS TO BE WORKED

A. This contract is for a two hundred and sixty (260) day work year, inclusive of paid holidays, personal leave, sick leave, and vacation leave taken in accordance with this Contract. 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 the duties of this position will require the Superintendent to work during times other than normal business hours.

B. In addition, for the period beginning December 30, 2008 and ending March 20, 2009, the Board employs the Superintendent as an Administrator for up to twenty (20) days as he may be available for work in the Olentangy Local School District for transition and orientation purposes. For each such day the Board shall pay the Superintendent the per diem salary as defined in Section 5(P) above. The Superintendent will consult with the President of the Board in scheduling such days. The Treasurer shall pay the Superintendent for such days upon written verification from the President of the Board from time to time that particular days have been worked.

10. ANNUAL MEDICAL EXAMINATION

The Board agrees to pay the reasonable and necessary costs for a complete annual medical examination of the Superintendent by a physician of its choice, with the first such examination occurring in calendar year 2009 (and available once each calendar year thereafter). A statement certifying to the physical and mental competency of the Superintendent to perform the essential functions of his position shall be provided from the physician to the then-Board President.

11. SAVINGS CLAUSE

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

12. MODIFICATION

The construction and operation of this Contract shall be in accordance with the laws of the State of Ohio and shall not be modified except by written consent of the parties hereto.

13. ACKNOWLEDGEMENT

For and in consideration of the salary, fringe benefits, and other terms and conditions herein provided, the Superintendent represents that all information he supplied to and the Board relied upon in connection with his employment is accurate to the best of his knowledge and that he has been notified as required by Section 3307.21 of the Ohio Revised Code of all duties and obligations under Chapter 3307 of the Ohio Revised Code, pertaining to the State Teachers Retirement System, as a condition of his employment, and has been provided with a copy of Chapter 102 and Section 2921.42 of the Ohio Revised Code.

WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below. Approval of this Contract is found in the minutes of the public meeting of the Board of Education held on the 20th day of January, 2009.

\_\_\_\_\_  
Superintendent

January 20, 2009

OLENTANGY LOCAL SCHOOL  
DISTRICT BOARD OF  
EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Treasurer

January 20, 2009