

**BOARD OF EDUCATION
OF THE
MENTOR EXEMPTED VILLAGE SCHOOL DISTRICT**

**EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS**

In accordance with Revised Code Section 3319.01, this Employment Contract Superintendent of Schools (the "Contract") between the Board of Education of the Mentor Exempted Village School District ("Board of Education") and Craig Heath as Superintendent of the Mentor Exempted Village School District ("Superintendent") is entered into this day of May 2024 in accordance with the resolution adopted by said Board of Education at a meeting held on May ____, 2024:

1. The Board of Education does hereby employ Mr. Heath as Superintendent of the Mentor Exempted Village School District for a term beginning August 1, 2025 through and including July 31, 2030, and Mr. Heath does hereby accept said employment. It is understood and agreed that the Superintendent will perform the duties of Superintendent as prescribed by the laws of the State of Ohio and by the policies, rules and regulations promulgated thereunder by the Board of Education. The contract year shall include the period August 1 through and including July 31 composed of two-hundred sixty (260) days.
2. In consideration of the services to be performed hereunder by the Superintendent, the Board of Education will compensate the Superintendent at the rate of One Hundred Eighty-Five Thousand Dollars (\$185,000) *per annum*. The compensation shall be paid in periodic installments in the usual and customary intervals applicable to payment of other administrators of the District employed in accordance with ORC § 3319.02 and as may be in effect from time to time. The Board of Education retains the right to adjust the *per annum* compensation of the Superintendent during the term of this Contract provided, however, that said adjustment does not reduce the Superintendent's compensation below that paid during the preceding annual period except as permitted by law. Any salary adjustment made during the life of this Contract shall be in the form of an amendment to this Contract and shall become a part of this Contract provided, however, that by so doing it shall not be deemed that the Board of Education has entered into a new Contract with the Superintendent, or that the termination date of the existing Contract has been extended. The Board of Education may, by specific action, extend the termination date of the existing Contract consistent with the requirements of law.
3. As additional compensation, the Superintendent will receive:
 - (a) The same fringe benefits, including but not limited to, group hospitalization, medical, dental, vision, term life, personal leave, sick

leave, and professional growth stipend, if any, as the Board of Education extends to its other administrators employed pursuant to Ohio Revised Code § 3319.02, as may be in effect from time to time during the term of this Contract. However, it is expressly understood and agreed that the Superintendent shall be eligible for any "pick up on pickup" treatment of the Superintendent's employee contribution to the State Teachers Retirement System by the Board of Education.

- (b) Any other types of group insurance coverage, which the Board of Education may provide to its other administrators employed pursuant to Ohio Revised Code § 3319.02 during the term of this Contract. However, the applicable Administrative Employees Benefits & Salary Approval, as may be amended from time to time, Sections VI; XI, and XV, or the equivalent sections in subsequent versions of that document or a successor document do not apply.
 - (c) A term life policy of insurance with face value of \$210,000 or such greater amount as may be provided from time to time to other administrators of the District employed pursuant to Ohio Revised Code § 3319.02.
4. For and in consideration of the salary and benefits herein provided, the Superintendent agrees to perform faithfully all the duties of Superintendent of Schools and Chief Executive Officer of the Board of Education, as provided by law, the rules and regulations of the State Board of Education, and the policies, regulations, resolutions of the Board of Education. The Superintendent also agrees to perform faithfully such other duties in connection with his employment as may be designated to him by the Board of Education. The Superintendent represents that all information supplied to the Board of Education by him in connection with his employment is accurate to the best of his knowledge and belief and that he will perform such duties to the best of his ability.
 5. The Board of Education, at the request of the Superintendent and in accordance with applicable law, shall withhold and transfer an amount of salary to be determined by the Superintendent, annually, semi-annually or monthly, permitting Superintendent to participate, if he so desires, in a qualified tax-deferred, annuity (I.R.C. § 403b) program of his choosing.
 6. The Superintendent shall have all powers conferred upon superintendents by O.R.C. 3319.01 and all other sections of the Ohio Revised Code relating to the powers, duties and qualifications of superintendents. The Superintendent will supervise the public schools of the Mentor Exempted Village School District, abide by and maintain all reasonable rules and regulations adopted by the Board of Education for the governance of the public schools of Mentor Exempted Village School District, and perform the duties imposed by law on superintendents of exempted village school districts.

7. The Superintendent hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this contract provided, however, that the Superintendent, upon prior written notice to the Board of Education, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations for up to 5 days per contract year without loss or diminution of salary. Such activities shall not materially interfere with the discharge of Superintendent's duties hereunder.
8. The Superintendent will furnish throughout the life of this Contract a valid and appropriate certificate/license to act as a superintendent of schools in the State of Ohio.
9. Nothing contained herein shall limit or modify the authority of the Board of Education regarding the provisions of Title 33 of the Ohio Revised Code.
10. In accordance with the annual appropriations for these purposes and in recognition of the benefit of attendance at such programs upon the Mentor Exempted Village School District, upon prior written notice to the Board of Education, the Superintendent may attend appropriate professional meetings at the local, state, and national level, with reasonable expenses of said attendance to be paid by the District. The Superintendent shall be reimbursed for reasonable expenses for meals and incidentals incurred by him related to the discharge of his official duties. In recognition of the benefit to the District of the Superintendent's participation in such organizations, the Board of Education shall pay the annual membership dues for the Superintendent's membership in appropriate professional and/or civic organizations, including the Mentor Rotary Club and the Mentor Chamber of Commerce, in an amount up to \$4,000 per contract year.
11. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control and such disability exists for a period beyond his current and accumulated and unused sick leave, the Board of Education may, in its discretion, make a proportionate deduction from the salary stipulated. If such disability continues for more than one year or if the disability is permanent, irreparable or of such nature as to make the performance of his duties impossible, the Board of Education may, at its option, terminate this contract, whereupon the respective duties, rights and obligations hereof shall terminate. Nothing herein shall be deemed to alter or in any way affect the rights which the Superintendent may have to receive disability payments under any disability insurance policy in force at the time a disability occurs and/or by utilizing current and/or accumulated and unused sick leave.
12. The Superintendent agrees to have a comprehensive medical examination not less than once each Contract year at the expense of the District up to Five Hundred Dollars (\$500) per Contract year to the extent that such examination is not covered by applicable medical insurance. A statement certifying the physical and

mental competency of Superintendent shall be filed with the Board of Education and treated as confidential medical information by the Board of Education.

13. During each year of the Contract, all Board of Education members shall conduct and participate in at least two (2) evaluations of the Superintendent, one informal and one formal.
14. On a monthly basis during the Contract term, the Board shall make a contribution to the Superintendent's individual annuity contract and/or custodial account that is tax-qualified under IRC Section 403(b) (a "TSA") or IRC Section 457, as provided in this Section. The annuity account(s) shall be for the benefit of the Superintendent and the contribution(s) shall be made to either an IRC Section 403(b) plan or an IRC Section 457 plan, or both, at the Superintendent's choice. For the 2025-2026 Contract year, the monthly contribution shall be the equivalent of one-twelfth (1/12th) of four percent (4%) of the Superintendent's then-current annual base salary. For the 2026-2027 Contract year and for each subsequent Contract year thereafter, the monthly contribution shall be the equivalent of one-twelfth (1/12th) of five percent (5%) of the Superintendent's then-current annual base salary.
15. During the term of this Contract, the Superintendent shall be entitled to a vacation of thirty (30) days in each twelve month period commencing August 1, 2025 and ending on July 31 of each succeeding year of this Contract, exclusive of legal holidays. Unused vacation leave from any year may be accumulated and carried forward to be taken in following years, to a maximum of fifteen (15) days that might be carried forward from any given year for a total maximum accumulation of seventy-five (75) days. Any unused vacation days beyond the maximum 15 carryover days in a year, or total accumulation of seventy-five (75) days, shall be forfeited. Upon termination of service to the District, the Superintendent will be paid for any such unused vacation days at the daily rate then in effect under this Contract in accordance with applicable law.

Such vacation accumulation payments shall be made in a lump sum payment or at the election of the Superintendent converted to an annuity purchased by the District on behalf of the Superintendent, which annuity shall be selected by the Superintendent from the Annuities List.

In any given Contract year, the Superintendent may elect to be paid in cash for up to fifteen (15) days of accrued but unused vacation leave. Payment for such days shall be made at the Superintendent's then currently effective per diem rate. In case of the death of the Superintendent, such unused vacation leave and sick leave shall be paid to his surviving spouse or the estate of the Superintendent.

16. For all purposes under this Contract where a daily rate is required, the Superintendent's per diem or daily rate shall be determined by dividing the total annual salary by two hundred twenty-six (226) days.

17. It is agreed that the jurisdiction and venue for enforcement of any provision hereof shall be only in Lake County, Ohio, and that service of process may proceed from such appropriate court.
18. Except for findings for recovery in an audit, pursuant to the provisions of R.C. 3313.203 and R.C. 2744.07, to the extent not covered by applicable insurance the Board of Education shall indemnify, defend, and hold harmless the Superintendent from and against all civil demands, claims, suits, and legal proceedings, that arise from the acts or omissions of the Superintendent while acting within the scope of his employment under this Contract, and in the good faith belief that such conduct was lawful and in the best interests of the School District, not to exceed amounts appropriated for such purposes.
19. The Superintendent shall fulfill all aspects of this Contract, any exceptions thereto being by mutual consent of the Board of Education and Superintendent.
20. The employment of the Superintendent may be terminated for any of the following reasons:
 - (a) By mutual agreement of the parties;
 - (b) Upon the retirement, disability or death of the Superintendent;
 - (c) For the reasons and according to the procedures set forth in Sections 3319.06 and 3319.191 of the Ohio Revised Code.
21. If any portion of this Contract is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder thereof shall remain in full force and effect.
22. This Contract shall be subject to and construed according to the laws of the State of Ohio.
23. This writing 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 properly adopted resolutions of the Board.

In consideration of the foregoing, Craig Heath hereby agrees with the Board of Education to enter into this Contract for the term designated above. He further agrees to devote his full time, skill, labor and attention to said position and faithfully perform his duties as Superintendent of the Mentor Exempted Village School District in accordance with applicable law for such term, or until such time as this Contract may be terminated as authorized by this Contract and Ohio law. He hereby agrees to abide by, enforce and maintain the policies, rules and regulations adopted by said Board of Education for the governance of the public schools of the Mentor Exempted Village School District.

Craig Heath, by affixing his signature hereto, represents that he has been notified as required by ORC § 3307.58 of his duties and obligations under ORC Chapter 3307 pertaining to the State Teachers Retirement System as a condition of this employment.

IN WITNESS WHEREOF, the President and Treasurer of the Board of Education of the Mentor Exempted Village School District, having first been duly authorized, and Craig Heath have executed this Contract on the date(s) set forth below.

Craig Heath
Superintendent

Date

**BOARD OF EDUCATION OF THE MENTOR EXEMPTED VILLAGE SCHOOL
DISTRICT**

By:_____
President

Date

By:_____
Treasurer

Date