

**Employment Agreement of the
Superintendent of Schools for the Kirtland Local School District
Lake County, Ohio**

This is an Employment Agreement ("Agreement") by and between the **Board of Education of the Kirtland Local School District**, located in Lake County, Ohio, ("Board"), and **Chad VanArnhem**, a person qualified by training, experience and certification/license to occupy the position of Superintendent of Schools in an Ohio public school district ("Superintendent"), pursuant to authority contained in a resolution of the Board duly adopted on August 15, 2022, in accordance with the provisions of O.R.C. 3319.01.

WHEREAS, the Board desires to enter into this Agreement with Chad VanArnhem, as Superintendent of Schools, and Chad VanArnhem, desires to accept the employment with the Board as Superintendent of Schools, for four (4) years, effective August 1, 2023;

W I T N E S S E T H :

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Duration. The Board desires to hereby employ the Superintendent under the relevant provisions of Ohio law for a term of four (4) years commencing August 1, 2023, and expiring on July 31, 2027. The Superintendent does hereby accept said employment and promises to perform the duties of Superintendent of Schools as prescribed by the laws of the State of Ohio and by the Board's Policies, rules, regulations, and directives throughout the duration of this Agreement or any extension of it. The Board may by specific action extend the expiration date of the existing Agreement consistent with the requirements of state law.

2. Annual Salary. In consideration of the services to be performed hereunder by the Superintendent, the Board shall pay the Superintendent at the rate of One Hundred Sixty Thousand Dollars and 00/100 (\$160,000) per year (the "Base Salary"). This compensation shall be paid in periodic installments in the usual and customary intervals applicable to payment of other administrative staff members in the District, as may be in effect from time to time. The Board retains the right to adjust the annual Base Salary of the Superintendent during the term of the Agreement, provided that said adjustment shall not reduce the Superintendent's Base Salary below the amount set forth above unless such reduction is part of a uniform reduction in the compensation of all Board employees. Except as specified otherwise in this Agreement, any other adjustment made during the life of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement, provided, however, that by so doing it shall not be deemed that the Board has entered into a new agreement with the Superintendent, nor that the expiration date of the existing Agreement has been extended.

3. Administrative Benefits Schedule. During the term of his employment by the Board and except as otherwise expressly provided in this Agreement, the Superintendent shall be entitled to the benefits of employment set forth in the benefits schedule for certificated administrative personnel which may include healthcare insurance (medical, prescription drug, dental, and/or vision insurance coverages); the employee contribution toward healthcare insurance premiums; term life insurance; paid leaves (sick,

personal and/or vacation); accumulation of and payment for unused sick leave at the time of retirement (if any); accumulation of and payment for unused vacation leave at the time of retirement (if any); the definition of *per diem* for the purposes of any such payments (if any); tuition reimbursement (if any); paid legal holidays; and the reimbursement of reasonable school business expenses incurred by Board employees. However, the Board shall not pay the Superintendent's contribution to the state retirement system nor the Superintendent's Medicare tax notwithstanding any provision of the applicable benefits schedule to the contrary, nor will the Board be obligated to fund an annuity in lieu of such payments as contemplated by any benefits schedule or any successor provision thereto.

The Superintendent acknowledges and agrees that the Board shall, after consultation with the Superintendent, determine the benefits of employment to which he is eligible and the character, type, form, level and amount of such benefits; the Board shall have the right to amend, modify or otherwise change the benefits of employment (annually) to which the Superintendent is eligible during the term of this Agreement; that such benefits of employment shall be set forth in the benefits schedule for certificated administrative personnel; the Superintendent shall be bound by such amendments, modifications and other changes to the benefits schedule for certificated administrative personnel approved by the Board after notice to the Superintendent; and the benefits schedule for certificated administrative personnel, including any future amendments, modifications or other changes approved by the Board, shall be incorporated by reference as if fully rewritten herein.

4. Vacation Leave. The Board shall grant the Superintendent twenty-five (25) vacation days. The accrual, use, carryover and payment, if any, of unused vacation leave shall be subject to the benefits schedule for certificated administrative personnel. Notwithstanding this, the parties agree that in any given Contract year, the Superintendent may elect to be paid in cash for up to ten (10) 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 shall be paid to his surviving spouse or the estate of the Superintendent.

5. Performance Pay Bonus. The Board shall pay the Superintendent a bonus based on a percentage of his salary that is dependent on the Superintendent's performance evaluation results. The percentage is determined according to the following ratings: "Accomplished" rating equates to 4%; "Skilled" rating equates to 2%; "Developing" rating equates to 1%; and "Ineffective" rating equates to 0%. The bonus shall be payable after the end of the school year once the Board receives the state report card containing student growth results. In addition, subject to the qualification in the paragraph immediately below, the Board shall add to the salary for the subsequent school year a dollar amount equal to half of the dollar amount most recently paid as a performance pay bonus.

However, the Superintendent understands and agrees that any amount added to the Superintendent's Base Salary as a raise is not guaranteed and shall remain purely discretionary. Therefore, the Board may decide to reduce or not pay the raise in Base Salary for any reason and regardless of the Superintendent's performance or evaluation rating. In addition, the Superintendent specifically agrees and acknowledges that the dollar amount attributable to any raise in Base Salary shall not be considered "salary" or "compensation" for purposes of any prohibition against reducing salaries and compensation except when such reduction is part of a uniform plan affecting the entire school district. The Superintendent voluntarily waives any right to the raise in Base Salary, whether under R.C. 3319.01 or any other legal provision. The Superintendent understands that the Board would not offer a raise in Base Salary during the duration of this Agreement if the Board did not also have the ability to reduce or

eliminate the salary raise at its own discretion. The Superintendent makes this waiver with complete knowledge of its significance and enters into this Agreement freely and of the Superintendent's own will.

6. Stay Bonus. The Board shall pay the Superintendent Twenty-Five Thousand Dollars and 00/100 (\$25,000) at the end of the final year of this contract, *i.e.*, July 31, 2027, so long as the Superintendent fulfills this entire contract.

7. Professional Association Dues. In recognition of the benefits of membership and participation in professional educational associations, the Superintendent may join professional educational associations upon the prior written approval of the Board for which the Board will pay the membership dues. In addition, the Board may require the Superintendent to join and actively participate in certain professional associations for which the Board will pay the costs of the Superintendent's membership.

8. Professional Conferences. The Board encourages and expects the continuous professional growth of the Superintendent through his participation in professional education conferences and related activities. With prior written approval of the Board, the Superintendent may attend appropriate professional conferences at the local, state and national level, and the reasonable expenses of said attendance will be paid by the Board in accordance with the benefits schedule for certificated administrative personnel.

9. Full-Time Duties. The Superintendent hereby agrees to devote his exclusive full-time, skill, labor and attention to his employment with the Kirtland Local School District continuously throughout the term of this Agreement and shall complete no less than 260 regular work days annually subject however to the leaves provided by this Agreement. The Superintendent may undertake professional speaking engagements, writing, consulting, and other obligations in conjunction with educational professional associations or activities with other third-party entities related to curriculum and other topics relevant to Kirtland Local Schools. Such activities will not materially interfere with the discharge of Superintendent's duties under the Agreement and are subject to the Board's prior written approval. Except as otherwise provided by the benefits schedule for certificated administrative personnel, or as otherwise restricted by law, any honoraria or monetary payments paid by third parties in connection with such engagements may be retained by the Superintendent after giving prior notice to the Board President. For and in consideration of the salary and other benefits contained in the Agreement, the Superintendent agrees to perform all the duties of Superintendent of Schools and Chief Executive Officer of the Board, as provided by law, the rules and regulations of the Ohio Department of Education, and the Policies, resolutions, directives, guidance and management of the Board. The Superintendent agrees to perform such other duties as may be designated to him by the Board. In the performance of his job responsibilities, the Superintendent shall be guided by the Board-approved job description for the position of Superintendent of Schools of the Kirtland Local School District, as said job description may be amended from time to time. A copy of the Board-approved job description for the position of Superintendent of Schools together with any future amendments thereto is incorporated by reference as if fully rewritten herein. The Superintendent shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Superintendent.

10. Acknowledgements and Representations. The Superintendent acknowledges that he has supplied certain information relied upon by the Board in connection with the employment of the Superintendent. The Superintendent represents that all information supplied to the Board by the

Superintendent is accurate and reliable. The Superintendent acknowledges that the Superintendent has been notified of all duties and obligations under O.R.C. Chapter 3307 pertaining to the State Teachers Retirement System.

11. Administrative Authority. The Superintendent shall have all powers conferred upon superintendents by O.R.C. 3319.01 and all other sections of the Revised Code of Ohio relating to the powers, duties and qualifications of superintendents of schools. Superintendent will supervise the public schools of the Kirtland Local School District, abide by and maintain all reasonable rules and regulations adopted by the Board for the governance of the public schools of the Kirtland Local School District, and perform the duties imposed by law on superintendents of local school districts.

12. Valid Superintendent's License. The Superintendent agrees to maintain throughout the life of this Agreement a valid and appropriate certificate/license to act as Superintendent of Schools in the State of Ohio. The Superintendent will furnish a copy of the valid Superintendent's license to the Board. The continuation of the Superintendent's license to act as a Superintendent of Schools in the State of Ohio is an express condition precedent to the continuation of this Agreement and/or any extension of it. Likewise, this Agreement is contingent on the receipt and maintenance of a criminal records check for the Superintendent that complies with Section 3319.39 of the Ohio Revised Code.

13. Termination. This Agreement may be terminated by: a) the mutual agreement of the Board and Superintendent; b) the Superintendent's retirement under the applicable rules of STRS; c) incapacity as set forth in the following Paragraph; and d) termination by the Board, as provided by Ohio law and this Agreement.

14. Incapacity. The Board Policy governing the incapacity of the Superintendent, including any subsequent modifications to said Policy, is hereby incorporated into this Agreement as if fully rewritten herein.

15. Annual Comprehensive Medical Examination. The Superintendent agrees to have a comprehensive medical, physical and psychological examination prior to November 1, 2022 and once annually upon request of the Board. Upon completion of the examination, the Superintendent must provide the Board with a physician's statement certifying to the medical, physical and behavioral health and competency of the Superintendent, and it will be treated as confidential information by the Board. To the extent that the examination is not covered by the Superintendent's healthcare insurance, the Board will reimburse the Superintendent no more than \$500 for such costs.

16. Annual Performance Evaluations and Goal-Setting. The Board shall annually establish goals, targets, and objectives for the Superintendent and shall also evaluate the Superintendent by conducting no less than one executive session per year for the express purpose of discussing with the Superintendent his employment performance during the preceding year and/or such other relevant time period as the Board believes, in its sole discretion, to be relevant and appropriate. The Board and Superintendent will also discuss the working relationships between Superintendent and the Board, as needed, and the Board may provide direction, guidance and/or management of the Superintendent in all respects of his performance, job responsibilities and contractual obligations under this Agreement. The establishment of an evaluation and goal-setting procedure will not create the expectancy of continued employment as Superintendent beyond the duration of this Agreement. The Board will consider the evaluations of the Superintendent, together with all other relevant factors, when deciding whether to

renew or nonrenew the Superintendent under O.R.C. 3319.01. The Board reserves the right to nonrenew the Superintendent's employment for any or no reason, except those specifically prohibited by Ohio or federal statute.

17. 403b/457 Investments. The Board, at the request of the Superintendent and when in accordance with applicable law, will withhold and transfer an amount of the Superintendent's salary to be determined by the Superintendent, annually, semi-annually or monthly, permitting the Superintendent to participate in a tax-deferred annuity (I.R.C. §403b or 457) program offered by the Board.

18. Indemnification. Pursuant to O.R.C. 3313.203 and O.R.C. 2744.07, and to the extent not covered by applicable insurance, the Board will 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 employment under this Agreement or any extension of it, and in the good faith belief that such conduct was lawful and in the best interests of the District, not to exceed amounts appropriated for such purposes.

19. Applicable Law. This Agreement is subject to all provisions of the Ohio Revised Code and to the provisions of the State Teachers Retirement System. Should any provision hereof be in conflict with the Ohio Revised Code and/or the State Teachers Retirement System, the latter authorities shall govern.

20. Choice of Venue. The Board and Superintendent agree that the jurisdiction and venue for any dispute involving the terms and conditions of this Agreement will be Lake County, Ohio, and that service of process may proceed from such appropriate court.

21. Savings Clause. Should any provision of this Agreement be found illegal, void, or voidable, the remainder of the Agreement shall continue in full force and effect.


22. Entire Agreement. This instrument contains the entire agreement of the parties; it may not be changed orally but only by an agreement in writing signed by the parties.

23. Miscellaneous. The recitals are hereby incorporated in the Agreement as if fully rewritten herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Board of Education of the Kirtland Local School District by its President and Vice President having been first duly authorized and the Superintendent have set their hands hereto this 15 day of August, 2022.

**BOARD OF EDUCATION OF THE
KIRTLAND LOCAL SCHOOL DISTRICT**

By: 
Jonathan Withrow, President

Date: Aug. 15, 2022

By: 
Dr. Matt Whittaker, Vice President

Date: Aug 15, 2022

SUPERINTENDENT


Chad VanArnhem

Date: Aug. 15, 2022