

Employment Agreement - Administrator
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 **Robert Race** a person qualified by training, experience and certification/license to occupy the position of **Kirtland Middle School Principal** in an Ohio public school district ("Administrator"), pursuant to authority contained in a resolution of the Board duly adopted on **August 14, 2023**, in accordance with the provisions of O.R.C. 3319.02.

WHEREAS, the Board desires to employ the Administrator, and the Administrator desires to accept employment with the Board as Administrator 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 does hereby employ the Administrator under the relevant provisions of Ohio law for a term of **three (3) years** commencing **August 1, 2023**, and expiring on **July 31, 2026**. The Administrator does hereby accept said employment and promises to perform the duties of the position to which the Administrator has been assigned, 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 Administrator, the Board shall pay the Administrator at the rate of \$100,000. This compensation shall be paid annually 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 compensation of the Administrator during the term of the Agreement, provided that said adjustment shall not reduce Administrator's Base Salary unless such reduction is part of a uniform reduction in the compensation of all Board employees. Unless 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 Administrator, nor that the expiration date of the existing Agreement has been extended.

The Administrator shall be eligible for a performance-based bonus for each school year under this Agreement based on performance evaluation results. Specifically, pursuant to evaluation criteria set forth in the Ohio Principal Evaluation System and other mutually

agreed upon leadership goals established at the beginning of the school year and measured according to a specific rubric, the Administrator shall receive the following percentage of both his Base Salary and any increase from half of a performance-based bonus from a previous school year, subject to the provisions set forth below, to be payable as a bonus after the end of each school year:

- Ineffective evaluation rating 0%;
- Developing evaluation rating 1.25%;
- Skilled evaluation rating 2.5%; or
- Accomplished evaluation rating 4%.

Subject to the provisions below, the Board and the Administrator further agree that the Administrator may be eligible for a discretionary raise in his Base Salary for each school year to be calculated as half of any performance-based bonus percentage awarded for the previous school year (as set forth above), but not to exceed half of the amount awarded as a performance-based bonus for the prior school year. Additionally, half of any performance bonus percentage awarded for the **2025-2026** school year (as set forth above) may be added to the Administrator's base pay for the subsequent school year (on a one-time basis) provided that the Administrator is reemployed for the subsequent school year.

However, the Administrator understands and agrees that any amount added to the Administrator's Base Salary as a raise is not guaranteed and shall remain purely discretionary. Therefore, if recommended by the Superintendent, the Board may decide to reduce or not pay the raise in Base Salary for any reason and regardless of the Administrator's performance or evaluation rating. In addition, the Administrator 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 Administrator voluntarily waives any right to the raise in Base Salary, whether under R.C. 3319.02 or any other legal provision. The Administrator 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 Administrator makes this waiver with complete knowledge of its significance and enters into this Agreement freely and of the Administrator's own will.

3. Administrative Benefits Schedule. During the term of employment by the Board and except as otherwise expressly provided in this Agreement, the Administrator shall be entitled to the benefits of employment set forth in the Administrative & Supervisory Personnel Benefits Schedule 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); payment of the employee's contribution to the state retirement system (if any); payment of the employee's Medicare tax (if any); tuition reimbursement (if any); paid legal holidays; and the reimbursement of reasonable school business expenses incurred by Board employees. The Administrator acknowledges and agrees that the Board shall 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 Administrator is eligible during the term of this Agreement; that such benefits of employment shall be set forth in the Administrative & Supervisory Benefits Schedule; the Administrator shall be bound by such amendments, modifications and other changes to the Administrative & Supervisory Personnel Benefits Schedule approved by the Board after notice to the Administrator; and the Administrative & Supervisory Personnel Benefits Schedule, including any future amendments, modifications or other changes approved by the Board, shall be incorporated by reference as if fully rewritten herein.

4. Professional Association Dues. In recognition of the benefits of membership and participation in professional educational associations, the Administrator 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 Administrator to join and actively participate in certain professional associations for which the Board will pay the costs of the Administrator's membership.

5. Professional Conferences. The Board encourages and expects the continuous professional growth of the Administrator through participation in professional education conferences and related activities. With prior written approval of the Board, the Administrator 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 Administrative & Supervisory Personnel Benefits Schedule.

6. Full-Time Duties. The Administrator hereby agrees to devote his/her exclusive full-time, skill, labor and attention to his/her employment with the Kirtland Local School District continuously throughout the term of this Agreement and shall complete no less than **225 regular work days annually** (i.e. shall complete at least 230 regular work days annually but may be required to complete more than 230 regular work days annually subject to the Superintendent's discretion/determination) subject however to the leaves provided by this Agreement and the work schedule/calendar established by the Board or its designee. The Administrator may undertake professional speaking engagements, writing, and other obligations in conjunction with educational professional associations. Such activities will not materially interfere with the discharge of Administrator's duties under the Agreement and are subject to the Board's prior written approval. Any honoraria paid in connection with such engagements will be conveyed to the Kirtland Local School District. For and in consideration of the salary and other benefits contained in the Agreement, the Administrator agrees to perform all the duties of Administrator, as assigned and 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 Administrator agrees to perform such other duties as may

be designated to him by the Board and its designee. In the performance of the job responsibilities, the Administrator shall be guided by the Board-approved job description for the position to which the Administrator has been assigned, as said job description may be amended from time to time. A copy of the Board-approved job description for the position assigned to the Administrator together with any future amendments thereto is incorporated by reference as if fully rewritten herein. The Administrator shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Administrator.

With prior written approval of the Superintendent, full-time administrative and supervisory personnel who are scheduled to work 218 or more days per year shall be entitled to up to 14 days to work on or off site, to work on innovative projects and creative approaches to teaching and learning, collaborate with colleagues, or engage in other professional development activities not available on campus. While it is fully expected that administrative and supervisory personnel will manage their schedule, such flexible schedule days shall be reported on a pre-approved form which shall be submitted to the Treasurer's office.

7. Acknowledgements and Representations. The Administrator acknowledges that he has supplied certain information relied upon by the Board in connection with the employment of the Administrator. The Administrator represents that all information supplied to the Board by the Administrator is accurate and reliable. The Administrator acknowledges that the Administrator has been notified of all duties and obligations under the state retirement system.

8. Administrative Authority. The Administrator shall have all powers conferred upon Administrators by O.R.C. 3319.02 and all other sections of the Revised Code of Ohio relating to the powers, duties and qualifications of Administrators. The Administrator will 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 Administrators of local school districts.

9. Valid Administrator's License. The Administrator agrees to maintain throughout the life of this Agreement a valid and appropriate certificate/license to act as an Administrator, as assigned, in the State of Ohio. The Administrator will furnish a copy of the valid Administrator's license to the Board. The continuation of the Administrator's license to act as an Administrator, as assigned, in the State of Ohio is an express condition precedent to the continuation of this Agreement and/or any extension of it.

10. Termination. This Agreement may be terminated by: a) the mutual agreement of the Board and Administrator; b) the Administrator'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.

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

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

13. Annual Performance Evaluation(s) and Goal-Setting. The Superintendent or his designee shall annually establish goals, targets, and objectives for the Administrator and shall also evaluate the Administrator in accordance with applicable law and Board Policy. The Superintendent and Administrator will also discuss the working relationship between Superintendent and Administrator, as needed, and the Superintendent may provide direction, guidance and/or management of the Administrator in all respects of his performance, job responsibilities and contractual obligations under this Agreement. The evaluation and goal-setting procedure will not create the expectancy of continued employment as an Administrator beyond the duration of this Agreement. The Board will consider the evaluations of the Administrator, together with all other relevant factors, when deciding whether to renew or nonrenew the Administrator under applicable law and Board Policy. The Board reserves the right to nonrenew the Administrator's employment for any or no reason, except those specifically prohibited by Ohio or federal statute.

14. 403b/457 Investments. The Board, at the request of the Administrator and when in accordance with applicable law, will withhold and transfer an amount of Administrator's salary to be determined by Administrator, annually, semi-annually or monthly, permitting the Administrator to participate in a tax-deferred annuity (I.R.C. §403b or 457) program offered by the Board.

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

16. Choice of Venue. The Board and Administrator 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.

17. 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.

18. 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.

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

IN WITNESS WHEREOF, the Board of Education of the Kirtland Local School District by its President and Treasurer having been first duly authorized and Administrator have set their hands hereto this ____th Day of _____, 2020.

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

By: _____
Lew Galante, Treasurer

Date: _____

By: _____
Matt Whittaker, Board President

Date: _____

ADMINISTRATOR:

Signature: _____

Date: _____

Board of Education Copy – White
Administrator's Copy – Blue