

**EMPLOYMENT AGREEMENT OF THE SUPERINTENDENT
FOR THE WILLOUGHBY-EASTLAKE
CITY SCHOOL DISTRICT
LAKE COUNTY, OHIO**

This is an Employment Agreement ("Agreement") by and between the **Board of Education of the Willoughby-Eastlake City School District**, located in Lake County, Ohio, ("Board"), and Patrick Ward, a person qualified by training, experience, and certification/licensure to occupy the position of Superintendent in an Ohio public school district ("Superintendent" or "Ward"), pursuant to authority contained in a resolution of the Board duly adopted on May 12, 2025, , in accordance with the provisions of Ohio Revised Code Section 3319.01.

WHEREAS, the Board desires to employ Ward as Superintendent, and Ward desires to accept employment with the Board in that capacity, effective August 1, 2026;

WITNESSETH:

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

1. **Duration.** The Board hereby employs Ward under the relevant provisions of Ohio law for a term of five (5) years commencing August 1, 2026, and expiring on July 31, 2031. Ward hereby accepts said employment and promises to perform the duties of Superintendent as prescribed by the laws of the State of Ohio and by the Board's Policies, guidelines, 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 & Annuity.**
 - a. Annual Salary

In consideration of the services to be performed hereunder by Superintendent, the Board shall pay Ward an annual salary determined in accordance with the Board-adopted salary schedule for the position of Superintendent, which shall be paid in equal installments in accordance with the policy and practices of the Board. The Board reserves the right to modify the payment interval during the life of this Agreement, provided the interval is not altered more than once annually and Superintendent receives a proportionate installment at least once a month.

For the 2026-27 contract year, Ward shall be placed on Step 5 on the Ph.D. column of the attached Superintendent Salary and Step Schedule. For all purposes, unless specifically stated otherwise, Superintendent's per diem salary shall be calculated based upon a 215-day work year (Annual Salary

divided by 215 days). The Board and Superintendent may mutually agree to increase Ward's salary during the term of this Agreement subject to the limitations of required certification of resources. In no event shall Ward be paid less than the salary Superintendent is initially receiving under this Agreement unless that reduction is in accordance with a uniform plan as provided by statute. Any adjustment in salary during the term of this Agreement shall be in the form of a written amendment and become part of this Agreement. Any annual increases will be effective on August 1st of each year. If an adjustment in salary is made during the term of the Agreement, all other provisions of this Agreement, including its termination date, shall remain as stated herein.

b. Annuity

In addition to the annual salary shown in paragraph 2.a. above, the Board shall annually procure and directly pay the full cost of a tax-sheltered annuity for the benefit of Superintendent, the cost or value of which shall be twelve and one-half percent (12.5%) of Superintendent's Annual Salary. For each subsequent contract year, the annuity percentage shall increase by one-half percent until it reaches a maximum of fourteen (14%) percent (2027-28: 13%; 2028-29: 13.5%; and 2029-2030: 14%). The Board shall purchase such annuity from the agent, broker or company designated by Superintendent, subject to the restrictions permitted by Section 9.91 of the Ohio Revised Code. The annuity shall be the property of Superintendent both before and after separation from employment. It is the parties' intention that the amounts paid for such tax-sheltered annuity be included in Superintendent's compensation for retirement purposes. The tax-deferred contributions shall be paid not later than thirty (30) calendar days following the end of a contract year, provided Superintendent remains in the employ of the Board for the entire contract year. The annuity shall be distributed as tax-deferred contributions for Superintendent into a combination of IRS §§403(b) and 457 Deferred Compensation Investment plans selected by Ward. The allocation of contributions to each plan shall be determined by Ward subject to IRS limits. Superintendent acknowledges that the elective deferrals will be characterized as wages for Social Security, FICA, and as compensation for contributions to STRS.

3. **STRS Contributions.** The Board shall pay the employer's share of the State Teachers Retirement Systems ("STRS") contributions as required by law. In addition, unless otherwise prohibited by state law, the Board shall "pick-up" (pay directly) the employee's share of Superintendent's total retirement contribution to the STRS on behalf of Superintendent, plus all retirement contributions on this picked-up amount. During the term of this Agreement, to the extent permitted by law, this pick-up shall be a condition of Superintendent's employment in the District and shall not be at Superintendent's option. Such pick-up shall be a fringe-benefit of the entire amount of the employee contribution that Superintendent is required

to contribute to STRS, based upon the salary reported to STRS as provided in this Agreement. The amount of the fringe-benefit pick-up in this Agreement shall be considered compensation of the Superintendent, and unless otherwise prohibited by state law, the Board shall pay both the employer and employee's contributions to STRS on the amount of the fringe-benefit pick-up ("pick-up on the pick-up"). At any time following the execution of this Agreement, should either pick-up or pick-up on the pick-up by the Board be prohibited by state law, the Board and Superintendent agree to meet to discuss how to replace the loss of this contractual benefit for the remaining term of this Agreement.

4. **Other Compensation.**

a. Mobile Phone

The Board shall pay for Superintendent's use of a mobile phone at a rate of fifty dollars (\$50.00) per month with such payment made in the same manner as payment is made for other Board employees. Further, every other contract year, Superintendent shall be entitled to a two hundred dollar (\$200.00) reimbursement for equipment upon submission of appropriate documentation (i.e., proof of purchase) pertaining to the equipment. Superintendent agrees to abide by Board Policy 7530.02 with respect to use of his mobile phone.

b. Medicare

The Board shall pay on behalf of Superintendent, in addition to the salary shown above, Superintendent's share of the Medicare payroll tax.

5. **Healthcare and Other Insurance Coverage.** As additional compensation, Superintendent shall receive the same healthcare, prescription drug, dental, and/or vision insurance extended to the Board's other administrative personnel which the Board in its discretion may modify from time to time, including eligibility to receive a waiver in the amount of two thousand dollars (\$2,000) in lieu of taking healthcare insurance. Superintendent will pay such amounts per month as applicable to other employees of the Willoughby-Eastlake City School District toward the premium on major medical/hospitalization insurance and such applicable co-payments on prescriptions under the Board selected health insurance program. In addition, the Board will provide Ward with \$200,000 in term life insurance coverage, payable to the beneficiary(ies) designated by Superintendent. The cost of the term life insurance premium that exceeds the cost of a term life policy valued at \$50,000, will be considered income to Ward and will be identified as such on Superintendent's annual W-2 Form.

6. **Sick Leave.** Ward may earn and use sick leave with pay in accordance with state law and Board Policy 1432. Ward may accumulate an unlimited amount of sick leave. Provided Ward is employed by the Board at the time he commences service retirement under STRS, he will be compensated for one-third of accumulated unused sick leave, payable at his current per diem rate of pay at the time of

severance (Annual Salary divided by 215 days). Payment will be made in accordance with Board Policy 1415. Payment for sick leave shall be made only once and shall eliminate all sick leave accrued to Superintendent at that time.

7. **Vacation and Holiday Leave.** Ward is entitled annually to the twelve (12) paid holidays set forth in the adopted school calendar to be used on such days as set forth in the adopted school calendar. In addition, Ward shall receive thirty (30) paid days of vacation leave annually, exclusive of legal holidays. Vacation days shall be used during the contract year earned, except that Superintendent may (a) elect carry over unused vacation days from year to year up to a maximum of forty (40) days and/or (b) choose to be reimbursed for up to a maximum of fifteen (15) unused vacation days each year at his per diem rate (Annual Salary divided by 215 days) for each unused day, which shall be paid in the second pay period in August of each contract year. Upon separation of employment for any reason (except termination for cause), up to a maximum of fifteen (15) vacation days shall be paid to Superintendent at his per diem rate (Annual Salary divided by 215 days) for each unused day. In the event of his death, payment for such unused vacation days shall be made to Ward's estate at his per diem rate (Annual Salary divided by 215 days).
8. **Personal Days.** Ward shall be entitled to three (3) days paid personal leave annually in accordance with state statute and Board policy. Personal leave may not be used for remunerative activities. Personal days shall not be carried over from one year to the next. Unused personal days shall be converted to sick leave and added to Superintendent's accumulated, unused sick leave.
9. **Outside Activities.** Ward shall be entitled to take a number of days per contract year without loss of pay for the purposes of consulting, teaching, lecturing or other education-related professional purposes. In year one (1) of the contract, Ward will be entitled up to five (5) such days; in year two (2) of the contract, Ward will be entitled up to six (6) such days; and in year three (3) of the contract and beyond, Ward will be entitled up to seven (7) such days. During the school year, these days shall not be scheduled consecutively. Additionally, during the contract year, these days shall be scheduled to minimize disruption of the school district operations, with advance notice to the Board of timing and content of the proposed purpose and shall occur at times acceptable to the Board. These days shall be utilized for purposes consistent with the mission of the school district and in accordance with Board policies. Such activities by the Superintendent, because they serve to broaden the Superintendent's knowledge and experience, and to enhance his effectiveness in his position, are hereby determined by the Board to be of material value to the District and to serve a public purpose. Any compensation received for such outside activities may be retained by the Superintendent and shall not reduce the compensation provided herein. Ward shall be responsible for any expenses associated with participating in such outside activities and for making any financial disclosures required by law as a result of the outside activities. Any days allotted for outside activities that remain unused at the close of the contract year shall be converted to vacation days and subject to Section 7 above.

10. **Professional Dues & Conferences.** Ward is encouraged to attend professional meetings as approved by the Board. The Board shall pay the actual and necessary expenses of said attendance, including mileage, in accordance with Board policy. Superintendent is encouraged to join and participate in one civic organization, the Ohio School Boards Association, and two additional professional organizations. The Board will pay dues for such associations. The Board is not responsible for Superintendent's membership dues in other school-related and/or civic/professional organizations unless the Board provides Superintendent with advanced approval. Following separation from employment, Ward will not be obligated to the Board for any portion of the annual membership dues paid on Superintendent's behalf in accordance with this paragraph.
11. **Travel and Other Expenses.** In light of the Superintendent's unique professional obligations, which require the attendance of the Superintendent at numerous meetings and functions at various school buildings, non-school sites and during non-school hours, the Board will pay the Superintendent a flat monthly allowance of \$600 to defray the costs of business travel in the Superintendent's personal vehicle. In addition, the Board shall reimburse the Superintendent for other actual, necessary, and reasonable expenses incurred in the performance of his official duties in accordance with Board policy 6550 and related administrative guidelines (including submitting documentation substantiating the expenses).
12. **Full-Time Duties.** Ward agrees to devote his exclusive full-time, skill, labor, and attention to his employment with the Willoughby-Eastlake City School District continuously throughout the term of this Agreement and shall complete no less than 260 regular work days annually subject to the leaves provided by this Agreement. For and in consideration of the salary and other benefits contained in the Agreement, Ward agrees to perform all the duties of Superintendent, 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, as currently in effect and as may be amended from time to time during the term of this Agreement. All provisions of the Ohio Revised Code relating to the powers, duties, and qualifications of the Superintendent and the Board of Education are incorporated into and made part of this Agreement. Superintendent agrees to perform such other duties as may be assigned or designated to him by the Board. In the performance of his job responsibilities, Superintendent shall be guided by the Board-approved job description for the position of Superintendent of the Willoughby-Eastlake City 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 together with any future amendments thereto is incorporated by reference as if fully rewritten herein. Ward shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Superintendent.
13. **Acknowledgments and Representations.** Ward acknowledges that he has supplied certain information relied upon by the Board in connection with his

employment as the Superintendent. Ward represents that all information he supplied to the Board is accurate and reliable. Ward further acknowledges that he has been notified of all duties and obligations under Ohio Revised Code Chapter 3319 pertaining to the School Teachers Retirement System.

14. **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.
15. **Scope of Duties and Administrative Authority.** Ward shall have all powers conferred upon superintendents by Ohio Revised Code Chapter 3319 and all other sections of the Ohio Revised Code relating to the powers, duties, and qualifications of school board superintendents. Ward will perform the duties required by the Ohio Revised Code and specified in the Job Description for the Superintendent of the Willoughby-Eastlake City School District, as adopted, or as may be adopted by the Board, and/or as amended by the Board from time to time during the term of this Agreement. The Board and Superintendent acknowledge that Superintendent is a direct employee of the Board in accordance with Ohio Revised Code. Both parties agree that Superintendent shall work closely with and cooperate with the Treasurer/CFO of the District. Further, both parties acknowledge that the Superintendent, pursuant to Ohio Revised Code, shall direct and assign all employees, except for those directly engaged in the day-to-day fiscal operations of the District. Superintendent is authorized to consult with legal counsel retained by the Board for advice on school matters.
16. **Valid Superintendent's License.** Ward 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. Ward shall furnish a copy of his valid Superintendent's license to the Board. Maintenance and continuation of his Superintendent's license is an express condition precedent to continuation of this Agreement and/or any extension of it.
17. **Model Conduct.** Ward acknowledges and agrees that: a) he will maintain model conduct professionally and personally during the existence of this Agreement and any extension of it; b) his conduct to the contrary — including but not limited to unethical, immoral, or dishonorable behavior — will materially impede Ward's ability to perform his duties as Superintendent of the Willoughby-Eastlake City School District in the manner required by the Board; and c) his breach of this provision shall be grounds for termination under this Agreement and Ohio law.
18. **Termination.** This Agreement may be terminated by: a) the mutual agreement of the Board and the Superintendent ; b) the Superintendent's retirement under the applicable rules of STRS; c) termination by the Board for cause as provided by Ohio law and this Agreement; d) incapacity as set forth in the following paragraph;

e) the death of the Superintendent; or f) non-renewal of this Agreement by the Board pursuant to Ohio Revised Code Section 3319.01 or other applicable law.

19. **Incapacity.** In accordance with Board Policy and state law governing a superintendent's incapacity in effect at the time of the alleged incapacity, should Ward 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 of more than one (1) month, the Board may in its discretion make a proportionate deduction from the salary stipulated. If such disability continues for more than three (3) months or if the disability is permanent, irreparable or of such nature as to make the performance of his duties impossible (with or without reasonable accommodation), the Board may, at its option, terminate this Agreement without further liability, whereupon the respective duties, rights and obligations hereof shall terminate subject to the Board paying to the Superintendent any money that has been earned by the Superintendent under this Agreement and not previously paid to Ward.
20. **Medical Examination.** If so requested by the Board, Ward shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of the Board's choosing, which examination shall not be conducted more than once in any calendar year except by mutual agreement. When such examination is performed, the physician or physicians shall submit a written statement to the Board, which is limited to the conclusion as to whether the Superintendent is physically and mentally capable of performing the duties of his office. The actual medical report of the examination shall become Ward's property and shall remain confidential as between the physician(s) and Ward. The Board shall pay the cost of the medical examination and the report. If the medical examination report states that the Superintendent is physically or mentally incompetent to such an extent that he is unable to perform any or all of his duties and that such incompetency is permanent, irreparable, or of such nature as to make performance impossible, the Superintendent may take medical leave as provided by law and the Board shall, if necessary, replace him in accordance with Board policy. See Paragraph 18 above. If the Superintendent is placed on involuntary leave as a result of his inability to perform his job duties, he shall have a right to a hearing in accordance with Ohio Revised Code Section 3319.16.
21. **Annual Performance Evaluations.** The Board shall evaluate Ward annually. The Superintendent's evaluation shall be based on procedures adopted by the Board. The Board and Superintendent shall annually establish between two (2) and six (6) goals, targets and/or objectives for Superintendent. As part of the annual evaluation, the Board will complete a mid-year assessment and an end-of-year evaluation. The Board will conduct no less than one (1) executive session to review the mid-year assessment with Superintendent and one (1) executive session to review the end-of-year evaluation with Superintendent. During the final year of this Agreement, the Board will complete the mid-year assessment and meet with Superintendent to review it prior to December 31.

Nothing herein shall prevent the Board from meeting with Superintendent at other times to discuss his employment performance. 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 Superintendent in all respects of his performance, job responsibilities, and contractual obligations under this Agreement. The Board will consider Superintendent's evaluations, together with all other relevant factors, when deciding whether to renew Superintendent's employment under Ohio Revised Code Section 3319.01. The establishment of an evaluation and goal-setting procedure shall not create an expectancy of continued employment of Superintendent beyond the duration of this Agreement, and, as stated in Ohio Revised Code Section 3319.01, nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or failure to renew the contract of the Superintendent. The Board reserves the right to non-renew Superintendent's employment for any or no reason, except those specifically prohibited by Ohio or federal law.

22. **Liability Insurance / Indemnification.** The Board agrees, as a further condition of this Agreement, that as permitted by Ohio law it shall purchase liability insurance for Superintendent and defend, hold harmless and indemnify Superintendent from and against any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual and/or his official capacity while Superintendent was acting within the scope of his employment, including any claims brought against Ward based upon his legal status as Superintendent (whether or not based upon any of his acts or omissions). Criminal legal proceedings are expressly excluded from such indemnification. The Board, however, shall, after the fact, reimburse Superintendent for any costs/expenses he incurs in defending himself from criminal charges that are brought against him, if such charges are ultimately found to be baseless and without merit (i.e., Ward is fully exonerated of all charges) and the criminal 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 District. In the event the Board and Superintendent are determined to have adverse interests in a criminal proceeding, the Board shall have no duty of indemnification or defense. The duty to defend, indemnify, and hold harmless shall not include disputes between the Board and Superintendent, proceedings where the Board and Superintendent have adverse interests, or findings for recovery made against Superintendent.

The Board shall procure liability insurance coverage protecting Superintendent from liability arising from claims, suits, actions, and legal proceedings brought against Ward in his official capacity and as an agent or employee of the Board, or brought against Ward in his individual capacity whenever such claims, suits, actions, or legal proceedings are based upon the alleged acts or omissions of Superintendent in the course of his employment in the District. The Board shall provide liability insurance in the minimum amount of \$1 million per occurrence/\$1 million aggregate to satisfy its requirements under this provision. The coverage provided shall apply to all occurrences and not simply to claims made during the

period of Ward's employment, and shall continue to apply to Ward following any separation of employment from the District unless the cause of the separation is the occurrence (i.e., act or omission) that gives rise to the claim, suit, action and/or legal proceeding. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy is already in effect meeting all of the foregoing requirements.

The obligation of the Board to defend, indemnify, and hold harmless Ward shall extend to the amount of any damages awarded and also to any reasonable expenses, including attorney fees, which may have been incurred by Superintendent in the course of his defense, except that the policy may not apply to punitive or similar damages at the option of the underwriter. This obligation shall survive this Agreement and continue after Superintendent's separation from employment.

Nothing in this section entitled "Liability Insurance / Indemnification" shall be construed so as to create a personal responsibility or liability on the part of any individual member of the Board to defend or indemnify Superintendent against the above-described demands, claims, suits, actions, and legal proceedings.

23. **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.
24. **Savings Clause.** This Agreement is subject to and shall be construed according to the laws of the State of Ohio. Any provisions of this Agreement that are declared invalid or unenforceable by legislative action or judicial ruling shall be severed from this Agreement and the remaining terms shall continue in full force and effect. If any such invalid or unenforceable provision relates to a payment or benefit quantifiable in monetary terms, the Board shall pay to Ward additional compensation equal to the monetary value of such lost payment or benefit. If the lost payments or benefits would have been nontaxable to Ward, the amount paid by the Board under this paragraph shall be increased by an amount reasonably estimated to defray the additional tax liability incurred by Ward. Such additional compensation shall be determined by mutual agreement of the Board and Superintendent.
25. **Entire Agreement.** This instrument contains the entire agreement of the parties; it may not be changed orally, but only by an agreement in writing and signed by the parties.
26. **Miscellaneous.** The recitals are hereby incorporated in the Agreement as if fully rewritten herein.

IN WITNESS WHEREOF, the Board of Education of the Willoughby-Eastlake City School District by its President and Treasurer/CFO having been first duly authorized, and Superintendent have set their hands hereto this _____ day of May, 2025.

**BOARD OF EDUCATION OF THE
WILLOUGBY-EASTLAKE CITY SCHOOL DISTRICT**

By: _____ Date: _____
Stacy Menser, Board President

By: _____ Date: _____
Nicholas Ciarniello, Treasurer/CFO

SUPERINTENDENT

By: _____ Date: _____
Dr. Patrick Ward, Superintendent