

DAYTON CITY SCHOOL DISTRICT
CONTRACT OF SUPERINTENDENT
(O.R.C. 3319.01)

This contract is entered into by and between the BOARD OF EDUCATION OF THE DAYTON CITY SCHOOL DISTRICT, hereinafter called "Board," and DR. ELIZABETH LOLLI, hereinafter called "Superintendent."

1. **TERM**

Board hereby employs Superintendent, and Superintendent hereby accepts employment as Superintendent of Schools for a 3 year term commencing on August 1, 2018 and ending on July 31, 2021.

2. **PAID HOLIDAYS**

Superintendent shall be entitled to the same paid holidays as other 12-month administrative employees under Board policy.

3. **PROFESSIONAL LICENSURE AND RESPONSIBILITIES**

A. **Licensure**

Superintendent shall hold and maintain throughout the term of this Agreement a valid superintendent's license issued by the State of Ohio.

B. **Duties**

Superintendent shall be the Chief Executive Officer of the school system and shall have, under the direction of the Board, general supervision and management of all of the public schools and all the personnel in various personnel departments of the school system. Superintendent shall perform those duties set forth in, and be subject to, the written policy 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, and to the extent such duties are not the responsibility of another superintendent or the Treasurer under law, Superintendent shall direct and assign teachers and other employees of the schools under her supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and non-instructional, as best serves the Board, shall select all personnel for initial employment and make recommendations with respect to the re-employment, non-renewal, layoff, and termination of existing employees, shall have the initial authority to receive and respond to complaints regarding District staff or operations, shall from time to time suggest regulations, rules and procedures deemed necessary for the well-being of the school district and, in general, perform all duties incident to the office of superintendent and such other duties as may be prescribed by Board from time to time. In performing these duties on behalf of the Board, 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.

It is expressly understood and agreed that the performance of the duties of Superintendent may require Superintendent to work outside normal business hours and at non-school locations. Superintendent shall have the right to attend all school board meetings and all school board and citizen committee meetings, serve as an ex-officio member of all school board committees, and provide administrative recommendations on each item of business considered by each of these groups. Superintendent, in her discretion, and to the extent permitted by law, may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon Superintendent. The delegation of any power or duty, shall not, however, relieve Superintendent of responsibility for the action taken under such delegation.

4. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of Superintendent through her participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations, including, but not limited to membership in the Schools Superintendents Association (“AASA”) and the Buckeye Association of School Administrators (“BASA”); and
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for the Board.

The Board shall pay the full cost of annual memberships to the aforementioned professional growth organizations. In addition, the Board shall reimburse the Superintendent for the reasonable and necessary fees, tuition, travel, food and lodging expenses incurred by Superintendent in pursuing the professional growth opportunities referenced herein, up to a maximum of \$5,000 per contract year.

5. SALARY

The Board shall pay Superintendent during the term of her Contract at the annual salary rate of \$175,000 per year. This salary shall be paid in installments in the same manner as other licensed employees. As provided by Ohio law, this salary may be increased, but not decreased, during the term of this Contract, except pursuant to a uniform plan affecting all employees of the District.

6. OTHER COMPENSATION AND BENEFITS

A. STRS Contributions

The Board shall pay the employer’s share of STRS contributions as required by law. In addition, the Board shall “pick-up” (pay directly) the employee’s share of retirement contributions to the State Teachers Retirement System on behalf of Superintendent, at the rate in effect, plus all retirement contributions on this

picked-up amount (i.e. the Board shall pay the “pick-up on the pick-up” of the employer’s share of Superintendent’s STRS contributions). During the term of this contract, this pick-up shall be a condition of Superintendent’s employment in the School District and shall not be at the Superintendent’s option. It is the intention of the parties that this picked-up amount be included in Superintendent’s compensation for the purpose of calculating retirement benefits. It is also the intention of the parties that this pick-up, together with contributions on the pick-up, be made with respect to all amounts paid under this contract which are recognized by STRS as compensation for retirement purposes.

If, during the term of this Contract, legislation is enacted, becomes effective, and is applicable to this Contract, and such legislation would prohibit the payment by the Board of the employee’s share of retirement contributions on Superintendent’s behalf as a fringe benefit pick-up, the Board shall add to Superintendent’s salary the amount of the employee contribution previously picked up as a fringe benefit. The Board shall then deduct such amount from Superintendent’s salary and pay such amount directly to the STRS on Superintendent’s behalf (a salary reduction pick-up). Such salary reduction pick-up shall become a condition of Superintendent’s employment under this Contract, and not at Superintendent’s option. Such adjustments to the salary of Superintendent shall not have the effect of increasing the per diem pay calculations made under any other provision of this Contract.

B. Tax-Sheltered Annuity

In addition to the salary in section 5 above, the Board shall annually procure and pay directly the full cost of a tax-sheltered annuity for the benefit of Superintendent in the lump sum of \$30,000 each contract year. The Board shall purchase such annuity from the agent, broker or company designated by Superintendent, subject to the restrictions imposed by O.R.C. §9.91. The annuity shall be the property of Superintendent both before and after separation from employment. It is the intention of the parties that the amounts paid for such tax-sheltered annuity be included in Superintendent’s compensation for retirement purposes.

C. Insurance

1. Group Health, Dental and Vision Insurance Plans

The Superintendent shall be entitled to the same health, dental and vision insurance as provided to full-time, twelve month administrative staff pursuant to Board policy, and the Board shall contribute the same employer’s share of premiums on this insurance. The Board reserves the right to change insurance carriers or its method of insurance during the term of this Contract.

2. Life Insurance

The Board shall procure and pay the full premium for a universal life or whole life insurance policy in the amount of \$275,000, payable to the beneficiary designated by Superintendent. The policy shall be procured from an insurance company designated by Superintendent and licensed to

do business in Ohio. Any accrued cash value shall be retained by Superintendent following separation from employment, or by her beneficiary in the event of death.

D. Severance Pay

Upon separation from employment in the District, Superintendent shall be entitled to full pay at her current per diem rate for 50% of her accumulated and unused sick leave in the District as of the date of separation. This severance pay shall be paid upon any separation from employment and is not limited to separation for retirement purposes.

Payment of this severance pay shall extinguish Superintendent's sick leave accumulation in the District and for purposes of future public employment in Ohio. This severance pay may, however, be waived by Superintendent, in which case the sick leave accrual shall remain to the credit of Superintendent for purposes of future public employment in Ohio, to the extent permitted by law.

E. Leaves

1. Sick Leave

Superintendent shall accrue sick leave at the rate of 1.25 days per month under Contract in accordance with state law.

2. Vacation Leave

Superintendent shall be granted 25 days of vacation leave per Contract year, to be deemed fully accrued on each August 1st. Vacation leave shall be a fully paid leave, and may be used at the discretion of Superintendent barring extraordinary and compelling circumstances requiring the continued presence of Superintendent at her place of work.

At the end of any Contract year, up to 15 days of accrued but unused vacation leave may be exchanged for cash, at the option of the Superintendent, at her current per diem pay rate. Vacation leave exchanged for cash in this manner shall be extinguished and shall not be carried over into the following Contract year.

All vacation leave which is accrued and unused during any Contract year, and which is not exchanged for cash pursuant to the preceding paragraph, shall be accumulated and carried forward to the credit of Superintendent, up to a maximum accrual of 75 days. Upon separation from employment, the Board shall compensate Superintendent at her current per diem rate of pay for all such accrued and unused vacation leave, not to exceed, however, the amount accrued during the three years immediately preceding the date of separation.

If separation from employment occurs prior to July 31st of any Contract year, the annual vacation leave accrual for that Contract year shall be prorated accordingly.

3. Personal Leave

Superintendent shall accrue personal leave at the rate of 5 days per Contract year, to be accrued in full at the inception of this Contract and upon each August 1st thereafter. It is understood that personal leave is an annual “use or lose” benefit, not subject to accrual or pay out.

F. Miscellaneous Benefits

In addition to the benefits mentioned above, Superintendent shall be entitled to all benefits which are provided to other administrative employees of the District and which do not duplicate the above, including but not limited to sick leave, personal leave, and other leaves, insurances, deferred compensation plans, and parking privileges.

G. Medicare

Board shall pay on behalf of Superintendent, and in addition to the salary shown in Section 5 above, the Superintendent’s share of the Medicare payroll tax.

7. EXPENSES

A. Transportation

The Board will pay mileage reimbursement to Superintendent for the use of her personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the prevailing IRS rate, in accordance with Board policy DLC and regulation DLC-R, upon monthly statements signed by the Superintendent and submitted to the Treasurer.

B. Relocation Expenses

Should the Board require Superintendent to move into and reside in the District, then the Board shall reimburse Superintendent for the actual and necessary expenses incurred in moving, not to exceed \$10,000 in total.

C. Other Expenses

The Board shall provide Superintendent with a credit card or credit cards for the payment of any reasonable expenses necessarily incurred in performing services under this Contract, including, but not limited to gasoline and other travel-related expenses. Amounts charged for such purposes shall not exceed \$1,000 per month without prior authorization of the Board.

8. PROFESSIONAL LIABILITY

- A. The Board will provide liability insurance coverage protecting Superintendent from liability arising from claims, suits, actions, and legal proceedings brought against Superintendent in her official capacity and as an agent or employee of the School District, or brought against Superintendent in her individual capacity whenever such claims, suits, actions, or legal proceedings are based upon the alleged acts or omissions of Superintendent in the course of her employment in

the District. The minimum amount of such coverage shall be \$1 million per occurrence/\$3 million aggregate. The coverage provided shall apply to all occurrences and not simply to claims made during the period of Superintendent's employment, and shall continue to apply to Superintendent following any separation of employment from the District. 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.

- B. The Board will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual or official capacity as agent and employee of the School District, arising from: (1) acts or omissions of Superintendent occurring while Superintendent was acting within the scope of her employment; or (2) Superintendent's legal status as superintendent of schools, whether or not based upon the acts or omissions of Superintendent. The Board shall defend Superintendent from criminal charges against her 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 obligation of the Board to defend, indemnify, and hold harmless the Superintendent 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 her defense. This obligation shall survive this Contract and continue after Superintendent's separation from employment in the District. The Board will make every good-faith effort and take all lawful measures within its authority to appropriate the funds necessary to meet its obligations as set forth above.

- C. Nothing in this section entitled "Professional Liability" 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.

9. EVALUATION

The Board shall evaluate Superintendent annually in accordance with Board policy. The Board may also evaluate the Superintendent at other times as the Board, in its discretion, deems appropriate. The Board shall consider Superintendent's evaluation(s) in deciding whether to renew Superintendent's contract. However, the evaluation process and/or the content of the evaluation(s) shall not create an expectancy of continued employment or re-employment, and nothing herein shall prevent the Board from making the final decision as to the renewal or non-renewal of Superintendent's Contract.

10. TERMINATION

This Contract shall be terminated by resignation, retirement, or termination for cause pursuant to Sections 3319.01 and 3319.16 of the Ohio Revised Code.

Early termination of this Contract may be effectuated by the Board upon 60 days written

notice to Superintendent, or such shorter period as may be mutually agreed upon, provided written confirmation is received from the Superintendent indicating acceptance of the early termination. If early termination is effectuated by agreement in this manner, the Board shall pay the Superintendent an amount equal to the salary, insurance premiums, retirement pickups, and annuities which would have been paid during the balance of the Contract period. However, for the last contract year prescribed by this Contract, such payments from the Board shall be offset by the amount of base salary earnings which the Superintendent is able to receive from other suitable employment by reason of such early termination. If employed by another public school district or educational service center, such alternate employment must be subject to Section 3319.01 or 3319.02 of the Ohio Revised Code in order to be deemed "suitable" within the meaning of this paragraph.

11. MEDICAL EXAMINATION

If so requested by the Board, Superintendent shall undergo a comprehensive medical examination conducted by a reputable physician or physicians mutually agreed upon by the Board and Superintendent. When such an examination is performed, the physician or physicians shall submit a written statement to the Board President, which shall be limited to the conclusion as to whether Superintendent is physically and mentally capable of performing the duties of her office. The medical report of the examination shall remain confidential to the extent permitted by law. The cost of the medical examination and the report shall be borne by the Board.

If the physician's statement declares that Superintendent is not capable of performing her job duties, it is agreed the Board may proceed with the appointment of a superintendent pro tempore pursuant to Section 3319.011 of the Ohio Revised Code. If the physician's statement declares that Superintendent is not capable of performing her job duties for a period longer than 6 months, the Board may terminate this Contract and all obligations herein shall terminate (except those obligations stated in this Contract that continue following Superintendent's separation of employment from the District).

12. NON-COMPETE

The Superintendent agrees, for good and valuable consideration provided for in this Contract, that during the term of her Contract with the Board, or for a period of two (2) years beyond the termination date of this Contract, she shall not seek, apply for, work for, solicit, consult with, or in any manner be employed by any charter or community school, whether in a teaching or administrative position, located or operated wholly or partly within the geographic boundaries of the Dayton City School District. However, the Superintendent shall not be bound by this provision if at any time subsequent to the execution of this Contract, the State of Ohio puts into effect any substantial change to the organizational framework of PreK-12 education, which may more severely limit the Superintendent's subsequent employment opportunities. Any dispute as to what constitutes "substantial change" shall be submitted to the Ohio Department of Education for interpretation.

13. STRS OBLIGATIONS

The Superintendent agrees that she has been notified of and accepts her duties and obligations under Chapter 3307 of the Ohio Revised Code, relating to the State Teachers Retirement System (STRS).

14. SAVINGS CLAUSE

This Contract shall be subject to and construed according to the laws of the State of Ohio. Any provisions hereof which are declared invalid or unenforceable by legislation action or judicial ruling shall be severed from this Contract and the remaining terms shall continue in full force and effect.

WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below:

SUPERINTENDENT

DAYTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____

By _____
President

Date above signed: _____

By _____
Treasurer

Date above signed: _____