

EMPLOYMENT AGREEMENT

BETWEEN

THE WESTERVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION

AND

J. DANIEL GOOD

This employment contract (the "Agreement") is entered into this _____ day of _____, 2010, by and between the Board of Education of the Westerville City School District, located in Franklin and Delaware Counties in the State of Ohio, hereinafter called the "Board," and J. Daniel Good, hereinafter called the "Superintendent". The Board and the Superintendent, for the consideration herein specified, agree as follows:

I. TERM OF AGREEMENT

It is hereby agreed by and between the Board and the Superintendent that the Board will employ the Superintendent for the period commencing August 1, 2010 and expiring July 31, 2015. The employment contract, as amended, currently in place between the Parties, for the period of June 1, 2008 through July 31, 2011, is hereby rescinded and replaced by this Agreement.

Both parties agree that the Superintendent shall perform all duties of Superintendent for the District prescribed now or hereafter by the laws of the State of Ohio and the policies and regulations of the Board, subject to the following terms and conditions.

II. PROFESSIONAL CERTIFICATION

The Superintendent shall maintain and furnish to the Board evidence of a valid and appropriate certificate issued by the Ohio Department of Education to serve in the position of Superintendent in accordance with the laws of the State of Ohio. The Superintendent shall maintain in effect during the term of this Agreement or any extension thereof a Superintendent's certificate issued by the Ohio Department of Education.

III. DUTIES OF SUPERINTENDENT

a. The Superintendent shall perform all duties as prescribed by law and as are consistent with Board policy for the position of Superintendent. The Superintendent further agrees to devote the necessary time, energy, and expertise to perform the Superintendent's duties in a professional manner. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position may require the Superintendent to work during times other than normal business hours.

b. The Superintendent shall perform the duties specified in the Job Description for Superintendent as adopted by the Board, as it may be amended from time to time during the term of this Agreement. Such Job Description, as so amended, is hereby incorporated into this Agreement by reference as if fully restated herein.

c. The Superintendent agrees to work a minimum of two hundred sixty (260) days per year, including vacation, sick leave, personal leave, professional leave, and holidays, during the term of this Agreement. In addition, the Superintendent agrees to work any extra days that may be necessary and to participate in activities related to the job even though such days may not be identified as work days in this Agreement. The Superintendent may enter into consulting agreements with other school districts provided that the performance of those agreements does not interfere with the performance of his duties to the District and is performed by the Superintendent during his vacation or on his personal time. The Superintendent will be entitled to the following number of days in the furtherance of consulting agreements:

2010-2011 – 5 days
2011-2012 – 10 days
2012-2013 – 15 days
2013-2014 – 20 days
2014-2015 – 25 days

IV. COMPENSATION

a. Effective August 1, 2010, the Board shall pay the Superintendent a salary at an annual rate of One Hundred Eighty-nine Thousand Dollars (\$189,000) to be paid in equal installments in accordance with Board policy. Any adjustments in retroactive payments will be made in the December 3, 2010 pay period. Except as otherwise provided in this Agreement, such salary shall be subject to deduction of all taxes and other payments required by law and/or authorized and agreed upon by the parties to this Agreement.

b. Beginning on August 1, 2011 and each August 1 thereafter, the Superintendent's salary from the preceding year shall be increased by a percentage amount equal to the greater of one and one half percent (1.5%) or the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the time period from July of the preceding calendar year to June 30 of the then current calendar year as determined by the U.S. Bureau of Labor Statistics. Such increase shall be in addition to any other increases provided elsewhere in this contract.

c. The Board shall pay in total the Superintendent's share of Medicare/Medicaid tax.

d. In addition to his salary, the Board will pay the Superintendent a personal communication allowance of \$100 per month, an expense allowance of \$400 per month, and a car allowance of \$500 a month to cover the direct costs of executing the office of the Superintendent.

e. The Superintendent's salary shall be reviewed annually as part of the annual review process and may be further increased by mutual agreement during the term of this Agreement by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting salaries of all employees in the District. If the Board adjusts the Superintendent's salary during the term of this Agreement, all other provisions of this Agreement shall remain in effect. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment to, and shall become a part of, this Agreement; provided however, that any such amendment shall not be deemed a new Agreement or an extension of the termination date of this Agreement unless it is expressly so stated in the amendment.

f. In accordance with Internal Revenue Code Section 414(h)(2), the Board agrees to pick up all of the Superintendent's required member contributions to the State Teachers Retirement System ("STRS"). Such pick-up shall be a "fringe benefit" pick-up of the entire amount of the member contributions that the Superintendent is required to contribute to STRS, based upon the base salary and all other "compensation" of the Superintendent under Ohio Revised Code ("ORC") Section 3307.01. In furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the fringe benefit pick-up directly to STRS as a member contribution of the Superintendent, in lieu of an equal amount of his contract salary being paid to STRS as a member contribution; and the Superintendent shall not have the option of receiving cash in lieu of the fringe benefit pick up. The amount of the fringe benefit pick-up in this Contract also shall be considered as compensation of the Superintendent for purposes of ORC Section 3307.01; and, in accordance with and subject to the foregoing provisions of this paragraph, the Treasurer shall pay directly to STRS all employer and member contributions (in lieu of the Superintendent paying such member contributions) required on account of the inclusion of such fringe benefit pick-up as additional compensation for such purposes.

g. At the end of each calendar month of employment under this Agreement, beginning August 2011, the Board shall contribute the amounts listed below on behalf of the Superintendent to an annuity contract or custodial account which is tax qualified under IRC § 403(b) (an "Annuity") as selected by the Superintendent from a list of Providers that are available under the Section 403(b) Plan of the District. The Annuity shall be the property of Superintendent both before and after separation from employment. The Superintendent acknowledges that for federal income tax purposes, the payments to the Annuity shall be treated as salary reduction contributions on behalf of the Superintendent. The Board shall make monthly contributions into the Annuity in the following amounts: for the second year of the contract, five percent (5%) of the salary amount; for the third year of the contract, ten percent (10%) of the salary amount; for the fourth year of the contract, fifteen percent (15%) of the salary amount; and for the fifth year of the contract, twenty percent (20%) of the salary amount.

V. INSURANCE BENEFITS

The Board shall provide the Superintendent with all the health benefits, life insurance benefits, other employee welfare benefits and fringe benefits provided other twelve-month certificated administrative employees, under the same terms and conditions, in accordance with Board policy. These benefits shall include, but are not limited to, single or family health, dental and vision insurance, and a term life insurance policy that is two (2) times the Superintendent's annual salary.

VI. VACATION, LEAVES AND HOLIDAYS

a. Vacation Days - The Superintendent shall be entitled to twenty-five (25) days of vacation with pay each year this Agreement is in effect, which shall be credited at the rate of two and one-twelfth (2 1/12) days per month and accumulating without limit for the term of this Agreement. The Superintendent may elect to receive payment for all or part of his lawfully accrued but unused vacation days on an annual basis or at the time of the Superintendent's separation from employment with the Board. In either case, the Superintendent shall be compensated at his then current rate of pay based upon calculation of the per diem rate using 224 days (260 business days minus 25 vacation days minus 11 holidays). The per diem rate shall be based on both the salary amount and the annuity amount in effect at that time. In the event the Superintendent should die while in employment under this Agreement, said unused vacation pay shall be paid in accordance with Ohio Revised Code § 2113.04 or to the estate.

b. Sick Leave - The Superintendent shall be entitled to fifteen (15) paid sick leave days annually, which shall be credited at the rate of one and one-fourth (1¼) days per month. The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with Ohio law and Board policy. The unused portion of sick leave days may be accumulated to a maximum of 255 days. Upon retirement from the district, the Superintendent shall be entitled to the payment of unused sick leave, up to a maximum of 80 days, using the same per diem calculation as noted in section VIa.

c. Personal Days - The Superintendent shall be entitled to four (4) unrestricted personal leave days with pay each year of this Agreement. Unused personal leave days shall not accrue into subsequent years but, instead, will be converted to sick leave at the end of each year of this Agreement.

d. Holidays - The Superintendent shall be entitled to legal holidays in accordance with the adopted school calendar for administrators.

VII. PROFESSIONAL GROWTH

a. Meeting Expenses - The Superintendent is authorized to attend national, state and other professional meetings he deems to be necessary and beneficial to his professional growth and to the educational benefit of the school district. The Board shall reimburse the Superintendent for actual and necessary expenses it approves in its discretion.

b. Membership Dues - The Board agrees to pay the Superintendent's professional membership dues it approves in its discretion to organizations such as OASSA; OAESA; and BASA.

VIII. EXPENSES

a. The Board shall reimburse the Superintendent for all actual and necessary expenses that are not otherwise provided for in the allowances in Section IV(d) above and which are required in the performance of the official duties during the employment under this Agreement subject to such limitations as provided by law and by Board policy.

IX. MEDICAL EXAMINATION

a. Upon the request of the Board, the Superintendent hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with President of the Board, and shall be treated as confidential information. The Superintendent hereby waives any and all objections to the preparation and submission of such statement including but not limited to objections based on physician-patient privilege. The cost of said medical examination shall be borne by the Board.

b. If the medical report concludes that the Superintendent is physically or mentally incompetent to such an extent that, with or without reasonable accommodation, the Superintendent will be unable to perform the essential job functions of the Superintendent's office, and that such physical or mental incompetency will, with a reasonable degree of medical certainty, continue for a period of twelve (12) months or to the end of the term of this Agreement, whichever is longer, the Board, exercising its good faith and discretion, may terminate this Agreement.

X. EVALUATION

The Board may evaluate and assess the performance of Superintendent. This evaluation and assessment will be reasonably related to the job description of the Superintendent and the goals and objectives of the Board for the year in question.

The evaluation process and the content of any evaluation, formal or informal, shall not create an expectancy of continued employment or re-employment and nothing shall prevent the Board from making the final decision as to renewal or non-renewal.

XI. LIABILITY INSURANCE

The Board agrees to provide the Superintendent with professional liability insurance with average limits up to \$1,000,000.

XII. CONTRACT TERMINATION AND NON-RENEWAL

- a. Termination: This employment Agreement may be terminated by:
1. Mutual Agreement of the parties;
 2. Retirement, disability, or death of the Superintendent;
 3. Pursuant to Article IX herein.
 4. Termination by the Board in accordance with the laws of Ohio.
 5. Failure of the Superintendent to maintain a valid license; or
 6. If the Superintendent's salary is decreased as part of a uniform plan affecting all employees in the District, the Superintendent may terminate this Agreement upon ninety (90) days notice to the Board, provided, however, that if such notice is not received by the Board within ninety (90) days of the reduction of the Superintendent's salary, the Superintendent shall be deemed to have waived this provision.
 7. As otherwise may be provided by law.

b. Non-renewal: Non-renewal of this Agreement by the Board shall be in accordance with the Ohio Revised Code.

XIII. SAVINGS CLAUSE

If any portion of this Agreement is deemed illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect; further, this Agreement does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

President, Westerville City School
District Board of Education

J. Daniel Good

Kristi Robbins

Date _____

Date _____

Treasurer, Westerville City School
District

Scott Gooding

Date _____