

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**THE WESTERVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION**

**AND**

**JOHN R. KELLOGG**

This employment contract is entered into this 11th day of February, 2013 by and between the BOARD OF EDUCATION OF THE WESTERVILLE CITY SCHOOL DISTRICT, (hereinafter called "the Board"), and John R. Kellogg (hereinafter called "the Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

Board hereby employs Superintendent, and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing on July 1, 2013 and ending on July 31, 2016. Each work year shall consist of 260 days. Paid holidays and approved leaves are to be counted toward this total.

2. PROFESSIONAL LICENSURE AND RESPONSIBILITIES

A. Licensure

Superintendent shall hold and maintain throughout the term(s) of this Agreement a valid superintendent's license issued by the State of Ohio. If further training is required to maintain licensure, the Board will pay or reimburse the tuition costs for such training up to six (6) semester hours within any one academic year. Semester hours must be earned at an accredited Ohio institution of higher learning.

B. Duties

The Superintendent shall perform all duties as prescribed by law and as are consistent with Board policy. 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 contract.

3. PROFESSIONAL GROWTH

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

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- 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 his professional responsibilities for the Board.

Tuition reimbursement shall be paid from the administrator tuition fund by the Board subject to the approval of Board Leadership. For approved activities, the Board shall pay for the reasonable and necessary fees, travel, food and lodging expenses incurred by reason of participation.

4. SALARY

The Board shall pay Superintendent at the base annual salary rate of \$185,000 per year. This salary shall be paid in regular installments in accordance with normal District payroll procedures. 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.

5. OTHER COMPENSATION AND BENEFITS

A. STRS Contributions

The Board shall pay the employer's share of STRS contributions as required by law. The Board shall "pick-up" (pay directly) the employee's share of Superintendent's total retirement contribution to the State Teachers Retirement System on behalf of Superintendent, and shall reduce the Superintendent's gross salary as set forth in paragraph 4 by an equal amount. 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.

B. Medicare

Board shall pay on behalf of Superintendent the Superintendent's share of the Medicare payroll tax.

C. Vacation

Superintendent shall accrue vacation leave at the rate of 25 days per contract year. Vacation leave days 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 his place of work.

At the end of any contract year, up to ten (10) days of unused vacation leave may be carried over into the following contract year. The maximum

amount of accrued and unused vacation shall not exceed thirty-five (35) days at any time under this contract. Upon separation from employment, the Board shall compensate Superintendent at his current per diem rate of pay for all unused vacation leave accrued in the then current contract year, excluding any vacation leave carried over from prior contract years.

D. Group Insurances

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.

E. Holidays

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

F. Sick Leave

Superintendent shall accrue fifteen (15) days of sick leave per contract year in accordance with state law.

G. Professional Dues

The Board agrees to pay from the administrator professional dues fund the Superintendent's professional membership dues, as approved by Board Leadership, to organizations such as OASSA, OAESA, and BASA. Such approval shall not be unreasonably withheld.

H. Severance Pay

Upon retirement from the District, the Superintendent shall be entitled to the payment of unused sick leave at the rate and in the same manner as other twelve-month administrators based upon calculation of the per diem rate using the 224 day work year (260 business days minus 25 vacation days minus 11 holidays).

I. Relocation Expenses

The Board will make a one-time payment to the Superintendent of up to \$7,500 for the necessary and documented actual expenses incurred in moving to and setting up residence in the Westerville City School District. Payment shall be made to Superintendent upon documentation of the expenses incurred.

J. Mobile Communications Allowance

In order to facilitate communications between the Superintendent and his staff, to ensure a prompt administrative response to emergencies, and to better utilize the time of Superintendent while he is traveling or otherwise outside the office, the Board shall pay to Superintendent a monthly allowance of \$100 for purposes of acquiring and maintaining a mobile telephone and/or other mobile electronic communications devices. Any such equipment purchased by Superintendent shall remain the personal property of Superintendent following separation from employment.

K. Travel Expenses

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under this contract, subject to such limitations as provided by law and by Board policy. All travel expenses, including but not limited to airline tickets and hotels must have Board Leadership approval. Documented automobile travel will be reimbursed at the prevailing IRS mileage rate.

6. RESIDENCY

Superintendent shall be expected to purchase a residence in the District by August 31, 2014, unless he can demonstrate financial hardship or the unavailability of suitable housing. In this context, "financial hardship" shall include the inability to sell a previous residence at fair market value despite reasonable efforts to do so.

7. PROFESSIONAL LIABILITY

A. The Board will provide professional liability insurance coverage protecting Superintendent from liability from claims, suits, actions and legal proceedings brought against Superintendent in his official capacity and as an agent or employee of the School District and while acting within the scope and course of said employment. The minimum amount of such coverage shall be \$1 million per occurrence/\$3 million aggregate. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy is already in effect having at least the above minimum coverages.

B. The Board further will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his 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 his 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 him 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

above provisions shall not be construed so as to provide personal liability for an individual member of the Board to defend or indemnify Superintendent against such demands, claims, suits, actions and legal proceedings.

8. EVALUATION

The Board shall evaluate Superintendent annually in accordance with law. The Board shall consider such evaluation in deciding whether to renew the Superintendent's contract. The existence of this evaluation process, and this contractual provision, shall not be deemed to create an expectancy of continued employment and shall not prevent the Board from making the final determination regarding the renewal or nonrenewal of Superintendent's contract.

9. TERMINATION

This contract shall be terminated by resignation, retirement, or termination for cause pursuant to Section 3319.16 of the Ohio Revised Code.

10. STRS OBLIGATIONS

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

11. SAVINGS CLAUSE

If any portion of this contract is ruled to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect for the full duration thereof.

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

SUPERINTENDENT

WESTERVILLE CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

\_\_\_\_\_  
John R. Kellogg

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Treasurer

Date above signed: \_\_\_\_\_

Date above signed: \_\_\_\_\_