

**MARLINGTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

June 26, 2020 Meeting

June 26, 2020

**AGENDA OF VIRTUAL EMERGENCY BOARD MEETING
MINUTES**

7:30 P.M.

I. Call to Order and Roll Call

Carolyn Gabric	_____	x	
Josh Hagan	_____	x	
Karen Humphries	_____	x	
Scott Mason	_____	x	
Danielle Stevens	_____	x	

A. Pledge of Allegiance

II. Reading of Mission Statement – Mrs. Carolyn Gabric

In collaboration with staff, community, parents, and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards with effective intervention to challenge every student.

III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric, President

B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the June 26, 2020 meeting.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan	x		x			Resolution No.	205.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

IV. ~~Executive Session (If needed)~~

~~Executive Session Resolution: _____ moves and _____ seconds a motion for the Marlinton Local School District Board of Education (“Board”) to recess into executive session pursuant to R.C. 121.22(G)(1) and H.B. 197, via a secure virtual conference line, for the purpose of considering the appointment, employment, and compensation of a new superintendent, who is a public employee/official. All matters discussed in this executive session are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business. (Roll Call Vote)~~

~~IN: _____ OUT: _____~~

V. New Business

A. **BOARD RESOLUTION:** Pursuant to R.C. 3319.01 and applicable laws, the Marlinton Local School District Board of Education (“Board”) hereby approves and enters into an employment contract with Dr. Michael Shreffler, a copy of which is attached hereto and incorporated herein, for a period commencing August 1, 2020, and ending July 31, 2021.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan			x			Resolution No.	206.20		
Karen Humphries	x		x						
Scott Mason		x	x						
Danielle Stevens			x						

B. BOARD RESOLUTION: Pursuant to R.C. 3313.171 and applicable laws, the Marlington Local School District Board of Education (“Board”) hereby approves and enters into an at-will consulting employment contract with Dr. Michael Shreffler to provide superintendent transition consultant services to the Board at a daily rate of \$500.00 for the period commencing June 26, 2020, and ending July 31, 2020, on days mutually agreeable to the Board and Dr. Michael Shreffler.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan	x		x			Resolution No.	207.20		
Karen Humphries			x						
Scott Mason		x	x						
Danielle Stevens			x						

C. BOARD RESOLUTION: The Marlington Local School District Board of Education (“Board”) shall not employ employees during the period commencing June 26, 2020, and ending July 31, 2020, without the prior written recommendation of Dr. Michael Shreffler.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan		x	x			Resolution No.	208.20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens			x						

VI. Next Board of Education Meetings:

Regular Meeting: July 2, 2020
7:00 P.M.
Electronic Remote Technology Meeting

Regular Meeting July 16, 2020
7:00 P.M.
Electronic Remote Technology Meeting

Discussion/ Motion (if necessary):**VII. Adjournment**

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan		x	x			Resolution No.	209.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

 Board President

 Treasurer/CFO

MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
SUPERINTENDENT/CHIEF EXECUTIVE OFFICER
CONTRACT OF EMPLOYMENT

This *Superintendent/Chief Executive Officer Contract of Employment* (“Superintendent Contract”) is made and entered into on **June 26, 2020**, by and between the Marlington Local School District Board of Education (“Board”) and **Michael Shreffler** (“Superintendent”) (collectively, “Parties”) pursuant to R.C. 3319.01 and applicable laws. The Parties agree as follows:

1. **ALL PRIOR CONTRACTS SUPERSEDED**

This Superintendent Contract specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices regarding the employment of any R.C. 3319.01 employee.

2. **TERM OF CONTRACT AND RESIDENCY**

A. For the one-year contract period commencing August 1, 2020, and ending July 31, 2021, Superintendent shall be appointed and employed as the Superintendent/Chief Executive Officer for the Board under R.C. 3319.01 by virtue of this Superintendent Contract with full authority and responsibilities as set forth under the laws of the State of Ohio, any and all current Board policies not relating to the terms and conditions of Superintendent’s employment as may be amended from time to time by the Board; any and all current Board administrative guidelines not relating to the terms and conditions of Superintendent’s employment as may be amended from time to time by the Board; current Board policies relating to the terms and conditions of Superintendent’s employment as may be amended from time to time by the Board and Superintendent; any and all current Board administrative guidelines relating to the terms and conditions of Superintendent’s employment as may be amended from time to time by the Board and Superintendent; any and all current applicable Board job description(s), **a copy of which is attached hereto and incorporated herein as Exhibit A** as may be amended from time to time by the Board and Superintendent; the Board’s Code of Conduct and Ethics, **a copy of which is attached hereto and incorporated herein as Exhibit B**, as may be amended from time to time by the Board and Superintendent; the Licensure Code of Professional Conduct for Ohio Educators as may be amended from time to time by the Ohio Department of Education; the Ohio Standards for Superintendents, **a copy of which is attached hereto and incorporated herein as Exhibit C**, as may be amended from time to time by the Ohio Department of Education; and this Superintendent Contract as may be amended from time to time by the Board and Superintendent.

B. [INTENTIONALLY BLANK]

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3. PROFESSIONAL LICENSE

Superintendent shall maintain and furnish to the Board evidence of maintaining valid credentials to act as the Superintendent/Chief Executive Officer for the Board in accordance with all applicable laws of the State of Ohio. As set forth in Paragraph 16 of this Superintendent Contract, the Board shall bond Superintendent in accordance with all applicable laws of the State of Ohio. This Superintendent Contract is subject to the continued proper certification/licensure and bonding of Superintendent.

4. DUTIES OF SUPERINTENDENT/CHIEF EXECUTIVE OFFICER

Superintendent shall dispatch any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board, and shall devote such time and energy as is necessary to meet the Superintendent/Chief Executive Officer obligations and responsibilities for the Board as set forth under the laws of the State of Ohio, any and all current Board policies not relating to the terms and conditions of Superintendent's employment as may be amended from time to time by the Board; any and all current Board administrative guidelines not relating to the terms and conditions of Superintendent's employment as may be amended from time to time by the Board; current Board policies relating to the terms and conditions of Superintendent's employment as may be amended from time to time by the Board and Superintendent; any and all current Board administrative guidelines relating to the terms and conditions of Superintendent's employment as may be amended from time to time by the Board and Superintendent; any and all current applicable Board job description(s), **a copy of which is attached hereto and incorporated herein as Exhibit A**, as may be amended from time to time by the Board and Superintendent; the Board's Code of Conduct and Ethics, **a copy of which is attached hereto and incorporated herein as Exhibit B**, as may be amended from time to time by the Board and Superintendent; the Licensure Code of Professional Conduct for Ohio Educators as may be amended from time to time by the Ohio Department of Education; the Ohio Standards for Superintendents, **a copy of which is attached hereto and incorporated herein as Exhibit C**, as may be amended from time to time by the Ohio Department of Education; and this Superintendent Contract as may be amended from time to time by the Board and Superintendent.

5. COMPENSATION

A. Annual Base Salary

1) Base Salary

Commencing August 1, 2020, and ending July 31, 2021, the Board shall pay Superintendent an annual base salary of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00) in consideration of

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Superintendent dispatching any and all Superintendent/Chief Executive Officer duties to the fullest on behalf of the Board during this period.

2) **No Automatic Annual Base Salary Increases**

a. **No Automatic Percentage Increase:** The annual base salary shall automatically increase each contract year (i.e., August 1 to July 31) by zero percent (0%) during the term of this Superintendent Contract.

b. **No Automatic COLA Percentage Increase:** The annual base salary shall not automatically increase each contract year (i.e., August 1 to July 31) by any cost-of-living adjustment during the term of this Superintendent Contract.

3) **Discretionary Base Salary Increases:** The Board may increase the annual base salary at any time during the term of this Superintendent Contract. The Parties agree to meet on or before July 31 of each contract year to consider whether to increase the base salary for the next contract year commencing August 1 and ending July 31. The Parties understand that any discretionary annual base salary increase under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

4) **Salary Distributions:** The annual salary shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

5) **Tax Deferred Annuity Withholding and Transfer:** Upon the written request of Superintendent, the Board shall withhold and transfer a portion of Superintendent's salary to a tax-deferred annuity program chosen by Superintendent from such programs as may be adopted by the Board.

B. **Per Diem Rate of Pay:** The *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in Paragraph 5(A)(1)-(3) of this Superintendent Contract by two hundred sixty (260) days.

C. **Uniform Reduction Plan:** Nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "compensation" of Superintendent during this Superintendent Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Marlinton Local School

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District pursuant to R.C. 3319.01 and any and all applicable laws of the State of Ohio.

6. OTHER COMPENSATION

A. State Teachers Retirement System of Ohio

- 1) **STRS Employer Contribution:** The Board shall pay the entire share of the employer contribution of any and all State Teachers Retirement System of Ohio ("STRS") contributions as required by the laws of the State of Ohio.
- 2) **Pick-Up On The Pick-Up Plan:** The Board has adopted a "pick-up on the pick-up" plan that wherein the Board specifies that the "pick-up on the pick-up" plan: (a) shall apply to Superintendent, (b) shall mandate that the Board pay the Superintendent's entire share of the employee/member contribution of any and all STRS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member STRS contribution by the Board as compensation to the Superintendent, (d) shall include payment of the Superintendent's entire employee/member STRS contribution by the Board in the Superintendent's salary for STRS retirement purposes, (e) shall be a mandatory condition of employment as the Superintendent, and (f) shall prohibit the Superintendent from opting out of the plan. The "pick-up on the pick-up" plan shall apply to Superintendent during the term of this Superintendent Contract.

B. **Group Health Care Plans:** Superintendent shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Superintendent Contract. The Board shall pay eighty-seven percent (87%) and Superintendent shall pay thirteen percent (13%) of the premium for said health care plans. The Parties understand that any group health care plan under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

C. **Group Term Life Insurance Policy:** [INTENTIONALLY BLANK]

D. **Cell Phone Stipend:** [INTENTIONALLY BLANK]

E. **Vehicle Stipend:** While there shall be no vehicle stipend, Superintendent may submit mileage reimbursement pursuant to Paragraph 11 of this Superintendent Contract.

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- F. **Annuity:** [INTENTIONALLY BLANK]
- G. **Medicare:** The Board shall pay directly to the federal government Superintendent's share of Medicare. Such compensation shall not be counted toward any severance payment under Article 9(C) of this Superintendent Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Agreement or law. The Parties understand that any Medicare compensation under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.
- H. **Additional Insurance Coverage:** [INTENTIONALLY BLANK]
- I. **Tuition Reimbursement:** [INTENTIONALLY BLANK]
- J. **Other Compensation Provided to Full-Time, Twelve (12) Month Administrative Employees:** [INTENTIONALLY BLANK]
- K. **Stipend for Honoring the Contract Term:** [INTENTIONALLY BLANK]
- L. **Uniform Reduction Plan:** Nothing in this Superintendent Contract shall limit the Board's right to either increase or decrease the "other compensation" of Superintendent during this Superintendent Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Marlinton Local School District pursuant to R.C. 3319.01 and any and all applicable laws of the State of Ohio.

7. PER DIEM RATE OF PAY AND WORK SCHEDULE

- A. While the *per diem* rate of pay shall be calculated as set forth in Paragraph 5(B) of this Superintendent Contract, Superintendent shall be available to perform the duties set forth in Paragraph 4 of this Superintendent Contract for three hundred sixty five (365) days in each contract year (i.e., August 1 to July 31).
- B. Superintendent shall devote such time and energies as are necessary to perform the duties set forth in Paragraph 4 of this Superintendent Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in Paragraph 4 of this Superintendent Contract shall require Superintendent to work during times other than normal business hours and the regular work week (e.g., evenings and weekends).
- C. Superintendent agrees that Superintendent shall not engage in any other business activities or render services of any nature on behalf of

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Superintendent or on behalf of any other person, corporation, or other entity for compensation without the Board's prior written approval and Superintendent must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Superintendent is prohibited from holding outside employment unless prior written approval is granted by the Board. For example, the Board agrees that Superintendent may teach as an adjunct instructor at local colleges and universities provided such teaching services do not conflict with the duties set forth in Paragraph 4 of this Superintendent Contract and no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. For example, the Board and Superintendent agree that Superintendent may continue to serve as a township trustee for the Perry Township.

- D. The prohibition of Superintendent holding outside employment – unless prior written approval is granted by the Board – remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, and personal leave and may result in disciplinary action up to and including termination of employment.

8. HOLIDAYS AND VACATION LEAVE

- A. **Holidays:** Superintendent shall be entitled to paid holiday leave for the holidays set forth in the adopted Board calendar as may be amended from time to time by the Board. The Parties understand that any holiday benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.
- B. **Vacation Leave:** Superintendent shall be entitled to twenty five (25) vacation days for each contract year consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. Unused vacation days after each contract year shall accrue and carryover from year to year to a maximum of five (5) unused vacation days in any given contract year. For example, assuming there are five (5) unused vacation days from the 2020-2021 contract year, Superintendent shall be entitled to be entitled to thirty (30) vacation days for the 2021-2022 contract year. Superintendent shall not use more than a combination of thirty eight (38) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. Upon the discretionary declaration of Superintendent on August 1 of each year, the Board shall pay Superintendent for any unused accumulated vacation days from prior years on or before August 31 in the year in which Superintendent

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declares payment of the same. Such payment shall be based upon the *per diem* rate of pay as calculated in Paragraph 5(B) of this Superintendent Contract. Such payment shall not be counted toward any severance payment under Article 9(C) of this Superintendent Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Superintendent Contract or law. The Parties understand that any vacation leave benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

9. SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY

A. Sick Leave

- 1) **Credit:** Superintendent shall be entitled to sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any sick leave benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.
- 2) **Usage and Accumulation:** On August 1, 2020, Superintendent shall have no more than a total of two hundred fifty (250) days in used and accumulated sick leave that shall transfer to the Board. Superintendent may use and accumulate unlimited sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. The Parties understand that any sick leave benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

B. Personal Leave: Superintendent shall be entitled to three (3) personal days for each contract year consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract. Unused personal days shall not accrue and shall not carryover from year to year. Superintendent shall not use more than a combination of thirty eight (38) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. The Board shall pay Superintendent for any unused accumulated personal days from prior years on or before August

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31 in the next contract year. Such payment shall be based upon the *per diem* rate of pay as calculated in Paragraph 5(B) of this Superintendent Contract. Such payment shall not be counted toward any severance payment under Article 9(C) of this Superintendent Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Superintendent Contract or law. The Parties understand that any personal leave benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

- C. **Severance Pay:** Pursuant to R.C. 124.39(C), the Board provides more severance benefits as those set forth in R.C. 124.39(B) for Superintendent. Specifically, Superintendent shall, upon separation from service with the Board for any reason other than termination for cause, be paid one-fourth (.25) of the value of the Superintendent's accrued but unused sick leave with a maximum of two hundred eighty (280) sick days, but the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of seventy (70) days of accrued but unused sick leave. This one-time severance payment shall be equal to the *per diem* rate of pay as set forth in Paragraph 5(B) of this Superintendent Contract at the time of retirement (i.e., Annual Salary as defined in Paragraph 5(A)(1)-(3) of this Superintendent Contract ÷ 260 days) times twenty five percent (25%) of the accumulated unused sick leave. **By way of example only**, should Superintendent retire on July 31, 2021, with an annual salary of \$130,000.00 (as defined in Paragraphs 5(A)(1)-(3) of this Superintendent Contract), and there are 280 days of accumulated maximum unused sick leave at the time of retirement (e.g., July 31, 2021); the one-time severance payment shall be calculated as follows, rounding to the nearest cent/penny/hundredth: $(\$130,000.00 \div 260) \times (.25 \times 280) = \$500.00 \times 70 = \$35,000.00$. The Parties understand that any severance pay benefits under this Superintendent Contract shall be made by the Board independent of any other employees of the Board.

10. PROFESSIONAL GROWTH/ORGANIZATIONS

A. Professional Growth

- 1) Superintendent shall be encouraged to participate in seminars, in-service meetings, college courses, and certification class requirements which promote professional growth and are related to the duties set forth in Paragraph 4 of this Superintendent Contract.
- 2) Superintendent shall submit requests to attend professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract to the Board for approval prior to attending the same during normal business hours. The Board has the sole discretion to approve or deny attendance requests by Superintendent under Paragraph 10(A)(2) of this Superintendent Contract. Articles 10(A)(1) and (2) of this Agreement

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does not apply to the professional organization provisions of Article 10(B) of this Agreement.

- 3) Upon approval by the Board, attendance at professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract shall be considered a work day for Superintendent under Paragraph 7 of this Superintendent Contract. Articles 10(A)(1) and (3) of this Agreement does not apply to the professional organization provisions of Article 10(B) of this Agreement.
- 4) Upon approval by the Board, the Board shall reimburse or pay on behalf of Superintendent all actual and necessary travel and other expenses required to attend the professional growth opportunities set forth in Paragraph 10(A)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract. Articles 10(A)(1) and (4) of this Agreement does not apply to the professional organization provisions of Article 10(B) of this Agreement.

B. Professional Organizations

- 1) Superintendent shall be encouraged to join and participate in the Stark County Educational Service Center and Buckeye Association of School Administrators. The Board may, in its sole discretion, also allow Superintendent to join other professional organizations upon the written request of Superintendent.
- 2) The Board shall reimburse or pay on behalf of Superintendent all actual and necessary membership dues, as well as travel and other expenses, required to join and participate in the professional organizations set forth in Paragraph 10(B)(1) of this Superintendent Contract. The Board shall reimburse or pay on behalf of Superintendent pursuant to Paragraph 11 of this Superintendent Contract to the extent permitted by law.

11. EXPENSES

The Board shall reimburse or pay on behalf of Superintendent all actual and necessary travel and other expenses required in the performance of the duties set forth in Paragraph 4 of this Superintendent Contract subject to such limitations as provided by the laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time. Such compensation shall not be counted toward any severance payment under Article 9(C) of this Superintendent

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Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Superintendent Contract or law.

12. CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this Superintendent Contract by the Board shall be in accordance with R.C. 3319.01 and any and all applicable laws of the State of Ohio.

13. PERFORMANCE EVALUATION

Pursuant to R.C. 3319.01, the Board shall adopt procedures for the evaluation of Superintendent and shall evaluate Superintendent in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Superintendent's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3319.01 or this Superintendent Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Superintendent's contract.

14. CONTRACT TERMINATION

This Superintendent Contract may be terminated by:

- A. Mutual agreement of the Parties;
- B. Retirement, disability, or death of Superintendent;
- C. Termination by the Board in accordance with R.C. 3319.01, R.C. 3319.16, and any and all applicable laws of the State of Ohio;
- D. Failure of Superintendent to maintain a valid license;
- E. Failure of Superintendent to secure a position schedule bond in a reasonable amount acceptable to the Board;
- F. Failure to fully comply with the Board's Code of Conduct and Ethics as may be amended from time to time by the Board and Superintendent;
- G. Failure to fully comply with Licensure Code of Professional Conduct for Ohio Educators as may be amended from time to time by the Ohio Department of Education;

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- H. Failure to fully comply with the Ohio Standards for Superintendents as may be amended from time to time by the Ohio Department of Education;
- I. The issuance of any discipline, sanction, revocation, and/or consent decree by the Ohio Department of Education; and/or
- J. As otherwise provided by law.

15. INDEMNIFICATION

- A. Except for findings for recovery in an audit report pursuant to R.C. 117.28 and consistent with R.C. 2744.07 and applicable laws, the Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and/or legal proceedings brought against Superintendent in either an individual capacity or in an official capacity as agent and employee of the Board provided the incident arose while Superintendent was acting within the scope of employment (excluding criminal litigation) and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under Paragraph 15 of this Superintendent Contract shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater. Except that, in no case, shall any individual board member be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and/or legal proceedings.
- B. It is expressly recognized between the Parties, that the duty to provide for the defense of Superintendent also applies to demands, claims, suits, actions, and/or legal proceedings (excluding criminal litigation) threatened and/or commenced by and/or on behalf of any other political subdivision and/or the State of Ohio.
- C. Paragraph 15 of this Superintendent Contract shall not apply to disputes between the Parties.

16. BOND/POSITION SCHEDULE BOND

The Board shall provide a position schedule bond for Superintendent in the minimum amount mandated by Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

17. MEDICAL EXAMINATION

Superintendent agrees that, upon the request of the Board, Superintendent shall submit to

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00000111 Envelope ID: 9934AUZZ-3C1B-40FE-9F0B-333333C7FA030

a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental competency of Superintendent shall be filed with the Superintendent of the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the Board determines that Superintendent is incapacitated in such a manner that Superintendent is unable to perform the duties of the office of Superintendent, the Board may, by a majority vote of the members of the Board, appoint a person to serve in Superintendent's place *pro tempore*. The standards for determining whether Superintendent is incapacitated shall be determined in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Superintendent Contract.

18. STRS OBLIGATIONS

Superintendent has been notified as required by R.C. 3307.21 of all duties and obligations under R.C. Chapter 3307 pertaining to STRS as a condition of Superintendent's employment.

19. COMPLETE AGREEMENT

This Superintendent Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Superintendent Contract or any amendments or exhibits hereto as this Superintendent Contract has been jointly drafted by both parties.

20. SAVINGS CLAUSE

If any portion of this Superintendent Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Superintendent Contract shall remain in full force and effect.

21. COUNTERPARTS

This Superintendent Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Superintendent Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.

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**MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Marlington Local School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Marlington Local School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DocuSigned by:

Carolyn Cabric

AAAA078A36E84F0

Carolyn Cabric, Board President
(In Official Capacity Only)

DocuSigned by:

Kathryn E. Brugger

8AA891FDB042480

Kathryn E. Brugger, Treasurer/Chief Fiscal Officer
(In Official Capacity Only)

DocuSigned by:

Joseph Knoll

3B4462075E35480

Joseph Knoll, Superintendent/Chief Executive Officer
(In Official Capacity Only)

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Contract of Employment*

22. REVIEW BY COUNSEL

Superintendent represents and warrants that this Superintendent Contract is the result of a full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Superintendent review this Superintendent Contract and to verify that the terms and provisions of this Superintendent Contract are reasonable and enforceable. Superintendent acknowledges that Superintendent has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Superintendent Contract has been jointly drafted by the Parties.

FOR THE MARLINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

FOR MICHAEL SHREFFLER:

DocuSigned by:
Carolyn Galoric

DocuSigned by:
Michael Shreffler

AA8A07BA08EMER
Carolyn Galoric*
Board President
(In Official Capacity Only)

50C10TBEE9DCC
Michael Shreffler

DocuSigned by:
Kathryn E. Brugger

6AA804FDB042480
Kathryn E. Brugger*
Treasurer/Chief Fiscal Officer
(In Official Capacity Only)

DocuSigned by:
Joseph Knoll

3B4482075F35480
Joseph Knoll*
Superintendent/Chief Executive Officer
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. 206.20

*This Agreement has no legal effect absent Board approval.

*Marlington Local School District Board of Education
Superintendent/Chief Executive Officer
Contract of Employment*