

The Fort Frye Board of Education met on Wednesday, April 30, 2008, in the Beverly-Center Elementary School building at 4:30 PM, for a Special Meeting. Vice-President Vandenberg led in the Pledge of Allegiance to the flag and then called the meeting to order with the following members answering to roll call: Tammy Bates, David Vandenberg, David White, and Kevin Worthington. Absent: Zack Waite.

The purpose of the meeting was to consider the question of the employment of a Superintendent.

2008-54 WAIVE APPROVAL OF MINUTES

David White moved to waive approval of the minutes until the next regular meeting. Kevin Worthington seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; David White-yes; and Kevin Worthington-yes. Absent: Zack Waite. The vice-president declared the motion carried.

2008-55 EXECUTIVE SESSION

David White moved to adjourn to executive session at 4:36 PM to discuss personnel relating to employment. Tammy Bates seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; David White-yes; and Kevin Worthington-yes. Absent: Zack Waite. The vice-president declared the motion carried.

Returned to special meeting at 5:28 PM.

2008-56 SUPERINTENDENT'S CONTRACT

David White moved to offer the following contract to Diane L. Thompson:

SUPERINTENDENT'S CONTRACT Fort Frye Local School District Washington County, Ohio

Diane L. Thompson

This employment contract is entered into this 30th day of April, 2008, by and between the Board of Education of the Fort Frye Local School District, hereinafter called the Board, and Diane L. Thompson, hereinafter called the Superintendent. The Board and the Superintendent, for the consideration herein specified, agree as follows:

1. **Terms of Contract:** The Board, in accordance with its action as found in the minutes of its meeting held on the 30th day of April, 2008, hereby employs the Superintendent of Schools, for a continued appointment commencing on the first day of August, 2008 and ending on the last day of July, 2010.
2. **Professional Certification:** The Superintendent shall furnish the Board evidence of her valid and appropriate certificate to act as Superintendent of Schools of this district in accordance with the laws of the State of Ohio.
3. **Duties of the Superintendent:**
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 with the exception of the Treasurers' office. Superintendent shall

2008-56 SUPERINTENDENT'S CONTRACT (continued)

3. Duties of the Superintendent:

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 accordance with Section 3319.01 of the Ohio Revised Code. The

3. Duties of the Superintendent:

Superintendent shall direct and assign teachers and other employees of the schools under his/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 re-employment, layoff, and termination of existing employees, shall serve as the primary spokesperson for the District in 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 incidental to the office of superintendent and such other duties as may be prescribed by the Board from time to time. In performing these duties on behalf of the Board, the 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 the Superintendent to work outside normal business hours and at non-school locations. The 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. The 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 the Superintendent. The delegation of any power or duty shall not, however, relieve the Superintendent of responsibility for the action taken under such delegation.

4. Compensation:

a. **Salary** - The Board shall establish a base salary of \$89,000.00 for the first year of the contract period with increases to be negotiated each of the remaining years.

b. The Board shall pay the employee's share of STRS contributions as required by law. In addition the Board shall "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution to the State Teachers Retirement System on behalf of the Superintendent, plus all retirement contributions on this picked-up amount. Full Board-paid Medicare Tax.

c. **Compensation:** The Board shall provide the Superintendent with all benefits applicable to 12-month employees, in accordance with Board policy. Such benefits shall include, but not be limited to sick leave, personal leave and other leaves, insurance and deferred compensation plans.

d. **Insurance:** The Superintendent shall pay 10% of the cost of medical (health and prescription drug) insurance premiums. A Section 125 tax reduction for the employee's portion of the premium shall apply. The Board shall provide dental insurance and \$25,000 of life insurance at no cost to the employee.

5. **Holidays:** The Superintendent shall be entitled to 11 paid holidays. These holidays are: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day.

2008-56 SUPERINTENDENT'S CONTRACT (continued)

6. Vacation: The Superintendent shall be entitled to twenty (20) days of vacation with pay each year the contract is in effect. Vacation days shall be scheduled to minimize disruption of school district operations and at times acceptable to the Board.
7. Severance Pay: Upon separation from employment in the district, the Superintendent shall be entitled to full pay at her current per diem rate for one-half of his accumulated and unused sick leave in the district as of the day of separation from employment due to retirement or death; not to exceed 75 days.
8. Professional Growth: The Superintendent shall attend appropriate professional meetings at the local, state and national level; the actual and necessary expenses of said attendance to be paid by the Board. The parties understand that the Superintendent shall provide the Board with a written report for meetings she deems of special interest and significance. The board shall underwrite the cost of tuition and textbooks up to \$700 annually for additional graduate work.
9. Professional Dues/Memberships: The Board shall underwrite the Superintendent's annual membership dues assessed by the Buckeye Association of School Administrators and the American Association of School Administrators. The annual total of such shall not exceed the actual cost of these dues.
10. Service Organization Memberships: The Board shall underwrite the Superintendent's annual membership dues assessed by the Local, State and Federal professional service organizations. The annual total of such shall not exceed the actual cost of these dues.
11. Business Expenses: The Board shall reimburse the Superintendent for all actual and necessary expenses required in the performance of her official duties during the employment under this contract subject to such limitations as provided by law and by Board policy and upon presentation of receipts.
12. Transportation Expenses: In light of the unique nature of the professional duties of the Superintendent, which requires attendance at many meetings and functions, the Board shall assume the cost of such transportation by: Mileage reimbursement to the Superintendent for the use of her personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the district rate, upon statements signed by the Superintendent and submitted to the Treasurer.
13. Indemnification: The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of her employment (excluding criminal litigation), except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.
14. Evaluation: The Board shall evaluate the Superintendent by conducting no less than one executive session at either a regular or special meeting of the Board prior to the first of March for the express purpose of discussing her performance and compensation as the Board's Executive Officer. Additional sessions may be held at the request of either party.

2008-56 SUPERINTENDENT’S CONTRACT (continued)

15. Termination: This employment contract may be terminated by:
- a. Mutual agreement of both parties.
 - b. Retirement, disability, or death of the Superintendent; or
 - c. For good and just cause as set forth and in accordance with Section 3319.16 of the Ohio Revised Code.

Kevin Worthington seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; David White-yes; and Kevin Worthington-yes. Absent: Zack Waite. The vice-president declared the motion carried.

2008-57 MOTION TO ADJOURN

Tammy Bates moved that the Fort Frye Board of Education special meeting be adjourned. Kevin Worthington seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; David White-yes; and Kevin Worthington-yes. Absent: Zack Waite. The vice-president declared the motion carried.

Meeting adjourned at 5:32 PM.

Larry D. James, Treasurer

Zack Waite, President