

5911

**McDONALD LOCAL BOARD OF EDUCATION
WEDNESDAY, SEPTEMBER 23, 2015
SPECIAL MEETING – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Special Meeting on Wednesday, September 23, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

There was no Work Session and the Special Meeting was called to order at 7:00 p.m. by President Tom Hart. President Tom Hart called the roll.

Roll Call:

Members present: Jack Dugan, Catherine Harvey, Jody Klase
John Saganich, Tom Hart

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Res. 15-274 Approve agenda for Special Meeting of September 23, 2015

Mrs. Harvey moved and Mrs. Klase seconded

Yeas: Harvey, Klase, Dugan, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-275 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Harvey moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 7:01 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

5912

- A. To consider one or more, as applicable, of the check marked items with respect to public employee or official:
1. ☐ Appointment
 2. ☒ Employment
 3. ☐ Dismissal
 4. ☐ Discipline
 5. ☐ Promotion
 6. ☐ Demotion
 7. ☐ Compensation
 8. ☐ Investigation of charges/complaints (unless public hearing requested.)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and E as listed above.

5913

Yeas: Harvey, Klase, Dugan, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-276 Adjourn Executive Session

Mrs. Harvey moved and Mr. Dugan seconded the motion to adjourn executive session and return to the Special Meeting at 7:20 p.m.

Yeas: Harvey, Dugan, Klase, Saganich, Hart
Nays: None
President declared motion carried

New Business:

A. Personnel Committee – John Saganich, Chairperson

Res. 15-277 SUPERINTENDENT CONTRACT

Resolution to approve the Contract for the Employment of the Superintendent of the McDonald Local School District, dated September 23, 2015, by and between the McDonald Local School District and Robert A. Rostan. (See Exhibit A)

I move to approve the above referenced resolution.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Dugan, Harvey, Klase
Nays: None
President declared motion carried

September 23, 2015

Page 4

5914

Res. 15-278 Adjournment

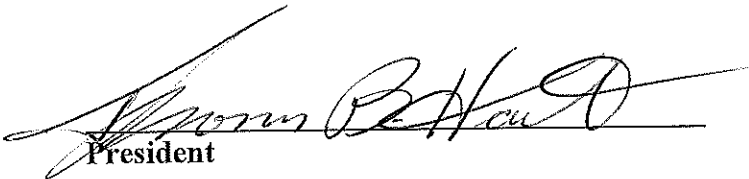
Mrs. Harvey moved and Mrs. Klase seconded to adjourn the Special Meeting at 7:25 p.m.

Yeas: Harvey, Klase, Dugan, Saganich, Hart

Nays: None

President declared motion carried

ATTEST:



President



Treasurer

CONTRACT FOR THE EMPLOYMENT OF THE SUPERINTENDENT OF THE MCDONALD LOCAL SCHOOL DISTRICT

This Contract (this "Contract") is entered into on this 23rd day of September, 2015, by and between the Board of Education (hereinafter called the "Board") of the McDonald Local School District (hereinafter called the "District") and Robert A. Rostan (hereinafter called the "Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows:

1. Term of Contract

The Board, in accordance with its action found in the minutes of its meeting held on September 23, 2015, hereby employs, and the Superintendent hereby accepts employment, according to Ohio Revised Code ("O.R.C.") Section 3319.01, as Superintendent of the District for a term commencing on October 1, 2015, and ending on July 31, 2016, unless sooner terminated as provided herein.

2. Days to be Worked

- a. The Superintendent's annual salary is based upon one hundred twenty-five (125) days during the term of this Contract, which shall consist exclusively of work days. The Superintendent shall devote his full time and energies to the duties specified herein. These duties shall generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours, for which he shall not receive additional compensation.
- b. A work day shall consist of eight (8) hours on days identified as a work day by the adopted school calendar in which the Superintendent is performing duties on behalf of the District within the District or in attendance at out-of-district meetings and workshops.
- c. Four (4) hours shall be considered a one-half ($\frac{1}{2}$) work day. Except with permission of the Board President, work days must be accumulated in minimum four (4) hour segments. Any hours worked beyond eight (8) on a designated work day, including scheduled meetings of the Board, will not count toward hours worked on a subsequent day with the exception of two (2) Parent/Teacher conference nights.
- d. The Superintendent shall submit to the Board his monthly work schedule no later than the fifth day of each month. Any revisions to the schedule as submitted must be approved by the Board President. All members of the Board are encouraged to express opinions or concerns regarding the work schedule.

3. **Professional Certificate/License**

The Superintendent shall maintain and furnish to the Board evidence of his maintaining, throughout the term of this Contract, a valid and appropriate certificate/license to act as Superintendent of Schools of the District in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Superintendent to maintain such credentials.

4. **Duties**

The Superintendent shall perform his duties pursuant to and in accordance with the provisions and authority contained in O.R.C. Section 3319.01 and the policies, directives, rules and regulations of the Board as the same shall be in effect from time to time (collectively, the "Board Policy"). The Superintendent shall also perform the duties specified in the Job Description for Superintendent as adopted by the Board and as such job description may be amended from time to time during the term of this Contract. Such job description and the Board Policy are hereby incorporated in this Contract by reference as if fully set forth herein. Any amendments to such job description and/or the Board Policy will also be deemed incorporated herein by reference at the time either one of them becomes effective.

5. **Compensation**

- a. The Board shall pay the Superintendent at an annual rate of Fifty Thousand and No/100 Dollars (\$50,000.00), pro-rated if necessary based upon the actual number of days in the term of this Contract. The salary of the Superintendent shall be paid in accordance with the payroll schedule managed by the Treasurer of the District, with all appropriate withholdings. The Superintendent's per diem rate shall be calculated by dividing his total annual compensation by one hundred twenty-five (125) work days for the term of this Contract. The Board may increase the salary of the Superintendent during the term of this Contract, but in no event shall the Superintendent's salary be reduced, unless such reduction is a part of a uniform plan affecting salaries of all employees of the District. If any adjustment in salary is made during the term of this Contract, all other provisions herein shall remain in full force and effect.
- b. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein and such adjustment or modification shall not be construed as a new contract or as any extension of the term of employment.
- c. The parties acknowledge that the Superintendent is a State Teachers Retirement System ("STRS") retiree. The Board shall pay the employer's share of STRS contributions as required by law. In addition, as additional compensation, the Board shall "pick up" (pay directly) the employee's share of the Superintendent's

total retirement contribution each year to STRS on behalf of the Superintendent. During the term of this Contract, this pick-up shall be a condition of the Superintendent's employment in the 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 the Superintendent's compensation for the purpose of calculation of retirement benefits.

6. Other Compensation

The Board shall provide the Superintendent with the same fringe benefits provided to other certificated/licensed employees of the District, except as specifically provided herein. Those benefits shall include, but are not limited to:

- a. Sick Leave – The Superintendent shall be entitled to the use of sick leave in accordance with O.R.C. Section 3319.141. Sick leave shall accumulate at the rate of fifteen (15) days per year.
- b. Insurance – The Board shall offer all health, dental, or other insurance benefits to the same extent as being provided to licensed staff members at the time this Contract is entered into (family plan); provided, however, that the Board reserves the right to change carriers or its method of insurance during the term of this Contract, as long as there is a substantial equivalency of coverage before and after such change. The cost of the premiums would be split between the Board and the Superintendent as follows:

Medical/Prescription Coverage: Board Share 100%, Superintendent Share 0%
Dental Insurance: Board Share 100%, Superintendent Share 0%
Vision Insurance: Board Share 100%, Superintendent Share 0%

In addition, the Board shall provide and pay the full premium for a group life insurance policy in the amount of \$50,000.00, payable to the beneficiary designated by the Superintendent.

- c. Leaves, Holidays and Non-Contracted Work Days – The Superintendent shall be required to work the total number of days provided in this Contract. The Superintendent shall not be granted any disability leave, unpaid leaves, and other types of leave as provided to other certificated/licensed employees of the District, except to the extent otherwise required by law. Except for sick days or as otherwise required by law, any days taken off for holidays or non-work days shall not be paid.
- d. Professional Dues – The Board shall pay for the Superintendent's full membership in the Buckeye Association of School Administrators, The American Association of School Administrators and the Ohio School Board Association.
- e. Expenses – Except to the extent otherwise expressly provided in this Contract, the Board shall reimburse the Superintendent for all actual and necessary travel and

other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law and the Board Policy, or as otherwise expressly approved by the Board. Reimbursement for use of the Superintendent's personal automobile for Board business shall be at the IRS approved rate upon monthly statements signed by the Superintendent and submitted to the Treasurer of the District.

- f. Mobile Communications Allowance – The Superintendent shall be accessible by cellular phone day and night, seven (7) days a week, during the course of his employment in order to perform his assigned duties, and specifically to be available to address and respond to emergencies and other exigencies that arise off school grounds and/or outside the normal school day. The Superintendent agrees, as a condition of his employment, to maintain at his own expense a cellular phone capable of facilitating District communication. The Board will reimburse the Superintendent for his professional use of the his cellular phone in an amount equal to Twenty-Five and No/100 Dollars (\$25.00) per month. The Superintendent will provide the District with the telephone number of this cellular phone at all times while actively employed by the District, and understands that the number may be published as deemed necessary by the District. Such cellular phone shall be used in accordance with Board policies governing the protection of confidential information, the maintenance of public records, and employee safety.
- g. Severance – The District shall not offer or pay any severance to the Superintendent upon leaving the District for any reason.

7. Evaluation

The Superintendent shall be evaluated annually in accordance with the Evaluation of the Superintendent procedures adopted by the Board pursuant to O.R.C. Section 3319.01. This evaluation may be considered by the Board in deciding whether to renew this Contract. Nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or nonrenewal of this Contract. The establishment of such an evaluation procedure shall not create an expectancy of continued employment as stated in O.R.C. Section 3319.01.

8. Professional Liability

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from and against any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the Board, provided the incident occurred while the Superintendent was acting within the scope of his employment and in the good faith belief that such conduct was lawful and in the best interest of the District. Criminal legal proceedings are expressly excluded from such indemnification. The Board shall provide liability insurance to cover legal damage and/or injury to persons or property resulting from any acts or omissions in the Superintendent's official capacity or resulting solely out of his employment as

Superintendent. This section shall not, however, apply to any dispute between the Superintendent and the Board.

9. Medical Examination

Upon the request of the Board, the Superintendent shall submit, from time to time, to a comprehensive medical examination to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the medical examination report states that the Superintendent is physically or mentally incompetent to such an extent as to make the Superintendent unable to perform any or all of the duties of Superintendent and such incompetency will, with reasonable medical certainty, continue at least through the end of the term of this Contract, the Board may, at its option, terminate this Contract whereupon the respective duties, rights, and obligations hereof shall terminate, subject to the Superintendent's right to use accumulated sick leave during the term of the disability. Refusal by the Superintendent to submit to medical examination shall be deemed to be an acknowledgment that the Superintendent is permanently unable to perform the duties of the position, in which event, the Board, at its option, may terminate this Contract.

10. Contract Renewal or Non-Renewal

The renewal or non-renewal of this Contract shall be governed by and in accordance with O.R.C. Section 3319.01.

11. Contract Termination

This Contract may be terminated:

- a. By mutual agreement of the parties;
- b. Upon the retirement, disability, or death of the Superintendent;
- c. For the reasons and in accordance with the procedures set forth in Ohio Revised Code Section 3319.16; or
- d. In accordance with the provisions for termination found in Section 3 or Section 9 of this Contract.

12. STRS Obligations

The Superintendent acknowledges that he has been notified of his duties and obligations under chapter 3307 of the Ohio Revised Code, relating to STRS, and agrees to accept his duties and obligations thereunder.

13. Savings Clause

If any portion of this Contract is deemed to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

14. Complete Contract

This document 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. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

MCDONALD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

Approved September 23, 2015

By: Robert A. Rostan
Robert A. Rostan, Superintendent

By: [Signature]
Board President

By: [Signature]
Treasurer