



Auburn Vocational School District BOARD OF EDUCATION

Minutes of March 21, 2017 Special Board Meeting

The March 21, 2017 special board meeting of the Auburn Vocational School District was called to order by Mr. Walter at 7:00 p.m.

Upon roll call, the following members were present:

Mrs. Brush	Mr. Kent	Mr. Miller	Mr. Walter
Dr. Culotta	Mr. Klima	Mr. Sedivy	Mrs. Wheeler
Mrs. Javins	Dr. Kolkowski	Mr. Stefanko	

Administrators: Brian Bontempo, Sherry Williamson, Jeff Slavkovsky, Dee Stark, and Victoria Bryant

048-17 Approve Agenda

A motion was made by Dr. Kolkowski and seconded by Mr. Kent to approve the March 21, 2017 agenda.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

049-17 Executive Session

A motion was made by Dr. Kolkowski and seconded by Mr. Sedivy to enter into executive session at 7:02 p.m. for the following purpose:

- Pursuant to Ohio Revised Code Section 121.22(G) (1), I hereby recommend that the Board make a motion to adjourn to executive session for the purpose of (1) the employment of a public employee, (2) the employment of a public employee. Upon the conclusion of these executive sessions, the Board President will gavel the Board back into open session at this location. All matters discussed in executive sessions 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: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

Return to public session at 8:02 p.m.

050-17 Approve Transition Agreement

A motion was made by Mr. Sedivy and seconded by Mrs. Brush to approve the "Transition Agreement," a copy of which is attached hereto and incorporated herein, for the period commencing March 22, 2017, and ending July 31, 2017. Pursuant to the Transition Agreement, Margaret T. Lynch and the Auburn Joint Vocational School District Board of Education hereby mutually agree that, in order to provide for a smooth transition of a new superintendent and administrative team, Ms. Lynch shall hereby be transferred to an R.C. 3319.02 administrator contract and assigned to the administrative position of Consultant, for the period commencing March 22, 2017, and ending July 31, 2017, and pursuant to the terms and conditions of the Transition Agreement. The Auburn Joint Vocational School District Board of Education further accepts Ms. Lynch's resignation from any or all employment with the Auburn Joint Vocational School District Board of Education ending July 31, 2017.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

051-17 Inter-District Agreement

A motion was made by Dr. Kolkowski and seconded by Mr. Kent to approve the "Inter-District Cooperative Superintendent Services Cost Sharing Agreement," a copy of which is attached hereto and incorporated herein, for the period commencing March 22, 2017, and ending July 31, 2020, and which was previously adopted by the Lake County Educational Service Center Governing Board at the March 21, 2017 special meeting of the Lake County Educational Service Center Governing Board.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

052-17 Adjourn

A motion was made by Mr. Miller and seconded by Mrs. Wheeler to adjourn the meeting at 8:06 p.m.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed



Treasurer



Board President

Treasurers Note: The meeting was audio taped and a copy of the tape may be obtained by contacting the Treasurer during the course of normal business hours.

TRANSITION AGREEMENT

This Transition Agreement ("Agreement") is entered into between Margaret T. Lynch ("Lynch") and the Auburn Joint Vocational School District Board of Education ("Board") who mutually agree as follows:

1. Lynch and the Board are currently the parties to an R.C. 3319.01 superintendent contract ("Employment Contract") for a period commencing on August 1, 2014, and ending on July 31, 2017. *See* Employment Contract at Paragraph 1 (outlining the same), a copy of which is attached hereto and incorporated herein.

2. On October 5, 2016, Lynch submitted her irrevocable resignation from any and all employment with the Board effective July 31, 2017. On October 11, 2016, the Board accepted Lynch's irrevocable resignation from any and all employment with the Board effective July 31, 2017. While nothing in either Lynch's October 5, 2016 irrevocable resignation or the Board's October 11, 2016 acceptance of the same requires Lynch to actually retire under the State Teachers Retirement System of Ohio ("STRS"), both Lynch and the Board agree that it is Lynch's intent to retire under STRS upon expiration of the Employment Contract. In any event, regardless of whether Lynch actually retires under STRS, any and all employment between Lynch and the Board shall irrevocably end effective July 31, 2017.

3. Pursuant to R.C. 3319.01, Lynch and the Board mutually agree that, in order to provide for a smooth transition of a new Superintendent and administrative team, Lynch shall be transferred to an R.C. 3319.02 administrator contract and assigned to the administrative position of Consultant the day after the Board adopts this Agreement. As a result of this transfer and assignment, Lynch shall no longer have the duties as Superintendent as outlined in Paragraph 3 of the Employment Contract and, by entering into this Agreement, Lynch hereby irrevocably resigns from her R.C. 3319.02 administrator contract position, as well any and all other employment positions between Lynch and the Board, effective July 31, 2017.

4. Because Lynch has irrevocably resigned from any and all employment with the Board effective July 31, 2017, Lynch and the Board mutually agree that Lynch shall not be evaluated by the Board under either R.C. 3319.01, R.C. 3319.02, R.C. 3319.081, R.C. 3319.11, R.C. 3319.111, board policies, administrative guidelines, or any other applicable laws or regulations beyond the date the Board adopts this Agreement. In consideration of the Board accepting Lynch's irrevocable resignation effective July 31, 2017, and agreeing to not further evaluate Lynch beyond the date the Board adopts this Agreement, Lynch hereby knowingly and irrevocably waives any right that Lynch may have to reemployment under R.C. 3319.01, R.C. 3319.02(D), R.C. 3319.081, R.C. 3319.11, R.C.

3319.111, board policies, administrative guidelines, or any other applicable laws or regulations. Likewise, in consideration of the Board accepting Lynch's irrevocable resignation effective July 31, 2017, and agreeing to not further evaluate Lynch beyond the date the Board adopts this Agreement, Lynch hereby knowingly and irrevocably waives any right that Lynch may have to reemployment under a superintendent contract, administrator contract, continuing teaching contract, or nonteaching contract under R.C. 3319.01, R.C. 3319.02(C), R.C. 3319.081, R.C. 3319.11, R.C. 3319.111, board policies, administrative guidelines, or any other applicable laws or regulations.

5. This Agreement does not change Paragraph 1 (term of contract), Paragraph 2 (professional certification), Paragraphs 4 and 5 (compensation and other compensation), Paragraph 7 (vacation and holidays), Paragraph 8 (sick leave/severance), Paragraph 12 (liability insurance), Paragraph 13 (contract termination), Paragraph 14 (indemnification), Paragraph 15 (STRS obligations), Paragraph 16 (complete agreement), and Paragraph 17 (savings clause) of the Employment Contract and Lynch shall be entitled to all of the same as a Consultant and the words "Superintendent" and "Consultant" shall be used interchangeably and Lynch must retain a valid high school principal and superintendent license.

6. Upon adoption of this Agreement by the Board, the current provisions of Paragraph 3 (duties) of the Employment Contract shall be void. Lynch is still subject to the same laws, rules and regulations she was subject to as Superintendent, to the extent applicable. **Nothing in this Agreement shall be construed as superseding any due process right Lynch has under the law with respect to reporting Lynch, disciplining Lynch, or terminating the employment of Lynch – whether in either her R.C. 3319.01 superintendent contract position or her R.C. 3319.02 administrator contract position – from August 1, 2014, through July 31, 2017.** Upon adoption of this Agreement by the Board, the current provisions of Paragraph 6 (work schedule) of the Employment Contract shall be void with the exception that, while Lynch may provide consulting and other services to other entities or individuals during the term of this Agreement, Lynch shall be available for telephonic or electronic consultation services to the Board during regular business hours as determined by the Board, upon reasonable prior written notice; Lynch shall not be required to report to any of the offices of the Board; and Lynch shall not be required to maintain her own private office. Lynch is still subject to the same laws, rules and regulations she was subject to as a Superintendent, to the extent applicable, and entitled to the same due process rights she was entitled to, to the extent applicable. Upon adoption of this Agreement by the Board, the current provisions of Paragraph 10 (expenses)

and Paragraph 11 (medical examination) of the Employment Contract shall be void.

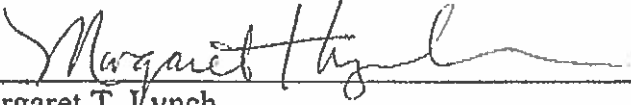
7. By entering into this Agreement, neither Lynch nor the Board are admitting to any wrongdoing. It is further agreed that Lynch's irrevocable resignation of her R.C. 3319.01 superintendent contract position and R.C. 3319.02 administrator contract position, as well any and all other employment positions between Lynch and the Board, effective July 31, 2017, is not the cause of any investigation or known acts that would constitute an act unbecoming the profession and/or constitute good and just cause for discipline or termination under the Licensure Code of Professional Conduct for Ohio Educators, R.C. 3319.01, R.C. 3319.02, R.C. 3319.081, R.C. 3319.16, R.C. 3319.31, R.C. 3319.39, board policies, administrative guidelines, or any other applicable laws or regulations at the time the Board adopted this Agreement.

8. This Agreement may be executed in multiple counterparts and a facsimile or electronic version of this Agreement containing signatures of the parties hereto shall constitute an original document for all purposes.

WHEREFORE, Lynch and the Board, by their hand or through their designated representatives, have indicated their acceptance of the foregoing terms by affixing their signatures below.

This Agreement has been entered into following opportunity for and/or full discussion, disclosure, and consultation with legal counsel. As a result of a full understanding of the contents of this Agreement, each of the undersigned voluntarily and without duress enters this Agreement.

FOR MARGARET T. LYNCH:


Margaret T. Lynch
3/16/17
Date

FOR THE AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Erik L. Walter, In His Official Capacity as President Only
Date

Sherry Williamson, In Her Official Capacity as Treasurer Only
Date

AUTHORIZED PURSUANT TO BOARD RESOLUTION NO. _____ *

* This Agreement has no binding legal effect absent the approval of the Board.

SUPERINTENDENT'S CONTRACT

This employment contract is entered into this 3rd day of September, 2013 by and between the Board of Education of the Auburn Career Center, hereinafter called the Board, and Margaret T. Lynch, hereinafter called the Superintendent. The Board and the Superintendent, for consideration herein specified, agree as follows:

1. TERM OF CONTRACT

The Board, in accordance with its action as found in the minutes held on the 3rd day of September, 2013, hereby employs, and the Superintendent hereby accepts employment as Superintendent of Schools for a period commencing on the 1st day of August, 2014 and ending on the 31st day of July, 2017.

2. PROFESSIONAL CERTIFICATION

The Superintendent shall maintain and furnish to the Board evidence of her maintaining a valid and appropriate certificate, throughout the life of this contract, to act as Superintendent of Schools of this district in accordance with the laws of the State of Ohio. This contract is subject to the continued proper certification of the Superintendent.

3. DUTIES OF SUPERINTENDENT

- a. The Superintendent shall perform all duties as prescribed by law and as are consistent with Board policy.
- 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 the contract. Such Job Description, as so amended, is hereby incorporated into this contract by reference as if fully reinstated herein.

4. COMPENSATION

The Board shall pay the Superintendent no less than one hundred fifteen thousand, five hundred seventy seven dollars and 33 cents (\$115,577.33) for the period August 1, 2014 and ending July 31, 2015. However, the Superintendent and Board will meet to discuss her compensation for August 1, 2014 through July 31, 2015 prior to August 1, 2014. From August 1, 2014 through July 31, 2015 and each year thereafter, the Superintendent's salary will be a negotiated performance increase based on the achievement of goals established by the Board and the Superintendent. Said amounts are to be paid in equal installments in accordance with Board Policy. The Board may increase the salary of the Superintendent during the term of the contract, but in no event shall the Superintendent's salary be reduced, except as provided by law.

- a. It is understood between the parties that salary increments shall be considered annually following evaluation of the Superintendent by the Board. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to 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 unless expressly provided by the Board.
- b. Upon request of the Superintendent, the Board shall withhold and transfer a portion of the Superintendent's salary to a tax deferred annuity program of the Superintendent's choosing.

5. OTHER COMPENSATION

- a. The Board shall provide the Superintendent with all benefits applicable to other district certificated and classified school employees. The Superintendent shall receive coverage under the District's health, dental, and vision insurance plans with the percentage of the premiums to be paid by the Board to be determined by the Board. However, in no event shall the Superintendent pay a higher percentage of the premium than paid by the teaching staff.
- b. The Board shall provide the Superintendent with a \$200,000 life insurance policy that may be converted upon retirement.
- c. The Board will assume and pay to the State Teachers Retirement System (STRS) on behalf of the Superintendent, all contributions otherwise payable by the Superintendent, without reduction in her gross salary. In addition, as additional compensation, the Board will assume and pay to the State Teachers Retirement System, on behalf of the Superintendent, contributions otherwise payable by the Superintendent on the contributions, i.e., the Board will pay the "pick-up on the pick-up." The Board shall report all retirement computation of her final average salary and shall include such additional compensation for purposes of severance pay. 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 her option.

6. WORK SCHEDULE

The Superintendent shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of her position will require the Superintendent to work during times other than normal business hours.

The Superintendent shall be entitled to use three (3) personal days each year of this contract. Unused days shall not carry over.

7. VACATION AND HOLIDAYS

- a. The Superintendent is entitled to the legal holidays specified in the Board approved calendar.
- b. The Superintendent shall be granted twenty (20) vacation days with pay each year the contract is in effect. The Superintendent shall be entitled to carry over a maximum of ten (10) total days from the previous two (2) years for a maximum accumulation of thirty (30) vacation days. The Superintendent shall be paid for any accumulated but unused vacation days at the daily rate at the time of separation (see Paragraph 8 for daily rate). In the event of her death, such shall be paid to the estate in accordance with Section 2113.04 of the Ohio Revised Code. The Superintendent may convert up to ten (10) days of vacation time for cash annually at the daily rate at which the vacation time was earned. The Superintendent shall be permitted to use her paid vacation days for the purpose of consultations, speaking engagements, or other similar professional services and any fees or compensation received by her for such services shall remain her sole property.

8. SICK LEAVE/SEVERANCE

The Superintendent shall be entitled to the use of and accumulation of sick leave in accordance with Ohio law and Board policy, except as set forth below.

The Superintendent shall be entitled to accumulate up to three hundred (300) days of sick leave at the rate of one and one-quarter (1.25) sick leave days per month.

If the Superintendent qualifies and accepts retirement benefits under STRS, or in the event of her death while employed by the District, and has been employed in any capacity in the district for at least ten (10) years, she shall qualify for a one-time severance payment. The maximum severance payment shall be twenty-five percent (25%) of three hundred (300) days or seventy-five (75) days times the calculated daily rate. (Daily rate of pay shall be calculated on the basis of base salary set forth in Paragraph 4 divided by 240 days.)

9. PROFESSIONAL GROWTH/ORGANIZATIONS

The Superintendent shall be encouraged to attend those professional meetings as stated in Superintendent's job description. The actual and necessary expenses of said attendance will be paid by the District in accordance with Board Policy. The Board shall pay the Superintendent's annual membership fees in the Buckeye Association of School Administrators (BASA), the American Association of School Administrators (AASA), or any other organization that may be approved by the Board.

10. 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.

11. MEDICAL EXAMINATION

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 incompetence of the Superintendent shall be filed with the Treasurer of the Board, and shall be treated as confidential information. The cost of said medical examination shall be borne by the Board and will be scheduled with Cleveland Clinic CEO physical examination annually.

12. LIABILITY INSURANCE

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

13. CONTRACT TERMINATION

This employment contract may be terminated by:

- a. mutual agreement of the parties
- b. retirement, disability, or death of the Superintendent
- c. for the reasons and in accordance with the procedures set forth in O.R.C. §3319.16.

14. INDEMNIFICATION

The Board agrees to 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, or in her official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation.

In addition, on a case-by-case basis, the Board may determine to indemnify, defend and hold harmless the Superintendent against civil demands, claims, suits and legal proceedings and any criminal proceedings, subject to the limitations of O.R.C. Section 3313.203(B).

This section shall not apply to disputes between the Superintendent and the Board.

15. STRS OBLIGATIONS


The Superintendent agrees that she has been notified of and accepts her duties and obligations under Sections 3307.01 to 3307.72 of the Ohio Revised Code, relating to the State Teachers' Retirement System (STRS).

16. COMPLETE AGREEMENT

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.

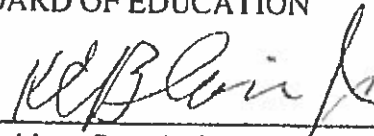
17. SAVINGS CLAUSE

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



Superintendent

AUBURN CAREER CENTER
BOARD OF EDUCATION



President, Board of Education



Treasurer, Board of Education

INTER-DISTRICT COOPERATIVE SUPERINTENDENT SERVICES COST SHARING AGREEMENT

(SUPERINTENDENT SERVICES)

This Agreement is entered into on the 21st day of March 2017, by and between the Auburn Joint Vocational School District Board of Education ("Career Center"), Dr. Brian Bontempo ("Dr. Bontempo"), and the Lake County Educational Service Center Governing Board ("ESC") (collectively, "Parties").

WHEREAS, given the unique institutional relationship existing between the Career Center and the ESC, the desire of each entity to engage in cost sharing opportunities; and

WHEREAS, the ESC formally employed Dr. Bontempo as Superintendent pursuant to R.C. 3319.01 for a period commencing August 1, 2016, and ending July 31, 2021; and

WHEREAS, in furtherance of their mutual interest toward the enhancement of operational efficiencies and cost saving for both public educational organizations, the Parties have agreed to pursue a superintendent cost sharing agreement to facilitate the dual appointment of Dr. Bontempo as (1) Superintendent pursuant to R.C. 3319.01 for the period commencing August 1, 2016, and ending July 31, 2021, **for the ESC** and (2) Superintendent pursuant to R.C. 3319.01 for the period commencing March 22, 2017, and ending July 31, 2020, **for the Career Center**.

It is **THEREFORE** the agreement of the Parties as follows:

1. **R.C. 3319.01 ESC Superintendent Appointment and Employment:** At all times relevant hereto, Dr. Bontempo shall remain appointed and employed as the Superintendent **for the ESC** under R.C. 3319.01 with full authority and responsibilities as set forth under law; ESC governing board policies as may be amended from time to time; ESC administrative guidelines as may be amended from time to time; any and all applicable ESC job description(s) as may be amended from time to time; the June 30, 2015 *Contract for Employment of Superintendent* for the period commencing August 1, 2016, and ending July 31, 2021, as may be amended from time to time ("Superintendent Contract"), a copy of which is attached hereto and incorporated herein; and the March 21, 2017 *Supplemental and Amended Contract for the Dual Employment of ESC and Career Center Superintendent* for the period commencing March 22, 2017, and ending July 31, 2020, as may be amended from time to time ("Supplemental Superintendent Contract"), a copy of which is attached hereto and incorporated herein.
2. **R.C. 3319.01 Career Center Superintendent Appointment and Employment:** For the period commencing March 22, 2017, and ending July 31, 2020, Dr. Bontempo shall also be appointed and employed as the Superintendent **for the**

Inter-District Cooperative Superintendent Services Cost Sharing Agreement

Career Center under R.C. 3319.01 by virtue of (1) this *Inter-District Cooperative Superintendent Services Cost Sharing Agreement* ("Agreement"), (2) the Superintendent Contract, and (3) the Supplemental Superintendent Contract with full authority and responsibilities as set forth under law, Career Center board policies as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, this Agreement as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and the Supplemental Superintendent Contract as may be amended from time to time.

3. **Career Center Pays ESC:** In exchange for the services of Dr. Bontempo to serve as Superintendent for the Career Center through this Agreement, the Career Center shall pay to the ESC an amount equal to 50% of his total employee costs, as determined by the terms and conditions of the Superintendent Contract as may be amended from time to time and the Supplemental Superintendent Contract as may be amended from time to time on a pro-rated and annual salary basis as applicable. **For the period commencing March 22, 2017, and ending July 31, 2017;** Dr. Bontempo shall be paid both (1) the **pro-rated** annual base salary amount of \$133,139.00 as set forth in Article VIII of the Superintendent Contract and (2) the **pro-rated** annual base salary of \$20,000.00 as set forth in Paragraph 8(a) of the Supplemental Superintendent Contract. **For the period commencing August 1, 2017, and ending July 31, 2020;** Dr. Bontempo shall be paid both (1) the annual base salary amount as set forth in Article VIII of the Superintendent Contract and (2) the annual base salary amount as set forth in Paragraph 8(b) and (c) of the Supplemental Superintendent Contract. Dr. Bontempo shall also receive additional benefits as defined in the Superintendent Contract and the Supplemental Superintendent Contract, and the Career Center shall also pay to the ESC the amount equaling 1/2 of the total cost of these benefits, including, but not limited to, severance, retirement, annuity, life insurance, tuition, cell phones, professional development, meal and mileage directly related to the Career Center duties, and 1/2 of the annual premium for any superintendent bond mandated by law. This cost also includes annual mutually agreeable costs related to the Career Center. The ESC agrees to consult with and review the compensation package for Dr. Bontempo with the Career Center before any changes are made.
4. **Dispatch Dual Positions Duties:** Dr. Bontempo agrees to dispatch the duties of his dual position to the fullest on behalf of both the Career Center and the ESC, and shall devote such time and energy as is necessary to meet the superintendent obligations and responsibilities for both the Career Center and the ESC as set forth under law, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and

all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and the Supplemental Superintendent Contract as may be amended from time to time.

5. [INTENTIONALLY LEFT BLANK]

6. **Termination**

a. **Automatic Termination**

- i. **By Term:** This Agreement shall automatically terminate on July 31, 2020, at 11:59 p.m., without any prior notice – written or otherwise – and shall be null and void. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that nothing under law, R.C. 3319.01, R.C. 3319.16, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and/or the Supplemental Superintendent Contract as may be amended from time to time shall ever extend this Agreement beyond July 31, 2020, at 11:59 p.m.
- ii. **By Joint Agreement:** This Agreement may terminate prior to July 31, 2020, at 11:59 p.m., by joint agreement, in writing, of the ESC, Career Center, and Dr. Bontempo upon which time this Agreement shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- iii. **By Dr. Bontempo:** This Agreement shall automatically terminate upon the last date of Dr. Bontempo's employment with the ESC and shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The ESC, Career Center, and Dr. Bontempo shall provide reasonable written notice to the Parties of the anticipated last date of Dr. Bontempo's employment with the ESC as soon as practicable.

b. **Without Good and Just Cause**

- i. **By ESC:** The ESC may unilaterally terminate this Agreement without good and just cause by passing an ESC resolution to terminate this Agreement and issuing the Career Center with 90 calendar day written notice of the ESC's intent to terminate this Agreement. The ESC's written notice shall be served upon the Career Center Treasurer. After expiration of the 90 calendar day written notice, this Agreement shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- ii. **By Career Center:** The Career Center may unilaterally terminate this Agreement without good and just cause by passing a Career Center resolution to terminate this Agreement and issuing the ESC with written notice of the Career Center's intent to terminate this Agreement. The Career Center's written notice shall be served upon the ESC Treasurer. Should the Career Center's termination of this Agreement occur prior to July 31, 2020, at 11:59 p.m., the Career Center shall be responsible for the entirety of the **Supplemental Superintendent Contract only** for the remainder of this Agreement. This Agreement shall then be null and void on July 31, 2020, at 11:59 p.m.

c. **For Good and Just Cause**

- i. **By ESC:** Should the ESC terminate the employment of Dr. Bontempo for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines; this Agreement shall be null and void upon said termination, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- ii. **By Career Center:**
 - a) Should the Career Center – by adopting a resolution and serving the ESC Treasurer with five (5) calendar days written notice of the resolution – determine that the employment of Dr. Bontempo should be terminated for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines **and the ESC agrees**; then the ESC shall immediately proceed, **at the ESC's sole cost**, to terminate the employment of Dr. Bontempo for good and just cause

in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines and this Agreement shall be null and void upon said termination, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The Career Center's resolution demanding that the ESC terminate Dr. Bontempo's employment must contain a "full specification of the grounds for such termination" demand as mandated in R.C. 3319.16.

- b) Should the Career Center – by adopting a resolution and serving the ESC Treasurer with five (5) calendar days written notice of the resolution – determine that the employment of Dr. Bontempo should be terminated for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines **and the ESC does not agree**, then this Agreement shall be null and void within ten (10) calendar days after the ESC Treasurer received the Career Center's written notice, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The Career Center's resolution demanding that the ESC terminate Dr. Bontempo's employment must contain a "full specification of the grounds for such termination" demand as mandated in R.C. 3319.16.
- 7. **Merger:** In the event of a merger between the ESC and one or more other educational service centers, it is expressly understood that the governing board of the educational service center created by the merger shall honor all contracts made by the former governing boards pursuant to R.C. 3311.053 or any applicable law, including this Agreement.
- 8. **Modification:** Modifications as to this Agreement shall be made in writing and only by the concurrence of all Parties hereto.
- 9. [INTENTIONALLY LEFT BLANK]
- 10. **Cooperation:** The Career Center and ESC agree to fully cooperate in the implementation of this Agreement to facilitate meeting the superintendent needs of each through the dual appointment of Dr. Bontempo as Superintendent for each entity.
- 11. [INTENTIONALLY LEFT BLANK]

12. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.
13. **Adopting Resolutions:** The Career Center and ESC agree to formally adopt this Agreement by respective resolutions.
14. **Complete Agreement:** This Agreement sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by all three Parties and pursuant to properly adopted resolutions of the Career Center and ESC.
15. **Savings Clause:** If any portion of this Agreement is deemed to be illegal due to conflict with state or federal law, the remainder of this Agreement shall remain in full force and effect.

**For the Auburn Joint Vocational School
District Board of Education:**

President, Board *
(In Official Capacity Only)

Treasurer, Board*
(In Official Capacity Only)

Authorized Per Resolution No. _____
*This Agreement has no legal effect absent
Board approval

For Dr. Brian Bontempo:

Dr. Brian Bontempo

**For the Lake County Educational Service
Center Governing Board:**

President, Governing Board*
(In Official Capacity Only)

Treasurer, Governing Board*
(In Official Capacity Only)

Authorized Per Resolution No. _____
*This Agreement has no legal effect absent
Governing Board approval

**AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Board 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 Board 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.

President, Board (In Official Capacity Only)

Treasurer, Board (In Official Capacity Only)

**LAKE COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Governing Board 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 Governing Board 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.

President, Governing Board (In Official Capacity Only)

Treasurer, Governing Board (In Official Capacity Only)

Inter-District Cooperative Superintendent Services Cost Sharing Agreement

**GOVERNING BOARD
OF THE
LAKE COUNTY EDUCATIONAL SERVICE CENTER**

CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT

THIS AGREEMENT is made and entered into by and between Brian Bontempo (hereafter "Dr. Bontempo" or "Superintendent") and the Governing Board of the Lake County Educational Service Center (hereafter "Governing Board"), Lake County, Ohio, pursuant to action taken by the Governing Board as found in the minutes of its public meeting held on the 30th day of June 2015.

WHEREAS, the Governing Board has determined it necessary to contract for the employment of a Superintendent pursuant to Section 3319.01, Ohio Revised Code, and has determined to appoint Dr. Bontempo to said position; and

WHEREAS, Dr. Bontempo represents that he is willing and able to accept said appointment and employment as Superintendent of the Lake County Educational Service Center.

NOW, THEREFORE, it is mutually agreed by and between and the Governing Board of the Lake County Educational Service Center as follows:

**ARTICLE I
TERMS OF APPOINTMENT; CERTIFICATION/LICENSURE**

Dr. Bontempo is employed pursuant to the provisions of Section 3319.01, Ohio Revised Code, to serve as Superintendent of the Lake County Educational Service Center for the period commencing August 1, 2016 and ending July 31, 2021.

Dr. Bontempo shall furnish throughout the life of this Agreement a valid and appropriate license/certificate to act as Superintendent of Schools in the State of Ohio. The continued certification/licensure of the Superintendent to act in the capacity of the Superintendent is expressly a condition precedent to the continuation of this Contract to its term.

**ARTICLE II
DUTIES; DIRECTION AND ASSIGNMENT OF STAFF**

Dr. Bontempo shall faithfully perform the duties of Superintendent as prescribed by the laws of the State of Ohio and by rules, regulations, and position description as adopted, or as

same may be amended by the Board, and shall devote his time, skills, labor, and attention to said employment during the term of this Agreement. He shall, as executive officer of the Board pursuant to Section 3319.01, Ohio Revised Code, carry out faithfully policies and directives of the Board.

Pursuant to Section 3319.01, Ohio Revised Code, Dr. Bontempo shall direct and assign teachers and other employees under his supervision. Subject to all provisions of law, he shall have discretion to organize, reorganize, and arrange the administrative and supervisory staff so as to best serve the interests of the Lake County Educational Service Center and to place and transfer personnel under his supervision. He shall be responsible for recommending to the Governing Board the employment of personnel to work under his supervision for the administration of instructional and non-instructional programs and operations. Criticisms, complaints, and suggestions concerning operations of the Educational Service Center received by the Governing Board shall be referred promptly to the Superintendent for study and recommendation.

ARTICLE III

DAYS OF SERVICE; VACATION, PERSONAL AND CONSULTING DAYS

The Superintendent's annual term of service shall be 260 days per contract year with 217 required work days. The per diem rate will be calculated by dividing the total compensation by 217 days.

The Superintendent shall be entitled to a one-time per diem rate payout under this contract, as calculated in paragraph 1 of this section, of up to 10 unused vacation and/or personal days to "zero-out" days remaining in his accounts under his previous contract.

ARTICLE IV

SICK LEAVE AND SEVERANCE

The Superintendent shall be entitled to sick leave as provided by Section 3319.141, Ohio Revised Code; and earned sick leave may be cumulative without limitation.

Upon retirement to STRS, the Board shall make a cash payment to the Superintendent at his per diem rate as calculated in Article III, paragraph 1, for one third (1/3) on all unused sick leave accumulated by the Superintendent to a maximum of one-hundred twenty (120) days. If the Superintendent should die during the term of this contract at a time when he would have otherwise been eligible for STRS retirement, the aforementioned severance payment will be made to the designated beneficiary of the Superintendent. For the purpose of Article IV of this

contract, Mrs. Lisa Bontempo, the Superintendent's wife, is the primary designated beneficiary and if she shall not survive him, his sons Garrett Thomas Bontempo and Michael Robert Bontempo are the secondary beneficiaries to share equally in this cash payment.

ARTICLE V HOLIDAYS

In general, the Superintendent shall not be required to work on, and shall receive his full salary for, all days designated as holidays on the school calendar, such days are not considered part of his 217 work days under Article III. Nevertheless, the parties recognize that exigent circumstances could potentially arise requiring the Superintendent to work on a holiday and, in that eventuality, the Superintendent will devote such time as is necessary.

ARTICLE VI LIABILITY INSURANCE

Liability Insurance for the Superintendent shall be provided by the Governing Board in accordance with the terms on which it is afforded to other administrators of the District.

ARTICLE VII AUTOMOBILE, MILEAGE AND OTHER EXPENSES

The Governing Board will compensate the Superintendent with a monthly transportation stipend of \$600 for all business travel. For business travel outside of Lake and Geauga Counties not incurred in commuting to work, the Governing Board will compensate the Superintendent at a rate of \$0.30 per mile.

The Superintendent shall be provided, during the term of this contract, with the use of a mobile phone to facilitate communication between the Superintendent and staff, to enhance timely response to emergent situations and to better utilize the time of the Superintendent while traveling or otherwise away from his office. The Superintendent will be not be billed for local and long distance calls of a personal nature made from this mobile phone, provided such calls do not result in additional charges beyond the usual and customary charges associated with the Superintendent's mobile service plan. The Board has determined this expenditure serves a public purpose given the accessibility required of the Superintendent. If, however, the personal calls result in excess charges, the Superintendent shall reimburse the excess cost to the Board. At the discretion of the Superintendent, said cell phone may be purchased in combination with a hand-held computer or "Blackberry" type device.

ARTICLE VIII
COMPENSATION; "FRINGE" BENEFITS

Effective August 1, 2016, the annual base salary of the Superintendent shall be \$133,139.00. The percentage of raise will increase each year effective August 1, 2017 by 2% unless ESC personnel receive above 2%, then the Superintendent will receive that higher percentage. Said annual salary may be increased by action of the Governing Board at any time as per Ohio Revised Code.

The Superintendent shall be afforded \$200,000 term life coverage, as well as hospitalization, major medical, vision, dental insurance, and other financial fringe benefits afforded to other administrative employees of the Governing Board. The Superintendent may access "in lieu" of payment in accordance with Board Policy for his waiver of health care coverage in any year of this contract.

The Superintendent shall also receive as compensation a Medicare pick-up of 1.45% of his base salary, and an additional 1% of his base salary to be used for the purchase of additional insurance covering himself such as Group Accident, Critical Illness, or similar products from Board approved providers at no further additional cost to the Governing Board.

ARTICLE IX
OTHER COMPENSATION

Teachers Retirement System (STRS) on behalf of the Superintendent, all contributions otherwise payable by the Superintendent, without reduction in his gross salary. In addition, as additional compensation, the Governing Board will assume and pay to the State Teachers Retirement System, on behalf of the Superintendent, contributions otherwise payable by the Superintendent on the contributions, i.e., the Governing Board will pay the "pick-up on the pick-up." The Governing Board shall report all retirement computation of his final average salary and shall include such additional compensation for purposes of severance pay.

In addition, at the request of the Superintendent and in accordance with applicable law, the Governing Board will withhold from his pay and transfer an amount to be determined by the Superintendent in a qualified tax-deferred annuity (403B) of his choosing.

Also, effective August 1, 2016, and each year thereafter, the Superintendent shall be eligible to receive a \$5,000 Board-paid annuity, subject to the discretion of the Governing Board. A written evaluation instrument, mutually agreed upon by the Superintendent and Governing Board President, shall be used in the Superintendent's annual evaluation procedure on or before June 30 of each year as set forth in Article XI below, which will help the Governing Board decide whether to pay the above annuity.

The Superintendent may choose to receive a cash payment in lieu of any annuity provided by the Governing Board. Such cash payment shall be equal to the cost of the annuity to the Governing Board minus all related employment costs including taxes and other costs related to such a payment.

ARTICLE X
MEMBERSHIP DUES AND LOCAL, STATE AND NATIONAL CONFERENCES

The Governing Board at their discretion shall pay the Superintendent's annual membership fees in any organizations that may be approved by the Governing Board. Attendance at appropriate professional meetings at the local and state level is encouraged and expenses for such meetings will be paid by the Governing Board.

ARTICLE XI
EVALUATION

The Governing Board will adopt procedures for evaluation of the Superintendent and shall evaluate the Superintendent in accordance with those procedures pursuant to Section 3319.01, Ohio Revised Code. The Governing Board and Superintendent shall meet in executive session no less than once every year, at times and dates specified by the Governing Board on or before June 30th, for the purpose of finalizing the evaluation of the performance of the Superintendent.

A written evaluation instrument, mutually agreed upon by the Superintendent and Governing Board President, shall be used in the annual evaluation procedure.

ARTICLE XII
RENEWAL OR NONRENEWAL

The Superintendent, at the expiration of his term of employment expiring July 31, 2021, will be deemed re-employed for a term of one year, ending July 31, 2022, at the same salary plus any increments that may be authorized by the Governing Board, unless the Governing Board, on or before the first day of March 2021, either re-employs the Superintendent for a succeeding term

or gives the Superintendent written notice of its intention not to re-employ him.

ARTICLE XIII
TERMINATION FOR CAUSE

This contract may be terminated pursuant to Section 3319.16, Ohio Revised Code.

ARTICLE XIV
INDEMNIFICATION

The Governing Board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Governing Board, provided the incident arose while the Superintendent was clearly acting within the scope of his employment and excluding criminal litigation.

In addition, on a case-by-case basis, the Governing Board may determine to indemnify, defend and hold harmless the Superintendent against civil demands, claims, suits and legal proceedings and any criminal proceedings, subject to the limitations of O.R.C. Section 3313.203(B).

This section shall not apply to disputes between the Superintendent and the Governing Board, including termination proceedings in accordance with Article XIII, above.

ARTICLE XV
ANNUAL PHYSICAL EXAMINATION

The Governing Board shall reimburse the Superintendent for the costs associated with an annual physical examination by the physician of his choice, up to \$300.

ARTICLE XVI
COMPLIANCE WITH LAW; BINDING NATURE

It is the purpose and intent of the parties hereto that the provisions of this Agreement shall fully conform to the Ohio Revised Code and all other provisions of law. Should any provision of this Agreement be determined by a court of competent jurisdiction to be in conflict with or in violation of law now or hereinafter in effect, such provision shall be inoperative, but all other provisions shall remain in effect for the life of this Agreement. This contract shall be

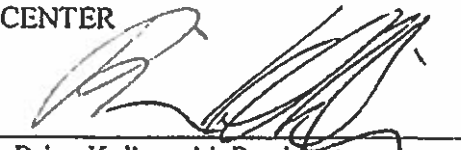
governed by the laws of the State of Ohio.

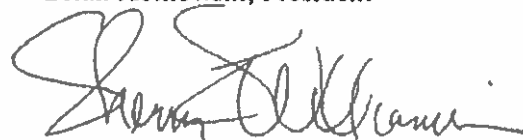
Except as limited by the foregoing, the Governing Board and Superintendent shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Governing Board and Superintendent.

IN WITNESS WHEREOF, the Governing Board, by its President and its Treasurer, having been first duly authorized, and Brian Bontempo have set their hand this 30 day of June, 2015.


Brian Bontempo

GOVERNING BOARD OF THE LAKE
COUNTY EDUCATIONAL SERVICE
CENTER


Brian Kolkowski, President


Sherry Williamson, Treasurer

GOVERNING BOARD OF THE
LAKE COUNTY EDUCATIONAL SERVICE CENTER

SUPPLEMENTAL AND AMENDED CONTRACT
FOR THE DUAL EMPLOYMENT OF ESC AND CAREER CENTER SUPERINTENDENT

This *Supplemental and Amended Contract for the Dual Employment of ESC and Career Center Superintendent* ("Supplemental Superintendent Contract") is entered into on the 21st day of March 2017, by and between Dr. Brian Bontempo ("Dr. Bontempo") and the Lake County Educational Service Center Governing Board ("ESC") (collectively, "Parties").

WHEREAS, on June 30, 2015, the ESC formally employed Dr. Bontempo as Superintendent pursuant a *Contract for Employment of Superintendent* ("Superintendent Contract"), a copy of which is attached hereto and incorporated herein; and

WHEREAS, on March 21, 2017, the Auburn Joint Vocational School District Board of Education ("Career Center"), Dr. Bontempo, and the ESC entered into an *Inter-District Cooperative Superintendent Services Cost Sharing Agreement* ("Agreement"), a copy of which is attached hereto and incorporated herein; and

WHEREAS, in furtherance of their mutual interest toward the enhancement of operational efficiencies and cost saving for both public educational organizations, the Parties have agreed to pursue a superintendent cost sharing agreement to facilitate the dual appointment of Dr. Bontempo as (1) Superintendent pursuant to R.C. 3319.01 for the period commencing August 1, 2016, and ending July 31, 2021, **for the ESC** and (2) Superintendent pursuant to R.C. 3319.01 for the period commencing March 22, 2017, and ending July 31, 2020, **for the Career Center**.

It is **THEREFORE** the agreement of the Parties as follows:

I. Article I of the Superintendent Contract

- a. Article I of the Superintendent Contract shall be amended to mandate that Dr. Bontempo shall also serve as Superintendent pursuant to R.C. 3319.01 for the period commencing March 22, 2017, and ending July 31, 2020, **for the Career Center**, in addition to the ESC Superintendent.
- b. Article I of the Superintendent Contract shall be amended to mandate that Dr. Bontempo shall also serve as Superintendent pursuant to R.C. 3319.01 for the period commencing March 22, 2017, and ending July 31, 2020, **for the ESC**, in addition to the Career Center Superintendent.
- c. Article I of the Superintendent Contract shall be amended to mandate that Dr. Bontempo shall have and maintain certification and licensure to serve as both the ESC Superintendent and Career Center Superintendent.

- d. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a transfer to any other position during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a transfer to any other position during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a transfer.
- e. Article I of the Superintendent Contract shall remain the same with respect to **terms of appointment and certification/licensure** unless specifically amended or stated to the contrary herein.

2. **Article II of the Superintendent Contract**

- a. Article II of the Superintendent Contract shall be amended to mandate that, for the period commencing March 22, 2017, and ending July 31, 2020, Dr. Bontempo shall also serve, by virtue of (1) the Agreement, (2) the Superintendent Contract, and (3) this Supplemental Superintendent Contract as the Superintendent **for the Career Center**, in addition to the ESC Superintendent, with full authority and responsibilities as set forth under law, Career Center board policies as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, the Agreement as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and this Supplemental Superintendent Contract as may be amended from time to time.
- b. Article II of the Superintendent Contract shall continue to mandate that, for the period commencing March 22, 2017, and ending July 31, 2020, Dr. Bontempo shall remain the Superintendent **for the ESC**, in addition to the Career Center Superintendent, with full authority and responsibilities as set forth under law, ESC governing board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and this Supplemental Superintendent Contract as may be amended from time to time.

- c. Article II of the Superintendent Contract shall be amended to mandate that, for the period commencing March 22, 2017, and ending July 31, 2020, Dr. Bontempo agrees to dispatch the duties of his dual position to the fullest on behalf of both the Career Center and the ESC, and shall devote such time and energy as is necessary to meet the superintendent obligations and responsibilities for both the Career Center and the ESC as set forth as set forth under law, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and this Supplemental Superintendent Contract as may be amended from time to time.
- d. Article II of the Superintendent Contract shall remain the same with respect to **duties, direction, and assignment of staff** unless specifically amended or stated to the contrary herein.
- e. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a transfer to any other position during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a transfer to any other position during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a transfer.

3. **Article III of the Superintendent Contract**

- a. Article III of the Superintendent Contract shall remain the same with respect to **days of service, vacation, personal, and consulting days** unless specifically amended or stated to the contrary herein.
- b. Article III, paragraph 1 of the Superintendent Contract shall be amended to also include the compensation set forth in Paragraph 8(a)-(c) of this Supplemental Superintendent Contract.

- c. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

4. **Article IV of the Superintendent Contract**

- a. Article IV of the Superintendent Contract shall remain the same with respect to **days of sick leave and severance** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

5. **Article V of the Superintendent Contract**

- a. Article V of the Superintendent Contract shall remain the same with respect to **holidays** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00

a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

6. **Article VI of the Superintendent Contract**

- a. Article VI of the Superintendent Contract shall remain the same with respect to **liability insurance** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

7. **Article VII of the Superintendent Contract**

- a. Article VII of the Superintendent Contract shall remain the same with respect to **automobile, mileage, and other expenses** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or

benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

8. Article VIII of the Superintendent Contract

- a. In consideration of Dr. Bontempo serving as the ESC and Career Center Superintendent for the period commencing **March 22, 2017, and ending July 31, 2017**, the ESC shall pay Dr. Bontempo the **pro-rated** annual base salary of \$20,000.00 with no percentage raise – regardless of any raises given to any other ESC personnel.
- b. In consideration of Dr. Bontempo serving as the ESC and Career Center Superintendent for the period commencing **August 1, 2017, and ending July 31, 2018**, the ESC shall pay Dr. Bontempo the annual base salary of \$20,000.00 with no percentage raise – regardless of any raises given to any other ESC personnel.
- c. In consideration of Dr. Bontempo serving as the ESC and Career Center Superintendent for the period commencing **August 1, 2018, and ending July 31, 2020**, the ESC shall pay Dr. Bontempo the annual base salary of \$20,000.00 with annual 2% raises starting August 1, 2018, unless ESC personnel receive above 2% then Dr. Bontempo will receive that higher percentage.
- d. Article VIII of the Superintendent Contract shall remain the same with respect to **compensation and “fringe benefits”** unless specifically amended or stated to the contrary herein.
- e. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a transfer to any other position during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a transfer to any other position during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a transfer.
- f. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only

the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

9. **Article IX of the Superintendent Contract**

- a. Article IX of the Superintendent Contract shall remain the same with respect to **other compensation** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a transfer to any other position during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a transfer to any other position during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a transfer.
- c. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

10. **Article X of the Superintendent Contract**

- a. Article X of the Superintendent Contract shall remain the same with respect to **membership dues and local, state, and national conferences** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

11. **Article XI of the Superintendent Contract**

- a. Article XI shall be amended to provide that Dr. Bontempo with evaluation as both the ESC Superintendent and Career Center Superintendent for the period commencing March 22, 2017, and ending July 31, 2020.
- b. Article XI of the Superintendent Contract shall remain the same with respect to **evaluations** unless specifically amended or stated to the contrary herein.

12. **Article XII of the Superintendent Contract**

- a. Article XII of the Superintendent Contract shall remain the same with respect to **renewal or nonrenewal** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a nonrenewal of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a nonrenewal of Dr. Bontempo's employment, Dr. Bontempo and the ESC

hereby mutually agree to such a nonrenewal.

13. **Article XIII of the Superintendent Contract**

- a. Article XIII shall be amended to provide that Dr. Bontempo's conduct as either the ESC Superintendent or the Career Center Superintendent during the period commencing March 22, 2017, and ending July 31, 2020, may serve as independent grounds for good and just cause for discipline up to and including termination.
- b. Article XIII of the Superintendent Contract shall remain the same with respect to **termination for good and just cause** unless specifically amended or stated to the contrary herein.

14. **Article XIV of the Superintendent Contract**

- a. Article XIV of the Superintendent Contract shall remain the same with respect to **indemnification** unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00 a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

15. **Article XV of the Superintendent Contract**

- a. Article XV of the Superintendent Contract shall remain the same with respect to **annual physical examination** expenses unless specifically amended or stated to the contrary herein.
- b. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that (1) this Supplemental Superintendent Contract ends on July 31, 2020, at 11:59 p.m.; (2) that only the Superintendent Contract shall apply to the employment relationship between Dr. Bontempo and the ESC commencing August 1, 2020, at 12:00

a.m.; (3) the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall not constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment; and (4) to the extent the ending of this Supplemental Superintendent Contract on July 31, 2020, at 11:59 p.m., shall constitute a decrease in any compensation or benefits during the term of Dr. Bontempo's employment, Dr. Bontempo and the ESC hereby mutually agree to such a decrease in any compensation or benefits.

16. **Article XVI of the Superintendent Contract**

- a. Article XVI of the Superintendent Contract shall remain the same with respect to **compliance with law and binding nature** unless specifically amended or stated to the contrary herein.
17. **Automatic Termination:** This Supplemental Superintendent Contract shall automatically terminate on July 31, 2020, at 11:59 p.m., without any prior notice – written or otherwise. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that nothing under law, R.C. 3319.01, R.C. 3319.16, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and/or this Supplemental Superintendent Contract as may be amended from time to time shall ever extend this Supplemental Superintendent Contract beyond July 31, 2020, at 11:59 p.m.
18. **Modification:** Modifications as to this Supplemental Superintendent Contract shall be made in writing and only by the concurrence of all Parties hereto.
19. **Cooperation:** The Parties agree to fully cooperate in the implementation of this Supplemental Superintendent Contract.
20. **Counterparts:** This Supplemental Superintendent Contract may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.
21. **Adopting Resolutions:** The ESC agrees to formally adopt this Supplemental Superintendent Contract by resolution.
22. **Complete Agreement:** This Supplemental Superintendent Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in

writing signed by the Parties and pursuant to a properly adopted resolution the ESC.

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

For Dr. Brian Bontempo:

**For the Lake County Educational
Service Center Governing Board:**

Dr. Brian Bontempo
Superintendent

President, Governing Board*
(In Official Capacity Only)

Authorized Pursuant to Governing Board Resolution No. _____

* This Agreement has no legal effect absent Governing Board approval

**LAKE COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Governing Board 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 Governing Board 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.

President, Governing Board (In Official Capacity Only)

Treasurer, Governing Board (In Official Capacity Only)

Auburn JVS Bylaws & Policies

1230 - SUPERINTENDENT OF SCHOOLS

GENERAL DUTIES

The Superintendent - Director is to provide the guidance and directions to the members of the administrative, instructional, and supportive service teams in setting and achieving the highest standards of excellence, so that each individual student enrolled in our District may be provided with a valuable, meaningful, and personally rewarding education.

PLANNING AND POLICY MAKING

The Superintendent - Director shall be responsible for the formulation of policies for Board approval as developments occur that necessitates new policies. S/He shall develop rules for regulating the conduct of students and the standards that licensed and nonlicensed personnel should follow.

SUPERVISION

S/He shall be responsible for the direct supervision of the supervisors and nonlicensed personnel. The teacher supervision will be supplemented by the supervisors.

ATTENDANCE AT BOARD MEETINGS

The Superintendent - Director shall attend and participate in all regular and special meetings of the Board, except when own employment or salary is under consideration, and makes recommendations of any nature affecting the schools.

FISCAL RESPONSIBILITIES

The Superintendent - Director shall be responsible for preparing the salary schedules and fringe benefit packages for Board approval. S/He shall also assist the Treasurer, when necessary, to prepare the budget and appropriation reports. S/He will also recommend to the Board the sale of property no longer required by the Board, and will supervise the proper execution of such sales. The Superintendent-Director shall conduct initial negotiations with licensed and nonlicensed personnel.

BUSINESS MANAGER

The Superintendent - Director will be responsible for maintaining efficient procedure and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to the direction and approval of the Board and State law.

PERSONNEL

The Superintendent - Director will be responsible for recommending personnel for hiring and dismissal to the Board. S/He may suspend an employee for just cause and is to be reported to the Board at the next Board meeting for final action. The approval of vacation schedules for salaried District employees is also included along with other items related to personnel matters.

PUBLIC RELATIONS

The Superintendent - Director will represent the District in the dealing with other school systems, institutions and agencies, community organizations, and the general public. S/He will also make certain that publicity about the District is brought before the public and that methods for the dissemination of such material are established.

REPORTS AND RECORDS

The Superintendent - Director is responsible for maintaining directly or through delegation personnel records, student records, business and other records which are required by law and by Board policy.

IN-SERVICE EDUCATION

The Superintendent - Director shall plan and develop IN-SERVICE programs to meet the needs of teachers for professional growth.

CURRICULUM

The Superintendent - Director shall require curriculum changes as deemed necessary and recommend to the Board changes in program offerings when necessary.

BUILDING RESPONSIBILITIES

The Superintendent - Director is responsible for scheduling the use of buildings and any alterations or repairs done to the buildings.

ATTENDANCE AT MEETINGS

The Superintendent - Director shall be abreast of educational matters and will attend those meetings, conventions, and conferences that are required by the State Department or are of benefit to the school system.

ADDITIONAL DUTIES

The Superintendent - Director shall perform such other tasks as may be designated from time to time by the Board.

R.C. 3310.08, 3311.10, 3311.19, 3319.01, 3319.06, 3319.10, 3319.11

Lake County Educational Service Center
Bylaws & Policies

1230 - RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent of Schools shall strive to achieve Educational Service Center goals for students by providing educational direction and supervision to the professional staff and classified staff and by acting as a proper role model for staff and students both in the school and outside the Center.

The Superintendent is directly responsible to the Governing Board for the performance of the following duties and responsibilities:

- A. keep the Board informed with respect to matters affecting school operations and provide the Board with information, guidance, and support necessary to formulate policy
- B. provide that all aspects of Center operations comply with State and Federal laws and regulations as well as Board contracts and policies
- C. provide leadership for the development, implementation, and assessment of the Strategic Plan's vision, mission, and initiatives
- D. establish and implement a written educational plan for the schools of the Center consistent with the educational goals adopted by the Board
- E. provide for the recruitment, selection, and development of Center staff in the attainment of the Center's goals
- F. recommend changes in staffing and instructional program based on analysis of staff and student performance assessment data
- G. recommend innovations and strategies to continually improve the educational and operational practices of the Center
- H. promote the efficient and effective use of Center resources in the daily operations of the schools
- I. work constructively with the Board, administrative leadership team, and Center staff in pursuit of established educational and operational goals and objectives
- J. communicate effectively with parents, citizens, and community groups; secure their input, involvement, and support for school programs and initiatives
- K.

maintain the highest standards of personal conduct, professional practice, administrative effectiveness, and financial responsibility of the Center

- L. perform such other duties as the Board may direct or assign

Revised 6/21/12

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**GOVERNING BOARD
OF THE
LAKE COUNTY EDUCATIONAL SERVICE CENTER**

CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT

THIS AGREEMENT is made and entered into by and between Brian Bontempo (hereafter "Dr. Bontempo" or "Superintendent") and the Governing Board of the Lake County Educational Service Center (hereafter "Governing Board"), Lake County, Ohio, pursuant to action taken by the Governing Board as found in the minutes of its public meeting held on the 30th day of June 2015.

WHEREAS, the Governing Board has determined it necessary to contract for the employment of a Superintendent pursuant to Section 3319.01, Ohio Revised Code, and has determined to appoint Dr. Bontempo to said position; and

WHEREAS, Dr. Bontempo represents that he is willing and able to accept said appointment and employment as Superintendent of the Lake County Educational Service Center.

NOW, THEREFORE, it is mutually agreed by and between and the Governing Board of the Lake County Educational Service Center as follows:

**ARTICLE I
TERMS OF APPOINTMENT; CERTIFICATION/LICENSURE**

Dr. Bontempo is employed pursuant to the provisions of Section 3319.01, Ohio Revised Code, to serve as Superintendent of the Lake County Educational Service Center for the period commencing August 1, 2016 and ending July 31, 2021.

Dr. Bontempo shall furnish throughout the life of this Agreement a valid and appropriate license/certificate to act as Superintendent of Schools in the State of Ohio. The continued certification/licensure of the Superintendent to act in the capacity of the Superintendent is expressly a condition precedent to the continuation of this Contract to its term.

**ARTICLE II
DUTIES; DIRECTION AND ASSIGNMENT OF STAFF**

Dr. Bontempo shall faithfully perform the duties of Superintendent as prescribed by the laws of the State of Ohio and by rules, regulations, and position description as adopted, or as

same may be amended by the Board, and shall devote his time, skills, labor, and attention to said employment during the term of this Agreement. He shall, as executive officer of the Board pursuant to Section 3319.01, Ohio Revised Code, carry out faithfully policies and directives of the Board.

Pursuant to Section 3319.01, Ohio Revised Code, Dr. Bontempo shall direct and assign teachers and other employees under his supervision. Subject to all provisions of law, he shall have discretion to organize, reorganize, and arrange the administrative and supervisory staff so as to best serve the interests of the Lake County Educational Service Center and to place and transfer personnel under his supervision. He shall be responsible for recommending to the Governing Board the employment of personnel to work under his supervision for the administration of instructional and non-instructional programs and operations. Criticisms, complaints, and suggestions concerning operations of the Educational Service Center received by the Governing Board shall be referred promptly to the Superintendent for study and recommendation.

ARTICLE III

DAYS OF SERVICE; VACATION, PERSONAL AND CONSULTING DAYS

The Superintendent's annual term of service shall be 260 days per contract year with 217 required work days. The per diem rate will be calculated by dividing the total compensation by 217 days.

The Superintendent shall be entitled to a one-time per diem rate payout under this contract, as calculated in paragraph 1 of this section, of up to 10 unused vacation and/or personal days to "zero-out" days remaining in his accounts under his previous contract.

ARTICLE IV

SICK LEAVE AND SEVERANCE

The Superintendent shall be entitled to sick leave as provided by Section 3319.141, Ohio Revised Code; and earned sick leave may be cumulative without limitation.

Upon retirement to STRS, the Board shall make a cash payment to the Superintendent at his per diem rate as calculated in Article III, paragraph 1, for one third (1/3) on all unused sick leave accumulated by the Superintendent to a maximum of one-hundred twenty (120) days. If the Superintendent should die during the term of this contract at a time when he would have otherwise been eligible for STRS retirement, the aforementioned severance payment will be made to the designated beneficiary of the Superintendent. For the purpose of Article IV of this

contract, Mrs. Lisa Bontempo, the Superintendent's wife, is the primary designated beneficiary and if she shall not survive him, his sons Garrett Thomas Bontempo and Michael Robert Bontempo are the secondary beneficiaries to share equally in this cash payment.

ARTICLE V HOLIDAYS

In general, the Superintendent shall not be required to work on, and shall receive his full salary for, all days designated as holidays on the school calendar, such days are not considered part of his 217 work days under Article III. Nevertheless, the parties recognize that exigent circumstances could potentially arise requiring the Superintendent to work on a holiday and, in that eventuality, the Superintendent will devote such time as is necessary.

ARTICLE VI LIABILITY INSURANCE

Liability Insurance for the Superintendent shall be provided by the Governing Board in accordance with the terms on which it is afforded to other administrators of the District.

ARTICLE VII AUTOMOBILE, MILEAGE AND OTHER EXPENSES

The Governing Board will compensate the Superintendent with a monthly transportation stipend of \$600 for all business travel. For business travel outside of Lake and Geauga Counties not incurred in commuting to work, the Governing Board will compensate the Superintendent at a rate of \$0.30 per mile.

The Superintendent shall be provided, during the term of this contract, with the use of a mobile phone to facilitate communication between the Superintendent and staff, to enhance timely response to emergent situations and to better utilize the time of the Superintendent while traveling or otherwise away from his office. The Superintendent will be not be billed for local and long distance calls of a personal nature made from this mobile phone, provided such calls do not result in additional charges beyond the usual and customary charges associated with the Superintendent's mobile service plan. The Board has determined this expenditure serves a public purpose given the accessibility required of the Superintendent. If, however, the personal calls result in excess charges, the Superintendent shall reimburse the excess cost to the Board. At the discretion of the Superintendent, said cell phone may be purchased in combination with a hand-held computer or "Blackberry" type device.

ARTICLE VIII
COMPENSATION; "FRINGE" BENEFITS

Effective August 1, 2016, the annual base salary of the Superintendent shall be \$133,139.00. The percentage of raise will increase each year effective August 1, 2017 by 2% unless ESC personnel receive above 2%, then the Superintendent will receive that higher percentage. Said annual salary may be increased by action of the Governing Board at any time as per Ohio Revised Code.

The Superintendent shall be afforded \$200,000 term life coverage, as well as hospitalization, major medical, vision, dental insurance, and other financial fringe benefits afforded to other administrative employees of the Governing Board. The Superintendent may access "in lieu" of payment in accordance with Board Policy for his waiver of health care coverage in any year of this contract.

The Superintendent shall also receive as compensation a Medicare pick-up of 1.45% of his base salary, and an additional 1% of his base salary to be used for the purchase of additional insurance covering himself such as Group Accident, Critical Illness, or similar products from Board approved providers at no further additional cost to the Governing Board.

ARTICLE IX
OTHER COMPENSATION

Teachers Retirement System (STRS) on behalf of the Superintendent, all contributions otherwise payable by the Superintendent, without reduction in his gross salary. In addition, as additional compensation, the Governing Board will assume and pay to the State Teachers Retirement System, on behalf of the Superintendent, contributions otherwise payable by the Superintendent on the contributions, i.e., the Governing Board will pay the "pick-up on the pick-up." The Governing Board shall report all retirement computation of his final average salary and shall include such additional compensation for purposes of severance pay.

In addition, at the request of the Superintendent and in accordance with applicable law, the Governing Board will withhold from his pay and transfer an amount to be determined by the Superintendent in a qualified tax-deferred annuity (403B) of his choosing.

Also, effective August 1, 2016, and each year thereafter, the Superintendent shall be eligible to receive a \$5,000 Board-paid annuity, subject to the discretion of the Governing Board. A written evaluation instrument, mutually agreed upon by the Superintendent and Governing Board President, shall be used in the Superintendent's annual evaluation procedure on or before June 30 of each year as set forth in Article XI below, which will help the Governing Board decide whether to pay the above annuity.

The Superintendent may choose to receive a cash payment in lieu of any annuity provided by the Governing Board. Such cash payment shall be equal to the cost of the annuity to the Governing Board minus all related employment costs including taxes and other costs related to such a payment.

ARTICLE X
MEMBERSHIP DUES AND LOCAL, STATE AND NATIONAL CONFERENCES

The Governing Board at their discretion shall pay the Superintendent's annual membership fees in any organizations that may be approved by the Governing Board. Attendance at appropriate professional meetings at the local and state level is encouraged and expenses for such meetings will be paid by the Governing Board.

ARTICLE XI
EVALUATION

The Governing Board will adopt procedures for evaluation of the Superintendent and shall evaluate the Superintendent in accordance with those procedures pursuant to Section 3319.01, Ohio Revised Code. The Governing Board and Superintendent shall meet in executive session no less than once every year, at times and dates specified by the Governing Board on or before June 30th, for the purpose of finalizing the evaluation of the performance of the Superintendent.

A written evaluation instrument, mutually agreed upon by the Superintendent and Governing Board President, shall be used in the annual evaluation procedure.

ARTICLE XII
RENEWAL OR NONRENEWAL

The Superintendent, at the expiration of his term of employment expiring July 31, 2021, will be deemed re-employed for a term of one year, ending July 31, 2022, at the same salary plus any increments that may be authorized by the Governing Board, unless the Governing Board, on or before the first day of March 2021, either re-employs the Superintendent for a succeeding term

or gives the Superintendent written notice of its intention not to re-employ him.

ARTICLE XIII
TERMINATION FOR CAUSE

This contract may be terminated pursuant to Section 3319.16, Ohio Revised Code.

ARTICLE XIV
INDEMNIFICATION

The Governing Board agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Governing Board, provided the incident arose while the Superintendent was clearly acting within the scope of his employment and excluding criminal litigation.

In addition, on a case-by-case basis, the Governing Board may determine to indemnify, defend and hold harmless the Superintendent against civil demands, claims, suits and legal proceedings and any criminal proceedings, subject to the limitations of O.R.C. Section 3313.203(B).

This section shall not apply to disputes between the Superintendent and the Governing Board, including termination proceedings in accordance with Article XIII, above.

ARTICLE XV
ANNUAL PHYSICAL EXAMINATION

The Governing Board shall reimburse the Superintendent for the costs associated with an annual physical examination by the physician of his choice, up to \$300.

ARTICLE XVI
COMPLIANCE WITH LAW; BINDING NATURE

It is the purpose and intent of the parties hereto that the provisions of this Agreement shall fully conform to the Ohio Revised Code and all other provisions of law. Should any provision of this Agreement be determined by a court of competent jurisdiction to be in conflict with or in violation of law now or hereinafter in effect, such provision shall be inoperative, but all other provisions shall remain in effect for the life of this Agreement. This contract shall be


governed by the laws of the State of Ohio.

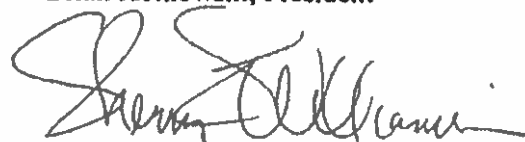
Except as limited by the foregoing, the Governing Board and Superintendent shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Governing Board and Superintendent.

IN WITNESS WHEREOF, the Governing Board, by its President and its Treasurer, having been first duly authorized, and Brian Bontempo have set their hand this 30 day of June, 2015.


Brian Bontempo

GOVERNING BOARD OF THE LAKE
COUNTY EDUCATIONAL SERVICE
CENTER


Brian Kolkowski, President


Sherry Williamson, Treasurer

INTER-DISTRICT COOPERATIVE SUPERINTENDENT SERVICES COST SHARING AGREEMENT

(SUPERINTENDENT SERVICES)

This Agreement is entered into on the 21st day of March 2017, by and between the Auburn Joint Vocational School District Board of Education ("Career Center"), Dr. Brian Bontempo ("Dr. Bontempo"), and the Lake County Educational Service Center Governing Board ("ESC") (collectively, "Parties").

WHEREAS, given the unique institutional relationship existing between the Career Center and the ESC, the desire of each entity to engage in cost sharing opportunities; and

WHEREAS, the ESC formally employed Dr. Bontempo as Superintendent pursuant to R.C. 3319.01 for a period commencing August 1, 2016, and ending July 31, 2021; and

WHEREAS, in furtherance of their mutual interest toward the enhancement of operational efficiencies and cost saving for both public educational organizations, the Parties have agreed to pursue a superintendent cost sharing agreement to facilitate the dual appointment of Dr. Bontempo as (1) Superintendent pursuant to R.C. 3319.01 for the period commencing August 1, 2016, and ending July 31, 2021, **for the ESC** and (2) Superintendent pursuant to R.C. 3319.01 for the period commencing March 22, 2017, and ending July 31, 2020, **for the Career Center**.

It is **THEREFORE** the agreement of the Parties as follows:

1. **R.C. 3319.01 ESC Superintendent Appointment and Employment:** At all times relevant hereto, Dr. Bontempo shall remain appointed and employed as the Superintendent **for the ESC** under R.C. 3319.01 with full authority and responsibilities as set forth under law; ESC governing board policies as may be amended from time to time; ESC administrative guidelines as may be amended from time to time; any and all applicable ESC job description(s) as may be amended from time to time; the June 30, 2015 *Contract for Employment of Superintendent* for the period commencing August 1, 2016, and ending July 31, 2021, as may be amended from time to time ("Superintendent Contract"), a copy of which is attached hereto and incorporated herein; and the March 21, 2017 *Supplemental and Amended Contract for the Dual Employment of ESC and Career Center Superintendent* for the period commencing March 22, 2017, and ending July 31, 2020, as may be amended from time to time ("Supplemental Superintendent Contract"), a copy of which is attached hereto and incorporated herein.
2. **R.C. 3319.01 Career Center Superintendent Appointment and Employment:** For the period commencing March 22, 2017, and ending July 31, 2020, Dr. Bontempo shall also be appointed and employed as the Superintendent **for the**

Career Center under R.C. 3319.01 by virtue of (1) this *Inter-District Cooperative Superintendent Services Cost Sharing Agreement* ("Agreement"), (2) the Superintendent Contract, and (3) the Supplemental Superintendent Contract with full authority and responsibilities as set forth under law, Career Center board policies as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, this Agreement as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and the Supplemental Superintendent Contract as may be amended from time to time.

3. **Career Center Pays ESC:** In exchange for the services of Dr. Bontempo to serve as Superintendent for the Career Center through this Agreement, the Career Center shall pay to the ESC an amount equal to 50% of his total employee costs, as determined by the terms and conditions of the Superintendent Contract as may be amended from time to time and the Supplemental Superintendent Contract as may be amended from time to time on a pro-rated and annual salary basis as applicable. **For the period commencing March 22, 2017, and ending July 31, 2017;** Dr. Bontempo shall be paid both (1) the **pro-rated** annual base salary amount of \$133,139.00 as set forth in Article VIII of the Superintendent Contract and (2) the **pro-rated** annual base salary of \$20,000.00 as set forth in Paragraph 8(a) of the Supplemental Superintendent Contract. **For the period commencing August 1, 2017, and ending July 31, 2020;** Dr. Bontempo shall be paid both (1) the annual base salary amount as set forth in Article VIII of the Superintendent Contract and (2) the annual base salary amount as set forth in Paragraph 8(b) and (c) of the Supplemental Superintendent Contract. Dr. Bontempo shall also receive additional benefits as defined in the Superintendent Contract and the Supplemental Superintendent Contract, and the Career Center shall also pay to the ESC the amount equaling 1/2 of the total cost of these benefits, including, but not limited to, severance, retirement, annuity, life insurance, tuition, cell phones, professional development, meal and mileage directly related to the Career Center duties, and 1/2 of the annual premium for any superintendent bond mandated by law. This cost also includes annual mutually agreeable costs related to the Career Center. The ESC agrees to consult with and review the compensation package for Dr. Bontempo with the Career Center before any changes are made.
4. **Dispatch Dual Positions Duties:** Dr. Bontempo agrees to dispatch the duties of his dual position to the fullest on behalf of both the Career Center and the ESC, and shall devote such time and energy as is necessary to meet the superintendent obligations and responsibilities for both the Career Center and the ESC as set forth under law, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and

all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and the Supplemental Superintendent Contract as may be amended from time to time.

5. [INTENTIONALLY LEFT BLANK]

6. **Termination**

a. **Automatic Termination**

- i. **By Term:** This Agreement shall automatically terminate on July 31, 2020, at 11:59 p.m., without any prior notice – written or otherwise – and shall be null and void. Dr. Bontempo specifically, knowingly, clearly, unmistakably, and consciously waives, yields, and agrees that nothing under law, R.C. 3319.01, R.C. 3319.16, ESC governing board policies as may be amended from time to time, Career Center board policies as may be amended from time to time, ESC administrative guidelines as may be amended from time to time, Career Center administrative guidelines as may be amended from time to time, any and all applicable ESC job description(s) as may be amended from time to time, any and all applicable Career Center job description(s) as may be amended from time to time, the Superintendent Contract as may be amended from time to time, and/or the Supplemental Superintendent Contract as may be amended from time to time shall ever extend this Agreement beyond July 31, 2020, at 11:59 p.m.
- ii. **By Joint Agreement:** This Agreement may terminate prior to July 31, 2020, at 11:59 p.m., by joint agreement, in writing, of the ESC, Career Center, and Dr. Bontempo upon which time this Agreement shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- iii. **By Dr. Bontempo:** This Agreement shall automatically terminate upon the last date of Dr. Bontempo's employment with the ESC and shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The ESC, Career Center, and Dr. Bontempo shall provide reasonable written notice to the Parties of the anticipated last date of Dr. Bontempo's employment with the ESC as soon as practicable.

b. **Without Good and Just Cause**

- i. **By ESC:** The ESC may unilaterally terminate this Agreement without good and just cause by passing an ESC resolution to terminate this Agreement and issuing the Career Center with 90 calendar day written notice of the ESC's intent to terminate this Agreement. The ESC's written notice shall be served upon the Career Center Treasurer. After expiration of the 90 calendar day written notice, this Agreement shall be null and void, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- ii. **By Career Center:** The Career Center may unilaterally terminate this Agreement without good and just cause by passing a Career Center resolution to terminate this Agreement and issuing the ESC with written notice of the Career Center's intent to terminate this Agreement. The Career Center's written notice shall be served upon the ESC Treasurer. Should the Career Center's termination of this Agreement occur prior to July 31, 2020, at 11:59 p.m., the Career Center shall be responsible **for the entirety of the Supplemental Superintendent Contract only** for the remainder of this Agreement. This Agreement shall then be null and void on July 31, 2020, at 11:59 p.m.

c. **For Good and Just Cause**

- i. **By ESC:** Should the ESC terminate the employment of Dr. Bontempo for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines; this Agreement shall be null and void upon said termination, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated.
- ii. **By Career Center:**
 - a) Should the Career Center – by adopting a resolution and serving the ESC Treasurer with five (5) calendar days written notice of the resolution – determine that the employment of Dr. Bontempo should be terminated for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines **and the ESC agrees**; then the ESC shall immediately proceed, **at the ESC's sole cost**, to terminate the employment of Dr. Bontempo for good and just cause

in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines and this Agreement shall be null and void upon said termination, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The Career Center's resolution demanding that the ESC terminate Dr. Bontempo's employment must contain a "full specification of the grounds for such termination" demand as mandated in R.C. 3319.16.

- b) Should the Career Center – by adopting a resolution and serving the ESC Treasurer with five (5) calendar days written notice of the resolution – determine that the employment of Dr. Bontempo should be terminated for good and just cause in accordance with R.C. 3319.01, R.C. 3319.16, applicable laws, rules, regulations, policies, and guidelines **and the ESC does not agree**, then this Agreement shall be null and void within ten (10) calendar days after the ESC Treasurer received the Career Center's written notice, and the Career Center shall owe no further financial obligation to the ESC beyond the date this Agreement is terminated. The Career Center's resolution demanding that the ESC terminate Dr. Bontempo's employment must contain a "full specification of the grounds for such termination" demand as mandated in R.C. 3319.16.
- 7. **Merger:** In the event of a merger between the ESC and one or more other educational service centers, it is expressly understood that the governing board of the educational service center created by the merger shall honor all contracts made by the former governing boards pursuant to R.C. 3311.053 or any applicable law, including this Agreement.
- 8. **Modification:** Modifications as to this Agreement shall be made in writing and only by the concurrence of all Parties hereto.
- 9. [INTENTIONALLY LEFT BLANK]
- 10. **Cooperation:** The Career Center and ESC agree to fully cooperate in the implementation of this Agreement to facilitate meeting the superintendent needs of each through the dual appointment of Dr. Bontempo as Superintendent for each entity.
- 11. [INTENTIONALLY LEFT BLANK]

12. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.
13. **Adopting Resolutions:** The Career Center and ESC agree to formally adopt this Agreement by respective resolutions.
14. **Complete Agreement:** This Agreement sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by all three Parties and pursuant to properly adopted resolutions of the Career Center and ESC.
15. **Savings Clause:** If any portion of this Agreement is deemed to be illegal due to conflict with state or federal law, the remainder of this Agreement shall remain in full force and effect.

**For the Auburn Joint Vocational School
District Board of Education:**

**For the Lake County Educational Service
Center Governing Board:**

President, Board *
(In Official Capacity Only)

President, Governing Board*
(In Official Capacity Only)

Treasurer, Board*
(In Official Capacity Only)

Treasurer, Governing Board*
(In Official Capacity Only)

Authorized Per Resolution No. _____
*This Agreement has no legal effect absent
Board approval

Authorized Per Resolution No. _____
*This Agreement has no legal effect absent
Governing Board approval

For Dr. Brian Bontempo:

Dr. Brian Bontempo

**AUBURN JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Board 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 Board 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.

President, Board (In Official Capacity Only)

Treasurer, Board (In Official Capacity Only)

**LAKE COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Governing Board 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 Governing Board 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.

President, Governing Board (In Official Capacity Only)

Treasurer, Governing Board (In Official Capacity Only)

Inter-District Cooperative Superintendent Services Cost Sharing Agreement