

INTERIM SUPERINTENDENT EMPLOYMENT CONTRACT
(R.C. 3319.01)

This Employment Contract is entered into effective as of February 1, 2021 between the **Board of Education of the Loveland City School District** (the "Board") and **Bradley Neavin** (the "Interim Superintendent"). The Board and the Interim Superintendent, for the consideration herein specified, agree as follows:

1. **Term of Contract**

The Board, in accordance with its action as found in the minutes of its meeting held on the 27th day of January, 2021, hereby employs and the Interim Superintendent hereby accepts employment as Interim Superintendent of Schools for a period commencing on the 10th day of February, 2021 and ending on the earlier of: (a) the date a permanent Superintendent commences his or her employment with the Board provided such date is on or after June 1, 2021; or (b) the 31st day of July, 2021. This Contract does not constitute any obligation either written or implied for reemployment beyond the term set forth herein.

2. **Professional Certification**

The Interim Superintendent shall maintain and furnish to the Board evidence of maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as Interim Superintendent of Schools of this District in accordance with the laws of the State of Ohio.

3. **Duties of the Interim Superintendent**

The Interim Superintendent shall perform all duties as prescribed by law, as are consistent with Board policy, and as specified in the Job Description for Superintendent as adopted by the Board. The Interim Superintendent shall not, during the term of this Contract, be employed with any other entity (with the exception of his consulting engagement with Pruehs & Associates) whether or not such employment is pursued for gain, profit, or pecuniary advantage; provided, however, that Interim Superintendent may engage in other activities involving his consulting engagement with Pruehs & Associates, community service and teaching provided no conflict or potential conflict of interest exists, to the extent that such activities are permitted by law, are consistent with the Board's and the Ohio Ethics Commission's policies on conflict of interest and conflict of commitment, do not interfere with his performance of his obligations hereunder or interfere with the time, attention or effort necessary to carry out his duties and responsibilities hereunder; and provided further, that the Interim Superintendent shall keep the Board President fully and timely informed.

4. **Compensation and Benefits**

The Board will pay the Interim Superintendent at a daily rate of Six Hundred and 00/100 Dollars (\$600.00) per day. The Board may increase the salary of the Interim Superintendent during the term of this Contract, but in no event shall the Interim Superintendent's salary be reduced, except as provided by law.

The Board shall provide the Interim Superintendent with medical, dental and life insurance provided through the Greater Cincinnati Insurance Consortium under the same terms as such benefits are provided to other twelve-month administrators. The Interim Superintendent shall also receive the cell phone stipend and such other leaves and benefits he is entitled to as set forth in the Administrative Handbook.

The Board shall pay the Interim Superintendent's share of mandatory State Teachers Retirement System (hereinafter "STRS") contributions ("pick-up") in addition to the Board's share of such contributions, but shall not be required to pay full pick-up on the pick-up as required by the Administrative Handbook. The Board also shall not be required to pay the Interim Superintendent's share of Medicare contributions as required by the Administrative Handbook.

In the event that any terms of this Contract conflict with the terms of the Administrative Handbook, the terms of this Contract shall prevail.

The Interim Superintendent shall not be entitled to severance upon separation of employment with the Board.

5. Professional Growth

The Interim Superintendent shall be encouraged to attend those professional meetings, which he deems appropriate to maintain and improve professional knowledge and skills. The actual and necessary expenses of said attendance are to be paid by the District in accordance with Board policy as budgeted in Board approved appropriations.

The Interim Superintendent shall be encouraged to maintain membership in the Ohio Association of Local School Superintendents, the Buckeye Association of School Administrators and any other professional organizations relevant to his responsibilities as approved by the Board President. The Board will pay professional and membership dues and expenses in the above organizations as well as all expenses to attend meetings, as they are budgeted in Board approved appropriations.

6. Vacations, Holidays and Personal Leave

The Interim Superintendent shall be entitled to 15 vacation days during the term if this Contract and to the holidays and personal leave as provided to the Board's twelve-month administrative employees. Prior to the expiration of this Contract, the Interim Superintendent may elect to convert up to five unused vacation days to cash at the daily rate of pay as set forth in Section 4 of this Contract. Interim Superintendent may flex up to four holidays by working on such holidays and electing to not work on the equivalent number of regularly scheduled workdays.

7. Days to be Worked for Compensation

The Interim Superintendent shall work a maximum of 123 days under this Contract and shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

8. Sick Leave

The Interim Superintendent shall be entitled to the accumulation and use of sick leave days per year in accordance with Ohio law and Board policy and/or the Administrative Handbook.

9. Expenses

Subject to such limitations as provided by law and/or Board policy, the Board shall reimburse the Interim Superintendent for mileage at the IRS approved rate in effect and reimburse

the Interim Superintendent for other actual and necessary expenses required in the performance of his official duties.

10. Medical Examination

Upon the request of the Board, the Interim Superintendent hereby agrees to submit to a comprehensive medical examination conducted by the Board's expense. If a physician determines the Interim Superintendent to be incapacitated, he shall be placed on sick leave if Interim Superintendent has accrued sick leave available and/or placed on an unpaid leave of absence for the duration of this Contract in the event he has no sick leave available or exhausts such accrued sick leave prior to the expiration of this Contract.

12. Liability Insurance

The Board agrees to provide the Interim Superintendent with professional liability insurance as permitted by Ohio Revised Code Sections 3313.203, 2744.07 and 2744.08.

13. Evaluation

The Board may evaluate and assess in writing the performance of the Interim Superintendent. Such an evaluation and assessment shall be related to the job description for Superintendent and the mutually agreed goals between the Interim Superintendent and the Board.

14. Pre-Service Days

Commencing on February 1, 2021, the Interim Superintendent shall be entitled to familiarize himself with the District and the office of the Interim Superintendent by providing up to seven days of service prior to assuming the duties of Interim Superintendent on the date specified in Section 1 of this Contract. Such days shall be scheduled by the Interim Superintendent with the Board President and paid at the daily rate set forth in Section 4 of this Contract. Interim Superintendent shall be entitled to the insurance benefits set forth in Section 4 effective February 1, 2021.

15. Termination Without Cause

The Interim Superintendent acknowledges that he is an "at will" employee and the Board in its sole discretion may terminate the Interim Superintendent's employment without cause on at least sixty (60) days written notice of termination provided such termination is approved by a majority of the Board.

16. Termination for Cause

The Board shall have the right to terminate the Interim Superintendent's employment for cause under this Contract immediately upon approval of a majority of the Board and immediate written notice to the Interim Superintendent. As used in this Contract and specifically referenced above, termination for cause means that the Interim Superintendent has:

- a. Been convicted of, or pleaded no contest to, any felony, or a misdemeanor involving moral turpitude;
- b. Engaged in any conduct that is in reckless disregard of the interests of the District, or that is materially injurious to the interests of the District, as reasonably and in good faith determined by the Board; or

- c. Neglected or failed to perform or observe in a material respect any material provision of this Contract, or any lawful obligation of his employment.

In the event the Board terminates the Interim Superintendent's employment for cause, the District shall make all payments and fulfill all other obligations to the Interim Superintendent under the Contract until the effective date of his termination for cause. There is no obligation by the District to pay salary or any other benefit in this Contract beyond the date of the Interim Superintendent's termination for cause.

17. **Conflict and Savings Clause**

If any portion of this Contract is inconsistent with the Administrative Handbook, the terms and conditions of this Contract shall prevail. 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.

IN WITNESS WHEREOF, the Board, by its President and Treasurer, having been first duly authorized, and the Interim Superintendent have executed this Contract on the 28th day of January, 2021

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

By: Kathryn M. Laremy
President

INTERIM SUPERINTENDENT

Bradley Neavin
Bradley Neavin