## **APPOINTMENT OF SUPERINTENDENT**

The Superintendent shall hold a superintendent's certificate or license and may be appointed in accordance with law by the Board of Education for a term of not more than five (5) years beginning the first day of August and ending the thirty-first day of July. The Superintendent shall serve on a twelve (12) month contract. The Superintendent may be reemployed the calendar year preceding the year of expiration of his/her contract of employment.

The Superintendent is, at the expiration of a current term of employment, deemed reemployed for a term of one year at the same salary plus any increments that may be authorized by the Board, unless the Board, on or before the first day of March of the year in which the contract of employment expires, either reemploys the Superintendent for a succeeding term or gives to the Superintendent written notice of its intention not to reemploy the Superintendent.

The Board shall enter into an employment contract with the Superintendent, which shall include the following information:

- A. The title of the position;
- B. The term for which employment is contracted including beginning and ending dates;
- C. The annual salary and the intervals at which it will be paid;
- D. Other compensation including benefits;
- E. The annual number of days to be worked;
- F. The annual number of days of vacation and holidays; and
- G. Such other matters as may be agreed upon.

The Board may provide the Superintendent with paid vacation leave. Such vacation leave shall be specified in the Superintendent's individual employment contract. Upon the Superintendent's death, the Superintendent's separation from employment with the Board, or at any other time prior thereto, the Board may pay the Superintendent (or the Superintendent's estate in the event of death) at the Superintendent's current rate of pay for all or a portion of the Superintendent's lawfully accrued and unused vacation leave. The terms and conditions governing such payment shall be specified in the Superintendent's individual employment contract.

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The Superintendent shall be the chief executive officer of the school system and shall have, under the direction of the Board, supervision of all of the public schools and of all the personnel and various personnel departments of the school system. The Superintendent is responsible for the management of the schools under the Board's policies and is accountable to the Board.

The Superintendent shall perform such duties as set forth in the Ohio Revised Code and the Board adopted job description. The Superintendent's salary may be increased during the term of office but shall not be decreased unless such decrease is a part of a uniform plan affecting salaries of all employees of the District.

## Plan and Procedure for Providing Fringe Benefits

The Superintendent shall be entitled to all fringe benefits provided under his/her individual contract of employment, in accordance with the terms and conditions for use of such fringe benefits, as set forth therein.

LEGAL REFS: O.R.C. §§3319.01; 124.39

O.A.G. 2001-025

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