

Book	Policy Manual
Section	Issue 1 of 2021 February - PDQ Policies (Revised)
Title	Superintendent's Contract
Code	CBC
Status	From OSBA

### Superintendent's Contract

The appointment of the Superintendent is secured through a written agreement stating the terms of the contract. The contract meets all State law requirements and protects the rights of both the Board and the Superintendent.

The Superintendent is appointed for a term not to exceed five years. The term commences on August 1 and continues through July 31 of the year in which the contract expires. Should a vacancy occur midterm, the Board can appoint a new hire to a term starting on any date – as long as the length of the contract does not exceed five years from the prior August 1. The period of time in which the Superintendent's contract may be renewed begins on January 1 of the year prior to the contract's expiration and ends on March 1 of the year in which the contract expires.

Salary and benefits are determined by the Board at the time of the appointment and are reviewed by the Board each year. The Superintendent's salary may be increased or decreased during his/her term of office. However, any decrease must be part of "a uniform plan" affecting salaries of all District employees.

The Board authorizes the annual payment of the Superintendent's accrued, unused vacation leave if provided for in the Superintendent's contract.

If the Board intends to nonrenew the Superintendent's contract, notice in writing of the intended nonrenewal must be given to the Superintendent on or before March 1 of the year in which the contract expires.

Nothing in this policy shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the Superintendent's contract.

LEGAL REFS.: ORC 124.384(C); 124.39(C)  
3319.01; 3319.16; ~~3319.225~~

CROSS REFS.: CBA, Qualifications and Duties of the Superintendent  
CBAA, Incapacity of the Superintendent  
CBG, Evaluation of the Superintendent (Also AFB)  
CBI, Board-Superintendent Relationship (Also BCD)

**NOTE:** *The board of a city, exempted village, local or joint vocational district can require its superintendent, as a condition of employment, to reside within the District's boundaries.*

*The governing board of an educational service center can require its superintendent, as a condition of employment, to reside in the county or an adjacent county of the District.*

*At the expiration of a superintendent's current contract, he/she is deemed re-employed for a term of one year at the same salary plus any increments that the Board may authorize, unless the Board, on or before March 1 of the year in which the contract expires, either re-employs the Superintendent or gives him/her a written notice of intention not to re-employ.*

*A superintendent shall not be transferred to any position during the term of his/her employment except by mutual agreement by the Superintendent and the Board.*

*A superintendent's contract can only be terminated for good or just cause.*

*Upon a superintendent's separation from employment, the Board may provide compensation at the Superintendent's current rate of pay for all lawfully accrued and unused vacation leave, not to exceed the amount accrued during the three years before the date of separation.*

*Additionally, under the Ohio Attorney General's Opinion No. 2011-025 of July 12, 2011, boards of education are permitted to provide for the annual payment of the superintendent's accrued, unused vacation leave if the Board adopts a guideline stating as such and the superintendent's contract provides for annual payout. The attorney general noted that this guideline may be adopted as Board policy.*

Legal

ORC 124.384(C)

ORC 124.39(C)

ORC 3319.01

ORC 3319.16