

SUPERINTENDENT'S CONTRACT BETWEEN THE TOLEDO CITY SCHOOL DISTRICT AND JEROME PECKO

This Public School Superintendent's Contract ("Contract") is made and entered into by and between the Board of Education of the Toledo City School District ("the Board"), a public school district under the laws of the State of Ohio ("the District"), and Jerome Pecko ("Superintendent").

RECITALS

Whereas, the Board has an obligation to select a qualified person to serve as the Superintendent of the District; and

Whereas, Jerome Pecko is duly qualified to serve as the Superintendent, holding all appropriate Ohio licenses for the position and otherwise meeting all prerequisites to lead the District in the role of Superintendent.

Now Therefore, the Board and the Superintendent agree as follows:

I. SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES; DISTRICT GOALS.

A. Duties and Responsibilities. During the Term of this Contract, the Superintendent shall discharge all of the duties and responsibilities imposed upon Superintendents under the laws of the State of Ohio and the duties and responsibilities identified by the Board from time to time. The Superintendent acknowledges the receipt of a copy of the Board's formal policies governing the position of Superintendent (Board Policies, Sections CB to CBI).

B. District Goals. The Superintendent acknowledges that there are at present unique challenges and opportunities facing the District, and accordingly, the Board has identified the following District goals for special focus during the Term of this Contract:

1. Improving the academic performance of the District's students and its individual schools, in particular the District's underperforming schools, during a time of economic and budget challenges;
2. Improving the District's "grade card" rating from the State of Ohio from "Continuous Improvement" to "Effective", with the longer term goal of achieving a rating of "Excellent";
3. Maintaining and improving the District's high graduation rate;
4. Securing sufficient financial resources for the District by successfully leading the District's public levy requests and otherwise securing grants and funding to permit the

District to offer a broad cross-section of high quality academic and extra-curricular programs for the District's students under a balanced budget;

5. Leading successful contract negotiations with the District's employee organizations so that the District's employees, especially its vital teaching staff, are properly compensated in light of their duties and responsibilities, and in consideration of the District's available financial resources and market conditions; and
6. Reforming the manner in which the District conducts business so that the taxpayers are assured of an efficient and effective business operation that conserves tax dollars.

II. SUPERINTENDENT'S EVALUATION.

A. Current Evaluation System. The Board will evaluate the Superintendent annually in accordance with its policies. The Board's evaluation of the Superintendent's performance may be used by the Board in making decisions about the continuation or renewal of the Superintendent's contract. Significant weight in the evaluation process will be placed upon making adequate progress toward the goals identified in Section I above.

B. Alternative Evaluation System. The Board will consider and may adopt the newly promulgated *Ohio Standards for Superintendents*, developed by the Ohio Department of Education in collaboration with the Buckeye Association of School Administrators. Similarly, the Board will consider and may adopt as its formal evaluation instrument, the *2009 Ohio Superintendent Evaluation System*, a formal, standards-based evaluation instrument developed by the Ohio Department of Education, the Ohio School Boards Association, and the Buckeye Association of School Administrators. The Board and the Superintendent acknowledge receipt of copies of these documents.

C. Right to Non-Renew. Notwithstanding the Board's evaluation process, the Board may, in its sole discretion, elect to not renew the Superintendent's Contract at the end of its Term, and if it so elects, will provide the Superintendent with notice of the non-renewal in accordance with law.

D. Superintendent's Legal Qualifications. The Superintendent represents and warrants to the Board that he is, and will at all times during the Term of this Contract remain, fully qualified and licensed to perform the duties of Superintendent under the laws, rules and regulations of the State of Ohio.

III. SUPERINTENDENT'S COMPENSATION.

A. Salary. The Superintendent shall receive a salary of \$175,000 per year, payable in accordance with the District's bi-weekly payroll system, with all appropriate deductions for federal, state and local taxes, state retirement contributions and other standard deductions. After the Superintendent's first year, and each year thereafter, the Board will consider a percentage increase to the Superintendent's salary, taking into account the Superintendent's performance and the District's financial condition. Nothing herein assures the

Superintendent of receiving an annual increase in salary. In accordance with Ohio Revised Code Section 3319.01, the salary of the Superintendent shall not be decreased during the term of this Contract except if such decrease is a part of a uniform plan affecting salaries of all employees of the District. Whenever it is necessary to calculate the Superintendent's salary on a daily basis, the calculation shall use a 261 day year.

B. One Percent Reduction. The Superintendent acknowledges that the Board recently reduced the salaries of its employees on a District-wide basis by one percent (1%). The Superintendent agrees that his salary shall be similarly reduced by one percent so long as that reduction is effective for the District's other employees.

C. Insurance Benefits. During the Term of the Contract, the Superintendent, and the Superintendent's spouse if the spouse does not have such coverage through her employment, shall be covered by the District's group health, vision, dental and term life insurance policies and the cost of the policies shall be paid by the Board.

D. Moving Expenses. The District shall pay the Superintendent \$12,000 on a one-time basis to compensate the Superintendent for his expenses incurred in moving into the District and promptly securing temporary housing while he also covers his existing housing obligation.

E. Automobile Allowance. The District shall pay the Superintendent \$500 each month to purchase, lease, and/or maintain an automobile for his ownership and/or use. The Board shall reimburse the Superintendent for mileage, but only for business trips beyond a thirty mile radius of the Thurgood Marshall Building, 420 Manhattan Boulevard, Toledo, Ohio 43608. The vehicle shall be secured overnight at or near the Superintendent's residence and the vehicle must be available for business use by the Superintendent twenty-four hours a day.

F. Expense Reimbursements. The Superintendent shall be paid a monthly fee of \$300 to reimburse him for expenses related to community involvement and attendance at community events. Further, upon submission of proper vouchers, the Superintendent shall be reimbursed for all other reasonable and necessary expenses incurred for and on behalf of the District.

G. Vacation and Sick Leave. The Superintendent shall be afforded four (4) weeks of vacation each year which, if not used during the year, shall be forfeited and shall not carry over from one year to the next. The Superintendent shall be afforded ten (10) days of sick time each year which, if not used during the year, shall be forfeited and shall not carry over from one year to the next. If necessary for documented medical reasons, the Superintendent may use vacation leave as sick leave. In the event of the death of the Superintendent during the Term of this Contract, unused vacation leave will be paid to his estate or to his surviving spouse or other family member in accordance with Ohio Revised Code Section 2113.04.

H. Retirement Contributions. The District shall pay the employer's portion of any required contribution to the State Teachers Retirement System. The Superintendent shall pay the employee's share of any contribution to the State Teachers Retirement System. The

Superintendent's contribution shall be made on a pre-tax basis in accordance with Internal Revenue Service Rulings 77-468 and 81-36.

I. Benefits of Other District Employees. The Superintendent shall not be entitled to any compensation or benefits not specified in this Contract, and shall not be entitled to receive any compensation or benefits simply because other District employees receive such compensation or benefits. In consideration of the compensation provided in this Contract, the Superintendent expressly waives any right he may have to other statutory benefits relating to any of the subjects covered in this Contract, including but not limited to accumulation of and payment for unused sick and vacation leave.

J. Indemnification. The District shall defend and indemnify the Superintendent in connection with legal proceedings in accordance with the requirements of Chapter 2744 of the Ohio Revised Code, and provided further that in the event the Superintendent is named as a party in a legal proceeding, in a court at an administrative level, involving matters within the scope of his employment but not encompassed within Chapter 2744 (for example, a contract claim), the District shall provide the Superintendent with the same level of defense and indemnity as required under Chapter 2744.

K. Medical Examination/Report. The Superintendent shall be entitled to seek an annual comprehensive medical examination, to be conducted by physician(s) of his choice. The cost of such examination, to the extent not otherwise covered under any health care insurance policy, shall be paid by the District. In addition, upon the request of the Board, the Superintendent shall submit, from time to time, to a comprehensive medical examination conducted by physicians appointed by the Board. In such event, a medical statement certifying to the physical and mental competency or incompetency shall be filed with the President of the Board and shall be treated as confidential information to the extent permitted by law. The cost of the examination and medical report shall be paid by the Board.

IV. TERM.

The term of this Contract shall be three (3) years commencing on August 1, 2010 and ending July 31, 2013 ("Term"). In accordance with Ohio Revised Code 3319.01, unless the Board provides notice of its intent to not renew this Contract by March 1, 2013, the Contract shall renew for a one (1) year period under the same terms and conditions.

V. RESIDENCY.

The Superintendent shall establish residency within the District as soon as possible upon commencing his duties as Superintendent, and in any event no later than October 1, 2010.

VI. OTHER EMPLOYMENT.

The Superintendent shall not hold other employment during the Term of this Contract, nor shall the Superintendent seek other employment as a Superintendent with any other school district during the Term of this Contract, without the prior written approval of the Board.

VII. GENERAL PROVISIONS.

A. Severability. If any provision of this Contract is found to be in violation of law or becomes invalid due to subsequent legislative or judicial action, the remaining provisions shall continue to be in full force and effect and binding and enforceable upon the parties.

B. Notices. Notices required or permitted to be given under this Contract shall be by (i) hand-delivery, (ii) ordinary United States mail, or (iii) overnight delivery by a commercial delivery service. Notices delivered by ordinary United States mail or by overnight delivery service shall be addressed to the other party at, in the case of the Board, Thurgood Marshall Administration Building, 420 Manhattan Boulevard, Toledo, Ohio 43608, and in the case of the Superintendent, at his place of residence. The Superintendent shall provide the Board with the address of his residence upon the commencement of his duties as Superintendent and updated from time to time should such resident address change. Notices shall be effective one business day after being hand-delivered, or deposited in the mail or with the delivery service.

C. Interpretation and Construction. Both parties were involved in drafting this Contract and were represented by legal counsel. The language of the Contract shall not be construed against or in favor of either party.

IN WITNESS WHEREOF, the Board, by its President and Treasurer, and the Superintendent, have executed this Contract this ____ day of July, 2010.

**BOARD OF EDUCATION OF THE
TOLEDO CITY SCHOOL DISTRICT:**

By: _____
Robert Vasquez, President

By: _____
Daniel Romano, Treasurer

SUPERINTENDENT:

Jerome Pecko

Reviewed and approved by Board legal counsel:

Keith Wilkowski