

Board of Education
Revere Local School District
Bath, OH

SUPERINTENDENT EMPLOYMENT CONTRACT

This Employment Contract is entered into this 17th day of February, 2015, by and between the Board of Education of the Revere Local School District (hereinafter referred to as the "Board") and Matthew L. Montgomery (hereinafter referred to as "Mr. Montgomery" or the "Superintendent").

WHEREAS, the Board desires to employ and provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the schools:

NOW, THEREFORE, Board and Superintendent, for the consideration herein specified, agree as follows:

Section 1: Term of Contract

The Board, in consideration of the promises, herein contained, hereby employs and wishes to issue an employment contract, and the Superintendent hereby accepts employment as Superintendent of Schools with the execution of this contract and commencing on August 1, 2015, for a period of three (3) years ending July 31, 2018.

The parties agree that the Superintendent shall commence the duties of the Office of Superintendent on July 1, 2015 on a per diem basis. This arrangement is desirable in order to provide a smooth transition between the incumbent Superintendent and Mr. Montgomery.

Section 2: Professional Certification and Responsibilities

The Superintendent shall maintain and furnish to the Board, evidence of maintaining, throughout the life of this contract, valid credentials to act as Superintendent in accordance with the laws of the State of Ohio.

A. Duties

The Superintendent shall perform duties specified by the laws of the State of Ohio, the Rules, Regulations and Policies adopted by the Board, and in the attached job description and as they may be amended by the Board from time to time during the term of this contract. Said job description and any subsequent amendment of it are incorporated herein as if fully rewritten.

B. Outside Activities

The Superintendent shall devote his time, attention and energy to the business of the school district.

Section 3: Professional Growth

The Board encourages the continuing professional growth of the Superintendent through his participation as he might decide in light of his responsibilities as Superintendent, in:

A. The operations, programs, and activities co-sponsored by local, state and national school administrator and school board associations;

B. Seminars and courses offered by public or private educational institutions or organizations;

C. Informational exchange with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board;

D. Civic organizations associated with the Revere Local School District and

E. The Buckeye Association of School Administrators

In its encouragement, the Board may permit, with prior approval, a reasonable amount of release time for the Superintendent to attend such matters and provide for the necessary costs for travel and subsistence expenses during the term of this agreement. Payment of annual membership dues to the Buckeye Association of School Administrators and other professional and civic associations as deemed relevant to the assigned duties of the position shall also be provided, as approved by the Board.

Section 4: Compensation

A. In consideration of the faithful execution and performance by the Superintendent of the duties of the Office of Superintendent and all agreements herein and for the term of this contract, the Board shall pay an annualized salary of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) as authorized by the Board of Education commencing on August 1, 2015. The subsequent annual salaries, based upon positive evaluations, as authorized by the Board of Education, shall be One Hundred Twenty-Eight Thousand, Seven Hundred Fifty Dollars (128,750.00) for the twelve-month period starting August 1, 2016 and shall be One Hundred Thirty-Two Thousand, Six Hundred Thirteen Dollars (\$132,613.00) for the twelve-month period starting August 1, 2017.

In the event the Superintendent begins the performance of the duties of the Office of Superintendent of the Revere Local School District prior to August 1, 2015, the Superintendent's salary for days worked prior to August 1, 2015 shall be calculated on a per diem basis as set forth in Section 6 of this Contract based upon the base \$125,000.00 annual salary rate.

B. The Superintendent's annual salary in the amount of \$125,000.00 shall be paid in equal installments in accordance with the policy of the Board. The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this contract, but the salary shall not be reduced except as provided by law. The Board further agrees to review the Superintendent's compensation in July of each year and annually thereafter as referenced in the preceding paragraph. If an adjustment in salary is made during the term of this contract, all other provisions of this contract, including its termination date, shall remain as stated herein. Vacation days and holidays shall not be included when calculating the per diem rate of pay.

Section 5: Other Compensation and Benefits

The Superintendent shall be entitled to all additional benefits of employment now and hereinafter granted to the administrative staff in the Revere Local School District including tuition reimbursement and:

A. **Term Life Insurance**

Term life insurance equal to two times the current year's base salary at no cost to the employee payable to the employee's stated beneficiary, for the duration of this contract. Any tax liability for any part of this benefit shall be the responsibility of the Superintendent.

B. **STRS Pick-Up**

STRS retirement contribution pick-up with the Board contributing, the then current amount (%) stipulated by STRS, the full amount of the required employee contribution plus STRS retirement on the pick-up in addition to the stated salary.

C. Leaves of Absence

The Superintendent shall be entitled to the same leave of absence rights as other administrative employees for the Revere Local School District. Sick leave shall be accumulated at the rate of one and one-fourth (1 ¼) days per month to a total not to exceed that provided by Board policy for other administrative employees in the district. The use and transfer of sick leave shall be in accordance with the provisions of Ohio Revised Code.

D. Medicare

The Board agrees to pay on behalf of the Superintendent, the full amount of the employee tax that, pursuant to Section 3101 of the Internal Revenue Code, is imposed upon all of the Medicare tax "wages" that are paid to the Superintendent pursuant to this Contract. The Superintendent acknowledges and agrees that such payments may be reportable as additional taxable income of the Superintendent; and Board shall not be required to pay on behalf of, or to otherwise reimburse the Superintendent on account of, any such income tax consequences.

E. Health Insurance

The Board shall provide the Superintendent with the same benefits as provided by the Board for its certificated administrative employees. Such benefits shall include hospitalization/major medical insurance, dental insurance, and prescription drug insurance. If hospitalization, prescription, and dental benefits are elected, the Superintendent shall bear the costs as established for administrators under Board policy.

F. Severance Benefits

Upon retirement, as defined by the Ohio Revised Code, the Superintendent shall be entitled to be paid a sum equal to one-fourth (1/4) of his total accumulated and unused sick leave at the time of his retirement, up to a maximum of Sixty (67) days or the maximum number of days outlined in the most current-Board policy for administrators, whichever is greater. Severance pay benefits shall be based upon the employee's daily rate of pay at the time of retirement. "Retirement" shall be defined to mean eligibility for and application to the State Teachers Retirement System (STRS) for retirement benefits. Severance pay benefits for a Superintendent eligible for benefits under this section who dies while on active status or on approved leave of absence shall be paid to the member's life insurance beneficiary. The individual shall have up to one (1) year following separation from service with the District to apply for and receive severance pay. No STRS deductions shall be withheld from the severance pay; and the acceptance of the

severance pay shall eliminate all sick leave pay credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

G. Vacation

The Superintendent shall be granted a vacation of twenty (20) days per year during the length of this contract, exclusive of legal holidays. During any vacation periods, he shall be reasonably available for consultation as required by an emergency or unusual circumstances. Board approval is required for more than ten (10) consecutive vacation days. Permission is extended to enable carry-over of up to twenty (20) days of vacation into the next ensuing year. Annually, up to ten (10) vacation days may be converted to cash payment by written request on or before the end of July of each year.

H. Cell Phone

A monthly cell phone allowance of \$40.00 per month (exempt from retirement Contributions) to insure the employee would be available both during and after the school day to address work related responsibilities.

I. Pooled Tuition

The Superintendent shall have access to the pooled tuition account established for the administrative staff.

J. Personal Days

The Superintendent shall be eligible for three personal days per contract year

K. Transportation Expenses

The Superintendent shall be reimbursed for mileage incurred in the performance of the duties of the Superintendent, excluded travel between his residence and the Superintendent's office. Reimbursement will be based upon the submission of documentation required of administrative employee.

Section 6: Work Days

The Superintendent shall be required to work two hundred and sixty days (260) annually, less legal holidays and vacation. The Superintendent shall devote such time and energies as are necessary to perform all specified duties of this position. It is expressly understood that the duties of this position may require the Superintendent to work during times other than normal business hours. For the purpose of calculating a per diem rate of pay, two hundred and forty-eight (228) days shall be used as the base (260 days minus 12 legal holidays and minus 20 vacation days).

Section 7: Professional Liability

The Board agrees that it shall 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 Board, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under State of Ohio law. Except that, in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. In the alternative, the Board may purchase satisfactory liability insurance to the maximum provided by law in the name of the Superintendent.

The Board shall provide and pay for any performance or other similar bonds required or permitted by current State of Ohio law or regulation.

Section 8: Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent at least once during each year of this contract. This evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the period in question.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The Evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance of the Superintendent is unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. The existence of an evaluation procedure or the contents of an evaluation shall not guarantee the Superintendent's continued employment nor shall it abridge the Board's ability to non-renew this contract.

Section 9: Termination of Employment

This employment contract may be terminated by:

- A. Mutual agreement of the parties
- B. Non-renewal

Non-renewal by the Board with written notice no later than the last regularly scheduled meeting of the Board in January in the last year of this contract.

C. **Disability of the Superintendent**

In the event of disability by illness or capacity, after the Superintendent's sick leave has been exhausted, the compensation shall be reinstated after the Superintendent has returned to employment and undertaken the full discharge of his duties. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the Board. The physician shall limit his/her report to the issue of whether the Superintendent has a continued disability which prohibits his from performing his duties. Refusal by the Superintendent to submit to such an examination shall be cause for removal under the Ohio Revised Code.

D. **Termination by the Board**

The Superintendent's contract may be terminated by the Board for cause in accordance with the Ohio Revised Code.

Section 10: Savings Clause

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, such clause shall become null and void; however, the remainder of the contract not affected by such ruling shall remain in force.

Section 11: Retirement System

The Superintendent acknowledges receipt of notice as required by law of his duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to State Teachers Retirement System as a condition of his employment.

Section 12: Other Information

The Superintendent represents that all information supplied to the Board is accurate to the best of his knowledge. The Board and the Superintendent, shall fulfill all aspects of this contract, any exception thereto being by mutual written consent of the Board and the Superintendent.

In witness thereof the parties hereto have affixed their signatures to this contract this 17th day of February, 2015.

Matthew L. Montgomery, Superintendent

Claudia Hower, President
Revere Local School District
Board of Education

DAVID FORREST, CFO/COO
Revere Local School District

New Document



Rea & associates *a brighter way*

February 5, 2015

Mr. Dave Forrest, Treasurer
Revere Local School District
P.O. Box 340
Bath, Ohio 44210

This letter is to explain our understanding of the arrangements for the services we are to perform for the Revere Local School District (School District) for the years ending June 30, 2015, 2016 and 2017. We ask that you confirm this understanding.

We will compile, from information you provide, the basic financial statements for the Revere Local School District for the years ending June 30, 2015, 2016, and 2017 and will issue an accountant's compilation report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with *accounting principles generally accepted in the United States of America*.

Management is responsible for:

1. The preparation and fair presentation of the financial statements in accordance with *accounting principles generally accepted in the United States of America*. Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements;
2. Preventing and detecting fraud;
3. Identifying and ensuring that School District complies with the laws and regulations applicable to its activities;
4. Making all financial records and related information available to us;
5. Information required confirming appropriate fund classifications and major fund status in accordance with GASB No. 34;
6. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Board of Education during the fiscal year;
7. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with all bank reconciliations of the School District funds and bank accounts as of June 30;
8. Documentation for receivables including taxes, intergovernmental, and accounts receivables, inventory, and prepaid items as of June 30;

9. The balances for all governmental capital assets by program and type as of the beginning and end of the fiscal year, including appropriate information regarding accumulated depreciation, as well as current fiscal year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the fiscal year;
10. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of June 30;
11. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the fiscal year, increases and decreases and the purpose for which the short-term debt was issued;
12. Information regarding long-term balances as of the beginning and end of the fiscal year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premium and discounts for additions should be identified separately. Copies of amortization schedules that distinguish between principal and interest for each outstanding issue must also be provided.
13. Information to support necessary modified accrual and accrual adjustments at June 30;
14. Information regarding transfers and advances by fund including the amount and purpose for each transfer; and
15. Management's Discussion and Analysis

We are responsible for conducting the engagement in accordance with SSARSs issued by the AICPA.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

We will render such accounting and bookkeeping assistance as we find necessary for the preparation of the financial statements and as may be arranged with you or your authorized employees. The School District's Treasurer will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and for making all management decisions with respect to the services.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

The assistance to be supplied by your personnel in the preparation of schedules and analyses of accounts will be discussed and coordinated with Dave Forrest, Treasurer. The timely and accurate completion of this work is an essential condition to our completion of the engagement and issuance of our compilation report. Our report on the financial statements is presently expected to read as follows:

We have compiled the accompanying basic financial statements of the Revere Local School District as of and for the year ended June 30, 201X. We have not audited or reviewed the accompanying basic financial statements and, accordingly, do not express an opinion or provide any assurance about whether the basic financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the basic financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of basic financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the basic financial statements.

The Management's Discussion and Analysis on pages X through XX is not a required part of the basic financial statements but are supplementary information required by the accounting principles generally accepted in the United States of America. We have compiled the supplementary information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

Our fee for these services will be \$9,500 (includes an additional one-time fee for implementation of GASB Statement No. 68), \$9,200 and \$9,400 per year for the years ending June 30, 2015, 2016 and 2017. Interim billings will be submitted as work progresses and as expenses are incurred. We will submit our final bill for our services promptly upon rendering the report. Billings are due upon submission. This fee estimate may be subject to adjustments based on unanticipated changes in the scope of our work, such as the implementation of new accounting pronouncements. Additional billings will be submitted in the situation where the information requested is not provided on the agreed upon time line, or if inaccurate information is provided thus creating inefficiencies upon submission. All other provisions of this letter will survive any fee adjustment. If fees become more than 90 days past due, we will discontinue work on your account until the balance is paid in full.

In the event we are requested or authorized by the School District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the School District, the School District will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You understand that compiled financial statements are not appropriate for inclusion in a public or private offering of debt or equity securities. Accordingly, you agree not to include our report[s] or make reference to us in any way in any public or private securities offering.

If you intend to publish or otherwise reproduce the financial statements and make reference to us in any other manner, you agree to provide us with printer's proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for review and approval of such proofs or masters, and any related services to be provided to you in connection therewith, will be established with you at the time such services are determined to be necessary or appropriate.

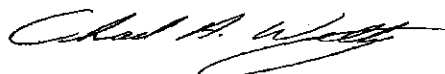
The School District and Rea and Associates, Inc. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by Rea and Associates, Inc. or the date of this arrangement letter if no report has been issued. The School District waives any claim for punitive damages. Rea and Associates, Inc.'s liability for all claims, damages, and costs of the School District arising from this engagement is limited to the amount of fees paid by the School District to Rea and Associates, Inc. for the services rendered under this arrangement letter.

This letter constitutes the complete and exclusive statement of the agreement between Rea and Associates, Inc. and the Revere Local School District, superseding all proposals oral or written and all other communications, with respect to the terms of the engagement between the parties.

Revere Local School District
Arrangement Letter
Page 5

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. Should you have any questions concerning this letter, please do not hesitate to contact Chad Welty, CPA by email at chad.welty@reacpa.com or by phone at 330-722-8222.

Sincerely,



Chad A. Welty, CPA
Principal
Rea & Associates, Inc.

We desire Rea & Associates, Inc. to perform the services described above and agree to the terms and conditions set forth in this letter.

Revere Local School District

Name

Title

Date