

CONTRACT OF SUPERINTENDENT  
(R.C. §3319.01)

This Contract is entered into by and between the Board of Education of the Columbus City School District, hereinafter called the “Board,” and Dr. Angela Chapman, hereinafter called the “Superintendent,” who upon the following considerations, do hereby agree as follows:

1. TERM

The Board hereby employs the Superintendent, and the Superintendent hereby accepts employment, as Superintendent of Schools, a full-time, twelve (12) month position, for a term commencing on July 1, 2023, and ending July 31, 2026.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

A. Certification/Licensure

The Superintendent shall hold and maintain throughout the term of this Contract a valid Superintendent’s certificate or license issued by the State of Ohio. Failure of the Superintendent to maintain proper certification shall cause this Contract to be null and void.

B. Duties

The Superintendent shall be the Chief Executive Officer of the school system in accordance with R.C. §3319.01 and shall have, under the direction of the Board, general supervision and management of all of the Board’s schools and all the personnel in various departments of the school system. The Superintendent shall perform those duties set forth in the laws of the State of Ohio, the rules and policies of the Ohio Department of Education, and the policies of the Board (which policies the Board may modify at its sole discretion; reserving, however, to the Superintendent those legal powers specifically vested in the Superintendent by law). In furtherance and not in limitation of the authority granted by the written policy of the Board or the laws of the State of Ohio, the Superintendent shall:

- direct and assign teachers and other employees of the schools under her supervision,
- assign pupils to grade levels and buildings,
- recommend all certificated personnel and supervisors for initial employment,
- select and promote other employees subject to the approval of the

Board, and make recommendations with respect to the re-employment, non-re-employment, layoff, and termination of existing certificated employees, administrators and supervisors,

- serve as the primary spokesperson for the District in dealing with the public and the news media,
- have the initial authority to receive and respond to complaints regarding District staff or operations,
- from time to time suggest regulations, rules and procedures deemed necessary for the well-being of the District, and
- perform all duties incident to the office of Superintendent as reflected in the job description and such other duties as may be prescribed by the Board from time to time.

In performing these duties on behalf of the Board, the Superintendent shall have the authority to consult with legal counsel or other professional advisors as may be reasonably necessary, subject to any limitations imposed by the Board.

It is expressly understood and agreed that the performance of the duties of Superintendent may require the Superintendent to work outside normal business hours and at non-school locations. The Superintendent shall have the right to attend all public Board meetings and all public Board and citizen committee meetings, and provide administrative recommendations on each item of business considered by those groups. The Superintendent, in her discretion, and to the extent permitted by law, may delegate to other personnel employed by the Board the exercise of any powers and the discharge of any duties imposed upon the Superintendent. The delegation of any power or duty, shall not, however, relieve the Superintendent of responsibility for the action taken under such delegation.

The Superintendent shall devote her time, attention and energy to the business of the District. However, the Superintendent may engage in teaching, lecturing, writing, consulting, testifying, and serving on education-related committees or boards provided such activities do not interfere with the business of the District. While engaging in such activities, the Superintendent shall not be deemed to be an employee or agent of the Board. The Superintendent may use professional growth days or vacation days for this purpose. The Superintendent shall be responsible for making any financial disclosure reports required by law and for assuring compliance with any applicable legal restrictions relating to the receipt of honoraria.

3. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of the Superintendent through her participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board, including executive coaching and media training; and
- D. Teaching, lecturing, writing, consulting, testifying, serving on education-related committees, or serving as a mediator or referee in education-related matters.

The Board shall allow up to ten (10) days annually with pay for the Superintendent to participate in such professional growth activities, and shall pay for the reasonable and necessary fees, tuition, travel, food and lodging expenses incurred by reason of such participation from amounts appropriated by the Board for such purposes. Additional release time for professional growth activities may be granted by the Board President upon the request of the Superintendent.

4. SALARY

The Board shall pay the Superintendent during the term of her contract an annual salary of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) effective July 1, 2023. This salary shall be paid in installments in the same manner as other administrators. As provided by Ohio law, this salary may be increased, but not decreased, during the term of this Contract, except pursuant to a uniform plan affecting all employees of the District.

The Board shall review the Superintendent's salary annually following the Superintendent's annual evaluation.

5. OTHER COMPENSATION AND BENEFITS

In addition to the salary provided herein, the Board shall provide:

- A. The annual premium for term life insurance policy(ies) designated by the Superintendent and approved by the Board, with total coverage of two times the salary identified in paragraph 4 above on the Superintendent's

life during the course of this Contract.

- B. Medical and dental insurance for the Superintendent and family and sick leave as those benefits are made available to all other administrative personnel. The Superintendent shall be credited with her sick leave balance with the District.
- C. The Board shall provide the Superintendent with a mobile smart phone, laptop computer, a printer and other necessary and appropriate technology for her use on District business, and any monthly charges associated therewith.
- D. Paid holidays as provided for other twelve (12) month employees;
- E. Vacation leave of thirty-five (35) days per year granted at the beginning of each contract year, exclusive of holidays established by the school calendar, with total accumulation of all accrued and unused vacation leave not to exceed ninety (90) days. The Superintendent shall be credited with her vacation leave balance with the District. The Superintendent may request in writing to be paid for up to ten (10) unused vacation days earned in the immediately preceding contract year, the daily rate to be the per diem rate from her contract in effect as of the immediately preceding July 31st. The Superintendent will submit the written request to the Board President, who shall approve it and forward it to the Treasurer for payment if such accrued but unused days exist as of the date of approval. Vacation accumulated under the terms of this contract shall be paid out in accordance with Ohio law.
- F. Three (3) paid personal leave days per year;
- G. Membership dues and monthly services fees annually to no more than four (4) professional and two (2) civic organizations such as the American Association of School Administrators, the Buckeye Association of School Administrators, the Grant Fitness Center, and the Rotary Club International, and other memberships or affiliations mutually agreed upon by the Superintendent and the Board President;
- H. In accordance with Internal Revenue Code Section 414(h)(2), the Board agrees to pick up and pay the Superintendent's required contribution to the State Teachers Retirement System ("STRS"). Any such pick-up shall be a "fringe benefit" pick up of the entire amount of the employee contribution which the Superintendent is required to contribute to STRS, based upon her contract salary and other compensation as herein provided. In furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of any such fringe benefit pick-up directly to STRS as an employee contribution of the Superintendent and in lieu of an equal amount of her

contract salary being paid to STRS as an employee contribution; and the Superintendent shall not have the option of receiving cash in lieu of the fringe benefit. The amount of any fringe benefit pick-up in the Contract shall not be considered as compensation of the Superintendent for purposes of R.C. §3307.01(L);

- I. Upon specific prior approval of the Board, tuition, fees and books for additional education;
- J. Any such other or further benefits which the Board now provides, or hereinafter provides, to all regularly appointed full-time certificated administrative employees of the Board;
- K. Pay the Superintendent's employee share of Medicare contributions on her behalf;
- L. During each month of this Contract, the Board shall contribute eight hundred dollars (\$800.00) on behalf of the Superintendent to an annuity contract, custodial account which is tax qualified under IRC Section 403(b), or such other tax sheltered account ("TSA") as the Superintendent may elect, and as permitted by law. The Board shall not have any responsibility with respect to its investment performance or any other matter relating thereto the TSA, including the insolvency of the TSA provider. The Superintendent acknowledges that payments to a TSA will be treated as salary reduction contributions of the Superintendent for federal income tax purposes and shall be subject to the maximum annual limitations on salary reduction contributions to a TSA that are described in applicable federal tax law for the calendar year in which the contribution is made; and if the monthly contribution cannot be paid because of such limits, it shall be paid in cash to the Superintendent. Upon request of the Superintendent, and as permitted by law, the Board shall withhold and transfer additional portions of the Superintendent's salary to a TSA; and
- M. For purposes of this Contract where a daily or per diem rate is required, the daily or per diem rate shall be determined by dividing the total annual salary by two hundred thirty (230) days.

6. PROFESSIONAL LIABILITY

- A. The Board will provide professional liability protection for the Superintendent from liability from claims, suits, actions and legal proceedings brought against the Superintendent in her official capacity and as an agent or employee of the School District and while acting within the scope and course of said employment.
- B. The Board further will defend, indemnify, and hold harmless the

Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual or official capacity as agent and employee of the Board, arising from acts or omissions occurring while the Superintendent was acting within the scope and course of her employment. The Board may defend the Superintendent from criminal charges against her if such charges are based on conduct occurring in the scope of employment and in the good-faith belief that the conduct was lawful and in the best interests of the School District. The above provisions shall not be construed so as to provide personal liability for any individual member(s) of the Board to defend or indemnify the Superintendent against such demands, claims, suits, actions and legal proceedings.

7. EVALUATION

Evaluation by the Board of the Superintendent's performance of her duties as Superintendent and any renewal or extension of this Contract, shall be in accordance with R.C. §3319.01 and any amendments or successor provisions thereto.

The Superintendent will be evaluated consistent with Board Policy 1240 using the Ohio Superintendent Evaluation System or a system mutually agreed to by the Board and the Superintendent. The Superintendent will complete a self-evaluation as a part of the evaluation process. The evaluation procedure shall not create an expectancy of continued employment.

8. TERMINATION

This Contract may be terminated before July 31, 2026, only under one or more of the following circumstances:

- A. Board action in accordance with R.C. §3319.16 or such Ohio statute related to the termination of public school teachers for cause that may be hereinafter enacted, as they may from time to time be amended.
- B. Mutual agreement of the parties with thirty (30) days advanced notice.
- C. Failure to obtain and have on file with the Board a current Superintendent certification or license. Such failure shall cause this Contract to be declared null and void.
- D. The death or disability of the Superintendent. "Disability" is defined as the inability to perform the superintendency for reasons of physical or mental disability. In the event of such disability, whether by illness or incapacity, the Board may immediately terminate this Contract by providing the Superintendent with written notice at any time after she has (1) exhausted

her accumulated sick leave and such other leave as may be available to her and (2) is unable to perform the essential functions and responsibilities of the superintendency as set forth in the Board's job description for an additional continuous period of six (6) months. All obligations of the Board under this Contract shall cease upon such termination.

If a question exists concerning the capacity of the Superintendent to perform the essential functions and responsibilities of her position as Superintendent, the Board will require the Superintendent to submit to a medical examination to be performed by a mutually agreed upon physician chosen by the Board and the Superintendent licensed to practice medicine in Ohio. This examination shall be done at the expense of the Board. The physician's report shall be limited to the issue of whether the Superintendent is able to perform the essential functions and responsibilities of the superintendency as set forth in the Board's job description.

- E. Upon voluntary resignation of the Superintendent, prior to the end of the Contract term and the acceptance of the same by the Board.

9. **BOARD-SUPERINTENDENT COMMUNICATIONS**

- A. No later than September 30, 2023, the Board and Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Board and Superintendent shall review the agreed-upon process and procedures and determine whether any changes are needed.
- B. The Board shall bring to the Superintendent's attention any suggestions, issues, and concerns regarding the operation of the District for her study, review, and resolution, if necessary.

10. **RESIDENCY**

The Superintendent shall establish and maintain her primary place of residence within the Columbus City School District no later than August 31, 2023.

11. **STRS OBLIGATIONS**

The Superintendent agrees that she has been notified of and accepts her duties and obligations under R.C. Chapter 3307 relating to the State Teachers Retirement System (STRS).

12. **ANNUAL MEDICAL EXAMINATION**

The Board agrees to pay the reasonable and necessary costs for a complete annual

medical examination of the Superintendent by a physician of her choice, once each calendar year.

13. SAVINGS CLAUSE

If any portion of this Contract is ruled to be illegal due to conflict with state or federal law, the remainder of the Contract shall remain in full force and effect for the full duration thereof.

14. CONSTRUCTION AND MODIFICATION

The construction and operation of this Contract shall be in accordance with the laws of the State of Ohio and shall not be modified except by written consent of the parties hereto. Except as otherwise specified herein and to the extent allowed by law, this Contract supersedes all Board policies and guidelines that are specifically in conflict with this Contract, as well as any prior agreement, arrangement, or communication, whether oral or written, between the parties concerning such subject matter.

WHEREFORE, the parties, both having had the assistance of legal counsel of their choosing, have indicated their agreement to the above terms by affixing their signatures below. Approval of this Contract is found in the minutes of the public meeting of the Board of Education held on the 20th day of June 2023.

SUPERINTENDENT

BOARD

\_\_\_\_\_  
Dr. Angela Chapman

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date