

CONTRACT OF SUPERINTENDENT

(O.R.C. 3319.01)

This contract is entered into this 17th day of December, 2025 by and between the BOARD OF GOVERNORS OF THE MID-OHIO EDUCATIONAL SERVICE CENTER, hereinafter called “Board of Governors,” and Kevin D. Kimmel, hereinafter called “Superintendent,” upon the following considerations:

WHEREAS the Board of Governors and Superintendent believe that a written employment agreement serves to enhance administrative stability and effectiveness by improving communications within the management structure of the Educational Service Center “ESC”, and

WHEREAS the Board of Governors and Superintendent further believe that the educational program of the ESC will benefit directly from a Board of Governors-Superintendent relationship in which the respective roles of the parties are clearly defined and in which the Superintendent is provided the resources necessary for the effective administration and implementation of Board of Governors policies;

NOW, THEREFORE, the Board and Superintendent, in consideration of the foregoing, do hereby agree as follows:

1. TERM

Board hereby employs Superintendent, and Superintendent hereby accepts employment as Superintendent of The Mid-Ohio ESC for a term commencing on January 1, 2026 and ending on July 31, 2029. Each full contract year shall consist of 250 days, including 35 annual vacation days, pro-rated for any partial contract year.

Notwithstanding the above, any per diem calculation of pay (i.e. severance, vacation payout, etc.) which may be required shall be based upon a 215 day work year (250 days minus the annual allotment of 35 vacation days)

2. PROFESSIONAL LICENSURE AND RESPONSIBILITIES

A. Licensure

Superintendent shall hold and maintain throughout the term of this Agreement a valid superintendent's license issued by the State of Ohio. If further training is required to maintain licensure, the Board will pay or reimburse the tuition costs for such training up to six (6) semester hours within any one academic year.

B. Duties

Superintendent shall be the Chief Executive Officer of the Educational Service Center and shall have, under the direction of the Board of Governors, general supervision and management of all the offices, departments and all the personnel in various locations of the Educational Service Center service area, except for those parts of the organization's fiscal office that are excluded by policy and Ohio

Revised Code. Superintendent shall perform those duties set forth in, and be subject to, the written policy of the Board of Governors, reserving, however, 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 of Governors or the laws of the State of Ohio, and to the extent such duties are not the responsibility of another Superintendent or the Treasurer under law, Superintendent shall direct and assign teachers and other employees of the Educational Service Center under his supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and non-instructional, as best serves the Board of Governors, shall select all personnel for initial employment and make recommendations with respect to the re-employment, non-re-employment, layoff, and termination of existing employees, shall serve as the primary spokesperson for the Educational Service Center in dealing with the public and the news media, shall have the initial authority to receive and respond to complaints regarding Educational Service Center staff or operations, shall from time to time suggest regulations, rules and procedures deemed necessary for the wellbeing of the Educational Service Center and, in general, perform all duties incident to the office of superintendent and such other duties as may be prescribed by the Board of Governors from time to time. In performing these duties on behalf of the Board of

Governors, 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 of Governors.

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

3. PROFESSIONAL GROWTH

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

A. The operations, programs and other activities conducted or

sponsored by local, state and national school administrator and Board of Governors associations;

- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the Board of Governors.
- D. The Board of Governors will pay the dues of the Superintendent for membership in the following professional organizations:
 - American Association of School Administrators
 - Buckeye Association of School Administrators
 - Association for Supervision and Curriculum Development

In its encouragement, the Board of Governors shall allow the Superintendent to participate in such professional growth meetings, activities, and shall pay for the reasonable and necessary fees, tuition, travel, food and lodging expenses incurred by reason of such participation in accordance with Board of Governors policy and practice.

Superintendent shall not be obligated to the Board of Governors for the portion of any dues attributable to the period following separation from employment.

4. SALARY

The Board of Governors shall pay the Superintendent an annual salary of One Hundred Sixty-Seven Thousand Six Hundred Twelve Dollars (\$167,612.00) in equal installments in the same manner as other licensed employees, pro-rated for any partial contract year of August 1 through July 31. 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 Educational Service Center.

A. Incremental Salary

It is understood between the parties that salary increments shall be considered annually following evaluation of the Superintendent by the Board. Any adjustment in salary made during the term of this contract shall be an addendum to this contract, subject to the terms and conditions set forth herein and such adjustments or modifications shall not be considered as a new contract nor as any extension of the term of employment unless expressly provided by the Board of Governors.

B. Insurance Refusal

The Board of Governors may also provide an Insurance Refusal Option to allow for the payment to the Superintendent of an amount equal to 100% of the premium for family medical insurance coverage, to be paid annually during the insurance refusal period each year, in addition to the Superintendent's

regular salary. If at any time the Superintendent wishes to participate in the insurance program offered by the District, this Insurance Refusal Option payment will be the difference of the family plan premium and the selected insurance plan premium.

C. Performance-Based Annuity Benefit

The Board of Governors may pay on behalf of Superintendent an annuity of up to 5% of his annual salary if he successfully performs the duties set forth in his job description and achieves identified Educational Service Center objectives, as determined by the Board of Governors.

The Board of Governors shall purchase such annuity from the agent, broker or company designed by Superintendent, subject to the restrictions permitted by Section 9.91 of the Ohio Revised Code. The annuity shall be the property of Superintendent both before and after separation from employment. It is the intention of the parties that the amounts paid for such tax-sheltered annuity be included in Superintendent's compensation for retirement purposes.

D. Longevity Incentive

The Board shall procure and directly pay the full premium for a tax-sheltered annuity policy for the benefit of the Superintendent,

the cost or value which is as follows: 1% of base salary to be paid in August of each year of the contract.

The annuity shall be subject to the restrictions permitted by section 9.91 of the Ohio Revised Code and set up through the designation of the Superintendent. The Policy shall be the property of the Superintendent both before and after separation of employment. It is the intention of both parties that the amounts paid for such tax-sheltered annuity shall be included in the Superintendents compensation for retirement purposes.

- E. To pay the Superintendent for lost State Teachers' Retirement System ("STRS") retirement pension (not to exceed 2 months) as a result of his immediate return to work following retirement. Such payment shall be made upon receipt of proof of service retirement and shall be paid to him in the subsequent 2nd pay of the month.

5. OTHER COMPENSATION AND BENEFITS

The Superintendent shall receive:

- A. Health, dental, vision and life insurance package equal in cost and benefit structure applicable to other Mid-Ohio ESC employees;
- B. fully-paid STRS contributions and pick-up on the pick-up, as is set forth in paragraph 13 of this Contract. To the extent the payment of any form of

compensation or benefit is determined to be illegal due to a change in legislation or not counted as compensation for retirement purposes as determined by STRS, the Board shall pay the Superintendent an equivalent amount in the form of base salary, at the request of the Superintendent;

C. standard federal mileage rate;

D. other fringe benefits applicable to other Administrators; and

E. upon separation of employment, the Superintendent may request to receive separation pay equal to 25% of the employee's sick days accumulated and unused while employed as the Superintendent. The separation pay will be paid at the current per diem rate of pay (work days less vacation and holidays) and will extinguish the sick leave accumulation that was accrued as Superintendent during this contract period.

Fringe benefits may be amended from time to time during the term of this contract.

6. VACATIONS AND HOLIDAYS

The Superintendent shall receive vacation leave in the amount of thirty-five (35) days of vacation each year on August 1. Vacation leave days shall be fully paid leave and may be used at the discretion of the Superintendent barring extraordinary and compelling circumstances requiring the continued presence of the Superintendent at his place of work.

Any remaining days may be carried over to the following year or up to ten (10) days may be exchanged for payment at the Superintendent's then per

diem rate per contract year. Any vacation leave exchanged for payment in this manner shall be eliminated and shall not be carried over into the following year. There shall not be more than seventy-five (75) days in total at any one time accumulated by the Superintendent at August 1, of any contract year.

Unused vacation days shall be paid to the Superintendent at the time of separation at the current rate of compensation. In the event of the death of the Superintendent, such shall be paid to the estate in accordance with the Ohio Revised Code.

7. EXPENSES

A. Transportation

In light of the unique nature of the professional duties of the Superintendent, which require attendance at many meetings and functions at different school buildings, at non-school locations, and after normal business hours. The Board of Governors shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties of employment under this contract subject to limitations as provided by law and Board Policy. Such mileage reimbursement shall be paid at the prevailing IRS rate, upon Mid-Ohio ESC mileage request forms signed by the Superintendent, along with accompanying verification documentation such as Mapquest or Google Map print-outs and

submitted to the Treasurer.

B. Educational Reimbursement

In order to encourage professional growth and to assist the Superintendent to more effectively perform his duties under this contract, Superintendent shall be entitled to an annual (contract year) reimbursement of up to Two Thousand Dollars (\$2,000) for education- and management-related books, journals, periodicals, fees, software, and electronic devices. Also included in this reimbursement are any expenses related to internet service plan for Superintendent's use at his home for performance of work duties, payable upon proof of receipt. Superintendent will also have the option of using an internet hotspot or mifi device provided by the district, in lieu of reimbursement.

C. Mobile Communications Allowance

The Board shall pay to Superintendent a fixed monthly allowance of One Hundred Dollars (\$100.00) to help defray costs incurred by Superintendent in procuring, using, and maintaining a mobile telephone and/or other mobile electronic communications devices for use in connection with his official duties, including related electronic and/or network equipment. Any mobile communications devices and/or equipment acquired by the Superintendent shall remain his personal property at all times, and Superintendent shall be responsible for all costs incurred in the use and maintenance of

same. The Superintendent shall not be required to provide documentation as to usage or costs.

8. PROFESSIONAL LIABILITY

- A. The Board of Governors will provide liability insurance coverage protecting Superintendent from liability arising from claims, suits, actions, and legal proceedings brought against Superintendent in his official capacity and as an agent or employee of the Educational Service Center, or brought against Superintendent in his individual capacity whenever such claims, suits, actions, or legal proceedings are based upon the alleged acts or omissions of Superintendent in the course of his employment in the Educational Service Center. The minimum amount of such coverage shall be \$1 million per occurrence/\$3 million aggregate. This paragraph shall not be construed to require the purchase of additional insurance if a general Educational Service Center liability policy is already in effect meeting all of the foregoing requirements.

- B. As set forth under R.C. 2744.07, the Board of Governors will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual or official capacity as agent and employee of the Board of Governors, arising from (1) acts or omissions of Superintendent occurring while Superintendent was acting within the scope of his employment or (2) Superintendent's

legal status as superintendent, whether or not based upon the acts or omissions of Superintendent.

- C. As set forth under R.C. 3313.203(B), the Board of Governors shall defend Superintendent from criminal charges against him 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 Educational Service Center.
- D. The obligation of the Board of Governors to defend, indemnify, and hold harmless the Superintendent shall extend to the amount of any damages awarded and also to any reasonable expenses, including attorney fees, which may have been incurred by Superintendent in the course of his defense. This obligation shall survive this Contract and continue after Superintendent's separation from employment in the Educational Service Center. The Board of Governors will make every good-faith effort and take all lawful measures within its authority to appropriate the funds necessary to meet its obligations as set forth above.
- E. In actions where the Board of Governors and Superintendent are co-defendants in any legal proceeding in which the Educational Service Center's liability carrier is providing a defense, and Superintendent reasonably believes that there may be a divergence of interests with

respect to the defense of the claim or charge, the Superintendent may properly request, and the Board will not oppose, the appointment of separate counsel by the liability carrier; provided, however, that such appointment of separate counsel will be upon the approval of, and subject to the requirements of, the liability carrier. Nothing in this paragraph shall be construed to require the Board of Governors to appoint or pay for independent counsel not assigned by the liability carrier, or to take any action which would impair or diminish the Educational Service Centers liability coverage. Likewise, nothing in this paragraph shall be construed to limit the Board of Governors' statutory and contractual obligation to provide the Superintendent with defense and indemnification as set forth in the paragraph immediately above.

- F. Nothing in this section entitled "Professional Liability" shall be construed so as to create a personal responsibility or liability on the part of any individual member of the Board of Governors to defend or indemnify Superintendent against the above-described demands, claims, suits, actions and legal proceedings.

9. PERSONAL SECURITY

Whenever the life or safety of the Superintendent or his family is threatened, or there are reasonable grounds for believing that Superintendent or his family are in danger as a result of Superintendent's

status or performance of job duties, the Board of Governors may pay or reimburse the reasonable costs incident to the implementation of appropriate security measures for the period of such imminent danger. Such security measures may be implemented, as necessary, at either the office of the Superintendent, his personal residence, or both.

10. MEDICAL EXAMINATION

If so requested by the Board of Governors, or at the election of the Superintendent, Superintendent shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of Superintendent's choosing, which examination shall not be conducted more than once in any calendar year except by mutual agreement. When such an examination is performed, the physician or physicians shall submit a written statement to the Board of Governors which is limited to the conclusion as to whether Superintendent is physically and mentally capable of performing the duties of his office. The actual medical report of the examination shall become the property of the Superintendent and shall remain confidential as between the physician(s) and the Superintendent. The cost of the medical examination and the report shall be borne by the Board of Governors.

If the physician's statement declares that Superintendent is not capable of performing his job duties, it is agreed that the Board of Governors may proceed with the appointment of a superintendent pro tempore pursuant to

Section 3319.011 of the Ohio Revised Code.

11. EVALUATION

The Board of Governors shall evaluate Superintendent annually in accordance with Section 3319.01 of the Ohio Revised Code and its adopted policies, guidelines and procedures. Such evaluation shall be considered by the Board of Governors in determining any increase to salary and deciding whether to renew the Superintendent's contract.

12. TERMINATION

This contract shall be terminated by resignation, retirement, or termination for cause pursuant to Sections 3319.01 and 3319.16 of the Ohio Rev. Code.

13. STRS OBLIGATIONS

The parties acknowledge that the Superintendent is a STRS retiree. The Superintendent agrees that he has been notified of and accepts his duties and obligations under Chapter 3307 of the Ohio Revised Code, relating to STRS. During the term of this contract, STRS pick-up shall be a condition of Superintendent's employment and shall not be at the Superintendent's option. It is the intention of the parties that this pick-up amount be included in Superintendent's compensation for the purpose of calculating retirement benefits. It is also the intention of the parties that this pick-up together with contributions on the pick-up, be made with respect to all amounts paid under this contract which are recognized by STRS as compensation for

retirement purposes.

14. SAVINGS CLAUSE

This Contract shall be subject to and construed according to the laws of the State of Ohio. Any provisions hereof which are declared invalid or unenforceable by legislation action or judicial ruling shall be severed from this Contract and the remaining terms shall continue in full force and effect.

15. COMPLETE AGREEMENT

This document sets forth the complete agreement between the parties and shall not be varied or amended except in a written addendum signed by both parties and pursuant to a properly adopted resolution of the Board.

WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below:

SUPERINTENDENT

MID-OHIO EDUCATIONAL SERVICE
CENTER BOARD OF GOVERNORS

Kevin D. Kimmel

Board President

Date above signed:_____

Date above signed:_____

Treasurer

Date above signed:_____