

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT by and between MARK A. ROBINSON
EDUCATION of the NILES CITY SCHOOL DISTRICT, Trumbull County, Ohio,
(hereinafter referred to as the "Board"), pursuant to a resolution duly adopted by the
Board on May 31, 2011.

WHEREAS, the Board of the Niles City School District, Trumbull County, Ohio,
is empowered and required to appoint a qualified person to act as Superintendent of
the public schools in the District; and

WHEREAS, the Board has determined that MARK A. ROBINSON is fully
qualified for and is willing and able to perform the duties of Superintendent; and

WHEREAS, MARK A. ROBINSON has been notified by the Treasurer as
required by ORC 3307.58 of his duties and obligations under ORC Chapter 3307 with
regard to the State Teachers Retirement System, as a condition of employment;

BE IT THEREFORE RESOLVED by the Board of Education of the Niles City
School District, Trumbull County, Ohio pursuant to ORC 3319.01, that:

ARTICLE 1 - TERM OF EMPLOYMENT

Mark A. Robinson (hereinafter referred to as "Superintendent") is appointed and
employed to serve as the Superintendent of the Niles City School District for a term of
three years, commencing August 1, 2011, and ending July 31, 2014.

ARTICLE 2 - DUTIES

The Superintendent shall perform the duties of the Superintendent of Schools in
and for the public schools in the District as prescribed by the laws of the State of Ohio
and by the policies, rules and regulations made thereunder by the Board.

The administration of instruction and business affairs will be lodged with the
Superintendent and administered by him with the assistance of his staff. Subject to the
provisions of ORC § 3313.31 (B), the responsibility for the recommendation, placement
and transfer of personnel shall be vested in the Superintendent and his staff. The
School Board, individually and collectively, will refer promptly all criticisms,
complaints and suggestions called to its attention, to the Superintendent for study and
recommendation.

ARTICLE 3 - COMPENSATION

The Board, in consideration of the services to be rendered by the Superintendent, hereby agrees to pay him compensation in the form of base salary, fringe benefits provided in this section and other compensation as provided herein. Any adjustments in compensation may be increased but not reduced during the term of this contract.

A. Base Salary

Effective August 1, 2011 through July 31, 2012, the Superintendent's base salary shall be no less than ONE HUNDRED THOUSAND ONE HUNDRED TEN AND SIX HUNDRED (\$110,600.00) DOLLARS. During the second and third years of the Contract, a reopener clause for salary consideration purposes is available to the Board or Superintendent upon written request of either party prior to June 1 in the respective year. Such compensation may not be reduced except as part of a uniform plan affecting all employees in the District. Any adjustment of compensation made during the life of this contract shall be in the form of an amendment and shall become a part of this Contract. Said compensation shall be payable in equal installments at the same time and in the same manner as other full-time twelve-month administrative employees of the Board (unless provided herein otherwise).

B. STRS Contributions

The Board shall pay the employer's share of STRS contributions as required by law. In addition, the Board agrees to pick up (pay directly) all of the Superintendent's required contribution to the State Teacher Retirement System ("STRS") plus all retirement contributions on this picked up amount. Such pick-up will be a "fringe benefit" pick-up of the entire amount of the member contribution which the Superintendent is required to contribute to STRS, based upon the base salary, ancillary compensation, and the goal achievement incentive, as provided in Article 8(A) and (B) of this Contract, and all other "compensation" of the Superintendent under Ohio Revised Code ("ORC") Section 3307.01. During the term of this contract, this pick up shall be a condition of the Superintendent's employment in the School District and shall not be at the Superintendent's option. It is the intention of the parties that this pick up amount be included in the Superintendent's compensation for the purpose of calculating retirement benefits. If during the term of this contract Ohio law is modified to prohibit the Board from paying the Superintendent's STRS employee contribution as

a fringe benefit pick-up (i.e., in accordance with the above paragraph), the salary of the Superintendent shall be increased by ten percent (10.0%) and the pick-up provided for by this contract provision shall be converted to a "salary reduction" type of pick-up under Section 414 (h) of the Internal Revenue Code.

C. Medicare Contributions

The employer shall pay the employer's share of the Medicare contribution in the amount of 1.5%. In addition, the employer shall pick up (pay directly) the employee's contribution to Medicare in the amount of 1.45% or other full amount if revised in law. During the term of this contract, this pick up shall be a condition of the Superintendent's employment in the School District and shall not be at the Superintendent's option. If during the term of this contract Ohio law is modified to prohibit the Board from paying the Superintendent's employee share of Medicare, the salary of the Superintendent shall be increased by 1.5%. *not in addend*

D. Per Diem Rate

Calculations of the Superintendent's per diem rate of pay shall be based upon the TOTAL compensation of the Superintendent, including for such purposes base pay, ancillary compensation, and the additional compensation provided in Article 8 (A) and (B) of this contract but excluding the amounts set forth in Article 3 (B) and (C). The per diem rate shall be calculated by dividing the total compensation by the 260 days defined for the work year.

E. Work Year

The Superintendent's work year shall consist of two hundred (260) days, inclusive of thirteen (13) holidays and twenty-five (25) vacation days. In addition, THE SUPERINTENDENT shall receive the sick leave, emergency leave, personal leave and other professional leave(s) granted to administrators in the School District.

ARTICLE 4 - EXECUTION OF CONTRACT

The Board hereby authorizes and directs the President of the Board of Education and the Treasurer to execute the Contract of employment attached hereto and incorporated herein by reference on behalf of the Board; and said Treasurer and President of the Board and the Superintendent shall execute the certificate required by ORC 5705.412.

ARTICLE 5 - LEGAL REQUIREMENTS

It is hereby found and determined that all formal actions of the Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board in full compliance with all legal requirements, including ORC 121.22.

The Superintendent will furnish throughout the life of this Contract a valid and appropriate license to act as Superintendent of Schools in the State of Ohio as directed by the School Board.

ARTICLE 6 - EVALUATION

The Board and the Superintendent shall annually establish goals and objectives for the Superintendent. The Board shall annually evaluate the Superintendent by conducting no less than one (1) executive session per year at either a regular or special meeting of the Board for the express purpose of discussing his performance and a discussion of the working relationships between the Superintendent and the Board. Additional evaluation sessions may be held at the request of either party.

ARTICLE 7 - FRINGE BENEFITS

A. Health Care, Major Medical, Vision, Dental Insurances

The District will pay ninety (90%) percent of the annual insurance premium for such hospital and surgical benefits, major medical insurance, vision care, dental care and prescription coverage and the Superintendent shall pay ten (10%) of the annual insurance premium for such coverage.

If the Superintendent declines the District's health insurance coverage (single & family) upon initial acceptance of this Contract, he shall receive a one-time waiver payment in the same amount, if any, as provided to other employees of the District and at the same time during the year as any such payment is provided to other employees of the District. The Superintendent will receive an added annual waiver amount, in the same amount as provided to other employees of the District and assuming such waiver amount is provided to other employees of the district, if he declines health insurance coverage (single & family) during the annual enrollment period in the subsequent years of this Contract. Such payment shall be made at the same time and upon the same terms as with other employees of the District.

B. Vacation

On August 1 of each year of this Contract, the Superintendent will have available twenty-five (25) days of vacation annually, exclusive of legal holidays. Vacation shall be taken within twelve (12) months of the year or other period of time in which it is earned, but shall be accumulative if unused. However, the Superintendent must take ten (10) days of vacation (out of the office) in each year of the Contract. The Superintendent may elect to receive compensation in the current year for vacation earned, not to exceed fifteen (15) days, but unused, at the rate of pay in effect at the time of payment. The Board of Education agrees to compensate the Superintendent when he leaves office or to pay to his estate upon his death in office for accumulated but unused vacation leave to a maximum of thirty (30) days. *roll over 10 - 10 - 10*

C. Sick Leave

The Superintendent is entitled to transfer sick leave days accumulated from prior employment. All sick leave accumulated prior to the date of this Contract shall be carried forward to this Contract. On August 1 of each year of this Contract, the Superintendent will have available fifteen (15) days sick leave annually. Unused sick leave shall be cumulative to the maximum number of four hundred (400) days.

D. Severance Pay

Following separation from employment from the District, the Superintendent shall be paid for the total amount of his accumulated but unused vacation days, and upon his retirement from service and receipt of benefits from the State Teachers Retirement System, ten percent (10%) of his accumulated but unused sick leave. Such payment shall be made within thirty (30) days of such retirement. Should the Contract be renewed, payment for the Superintendent's accumulated but unused sick leave upon retirement shall be at the rate of thirty percent (30%). All payments of unused vacation days and severance pay under this paragraph D shall be based upon the Superintendent's per diem rate in effect at the termination of employment, calculated in accordance with Article 3, D of this Contract. One-half (1/2) of all amounts due under this Paragraph shall be made within thirty (30) days of the date of separation from employment. The remaining amount will be paid twelve (12) months following the Superintendent's separation from employment.

If the employment of the Superintendent is terminated on account of death or the Superintendent dies after separation from employment but prior to receiving payment of his severance pay, payments shall be made to the Superintendent's surviving spouse (if any); and if there is no surviving spouse, payment shall be made to the estate of the Superintendent.

ARTICLE 8 - OTHER BENEFITS

A. Ancillary Responsibilities Compensation

It is recognized that the duties of the Superintendent, being executive in nature, will require the Superintendent's work and attention during other than normal business hours, on weekends and even an occasional holiday. To facilitate his performance of the unique duties required of the position of Superintendent, the Board agrees to pay as additional compensation an amount equal to .01 (1%) of the Superintendent's base salary described above in Article 3, A. This compensation shall be payable in equal installments at the same time and in the same manner as the base salary outlined in Article 3, A. above. The ancillary responsibilities compensation shall be considered as part of the Superintendent's salary for purposes of any per diem rate of pay calculations and retirement.

*no - incentive
board rule*

B. Goal Achievement Incentive

The Superintendent will receive incentive pay for achievement of goals in the amount of seven and one-half percent (7.5%) of the base compensation set forth in Article 3 (A) above. Such payment shall be included in the Superintendent's monthly compensation beginning with the month of September, 2011. This goal achievement incentive shall be payable in equal installments at the same time and in the same manner as the base salary outlined in Article 3, A. above. The goal achievement incentive shall be considered as part of the Superintendent's salary for purposes of any per diem rate of pay calculations and retirement.

C. Mileage

THE SUPERINTENDENT will be reimbursed for expenses incurred in the use of his automobile in the discharge of the duties of his employment on a mileage basis at the rate established in Board policy and in accordance with Board policy.

D. Life Insurance

THE BOARD OF EDUCATION shall acquire and pay the premiums for a term life insurance policy in the amount of TWO HUNDRED TWENTY FIVE THOUSAND AND 00/00 (\$225,000.00) DOLLARS on the life of the Superintendent during his tenure under this Contract.

E. Tuition

THE BOARD OF EDUCATION will provide tuition reimbursement for the Superintendent not to exceed two-thousand dollars and 00/00 (\$2000) per Contract year for coursework taken through accredited post-secondary institutions whether scheduled at the institution or through Internet-based, video/CD-based, or other alternative delivery methodology. Courses reimbursed must be related to education, leadership, or other job-related responsibilities of the Superintendent.

ARTICLE 9 - REIMBURSEMENT OF EXPENSES

THE BOARD OF EDUCATION shall reimburse the Superintendent for all actual and reasonable expenses incurred by him in the performance of his official duties for the Board of Education, subject to the limitation provided by law, Board policy and annual appropriations for such purposes.

ARTICLE 10 - PROFESSIONAL MEETINGS

THE BOARD OF EDUCATION shall encourage and will reimburse the Superintendent for reasonable expenses necessarily incurred in attending appropriate professional meetings at the local and state level in accordance with its policy governing employee attendance at professional meetings adopted pursuant to Section 3313.20 of the Ohio Revised Code. Where the Superintendent wishes to attend a professional meeting held outside the State of Ohio, he shall obtain the approval of the Board President before registration.

A. Professional Dues

The Board shall pay the cost of the Superintendent's membership in the following professional organizations: BASA and AASA. Upon request of the Superintendent, the Board may also approve the cost of the Superintendent's membership in other professional organizations. To qualify for payment, such

ARTICLE 17 - LIABILITY


THE BOARD agrees to provide the Superintendent with professional liability insurance as permitted by Ohio Revised Code, Sections 3313.203, 2744.07 and 2744.08.

IN WITNESS WHEREOF, the Board of Education, by its President and its Treasurer, having been first duly authorized, and the Superintendent have set their hands hereto this 31st day of May 2011.

NILES CITY BOARD OF EDUCATION


MARLENE O. RHODES, PRESIDENT


LINDA C. MOLINARO, TREASURER


MARK A. ROBINSON
SUPERINTENDENT

JUN 10 2011

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gmb