

WORTHINGTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
CONTRACT OF SUPERINTENDENT

IT IS HEREBY AGREED, in consideration of the mutual promises and covenants hereinafter set forth, by and between the Board of Education (the "Board") and Dr. Trent H. Bowers (the "Superintendent") that the Board, in accordance with its action by Resolution recorded in the Minutes of its Meeting held on the 8th day of January, 2018 hereby reemploys Dr. Trent H. Bowers as the Superintendent of Schools for a term commencing on August 1, 2019 and ending on July 31, 2024, and the Superintendent hereby accepts such employment and agrees that he shall perform the duties of Superintendent of Schools in and for the public schools of the District as those duties are prescribed by the laws of the State of Ohio, by the Policies, Rules and Regulations of the Board and by this Contract.

IT IS FURTHER AGREED by and between the Board and the Superintendent as follows:

Section 1. Definitions. As used in this Agreement:

"District" means the Worthington City School District, Franklin County, Ohio;
"Board" means the Board of Education of the Worthington City School District;
"Policy" or "Board Policy" means the duly adopted policies of the Worthington City School District as currently in effect or as hereafter amended;
"contract year" means the twelve month period between August 1 and July 31;
"daily rate of pay" means the result attained by dividing Superintendent's then-effective annual salary, along with the STRS pickup in Section 2 and the annuity contribution in Section 22(a), by two hundred nineteen (219) days.

Section 2. Salary of Superintendent; Retirement System Contribution.

The Board shall pay the Superintendent an annual salary at the rate of at least one hundred sixty-three thousand and one hundred forty-nine dollars (\$163,149) in consideration of his faithful performance of the duties of Superintendent of Schools and his service as Executive Officer for the Board.

The Board shall pay the employer's share of State Teachers Retirement System (STRS) contributions as required by law. In addition, the Board will "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution to the STRS on behalf of the Superintendent, plus all retirement contributions on the "picked-up" amount. During the term of this contract, this "pick-up" shall be a condition of the Superintendent's employment and shall not be at the Superintendent's option. It is the intention of the parties that the annuity payments amount be included in the Superintendent's compensation for the purpose of calculating retirement benefits. The STRS "pick-up" will be continued so long as it is allowed by the Internal Revenue Code, the STRS, the Ohio Revised Code and the State Attorney General.

The annual salary shall be paid in substantially equal installments in accordance with the policy and practice of the Board governing the payment of compensation to other professional staff members of the District.

Section 3. Annual Evaluation.

The Board intends, with the Superintendent's and community's input, annually to establish goals for the Superintendent consistent with the Ohio Superintendent Evaluation System (OSES) or similar framework. Prior to August 1 of each contract year in which this Contract or any extension thereof is in effect, the Board intends to review the performance of the Superintendent and provide the Superintendent with an annual evaluation of his performance, using OSES or similar framework as a significant portion of that evaluation. Any performance review may be conducted in executive session of the Board. The Superintendent shall provide such information as is necessary or appropriate to permit the Board to determine the extent to which the Superintendent's goals and objectives have been achieved or, if not achieved, the extent to which progress toward accomplishing such goals and objectives has been made. The Board shall increase the Superintendent's salary by up to 3% annually based on the aforementioned evaluation. If the Board fails to either: (1) set goals in with the Superintendent; or (2) provide a performance review as provided in the section by December 31 of each contract year, the Superintendent shall receive an increase of one and one-half (1.5%) for that contract year. Agreement of the Superintendent is not necessary in the event of a uniform reduction of salary for all employees. Nothing in this Contract creates an expectation of continued employment.

Section 4. Term.

The Board employs the Superintendent, and the Superintendent agrees to be employed as Superintendent for a five-year term from August 1, 2019 through July 31, 2024.

Section 5. Termination of Contract for Cause.

The Board may terminate this Contract of Superintendent for the reasons and pursuant to the procedures set forth in Section 3319.16 of the Ohio Revised Code.

Section 6. Waiver.

Upon nonrenewal, termination or resignation from his position as Superintendent, the Superintendent hereby waives any right he may have to any other position in the Worthington City School District.

Section 7. Superintendent's Professional Qualifications and Duties.

The Superintendent has represented to the Board that he holds the professional qualifications, training, experience and ability to provide the District with the highest quality of professional educational leadership and this contract is expressly entered into in reliance on those representations. Consistent with the job description for the position of Superintendent as it is written or revised from time to time in the future, the Superintendent shall provide the District with the highest quality professional educational leadership during the term of this agreement.

Section 8. Chief Executive Officer.

The Superintendent shall serve as the chief executive officer of the District and shall, except as otherwise provided herein, devote his full time and reasonable best professional efforts to the needs of the District. The Superintendent shall promote and encourage a close working relationship with the Board and shall work cooperatively with the Board on all matters assigned. The Superintendent shall communicate such information as may be requested or reasonably necessary to enable the Board to effectively establish and implement sound educational policy for the District. The Superintendent shall promote and carry out those policies as established by the Board.

Section 9. Licensure/Certification.

The Superintendent shall furnish, append hereto, and maintain throughout the term of this contract a valid certificate to act as a Superintendent of Schools in the State of Ohio as required by Section 3319.01 and as defined in Section 3319.22 of the Ohio Revised Code. If the Superintendent is required to take additional college coursework as a condition of maintaining or renewing his certification or licensure the Board shall reimburse him for the tuition cost for taking that coursework (assuming successful completion).

Section 10. District Personnel.

Subject to Board Policy and guidelines, the Superintendent shall: select and recommend persons for employment in the District, subject to Board approval; place District personnel on appropriate salary schedules or in salary ranges, subject to Board approval; direct, transfer, assign or reassign all District teaching and non-teaching personnel in the manner which, in his judgment, best serves the District, except for those employees in financial services under the direction of the Treasurer; and, perform such other duties as the laws of the State of Ohio require or the Board shall reasonably require. The Superintendent shall be responsible for the evaluation of assigned administrative personnel and shall, as appropriate, recommend the renewal, non-renewal, termination or discipline of administrative, teaching and non-teaching personnel, except for those employees in financial services under the direction of the Treasurer.

Section 11. District Programs.

The Superintendent shall cooperate and assist in the implementation of the District's Strategic Plan and shall recommend to the Board organizational patterns, programs, courses of study, teaching materials and methods which are necessary, appropriate, and required to accomplish the goals and objectives established by the Board, taking into consideration the guidelines set by the Board in the adopted Annual Budget for the District and in Board policies.

Section 12. District Finance.

The Superintendent shall become familiar with the District's finances and shall work cooperatively with the District Treasurer to promote the fiscal welfare of the District. The Superintendent shall assist in providing information to the community with respect to any tax levy or bond issues then under consideration.

Section 13. Collective Bargaining.

The Superintendent shall participate in the bargaining and implementation of collective bargaining agreements with the bargaining units representing District employees in accordance with Board policy and direction.

Section 14. Attendance at Professional Meetings.

The Superintendent may attend, at Board expense, appropriate professional meetings reimbursement is sought shall be supported by receipts and submitted in accordance with District policy.

Section 15. Other Duties.

The Superintendent shall perform other duties as prescribed by State law, in Board policies as they currently exist or may hereafter be amended, and by the specific provisions of this Contract.

Section 16. Referral of Complaints.

When administrative action is requested or required for the resolution of criticisms, complaints or suggestions, the Board and its individual members shall refer such criticisms, complaints or suggestions to the Superintendent for consideration, recommendations and, if appropriate, resolution.

Section 17. Superintendent Incapacity.

Should the Superintendent, in the judgment of the Board, be unable to fully perform his duties by reason of illness, accident or other disabling cause and said disability exists for a continuous period of thirty (30) calendar days, the Board may by majority vote of its members declare the Superintendent incapacitated. During any period during which the Superintendent is incapacitated he may be placed on sick leave or leave of absence. The Superintendent may request a hearing before the Board on any action taken under this Section, and he shall have the same rights in any such hearing as are granted to a teacher in a Board hearing under Section 3319.16 of the Ohio Revised Code. If the Board determines the Superintendent is incapacitated, it shall, in accordance with Section 3319.011 of the Ohio Revised Code, appoint a Superintendent pro tempore to perform all of the duties and functions of the Superintendent and to serve until the Board, by majority vote, determines the Superintendent's incapacity is removed or until the expiration of the Superintendent's contract, whichever is sooner. The term of the Superintendent's Contract shall not be extended by reason of the Superintendent being incapacitated.

Section 18. Superintendent Medical Examination.

At the request of the Board, the Superintendent shall take a comprehensive medical examination and shall submit a statement from the examining physician certifying the Superintendent's ability to perform the essential functions of the superintendency, with or without reasonable accommodation. Such statement shall be filed with the Board as confidential information. The costs of the examination and medical report shall be paid by the District.

Section 19. Expenses.

No travel expenses will be paid the Superintendent for travel within the District; however, the Board will, consistent with Board policy, reimburse the Superintendent for actual and necessary expenses, including auto rental expenses incurred in the performance of his duties

outside the school district. The Superintendent shall be reimbursed for necessary automobile mileage for travel outside the District at the then-current maximum rate approved by the Internal Revenue Service for the deduction of auto mileage expenses. All expenses for which reimbursement is sought shall be supported by receipts and submitted in accordance with District policy.

Section 20. Superintendent Vacation, Sick Leave and Severance Pay.

The Superintendent's contract year shall include the twelve-month period from August 1 through July 31 and shall include 260 working days of which thirty (30) working days are paid vacation days exclusive of holidays. Vacation leave shall be taken within the year in which it is earned except that not more than thirty (30) unused vacation leave may be carried forward to a subsequent year. Upon written notice to the Treasurer and Board President by August 15 beginning in 2018, the Superintendent may elect payment at his per diem rate in effect in the preceding July for up to fifteen (15) vacation days earned but not used in the preceding contract year. Such payment shall be made in a lump sum by August 31. Vacation days neither used nor paid in such manner in any year will be credited to the Superintendent as unused, "banked" vacation days. Upon the Superintendent's separation from the District, he shall be paid an amount equal to his then-effective daily rate of pay times the number of "banked" vacation days, not to exceed a total of sixty (60) days, which shall be additional to the severance pay to which the Superintendent may be entitled under the last sentence of this paragraph. The Superintendent shall be credited with all transferable sick leave earned in prior employment. If the Superintendent is deceased, such amount shall be paid in accordance with Section 2113.04 of the Ohio Revised Code. The Superintendent will be entitled to convert accumulated and unused sick leave into severance pay upon death in office or upon retirement in accordance with Board policy applicable to other twelve-month administrators.

Section 21. Membership in Professional and Civic Associations.

In furtherance of his professional growth and education, the Superintendent shall be and remain during the term of this contract, a member of the Buckeye Association of School Administrators, the American Association of School Administrators, and up to two (2) other professional organizations of the Superintendent's choice. The Board shall pay the membership dues in each of the foregoing professional organizations. The Superintendent shall be a member of one civic organization such as the Dublin-Worthington Rotary Club, with dues paid by the Board, and shall serve as the District's representative to the Worthington Chamber of Commerce at the pleasure of the Board.

Section 22. Insurance and Other Benefits.

The benefits provided under this contract, including but not limited to the following, are provided to the Superintendent on the condition that: (1) each of the benefits is authorized and permitted under existing provisions of law, (2) the Superintendent will be solely responsible for the reporting and payment of any taxes that may be due by reason of any or all of the benefits, and that any amounts sheltered from income tax liability shall not exceed the maximum amount of such shelter available to the Superintendent under applicable IRS regulations.

a. Annuity.

For each year this Agreement is in effect the Board shall pay directly to a tax sheltered annuity for the Superintendent an annual sum equal to fourteen and three-tenths percent (14.3%) of the Superintendent's annual salary as provided in the first paragraph of Section 2 above. Any such annuity shall be purchased from a company approved by the Board consistent with Board policy. Such payment shall be pro-rated for any year consisting of fewer than twelve months. Alternatively, the Superintendent may elect to receive this amount in cash, paid as installments in a similar manner as the Superintendent's salary. It is the intention of the parties that the annuity payments amount be included in the Superintendent's compensation for the purpose of calculating retirement benefits.

b. Life Insurance.

The Board will provide and pay the premiums for a group term life insurance policy in the amount of five hundred thousand dollars (\$500,000.00) subject to the passage of any necessary pre-insurance physical examination by the Superintendent and further subject to the availability of such coverage from the District's current group life insurance carrier. Said life insurance policy shall include the right to convert to a whole life policy. Such conversion shall be at the option and expense of the Superintendent, and, upon any such conversion, premium payments by the Board shall cease.

c. Health, Medical, Dental and Vision Insurance.

The Superintendent may, at his election, participate in the group health, medical, vision and dental insurance policies offered to other administrators of the District on the same basis as such insurance is provided to other administrators in the District.

d. Flexible Spending Plan.

The Superintendent may participate in the District's Section 125 Flexible Spending Plan on the same basis as other administrators of the District.

e. Employee Medicare Tax.

The Board shall pick up and pay the Superintendent's employee share of the Medicare contribution tax (currently one and forty-five hundredths percent (1.45%) of his annual compensation that is subject to that contribution under Section 2 above) and any additional Medicare tax which may result from the assumption of such tax by the Board. The Board shall not assume and pay any federal, state or local income taxes associated with the Board's assumption of the employee portion of the Medicare tax.

Section 23. Indemnification.

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 him in his individual or official capacity as agent and employee of the Board, provided that the incident which gives rise to the litigation occurred while the Superintendent was acting in good faith and within the scope of his employment and provided that such defense

and indemnification is within the authority of the Board to provide under the laws of the State of Ohio. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The duty to defend, indemnify and hold harmless shall not include disputes between the Superintendent and the Board, nor findings for recovery made against the Superintendent in a report of examination by the Bureau of Inspection and Supervision of Public Offices pursuant to Revised Code Section 117.11. The Board shall not be required to pay any costs of any legal proceedings wherein the Board and the Superintendent have adverse interests in such proceedings.

Section 24. Contract not Assignable.

This contract is a contract for personal professional services of the Superintendent and is not assignable by either party.

Section 25. Severability and Entire Agreement.

This Contract of Employment shall be subject and construed according to the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect. This contract contains the entire agreement between the parties and any purported agreement or understanding not herein contained, expressly or by implication, shall not be recognized.

Section 26. Notice of Retirement Obligations.

Dr. Trent H. Bowers, by affixing his signature hereto, represents that he has been notified as required by Chapter 3307 of the Ohio Revised Code, of his duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teachers Retirement System as a condition of his employment.

Section 27. Residency.

The Superintendent shall continue his primary place of residence in the Worthington City School District.

Approved this 8th day of January, 2018.

WORTHINGTON CITY SCHOOL BOARD

SUPERINTENDENT

President

Trent H. Bowers

Treasurer