

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. Melissa M. Conrath (the "Superintendent") that the Board, in accordance with its action by Resolution recorded in the Minutes of its Meeting held on the 10<sup>th</sup> day of November, 2008 hereby employs Dr. Melissa M. Conrath as the Superintendent of Schools for a term commencing on August 1, 2008 and ending on July 31, 2012, and the Superintendent hereby accepts such employment and agrees that she 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 by two hundred twenty-nine (229) days.

Section 2. Salary of Superintendent; Retirement System Contribution.

The Board shall pay the Superintendent an annual salary at the rate of one hundred forty five thousand seven hundred dollars (\$145,700) in consideration of her faithful performance of the duties of Superintendent of Schools and her service as Executive Officer for the Board. Beginning August 1, 2009 the Superintendent's salary shall be increased by two and seventy five hundredths percent (2.75%) with an additional increase of two and seventy five hundredths percent (2.75%) effective August 1, 2010.

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 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 shall have the right to make adjustments in the annual salary of the Superintendent. Prior to August 1 of each contract year in which this Contract or any extension thereof is in effect, the Board shall, consistent with the Board-adopted written evaluation procedure, review the performance of the Superintendent and provide the Superintendent with an annual evaluation of her performance. 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 professional goals and objectives have been achieved or, if not achieved, the extent to which progress toward accomplishing such goals and objectives has been made. Any adjustments in the annual salary of the Superintendent shall be determined by the Board, except any decrease must be mutually agreed upon by the Board and the Superintendent, and shall be set forth in the form of an Amendment to this Contract. Agreement of the Superintendent is not necessary in the event of a uniform reduction of salary for all employees. 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.

Section 4. Term, Extension or Termination of Contract.

The Board shall give the Superintendent written notice, not later than March 1, 2012, of its intention to either reemploy or not to reemploy the Superintendent for a succeeding term. In the event such notice is not given, the Superintendent shall be deemed reemployed for an additional year. The Superintendent shall provide a minimum of one hundred eighty (180) days written notice to the Board President of her desire to terminate her employment prior to the expiration of this Contract.

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 her position as Superintendent, the Superintendent hereby waives any right she 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 she 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. The following enumeration of specific duties shall describe, but not limit

the Superintendent's duty to 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 her 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(J) of the Ohio Revised Code.

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; direct, transfer, assign or reassign all District teaching and non-teaching personnel in the manner which, in her judgment, best serves the District; 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.

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 which will enhance her capacity to deal effectively with the business of the District provided that the Superintendent provides the President of the Board advance notice of any out-of-state professional meeting before her attendance. Attendance at appropriate professional meetings must be within the limits of appropriations for such purposes as set by the Board and shall not interfere with the effective operation of the District. Subject to the performance of her primary duties and responsibilities and in accordance with Board policy, the Superintendent may undertake consultative work, speaking engagements, writing or lecturing which together shall not exceed three (3) days during each year of the term of this Contract.

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 her 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 she 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 she 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 well being of the Superintendent. 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. Performance Incentive.

During the month of July of each year, the Board will review the performance of the Superintendent. The Board upon positive evaluation of the Superintendent may provide a performance incentive of up to two percent (2%) of the base salary as set forth in Section 2 of this agreement.

Section 20. 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 her 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 21. 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 twenty five (25) working days are paid vacation days exclusive of legal holidays. Vacation leave shall be taken within the year in which it is earned except that not more than twenty five (25) unused vacation leave may be carried forward to a subsequent year. Vacation days neither used nor carried forward in any year will be credited to the Superintendent as unused, "banked" vacation days. Upon the Superintendent's retirement from the District, she shall be paid additional severance pay in an amount equal to her then-effective daily rate of pay times the number of "banked" vacation days, not to exceed a total of fifty (50) days. The Superintendent shall be entitled to sick leave accumulated at the rate of 1-1/4 days per month and it shall accumulate without limit. The Superintendent shall be credited with all transferable sick leave earned in prior employment. In the event that the Superintendent should retire under the service retirement provisions of the STRS during the term of this Agreement, and prior to July 31, 2012 she will be paid severance pay at the rate of one-fourth (1/4) of her accumulated and unused sick leave at the time of retirement to a maximum of eighty (80) days' pay at the Superintendent's then-effective daily rate of pay. In the event that the Superintendent should retire under the service retirement provisions of the STRS on or after July 31, 2012 she will be paid severance pay at the rate of one-fourth (1/4) of her accumulated and unused sick leave at the time of retirement to a maximum of one hundred thirty (130) days' pay at the Superintendent's then-effective daily rate of pay.

Section 22. Membership in Professional and Civic Associations.

In furtherance of her 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 the Association for Supervision and Curriculum Development. The Board shall pay the membership dues in each of the foregoing professional organizations. The Superintendent shall be a member of 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 23. 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 (3) 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 Superintendent may elect to receive in cash or have paid directly to a tax sheltered annuity the annual sum equal to nineteen point four percent (19.4%) of the Superintendent 's annual salary. 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.

b. Life Insurance.

The Board will provide and pay the premiums for a group term life insurance policy in the amount of two hundred fifty thousand dollars (\$250,000.00) 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 and Medical Insurance.

The Superintendent may, at her entire cost, subscribe to the group health and medical insurance policy accorded to other administrators of the District. The Superintendent shall receive dental insurance on the same basis as such insurance is provided to other administrators in the District. The Superintendent will pay the Superintendent's share of the 1.45% Medicare contribution.

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.

Section 24. 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 her in her 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 her 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 where the Board and the Superintendent have adverse interests in such proceedings.

Section 25. Contract not Assignable.

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

Section 26. 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 27. Notice of Retirement Obligations.

Dr. Melissa M. Conrath, by affixing her signature hereto, represents that she has been notified as required by Section 3307.58 of the Ohio Revised Code, of her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teachers Retirement System as a condition of her employment.

Approved this 10<sup>th</sup> day of November, 2008.

WORTHINGTON CITY SCHOOL BOARD

SUPERINTENDENT

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President

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Treasurer