

WORTHINGTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
ADDENDUM TO THE CONTRACT OF SUPERINTENDENT

The Board of Education and Superintendent Dr. Trent H. Bowers agree to these revisions to the following numbered paragraphs of the contract between them approved in the Board's minutes dated December 15, 2014 and expiring at mid-night July 31, 2019.

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 one hundred forty-six thousand three hundred seventy (\$146,370) in consideration of his faithful performance of the duties of Superintendent of Schools and his service as Executive Officer for the Board, effective retroactively to August 1, 2017. The rate of annual salary shall be one hundred sixty-three thousand one hundred forty-nine dollars (\$163,149), effective August 1, 2018.

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 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 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.

Approved this 8th day of January, 2018.

WORTHINGTON CITY SCHOOL BOARD

SUPERINTENDENT

President

Dr. Trent H. Bowers

Treasurer