GROVEPORT MADISON LOCAL SCHOOL DISTRICT

Second Amendment to the Employment Contract of Superintendent Grube

This Second Amendment to the Employment Contract between the Groveport-Madison Local School District Board (hereinafter the "Board") and James C. Grube (hereinafter "the Superintendent") (jointly hereinafter the "Parties") supersedes any and all prior written instruments between the Parties and shall take effect August 1, 2024, and remain in effect until July 31, 2025. The Parties for the consideration herein specified, agree as follows:

1. COMPENSATION/SALARY

The Board shall pay the Superintendent an annual base salary of $215,000, to be paid in equal installments in accordance with Board Policy. As provided by Ohio law, this salary may not be decreased during the term of this contract, except pursuant to a uniform plan affecting all employees of the District. All forms of compensation shall be reported to STRS as permitted by law.

The Board shall withhold and transfer a portion of the Superintendent's salary to a tax-deferred annuity program of the Superintendent's choosing. Such annuity shall be provided as additional compensation, as set forth in section 2 (other compensation) below.

2. OTHER COMPENSATION

The Board of Education shall pay the Superintendent a car allowance of $7,200 annually ($600 monthly), to be paid in the form of salary, or a 403(b) or 457 plan, as elected by the Superintendent. The Superintendent shall give two (2) weeks' notice to the Treasurer's office prior to August 1st for any election other than salary.

As additional compensation, the Board will provide the Superintendent with an annuity valued at twenty percent (20%) of the Superintendents base salary on the first day of September 2024. The Board shall purchase such annuity from the agent, broker or company designated 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. The Annuity will be available upon retirement. If the Superintendent is ineligible for such the benefits described in this paragraph due to IRS rules, the Board shall pay the Superintendent the equivalent of the benefit in the form of compensation, plus the amount of any federal, state and local tax applicable to such payment.

3. VACATION

The Superintendent is entitled to up to thirty-five (35) days of vacation with pay each contract year. In any year in which the Superintendent elects not to use all or a portion of unused vacation entitlement for the year, the Board will convert the total per diem cost of said unused days to salary or to a 403(b) or 457 plan contribution as directed by the Superintendent or carry over unused vacation time to the next year. The Superintendent may request up to five

(5) of the unused days referenced in this paragraph to be converted at any time. The Superintendent shall notify the payroll department at least two (2) weeks prior to the beginning of the contract year of the number of unused vacation days to be converted to salary or to a 403(b) or 457 plan. The Superintendent may carry over a maximum of seventy-five (75) days of vacation time from year to year. Per diem shall be calculated as the sum of all of the Superintendent's earnings for the applicable full contract year as set forth in Sections 4 and 5 above, divided by two hundred and fifteen (215) days.

4. DAYS TO BE WORKED

The Superintendent's work year shall be based on 230 working days, with vacation and other paid leaves counting toward this total. The Superintendent shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours.

5. MISCELLANEOUS

This Second Amendment of the Superintendent's Employment Contract shall not be construed as a new contract nor as an extension of the termination date of the existing employment contract unless specifically provided therein.

This Second Amendment sets forth the entire understanding of the parties hereto with respect to the transactions described herein. Other than the changes made to the existing Employment Contract pursuant to this Amendment, all terms of the existing Employment Contract remain unchanged and in full force and effect. This Amendment shall be deemed in effect upon the date of the last Party to execute the Amendment.

If any provision of this Second Amendment is found to be in violation of law or becomes invalid due to subsequent legislative or judicial action, the remaining provisions shall continue to have full force and effect and shall be fully enforceable and finding upon the Parties hereto.

WHEREFORE, the parties have indicated the acceptance of the foregoing terms by affixing their signatures below:

SUPERINTENDENT

____
James C. Grube
Date above signed: __________________

GROVEPORT MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By ___________________________________
Board of Education President

Date above signed: ____________________