

MASON CITY SCHOOL DISTRICT BOARD OF EDUCATION
EMPLOYMENT AGREEMENT
Superintendent

This Agreement made this 22nd day of June, 2021, by and between the Board of Education of the Mason City School District (hereinafter, the "Board"), and Jonathan Cooper (hereinafter, the "Superintendent").

WHEREAS, R.C. §3319.01 directs a Board of Education to appoint a Superintendent and provide certain other terms therefore.

NOW, THEREFORE, BE IT AGREED, by and between the Board and the Superintendent, for the consideration herein specified, as follows:

1. The Board hereby employs Jonathan Cooper as Superintendent of the Mason City School District.

2. Term

The term of employment for said Superintendent shall be for a period of five years, from August 1, 2021 through July 31, 2026, which may be extended upon mutual agreement of both parties. This Agreement does not constitute any obligation either written or implied for reemployment beyond the term set forth herein. Upon the effective date of this Agreement, it shall supersede and replace, in the entirety, any and all previous or existing agreements between the Board and the Superintendent.

3. Professional Certification

The Superintendent shall maintain and furnish to the Board evidence of maintaining, throughout the life of his contract, a valid and appropriate certificate to act as Superintendent of Schools of this District in accordance with the laws of the State of Ohio. The Board will pay for the costs of courses, training and other professional development necessary to maintain a valid Superintendent's license.

4. Duties of Superintendent

The Superintendent agrees to perform all the duties of the Superintendent's office as prescribed by law, consistent with Board policy. Superintendent agrees to perform such other duties as may be designated from time to time by the Board during the term of this Agreement or any subsequent contracts which may be entered into by the Board and Superintendent.

5. Days to be Worked

The Superintendent agrees to work a total of two-hundred sixty-one (261) days per annum, less vacation, holidays, sick leave and personal leave to count 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.

6. Compensation

The Board shall pay the Superintendent a base annual salary of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), in equal installments in accordance with Board policy. The Board may increase the base salary of the Superintendent during the term of this Agreement, but in no event shall the Superintendent's base salary be reduced, except as provided by law.

In addition to the base salary, the Board shall pay for a tax-sheltered annuity policy, after-tax retirement policy, health savings account investment, qualified tuition plan and/or any other investment option(s) mutually agreed upon by the Board and Superintendent in an amount equal to ten percent (10%) of the Superintendent's salary.

The Board shall pay the employer's share of STRS contributions as required by law. In addition, the Board shall "pick-up" (pay directly) the employee's share of Superintendent's total retirement contribution to the State Teachers Retirement System on behalf of Superintendent, plus all retirement contributions on this picked-up amount. During the term of this Agreement, this pick-up shall be a condition of 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 picked-up amount be included in Superintendent's compensation for the purpose of calculating retirement benefits.

Any per diem pay required under this contract shall be calculated in accordance with the following formula: $(\text{base salary} + \text{retirement pick-ups}) / 217$

Annually in July of each year of this Contract, in the amounts described below, a payment shall be made to an annuity contract or custodial account which is tax qualified under Internal Revenue Code ("IRC") Section 403(b) (a "TSA") for the benefit of the Superintendent, to an IRC Section 457(b) plan provider selected by the Superintendent (a "Section 457 Plan") and/or directly to the Superintendent, as selected by the Superintendent, and as described below.

July 2022: \$6,000
July 2023: \$7,000
July 2024: \$8,000
July 2025: \$9,000
July 2026: \$10,000

The Superintendent acknowledges that for the calendar year in which the contribution is made (i) the payments to a TSA will be treated as salary reduction contributions of the Superintendent for federal income tax purposes and shall be subject to the maximum annual limitations on salary reduction contributions to a TSA that are described in the federal tax law (e.g. Internal Revenue Code Sections 402(g) and 415(c)), and (ii) the payment made to a Section 457 Plan will likewise be subject to contribution limits imposed under IRC Section 457(b). To the extent that any portion of the payment cannot be paid to a TSA or Section 457 Plan because of such limits, the excess amount shall be paid in cash to the Superintendent.

It is the intention of the parties that the amounts paid for the TSA and the Section 457 Plan be included in the Superintendent's compensation for retirement purposes. The Superintendent shall select the TSA provider from those generally made available to employees of the District pursuant to the District's Section 403(b) Plan. The policy shall be the property of the Superintendent, both before, during, and after his separation from employment. The Board shall not have any responsibility with respect to its investment performance or any other matter relating thereto the TSA, including the insolvency of the TSA provider. The Section 457 Plan shall be the Ohio Deferred Compensation Plan or another provider that the Board has selected to be made available to employees of the School District.

7. Sick Leave, Personal Leave, and Holidays

An accrued sick leave account will be established for the Superintendent, starting with unused sick leave already accrued during his employment with Mason City Schools with a maximum as set for the Board's administrative staff. In addition, Superintendent will receive fifteen (15) days annually accrued at 1.25 sick days per month and three (3) personal days annually as provided to the Board's administrative staff.

Upon retirement from employment through the State Teachers Retirement System (STRS), Superintendent may elect to be paid for a percentage of his balance of accrued but unused sick leave in his account equal to that provided to the Board's administrative staff.

Superintendent shall receive the holidays as designated for the Board's administrative staff.

8. Vacation

Superintendent shall accrue vacation leave at the rate of thirty (30) days per contract year, to accrue in full on each August 1st of this contract. Vacation leave days shall be a fully paid leave, and may be used at the discretion of Superintendent barring extraordinary and compelling circumstances requiring the continued presence of Superintendent at his place of work.

All vacation leave which is accrued and unused during the term of this contract shall be accumulated and carried forward to the credit of Superintendent. Upon separation from employment, the Board shall compensate Superintendent at his current per diem rate of pay for all such accrued and unused vacation leave, not to exceed, however, the amount accrued during the three (3) years immediately preceding the date of separation.

9. Benefits

Superintendent shall receive medical, dental and vision insurance benefits from the Board as are designated for the Board's administrative staff.

The Board shall provide and pay for a group term life insurance policy in the sum of not less than four times (4x) salary, provided such coverage is reasonably available from a licensed carrier. The Board shall pay one hundred percent (100%) of the premium.

The Board agrees to pay, on behalf of Superintendent, Superintendent's portion of Medicare payments in addition to those payments for which the Board is liable and said payments shall constitute a portion of the Superintendent's compensation in addition to any other compensation received by the Superintendent.

10. Professional Development

Superintendent shall be encouraged to become an active participating member of organizations pertinent to his position and to attend appropriate professional meetings; the actual necessary expenses of said attendance to be paid by the Board in accordance with Board policy and the annually adopted appropriations.

The Board will pay membership dues for appropriate and necessary organizations pertinent to the Superintendent's position.

11. Instructional Education Reimbursement

The Board will reimburse tuition at 100% for completions of coursework that is toward a degree program from an accredited university and is related to Instructional

Leadership and in the area Administrator works, provided the Administrator receives a passing grade.

12. Rules and Regulations

The Superintendent agrees to abide by all rules and regulations adopted by the Board for the government of its employees and for the government of the Superintendent specifically which may now be in effect or hereinafter adopted by the Board.

13. Residency/Relocation

The Superintendent must maintain his primary place of residence within the Mason City School District.

14. Evaluation

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Agreement. This evaluation and assessment shall be related to the Job Description for Superintendent and the mutually agreed goals between the Superintendent and the Board. The Superintendent and the Board expressly agree that the failure of the Board to conduct an evaluation pursuant to this provision shall not create an expectation of continued employment or result in the automatic renewal of the Superintendent's contract at its expiration.

15. Liability Insurance

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 the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting in good faith within the scope of his employment and any such liability coverage is within the authority of the Board to provide under state law. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose, whichever is greater. Except that in no case will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

It is expressly recognized between the parties to this Agreement, that the duty to provide for the defense of the Superintendent also applies to civil actions, administrative proceedings or legal proceedings threatened or commenced by or on behalf of the State or other political subdivision.

16. Termination

This contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Retirement, disability or death of the Superintendent; or
- c. Termination by the Board or Superintendent in accordance with the terms of this Agreement and/or the laws of Ohio.

17. Savings Clause

If any portion of this Agreement is deemed illegal due to conflict with state or federal law, the remainder of the Agreement shall remain in full force and effect. If any such invalid or unenforceable provision relates to a payment or benefit quantifiable in monetary terms, the Board shall pay to Superintendent additional compensation equal to the monetary value of such lost payment or benefit. If the lost payments or benefits would have been nontaxable to Superintendent, the amount paid by the Board under this paragraph shall be adjusted accordingly to account for Superintendent's tax liability, if any.

18. Entire Agreement

This Agreement contains the sole and complete agreement between the Board and the Superintendent. No verbal or other statements, inducements or representations have been made or relied on by either party and no modifications hereof shall be binding upon either party unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the Board, by its President and Treasurer, having been first duly authorized, and the Superintendent have executed this Agreement as of this 22nd day of June, 2021.

**BOARD OF EDUCATION
MASON CITY SCHOOL DISTRICT**

SUPERINTENDENT

Board President Date

Date

Treasurer Date