

**MASON CITY SCHOOL DISTRICT BOARD OF EDUCATION
EMPLOYMENT AGREEMENT**

Treasurer

This employment contract is entered into on July 7, 2020, by and between the **Board of Education of the Mason City School District** (hereinafter the "Board") and **Shaun Bevan** (hereinafter the "Treasurer"). The Board and the Treasurer, for the consideration herein specified, agree as follows:

1. TERM OF CONTRACT

The Board, in accordance with its action as found in the minutes of its meeting held on July 7, 2020, hereby employs, and the Treasurer hereby accepts employment as Treasurer for a period commencing on August 1, 2020, and ending on July 31, 2023, which may be extended upon the 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 Treasurer.

2. PROFESSIONAL CERTIFICATION

The Treasurer shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as Treasurer of schools of the 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 Treasurer's license.

3. DUTIES OF TREASURER

The Treasurer agrees to perform all the duties of the Treasurer's office as prescribed by law, as are consistent with Board policy. Treasurer 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 Treasurer.

4. DAYS TO BE WORKED

The Treasurer 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 Treasurer 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 Treasurer to work during times other than normal business hours.

5. COMPENSATION

The Board shall pay the Treasurer a base annual salary of One Hundred Fifty-Eight Thousand Eight Hundred Forty-One and 00/100 Dollars (\$158,841.00), in equal installments in accordance with Board policy. The Board may increase the base salary of the Treasurer during the term of this Agreement, but in no event shall the Treasurer's base salary be reduced, except as provided by law.

In addition to the base salary, the Board shall pay ten percent (10%) of the Treasurer's salary annually for pre-tax and/or after-tax investment(s), such as, a tax-sheltered annuity policy, after-tax retirement policy, health savings account investment and/or qualified tuition plan, as specified by the Treasurer.

The Board shall pay the employer's share of SERS contributions as required by law. In addition, the Board shall "pick-up" (pay directly) the employee's share of Treasurer's total retirement contribution to SERS on behalf of Treasurer, plus all retirement contributions on this picked-up amount. During the term of this Agreement, this pick-up shall be a condition of Treasurer's employment in the School District and shall not be at the Treasurer's option. It is the intention of the parties that this picked-up amount be included in Treasurer'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: $(\text{base salary} + \text{retirement pick-ups}) \div 217$

6. SICK LEAVE, PERSONAL LEAVE, AND HOLIDAYS

An accrued sick leave account will be established for the Treasurer, starting with a transfer of unused sick leave accrued from his previous employer with a maximum as set for the Board's administrative staff. In addition, Treasurer 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 SERS, Treasurer 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.

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

7. VACATION

Treasurer 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 Treasurer barring extraordinary and compelling circumstances requiring the continued presence of Treasurer 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 Treasurer. Upon separation from employment, the Board shall compensate Treasurer 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.

8. BENEFITS

Treasurer 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 Treasurer, Treasurer'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 Treasurer's compensation in addition to any other compensation received by the Treasurer.

9. PROFESSIONAL DEVELOPMENT

Treasurer 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 Treasurer's position.

10. RULES AND REGULATIONS

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

11. EVALUATION

The Board shall evaluate and assess in writing the performance of the Treasurer at least once a year during the term of this Agreement. This evaluation and assessment shall be related to the Job Description for Treasurer and the mutually agreed goals between the Treasurer and the Board. The Treasurer 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 Treasurer's contract at its expiration.

12. MEDICAL EXAMINATION

Upon request of the Board, the Treasurer does hereby agree to submit to a comprehensive yearly medical examination. A statement certifying to the physical and mental competency or incompetency of the Treasurer shall be provided to the Board President, and the statement shall be treated as confidential information placed in the Treasurer's personnel file. If the medical examination report states that the Treasurer is physically or mentally incompetent to such an extent as to make the Treasurer unable to perform any or all of the duties and such incompetency is permanent, irreparable, or of such nature as to make the performance of the duties impossible, the school board may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate. If there is a question concerning the ability of the Treasurer to competently fulfill his duties, the Board, at its option, may require the Treasurer to undergo an independent evaluation by a physician of Board's choice at the Board's expense. Nothing contained in this Section shall prevent the Treasurer from the utilization in accordance with Ohio law of any accumulated but unused sick leave.

13. LIABILITY INSURANCE

The Board agrees that it shall defend, hold harmless and indemnify the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Treasurer 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 Treasurer 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 Treasurer also applies to civil actions, administrative proceedings or legal proceedings threatened or commenced by or on behalf of the State or other political subdivision.

14. CONTRACT TERMINATION

This employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement, disability, or death of the Treasurer.
- C. Termination by the Board in accordance with the laws of Ohio.
- D. Failure of the Treasurer to maintain a valid Treasurer's certificate.

15. SAVINGS CLAUSE

If any position of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect.


16. ENTIRE AGREEMENT

This Agreement contains the sole and complete agreement between the Board and the Treasurer. 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 Vice-President, having been first duly authorized, and the Treasurer have executed this Agreement on this 7th day of July 2020.

**BOARD OF EDUCATION
MASON CITY SCHOOL DISTRICT**

TREASURER

 7/7/2020
Board President Date

 7/7/20
Date

 7/8/2020
Vice-President Date