

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

CINCINNATI BOARD OF EDUCATION

This agreement is made in Cincinnati, Ohio by and between the Board of Education of the City School District of the City of Cincinnati ("Board") and Mary Ronan ("Mrs. Ronan"). In consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. Employment Term. The Board does hereby employ Mrs. Ronan and Mrs. Ronan hereby accepts employment, for the term commencing the 16th day of April, 2009 and ending the 31st of July, 2012, subject to the terms and conditions hereinafter provided. This agreement may be extended beyond the initial term by mutual agreement of the parties.
2. Schedule of Employment. The Board and Mrs. Ronan agree that Mrs. Ronan's salary as Superintendent shall be \$189,000.00 retroactive from the 16th day of April, 2009 through the 31st day of July, 2010. Commencing with the 1st day of August, 2010 and on each August 1 thereafter during the term of this Agreement, Mrs. Ronan shall be entitled to an annual increase in her base salary based upon an annual performance review by the Board using a Board-developed evaluation instrument. The increase in the base salary of an additional zero to six percent (0-6%) shall be paid in equal installments, at such intervals as are provided by the policy of the Board, with respect to payment of salaries for other professional staff members. In addition, her compensation may be distributed between salary and tax-sheltered annuities at her discretion. In the event Mrs. Ronan wishes to exercise her discretion to receive part of her salary in tax-sheltered annuities, she shall make application for such distribution according to the procedure required by Board policy.

3. Duties. Mrs. Ronan shall faithfully perform the duties of the Superintendent of Schools for the Board, as prescribed by the laws of Ohio and by the policies and procedures adopted by the Board.
4. Certification. The Superintendent will, during the term of her employment, maintain the required certificate/license under R.C. 3319.22.
5. STRS Acknowledgement. Mrs. Ronan, by affixing her signature, has been notified, pursuant to the requirement of R.C. 3307.58, of her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to membership in the State Teachers Retirement System as a condition of her employment.
6. Other Compensation. During the period Mrs. Ronan is employed as Superintendent, she shall be entitled, in addition to her annual salary, to all of the fringe benefits generally provided for certificated administrative personnel of the Board, subject, however, and without limiting the generality of the foregoing, to the following provisions:
 - A. The Board shall provide, through an insurance carrier, an additional amount to equal a total of one million dollars in term life insurance coverage.
 - B. The Board shall provide Mrs. Ronan with a monthly allowance of \$500.00 for the purchase or lease of an automobile and for all maintenance and for fuel expenses for travel within the City of Cincinnati.
 - C. (i) To the extent permitted by law, the Board shall reimburse Mrs. Ronan for other expenses connected with the discharge of duties as Superintendent, which are required or encouraged by the Board and related to improving student achievement and the fiscal foundation of the school district, including attendance at professional meetings.

The Board shall pay for Mrs. Ronan's full membership in four professional and two civic organizations. Mrs. Ronan shall not be obligated to the Board for the portion of any dues attributable to the period following separation from employment. The Board President shall, on an annual basis, commence an audit of Mrs. Ronan's expenses as part of the Board's external audit of district finances.

(ii) The Board shall provide Mrs. Ronan with a professional expense stipend of \$600.00 per month in equal monthly installments beginning April, 2009 for additional expenses connected with the discharge of duties as Superintendent, which are not reimbursable by law under paragraph C. (i) above. Mrs. Ronan shall provide the President of the Board an annual written report of the professional expenses incurred under this paragraph.

(iii) Mrs. Ronan shall provide the President of the Board with the name and relevant information of the designated responsible party in charge of the district in advance of Mrs. Ronan's absence from the District during periods of sick leave, personal leave and vacation, so that the party in-charge can be reached immediately about Cincinnati School District business. When Mrs. Ronan is absent from the District on business, she shall provide the President of the Board with a written schedule of appointments in advance of her absence.

D. (i) The Board shall provide professional liability insurance coverage pursuant to Section 3313.203, Ohio Revised Code, covering Mrs. Ronan against liability in limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

(ii) The Board further will defend, indemnify, and hold harmless Mrs. Ronan from any and all demands, claims, suits, actions, and legal proceedings brought against

Mrs. Ronan in her individual or official capacity as agent and employee of the School District, arising from acts or omissions occurring while she was acting within the scope and course of her employment. The Board shall defend Mrs. Ronan from criminal charges against her if such charges are based on conduct occurring in the scope of employment when the majority of the Board determines that the conduct was lawful and in the best interest of the School District. The above provisions shall not be construed so as to provide personal liability for an individual member of the Board to defend or indemnify Mrs. Ronan against such demand, claims, suits, actions, and legal proceedings. The Board's obligation for Mrs. Ronan's acts done in the performance of her duties while Superintendent, shall survive the termination of this agreement

E. Mrs. Ronan shall be entitled to accumulate sick leave at the rate accorded certified administrative personnel but not less than 1.25 days per month. Upon retirement from the district, sick leave balance as of August 1, 2001 (currently 285.79 days) shall be eligible to be converted into a severance payment calculated by dividing the number of accumulated but unused sick leave days by two (2) and multiplying by Mrs. Ronan's daily rate as of the last date of employment. Upon retirement from the district, sick leave accumulated after August 1, 2001 shall be converted into a severance payment calculated by dividing the number of accumulated but unused sick leave days by four (4) and multiplying by Mrs. Ronan's daily rate as of the last date of employment; however the maximum number of sick leave days for this additional calculation shall be 120 days beyond the August 1, 2001 balance. Should Mrs. Ronan require, while employed under this Agreement, sick leave exceeding her then earned and accrued total, the Board will advance sick leave days as needed but in an amount not to exceed the total number of

sick days then still earnable over the remaining term of this Agreement. Mrs. Ronan shall repay any sick leave days advanced as she earns the days.

F. Mrs. Ronan shall be entitled to twenty-seven (27) annual leave (vacation) days with pay each year this agreement is in effect, accumulated at the rate of 2.7 days per month, September through June. Annual leave shall be taken within twelve 12 months of the year in which it is earned but may be accumulated with the consent of the Board. The earliest earned and accrued leave will be taken first. Mrs. Ronan, upon separation of employment with the district, shall be paid for the balance of her unused annual leave days, not to exceed a total of eighty-one (81) days, at Mrs. Ronan's daily rate as of the last date of employment.

G. Mrs. Ronan shall be entitled to the same health care coverage provided to other certificated administrative personnel, with contributions by Mrs. Ronan on a monthly basis of the same amounts as contributed by other certificated administrative personnel. In addition, the Board shall provide and pay the full premium up to \$1,300 per year a group disability- insurance policy covering Mrs. Ronan in the event of a partial or total disability arising during the term of this contract. The policy shall be procured from a company designated by the Board and licensed to do business in Ohio. The policy shall provide for long-term coverage, an exclusion period of no greater than 90 days, and monthly benefit of at least 60% of the gross salary paid to Superintendent under this contract.

H. As required by Ohio law, Mrs. Ronan shall be entitled to the retirement provisions of STRS as provided in Ohio Revised Code Sections 3307.01 et. seq. upon mandatory contributions made by the Board and Mrs. Ronan. The Board shall, in addition to the

mandatory employer's STRS contributions, "pick-up on pick-up" to be mandatory and not at the option of Mrs. Ronan. The Board will also pay any additional employer and employee STRS contributions on this "picked-up" amount. Such "picked-up" to be included in compensation for retirement purposes. The Board shall assume and pay directly to the IRS the employee's share of the Medicare contributions, such "pick-ups" to be mandatory and not at the option of Mrs. Ronan.

I. Mrs. Ronan shall be entitled to the same number of paid holidays per year as provided for other administrative employees of the Board.

J. Mrs. Ronan will be entitled to the same personal leave as provided administrative staff. No unused personal leave may be accumulated beyond the 12 month period to which it applies. Unused personal leave may not be converted to sick leave.

7. Renewal/Nonrenewal Provision. Renewal or Nonrenewal of this contract shall be in accordance with the provisions of Section 3319.01 of the Ohio Revised Code.
8. Board Right. The Board retains the right to repeal, change, amend or modify any policies, by-laws, rules or regulations, which it has adopted or may adopt, subject to restrictions contained in applicable law.
9. Review by Attorney. Both parties have had the opportunity to seek advice of counsel with regard to the terms and conditions of this agreement.
10. Modification. This contract will not be modified or amended without the express written consent of the parties. This contract contains all terms and conditions which have been agreed upon by the parties and supersedes all Board policies and guidelines, as well as any prior agreement, arrangement, or communication, oral or written, by the parties either directly or through their agents.

11. Notice. Notice or communication permitted or required under this Contract shall be in writing and the notice shall become effective on the date mailed, whether by first class, registered, or certified mail, postage prepaid and addresses to: "Cincinnati Public Schools, Board of Education, Office of the President" and to Mrs. Ronan's home address.
12. Residency. Mrs. Ronan agrees that no later than August 1, 2010, she shall purchase or lease a residence within the City of Cincinnati to serve as her primary residency during the term of this contract. She will be paid in a lump sum the gross amount of twenty-five thousand dollars (\$25,000) in consideration of the expense and inconvenience of moving, and will each August 1st during the term of their Agreement beginning August 1, 2010, be paid a retention and continuity bonus in the gross amount of \$5,000.00.
13. Termination. Termination of Mrs. Ronan's employment with the Board shall be made only in accordance with Section 3319.16 of the Ohio Revised Code or such other than current related statutes dealing with other district administrative personnel.
14. Evaluation. Mrs. Ronan, as Superintendent, shall be evaluated by the Board on an annual basis in accordance with applicable Board Policies and Section 2 of this Agreement. The Board shall meet with Mrs. Ronan on a quarterly basis, or other schedule as mutually determined, to review progress toward meeting her goals and objectives. Renewal or Nonrenewal of this contract shall be in accordance with the provisions of Section 3319.01 of the Ohio Revised Code.
15. Teaching/Consulting. With the prior consent of the Board, Mrs. Ronan may teach one or more courses at local universities or engage in consulting provided further that such outside work does not interfere with Mrs. Ronan's obligations under this Agreement.

Sec. 914-1-D1. Discriminate.

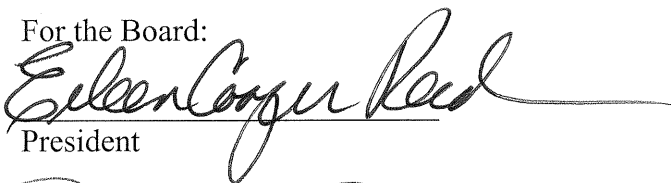
"Discriminate" shall mean to unlawfully segregate, separate or treat individuals differently based on race, gender, age, color, religion, disability status, marital status, sexual orientation or transgendered status, or ethnic, national or Appalachian regional origin.

(Ordained by Ord. No. 490-1992, eff. 11-25-92; a. Ord. No. 66-1995, eff. 4-7-95; a. Ord. No. 65-2006, eff. 4-14-06)

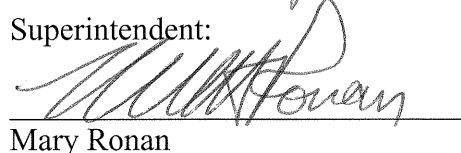
16. Savings Clause. In the event any provision in this contract is declared or determined to be illegal by any agency or court having authority over the expenditure of school funds, the Board agrees that it shall, in good faith, renegotiate the provisions hereof to the end that Mrs. Ronan receives economic benefits equivalent to the benefits herein provided.

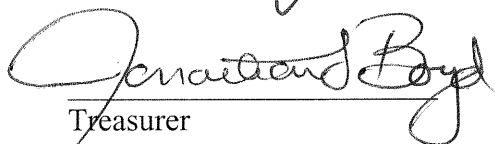
In witness whereof, the President and Treasurer of the Board, having first been duly authorized by board resolution, and Mrs. Mary Ronan, in her individual capacity, and as Superintendent, have executed this agreement on this the 11 day of August, 2009

For the Board:


President

Superintendent:


Mary Ronan


Treasurer

Board Resolution # _____
Dated: _____

Certificate of Available Resources

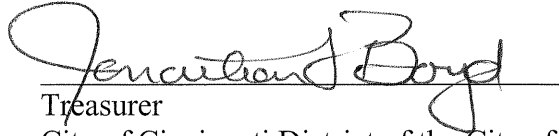
The undersigned, Treasurer of the Board of Education of the City School District of the City of Cincinnati, Ohio certifies that the money required to meet the obligations of the Board during Fiscal Year 2010 under the attached Contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the City School District of the City of Cincinnati, Ohio, and the Superintendent of the Cincinnati School District, Ohio, hereby certify that the District has in effect the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable attached Contract on all of the days set forth in its adopted school

calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412, 5705.44 of the Revised Code.

Dated: _____, 2009


Treasurer

City of Cincinnati District of the City of Cincinnati


President

City of Cincinnati District of the City of Cincinnati