

TREASURER'S EMPLOYMENT CONTRACT

This Treasurer's Contract ("Contract") is entered by the **Green Local School District Board of Education** (hereinafter referred to as "Board") and **Rachel L Tansey** (hereinafter referred to as "Treasurer").

WHEREAS, the Board has determined it necessary pursuant to O.R.C. 33 13.22 to contract for the employment of a Treasurer of the Public Schools of the Green Local School District and has determined to employ **Rachel L Tansey** as Treasurer; and

WHEREAS, Treasurer has been notified as required by O.R.C. 3307.58 of his/her duties and obligations under Chapter 3307 of the Ohio Revised Code, being the laws pertaining to the School Employees Retirement System, as a condition of employment.

NOW, THEREFORE, it is mutually agreed by the parties to this Contract:

- I. **Term of Contract:** The parties agree that the term of this Contract shall be from August 1, 2024, through July 31, 2027.
- II. **Licensure/Certification:** The Treasurer shall maintain at all times under this Contract and furnish to the Board evidence of a valid and appropriate license/certificate to act as Treasurer of the Green Local School District in accordance with the laws of the State of Ohio. The Treasurer also has a duty to secure and maintain a bond and/or policy pursuant to ORC 3313.25 and 3.061.
- III. **Duties:** The Treasurer shall exercise those powers and perform those duties established by law, set forth in the Job Descriptions adopted and from time to time revised by the Board and as addressed in Board Policy. The Treasurer shall advise the Board on those matters pertaining to the school administration of the School District.
- IV. **Compensation:**
 - A. **Base Salary** – Effective August 1st, 2024, the annual rate of Base Salary of the Treasurer, in the aggregate, shall be (\$87,000) payable in twenty-four (24) equal installments. For the purposes of determining the daily rate of Annual Salary, which includes Base Salary and other Compensation, the Treasurer's Annual Salary rate shall be divided by 240 days per year (260-day contract less 20 vacation days). The Treasurer may waive any part of this increase by written notification to the Board President. The salary will increase 2.0% effective each August 1, beginning August 1, 2025, for the duration of the contract. The Base Salary of the Treasurer may be increased but in no event shall the salary of the Treasurer be reduced except as provided by law.
 - B. **Other Compensation** – The Board shall provide the Treasurer with the fringe benefits provided to other administrative employees except as specifically provided herein. Those benefits shall include:
 1. **Sick Leave** – The Treasurer shall be entitled to accumulate and use sick leave in a manner consistent with state law and Board policies.
 2. **Personal Leave** – The Treasurer shall be entitled to three (3) days of personal leave each year (August through July) under this Contract.

3. Term life Insurance – The Treasurer shall be provided a Board-paid term life insurance policy with a face value equal to twice the amount of the Base Salary.
4. Medical Insurance – Treasurer will be provided medical insurance in such amounts and upon such terms as provided to other Administrative employees.
5. Vacation – The Treasurer will be entitled to twenty (20) days of paid vacation per year (August through July) under this Contract. The Treasurer may receive, upon written request, compensation for up to ten (10) days of unused vacation at his/her daily rate of pay at that time. The Treasurer must make that election known to the Board by July 15 of each year. In the event of separation from employment except for termination for cause, the balance of unused vacation days shall be paid at the Treasurer's daily rate of pay at that time. In the event of the Treasurer's death, payment for his/her unused vacation days will be made in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate. Treasurer is also entitled to payment for Board approved holidays consistent with other administrative employees.
6. Mileage – The Board shall be responsible for reimbursing the Treasurer for his/her business travel and the use of his/her automobile that is for the benefit of the Board. Reimbursement shall be at the Internal Revenue Service mileage rate in effect at the time.
7. Professional Growth and Dues – The Board shall pay the Treasurer's professional dues for membership to a maximum of \$1,500.00. The Board shall reimburse the Treasurer for reasonable expenses necessarily incurred in attending professional functions meetings, which is encouraged.
8. Retirement Pick-up – In accordance with Internal Revenue Code Section 414(h)(2), the Board agrees to pick up all of the Treasurer's required contribution to the State Employees Retirement System ("SERS") plus all retirement contributions on this picked-up amount (11%). Such pickup shall be a "fringe benefit" pickup of the entire amount of the member contribution which the Treasurer is required to contribute to SERS, based upon the salary and compensation provided in this Contract, and all other "compensation" of the Treasurer under Ohio Revised Code ("ORC") Section 3309.01. In furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the fringe benefit pickup directly to SERS as a member contribution of the Treasurer, in lieu of an equal amount of his/her contract salary being paid to SERS as an employee contribution and the Treasurer shall not have the option of receiving cash in lieu of the fringe benefit pick up. The amount of the fringe benefit pickup in this Contract also shall be considered as compensation of the Treasurer for purposes of ORC Section 3309.01 and, in accordance with and subject to the foregoing provisions of this paragraph, the Treasurer shall pay directly to SERS all employer and member contributions (in lieu of the Treasurer paying such

employee contributions) required on account of the inclusion of such fringe benefit pickup as additional compensation for such purposes. The fringe benefit pick-up shall be considered part of the Treasurer's Annual Salary for purposes of any per diem rate of pay calculations.

9. Medicare Tax Payment – The Board shall pay the full cost of the Treasurer's obligation of federal Medicare Tax contributions.
 10. Cellular Telephone – The Treasurer shall receive a monthly reimbursement of \$75.00 for the use of his/her personal cellular telephone for Board related matters and is required to comply with all Board approved policies regarding such use, including but not limited to, Policy No. 7530.02 Staff Use of Personal Communication Devices.
 11. Reasonable Expenses -- The Board shall reimburse the Treasurer for necessary and documented expenses required in the performance of his/her duties under this Agreement in accordance with Board Policy.
 12. Severance-- Provided Treasurer is employed by the Board at the time he/she commences service retirement under SERS, Treasurer will be compensated for 25% of the 260 days of accumulated unused sick leave, payable at his/her current per diem rate of pay at the time of severance (Annual Salary divided by 240 days). Payment will be made within a month of Treasurer submitting to the Board President a copy/proof of his/her first SERS check/deposit following commencement of his/her retirement. Payment for sick leave shall be made only once and shall eliminate all sick leave accrued to Treasurer at that time.
- V. Indemnification: Except for findings for recovery in an audit report pursuant to Section 117.28 of the Ohio Revised Code, 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/her individual capacity, or in his/her official capacity as agent and employee of Green Local Schools, provided the incident arose while the Treasurer was acting in good faith and within the scope of his/her employment (excluding criminal prosecution) and any such liability coverage is within the authority of the Board to provide under state law. The liability of the Board 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 Contract 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.

- VI. Evaluation – The Treasurer shall be evaluated annually by the Board based upon goals established by the Board in consultation with the Treasurer. The establishment of an evaluation procedure shall not result in an expectation of continued employment. Further, the renewal of the employment contract of the Treasurer is not dependent upon the content of the evaluation.

- VII. Contract Termination – The employment of the Treasurer may be terminated in the following manners:
- A. Mutual agreement of the Board and the Treasurer;
 - B. Retirement;
 - C. Disability that renders the Treasurer incompetent to perform the duties of the position;
 - D. Death of the Treasurer;
 - E. Nonrenewal of the employment contract in a manner consistent with Section 3313.22 of the Ohio Revised Code;
 - F. For good and just cause pursuant to Sections 3319.16 and 3319.161 of the Ohio Revised Code.
- VIII. Applicable Law - This Agreement is subject to all provisions of the Ohio Revised Code and to the provisions of the State Employees Retirement System. Should any provision hereof be in conflict with the Ohio Revised Code and/or the State Employees Retirement System, the latter authorities shall govern.
- IX. Choice of Venue - The Board and Treasurer agree that the jurisdiction and venue for any dispute involving the terms and conditions of this Agreement will be Wayne County, Ohio, and that service of process may proceed from such appropriate court.
- X. Savings Clause - This Agreement is subject to and shall be construed according to the laws of the State of Ohio. Any provisions of this Agreement that are declared invalid or unenforceable by legislative action or judicial ruling shall be severed from this Agreement and the remaining terms shall continue 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 the Treasurer additional compensation equal to the monetary value of such lost payment or benefit. If the lost payments or benefits would have been nontaxable to the Treasurer, the amount paid by the Board under this paragraph shall be increased by an amount reasonably estimated to defray the additional tax liability incurred by the Treasurer.
- XI. Entire Agreement - This instrument contains the entire agreement of the parties; it may not be changed orally but only by an agreement in writing signed by the parties.

For and in consideration of the salary, fringe benefits, and other terms and conditions herein provided, the Treasurer represents that all information he/she supplied to the Board which the Board relied upon in connection with his/her employment is accurate to the best of his/her knowledge and that he/she has been notified as required by law of all duties and obligations under Chapter 3309 of the Ohio Revised Code, pertaining to the School Employees Retirement System, as a condition of his/her employment.

This Contract is executed by representatives of the parties with the authority to execute this Contract and bind the represented party on the date indicated with each signature. The Board and Treasurer agree and affirm that this Contract contains the entire Agreement of the parties and supersedes any and all prior Agreements or Contracts related to Treasurer's employment with the Board.

**GREEN LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
President

Date: _____

By: _____
Treasurer

Date: _____