







## Exhibit D

- 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.
- XII. Miscellaneous - The recitals are hereby incorporated in the Agreement as if fully rewritten herein.

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: \_\_\_\_\_