

CONTRACT OF THE TREASURER – 260 days

AN AGREEMENT by and between Michael Davis (hereinafter “the Treasurer”) and the Board of Education of the Celina City School District, Mercer County, Ohio (hereinafter “Board of Education”), pursuant to the resolution duly adopted by the Board of Education the 16th day of November, 2015.

WHEREAS, the Board of Education has determined it is necessary to enter into a contract for the employment of the treasurer of schools pursuant to RC 3313.22: and

WHEREAS, the Board of Education has appointed Michael Davis to said position and has authorized this contract:

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

1. The Treasurer is appointed and employed to serve as treasurer of schools for a term of three (3) plus years, commencing December 1, 2015 and ending July 31, 2019, provided that he holds and furnishes throughout the life of this contract a valid and appropriate certificate to act as treasurer for a city school district in the state of Ohio.
2. The Treasurer shall be compensated with an annual salary of \$77,250.00, which shall be paid retroactive to August 1, 2015. The Treasurer shall receive a three percent increase effective August 1, 2016. The Treasurer’s salary may be modified by additional resolutions adopted by the Board of Education.

The base salary schedules will not include any longevity allowances that are included in the Administrative Compensation Plan to which the Treasurer is entitled. All salaries are payable in equal installments during each year ending July 31st. As provided by law, this salary may be increased but not decreased, during the term of this contract, except pursuant to a uniform plan affecting all employees of the district.

3.
 - A. 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 the treasurer’s total retirement contribution to the SERS on behalf of the Treasurer. During the term of this contract, this pick-up shall be a condition of the 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 the Treasurer’s compensation for the purpose of calculating retirement benefits.
 - B. The Board shall provide the option of enrolling in health, prescription drug, dental and other benefits as provided on the Administrative Compensation Plan. The Board and Treasurer shall contribute to the purchase of the selected benefits in accordance with the Leave/Benefit section of the Administrator Compensation Plan. The Board reserves the right to change carriers or its method of insurance

during the term of this contract, as long as there is substantial equivalency of coverage before and after such change. Changes to the Benefit Plan(s) must be approved by the BIC and the Insurance Consortium before any changes shall be made in the current benefit plan(s). The Treasurer shall receive any other fringe benefits hereinafter granted the other administrators in the school district.

C. The Board shall procure and pay for the full premium for a term life insurance policy in the amount of \$50,000.00 payable to the beneficiary designated by the Treasurer. The Treasurer shall have the option to purchase additional of group term life as provided in accordance with the options available through the life insurance carrier.

D. The treasurer shall be entitled to the following paid holidays.

Labor Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Eve Day
New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Independence Day (4 th of July)

E. The Treasurer shall be entitled to 25 days of vacation during each period ending July 31st of this contract. Vacation leave days shall be a fully paid leave and may be used at the discretion of the Treasurer barring extraordinary and compelling circumstances requiring the continued presence of the Treasurer at his place of work. The Administrator Compensation Plan allows the administrator to be compensated at his daily rate for up to three (3) days of unused vacation leave.

F. The Board shall pay for the Treasurer's full membership in any educational association deemed appropriate by the Board such as the Ohio Association of School Business Officials.

G. In addition to the benefits mentioned above, the Treasurer shall be entitled to all benefits which are provided to other administrative employees of the district and which do not duplicate the above including but not limited to sick leave, personal leave, and other leaves.

H. Upon retirement from employment in the District, the Treasurer shall be entitled to full pay from SERS at his current per diem rate (1/260th) for twenty-five (25%) of his accumulated and unused sick leave as of the date of separation. Payment of this severance pay shall extinguish the Treasurer's sick leave accumulation in the District and for purposes of future public employment in Ohio.

I. The Treasurer's annual salary is based upon two hundred sixty (260) days per year, which shall include two hundred twenty-five (225) work days, twenty-five (25) paid vacation days, three (3) paid personal days, and twelve (12) paid holidays.

4. The Board of Education agrees that it shall defend, hold harmless, and indemnify the Treasurer from any and all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, and also includes criminal proceedings, whether threatened or instituted, that arise from the acts or omissions of the Treasurer while acting within the scope of the Treasurer's employment with the Board, and the good faith belief that such conduct was lawful and in the best interest of the District. This indemnification does not include findings for recovery in an audit report pursuant to R.C. 117.28.

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. In no case will individual Board Members be considered personally liable for indemnifying the Treasurer against such demands, claims, suits, actions and legal proceedings.

5. The Treasurer shall perform all duties as prescribed by law and as are consistent with Board policy. The Treasurer shall perform the duties specified in the Job Description for the Treasurer as adopted by the Board, as it may be amended from time to time during the term of the contract. Such Job Description, as so amended, is incorporated into this contract by reference as if fully restated herein.
6. In light of the unique nature of the professional duties of the Treasurer which require attendance of many meetings and functions at different school buildings, at non-school locations, and after normal business hours, the Board shall reimburse the Treasurer mileage for use of his personal vehicle in connection with school business. Such reimbursement shall be paid at the IRS rate upon monthly statements signed by the Treasurer and submitted to the Superintendent. The Treasurer may use school vehicles in connection with school business at his discretion. Any personal use of school vehicles may be only with the permission of the Board.
7. The Board shall evaluate the Treasurer annually in accordance with its adopted procedures. Such evaluation shall be considered by the Board in deciding whether to renew the Treasurer's contract. The Board may, at its discretion, also consider any such evaluation in determining what, if any, changes should be made in the Treasurer's compensation.
8. If so requested by the Board, or at the election of the Treasurer, the Treasurer shall undergo a comprehensive medical examination conducted by reputable physician or physicians of the Treasurer's choosing, which examination shall not be conducted more than once in any calendar year, except by mutual agreement. When such an examination is performed, the physician or physicians shall submit a written statement to the Board which is limited to the conclusion as to whether the Treasurer is physically and mentally capable of performing the duties of his office. The actual medical report of the examination shall become property of the Treasurer and shall remain confidential as between the physician(s) and the Treasurer. The cost of the medical examination and the report shall be borne by the Board.

If the physician's statement declares that the Treasurer is not capable of performing his job duties, it is agreed that the Board may proceed with the appointment of a Treasurer *pro tempore* pursuant to R.C. 3313.23.

9. The Treasurer agrees he has been notified and accepts his duties and obligations under Chapter 3309 of the Ohio Revised Code relating to SERS.
10. This employment may be terminated by:
 - A. Mutual agreement of both parties
 - B. Retirement, disability, or death of the administrator
 - C. Termination by the Board in accordance with RC 3319.16
11. If any portion of this contract is ruled to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect for the full duration thereof.
12. This writing sets forth the complete agreement of the parties and shall not be varied or amended except in writing signed by both parties, and pursuant to a properly adopted resolution of the Board.

FOR, AND IN CONSIDERATION of the salary and fringe benefits herein provided, Michael Davis represents that all information supplied to the Board of Education by him in connection with his employment is accurate to the best of his knowledge.

IN WITNESS THEREFORE, the Board of Education by its President and Treasurer, have set their hands hereto this ____ day of _____, 2015.

BOARD OF EDUCATION OF THE
CELINA CITY SCHOOL DISTRICT

President Date

Treasurer Date