

WORTHINGTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION
ADDENDUM TO THE CONTRACT OF TREASURER

The Board of Education and Treasurer Jeff McCuen agree to these revisions to the following numbered paragraphs of the contract between them approved in the Board's minutes dated December 15, 2014 and expiring at midnight July 31, 2019.

Section 1. Definitions. As used in this Agreement:

"District" means the Worthington City School District, Franklin County, Ohio;

"Board" means the Board of Education of the Worthington City School District;

"Policy" or "Board Policy" means the duly adopted policies of the Worthington City School District as currently in effect or as hereafter amended;

"contract year" for compensation and benefit purposes means the twelve-month period between August 1 and July 31, provided that all salary and benefit payments shall be pro-rated for any year consisting of fewer than twelve full months;

"daily rate of pay" means the sum of the Treasurer's then effective salary, Board paid annuity, and IRA payment divided by two hundred nineteen (219) days.

Section 2. Salary of Treasurer, Retirement System Contribution.

The Board shall pay the Treasurer an annual salary at the rate of one-hundred thirty-three thousand and two hundred sixty-nine dollars (\$133,269.00), retroactive to August 1, 2017, in consideration of his faithful performance of the duties of Treasurer of Schools and his service as the chief financial officer of the District. Beginning August 1, 2018 the Treasurer's salary shall be increased by the percentage agreed to by the Board.

The Board shall pay the employer's share of School Employees Retirement System (SERS) contributions as required by law. In addition, the Board will "pick up and pay" (pay directly) the employee's share of the Treasurer's total retirement contribution to the SERS on behalf of the Treasurer, plus all retirement contributions on the "picked-up" amount. During the term of this contract, this "pick-up" shall be a condition of the Treasurer's employment and shall not be at the Treasurer's option. It is the intention of the parties that the "picked-up" amount be included in the Treasurer's compensation for the purpose of calculating retirement benefits. The SERS "pick-up" will be continued so long as the Internal Revenue Code, the SERS and the State Attorney General allow it.

The annual salary shall be paid in substantially equal installments in accordance with the policy and practice of the Board governing the payment of compensation to other professional staff members of the District.

Section 6. Treasurer's Professional Qualifications and Duties.

The Treasurer has represented to the Board that he holds the professional qualifications, training, experience and ability to provide the District with the highest quality of professional financial leadership and this contract is expressly entered into in reliance on those representations.

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These duties will generally be performed during normal business hours and on District premises, but is expressly agreed that the duties of the Treasurer will require the Treasurer to work during times other than normal business hours. The Board expects the Treasurer to provide the District with the highest quality financial leadership during the term of this agreement.

a. Treasurer.

The Treasurer shall serve as the treasurer and chief fiscal officer of the District and shall perform the duties of the office of treasurer specifically imposed by law including the Ohio Revised Code and regulations adopted thereunder and additional duties at the direction of the Board. The Treasurer shall, except as otherwise provided herein, devote his full time and reasonable best professional efforts to the needs of the District. The Treasurer shall be responsible for the financial affairs of the District, subject to the direction of the Board. The Treasurer shall promote and encourage a close working relationship with the Board and shall work cooperatively with the Board and the Superintendent on all matters assigned. The Treasurer shall communicate such information as may be requested by the Board or reasonably necessary to enable the Board to effectively establish and implement sound fiscal policy for the District. The Treasurer shall promote and carry out those policies as established by the Board.

b. Licensure/Certification.

The Treasurer shall furnish, append hereto, and maintain throughout the term of this contract a valid license to act as a Treasurer of the Worthington City School District issued under Section 3301.074 of the Ohio Revised Code.

c. Financial Services Personnel.

Subject to Board Policy and guidelines the Treasurer shall: select and recommend persons for employment in the financial services of the District, subject to Board approval; place financial services personnel on appropriate salary schedules or in salary ranges; direct, transfer, assign or reassign all such personnel, subject to Board approval and in the manner which, in the Treasurer's judgment, best serves the District; and perform such other duties as the laws of the State of Ohio require or the Board shall reasonably require. The Treasurer shall be responsible for the evaluation of board-assigned financial services personnel and shall, as appropriate, recommend the renewal, nonrenewal, termination or discipline of such personnel.

d. District Programs.

The Treasurer shall cooperate and assist in the implementation of the District's Strategic Plan and shall recommend to the Board fiscal actions to accomplish the goals and objectives established by the Board, taking into consideration the guidelines set by the Board in the adopted Annual Budget for the District and in Board policies.

e. District Operations.

The Treasurer shall become familiar with the District's operations and shall work cooperatively with the Superintendent to promote the fiscal welfare of the District. The Treasurer shall assist in providing information to the community with respect to any tax levy or bond issues then under consideration.

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f. Collective Bargaining.

The Treasurer shall participate in the bargaining and implementation of collective bargaining agreements with the bargaining units representing District employees in accordance with Board policy and direction.

g. Attendance at Professional Meetings.

The Treasurer shall attend, at Board expense, appropriate professional meetings at the local, state and national level that will enhance his capacity to deal effectively with the business of the District, including the Ohio Association of School Business Officials Annual Leadership Academy, provided that the Treasurer provides the President of the Board advance notice of any out-of-state professional meeting before his attendance. Attendance at appropriate professional meetings must be within the limits of appropriations for such purposes as set by the Board and shall not interfere with the effective operation of the District. All expenses shall be submitted with receipts in accordance with District policy.

h. Other Duties.

The Treasurer shall perform other duties as prescribed by State law, in Board policies as they currently exist or may hereafter be amended, and by the specific provisions of this Contract. The Treasurer shall not engage in any outside consulting service during normal working hours nor shall any outside service commitment interfere with the Treasurer's full-time attention to District responsibilities.

Section 11. Treasurer Vacation, Sick Leave and Severance Pay.

The Treasurer's contract year shall include the twelve month period from August 1 through July 31 and shall include 260 working days of which thirty (30) working days are paid vacation days exclusive of legal holidays. Vacation days shall be scheduled by the Treasurer so as to minimize disruption of District operations and at times acceptable to the Board. Vacation leave shall be taken within the year in which it is earned except that not more than sixty (60) days of unused vacation leave may be carried forward to a subsequent year. At the written request of the Treasurer, the Board will pay the Treasurer the daily rate of pay for ("buy back") up to fifteen (15) unused vacation days for each Contract year thereafter. Upon payment, such days will be deducted from the Treasurer's total accrued and unused vacation days. Vacation days earned by the Treasurer that are not used or processed through the "buy back" procedure described herein, and that exceed the sixty (60) days that may be carried forward in any year, shall be credited to the Treasurer as unused, "banked" vacation days. If the Treasurer should qualify under the service retirement or disability retirement provisions of the SERS during the term of this Agreement, the Treasurer shall be paid additional severance pay in an amount equal to his then-effective daily rate of pay times the number of "banked" vacation days, not to exceed a total of sixty (60) days. In the case of the death of the Treasurer, unused vacation leave shall be paid to the estate, or to the surviving spouse or other family member in accordance with Section 2113.04 of the Ohio Revised Code. The Treasurer shall be entitled to sick leave accumulated at the rate of one and one forth

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(1.25) days per month and it shall accumulate in accordance with Ohio law and Board policy. The Treasurer shall be credited with all transferable sick leave earned in prior eligible employment. If the Treasurer separates from employment after ten (10) or more years of service, he will be paid severance pay at the rate of one (1) day for every one (1) day of his accumulated and unused sick leave at the time of separation, up to a maximum of ninety (90) days' pay at the Treasurer's then daily rate of pay. If the Treasurer separates employment prior to January 1, 2019, the maximum number of days shall be eighty (80) days for severance. Upon separation from employment, the Treasurer shall be entitled to transfer the remaining balance of his unused sick leave less the number of days paid through severance. Should the Treasurer be rehired, the remaining balance of sick days shall be credited to his account and available for use and for transfer to another governmental entity in the future.

Section 13. Insurance and Other Benefits.

The benefits provided under this contract, including but not limited to the following, are provided to the Treasurer on the condition that: (1) each of the benefits is authorized and permitted under existing provisions of law, (2) the Treasurer will be solely responsible for the reporting and payment of any taxes that may be due by reason of any or all of the benefits, and (3) that any amounts sheltered from income tax liability shall not exceed the maximum amount of such shelter available to the Treasurer under applicable IRS regulations.

a. Life Insurance.

Within a reasonable time following the signing of this Agreement, the Board will provide and maintain in effect during the term of this Agreement a group term life insurance policy insuring the life of the Treasurer in the amount of \$400,000. Subject to the approval of the insurance carrier, the Treasurer may purchase, at his expense, additional life insurance up to an amount equal to twice the Treasurer's annual salary.

b. Health and Medical Insurance.

The Treasurer may, as of January 1, 2015, subscribe to the group health and medical insurance policy accorded to other administrators of the District at a cost of 20% of the premium in place. The Treasurer is not eligible for the Health Savings Account contribution afforded to other administrators. The Treasurer shall receive dental and vision insurance on the same basis as such insurance is provided to other administrators in the District. The Board also will pay the Treasurer's share of the 1.45% Medicare contribution for the duration of this contract.

c. Flexible Spending Plan.

The Treasurer may participate in the District's Section 125 Flexible Spending Plan on the same basis as other Administrators of the District.

d. Tax Sheltered Annuity.

For each year this Agreement is in effect the Treasurer may elect to receive in cash or have paid directly to a tax sheltered annuity the annual sum equal to nineteen and four tenths percent (19.4%) of the Treasurer's annual salary. Any such annuity shall be purchased from a company approved by the Board consistent with Board policy. Such payment shall be pro-rated for any year consisting of fewer than twelve months.

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e. Cellular Telephone.

The Board will pay the Treasurer the additional sum of sixty (\$60.00) per month for the purchase of cellular telephone service. Any expenses in excess of that amount shall be the responsibility of the Treasurer. This provision expires on January 1, 2018.

f. IRA Contribution.

For each year this contract is in effect the Treasurer may elect to receive in cash or have paid directly to a Roth IRA satisfying the requirements of Internal Revenue Code Section 408(A), the sum of five thousand four hundred dollars (\$5,400.00) per year. Such payment shall be pro-rated for any year consisting of less than twelve months.

g. Performance Incentive.

During the month of July of each year, the Board will review the performance of the Treasurer. The Board upon positive evaluation of the Treasurer shall provide a performance incentive of up to two percent (2%) of the base salary as set forth in Section 2 of this agreement.

Jeff McCuen, by affixing his signature hereto, represents that he has been notified as required by Section 3309.53 of the Ohio Revised Code, of his duties and obligations under Chapter 3309 of the Ohio Revised Code pertaining to the School Employees Retirement System as a condition of his employment.

Dated this 8th day of January, 2018.

WORTHINGTON CITY SCHOOL
DISTRICT BOARD OF EDUCATION

TREASURER

_____, Board President

Jeff McCuen