

WORTHINGTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
CONTRACT OF TREASURER

IT IS HEREBY AGREED, in consideration of the mutual promises and covenants hereinafter set forth, by and between the Board of Education of the Worthington City School District (the "Board") and Thomas J. Cusick (the "Treasurer") that the Board, in accordance with its action by Resolution recorded in the Minutes of its Meeting held on the 14th day of September 2020, hereby employs Thomas J. Cusick as the Treasurer of the Worthington City School District for a term commencing on October 1, 2020 and ending on July 31, 2024, and the Treasurer hereby accepts such employment and agrees that he shall perform the duties of Treasurer in and for the District as those duties are prescribed by the laws of the State of Ohio, by the Policies, Rules and Regulations of the Board and by this Contract.

IT IS FURTHER AGREED by and between the Board and the Treasurer as follows:

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, the SERS pickup in Section 2, and the Board paid annuity in Section 13(d) 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 \$142,000 in consideration of his faithful performance of the duties of Treasurer of Schools and his service as the chief financial officer of the District.

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 3. Annual Evaluation.

The Board shall have the right to make adjustments in the annual salary of the Treasurer. Prior to August 1 of each contract year in which this Contract or any extension thereof is in effect, the Board shall, consistent with the Board-adopted written evaluation procedure, Treasurer job description and performance goals, review the performance of the Treasurer and provide the Treasurer with an annual evaluation of his performance. Any performance review may be conducted in executive session of the Board. The Treasurer shall provide such information as is necessary or appropriate to permit the Board to determine the extent to which the Treasurer's professional goals and objectives have been achieved or, if not achieved, the extent to which progress toward accomplishing such goals and objectives has been made. The Board shall increase the Treasurer's salary by up to three percent (3%) annually based on the aforementioned evaluation. If the Board fails to either: (1) set goals in with the Treasurer; or (2) provide a performance review as provided in the section by December 31 of each contract year, the Treasurer shall receive an increase of one and one-half percent (1.5%) for that contract year. Agreement of the Treasurer is not necessary in the event of a uniform reduction of salary for all employees. It is the intention of the parties that the annuity payments amount be included in the Treasurer's compensation for the purpose of calculating retirement benefits.

Section 4. Term, Extension or Termination of Contract.

The Board shall give the Treasurer written notice, in accordance with Revised Code Section 3313.22 if it determines not to reemploy the Treasurer for a succeeding term. In the event such notice is not given, the Treasurer shall be deemed reemployed for an additional year. The Treasurer shall provide a minimum of sixty (60) days written notice to the Board President of his desire to terminate his employment prior to the expiration of this Contract.

Section 5. Termination of Contract.

Prior to the termination or suspension of this contract for a period of greater than ten (10) working days, the Board will provide the Treasurer an opportunity for a meeting that shall be conducted before the Board in executive session. At such meeting, the Treasurer shall have an opportunity to provide information as to why the contract should not be suspended or terminated. In the event of suspension or termination, the Treasurer will promptly deliver all funds, books, records, and accounts to the Board and will cooperate with any interim employee assigned the duties of Treasurer pending the completion of any hearing challenging such suspension or termination.

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. 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.

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 7. Referral of Complaints.

When administrative action is requested or required for the resolution of criticisms, complaints or suggestions related to the office of the Treasurer, the Board and its individual members shall refer such criticisms, complaints or suggestions to the Treasurer for consideration, recommendations and, if appropriate, resolution.

Section 8. Treasurer Incapacity.

Should the Treasurer, in the judgment of the Board, be unable to fully perform his duties by reason of illness, accident or other disabling cause and said disability exists for a continuous period of thirty (30) calendar days, the Board may by majority vote of its members declare the Treasurer incapacitated. During any period during which the Treasurer is incapacitated he may be placed on sick leave or leave of absence. The Treasurer may request a hearing before the Board on any action taken under this Section, and he shall have the same rights in any such hearing as are granted to a teacher in a Board hearing under Section 3319.16 of the Ohio Revised Code. If the Board determines the Treasurer is incapacitated, it shall, in accordance with Section 3313.23 of the Ohio Revised Code, appoint a Treasurer pro tempore to perform all of the duties and functions of the Treasurer and to serve until the Board, by majority vote, determines the Treasurer's incapacity is removed or until the expiration of the Treasurer's contract, whichever is sooner. The term of the Treasurer's Contract shall not be extended by reason of the Treasurer being incapacitated.

Section 9. Treasurer Medical Examination.

At the request of the Board, the Treasurer shall take a comprehensive medical examination and shall submit a statement from the examining physician certifying the well-being of the Treasurer. Such statement shall be filed with the Board as confidential information. The costs of the examination and medical report shall be paid by the District.

Section 10. Expenses.

No travel expenses will be paid the Treasurer for travel within the District; however, the Board will, consistent with Board policy, reimburse the Treasurer for actual and necessary expenses, including auto rental expenses incurred in the performance of his duties outside the school district. The

Treasurer shall be reimbursed for necessary automobile mileage for travel outside the District at the then-current maximum rate approved by the Internal Revenue Service for the deduction of auto mileage expenses. All expenses for which reimbursement is sought shall be supported by receipts and submitted in accordance with District policy.

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 thirty (30) days of unused vacation leave may be carried forward to a subsequent year. At the written request of the Treasurer by August 15 of each year, the Board will pay the Treasurer the daily rate of pay for ("buy back") up to fifteen (15) unused vacation days for the preceding contract year. Such payment shall be made in a lump sum by August 31. 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 thirty (30) 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 fourth (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. The Treasurer will be entitled to convert accumulated and unused sick leave into severance pay upon death in office or upon retirement in accordance with Board policy applicable to other twelve-month administrators.

Section 12. Affiliation Dues and Professional Growth Opportunities.

In furtherance of his professional growth and education, the Treasurer shall remain a member of the Government Finance Officers Association, the Association of School Business Officials, up to two (2) other professional organizations of the Treasurer's choice, and shall be a member of one civic organization, such as the Worthington Rotary Club. The Board shall pay membership dues for each of the foregoing organizations. The Treasurer shall be eligible to participate in other professional growth opportunities on the same basis as is provided to other District Administrators pursuant to Board policy.

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 \$500,000. 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, Medical, Dental and Vision Insurance.

The Treasurer may, at his election, participate in the group health, medical, vision and dental insurance policies offered to other administrators of the District on the same basis as such insurance is provided to other administrators in the District.

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 fourteen percent (14%) 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.

e. Employee Medicare Tax.

The Board shall pick up and pay the Treasurer's employee share of the Medicare contribution tax (currently one and forty-five hundredths percent (1.45%) of his annual compensation that is subject to that contribution under Section 2 above) and any additional Medicare tax which may result from the assumption of such tax by the Board. The Board shall not assume and pay any federal, state or local income taxes associated with the Board's assumption of the employee portion of the Medicare tax.

Section 14. Performance Bond.

The Board shall obtain and maintain a performance bond in the amount of \$100,000 concerning the performance of the Treasurer. The Treasurer shall comply with the terms and conditions of such bond and perform his duties in such a manner that the bond will not be forfeited.

Section 15. Indemnification.

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 him in his individual or official capacity as agent and employee of the Board, provided that the incident that gives rise to the litigation occurred while the Treasurer was acting in good faith and within the scope of his employment and provided that such defense and indemnification is within the authority of the Board to provide under the laws of the State of Ohio. In no case will individual Board members be considered personally liable for indemnifying the Treasurer against such demands, claims, suits, actions and legal proceedings. The

duty to defend, indemnify and hold harmless shall not include disputes between the Treasurer and the Board, nor findings for recovery made against the Treasurer in a report of examination by the Bureau of Inspection and Supervision of Public Offices pursuant to Revised Code Section 117.11. The Board shall not be required to pay any costs of any legal proceedings where the Board and the Treasurer have adverse interests in such proceedings.

Section 16. Residence.

The Treasurer shall maintain a permanent residence within the District or at a location reasonably close to the District for the duration of this Contract.

Section 17. Contract Not Assignable.

This Contract is a contract for personal professional services of the Treasurer and is not assignable by either party.

Section 18. Severability and Entire Agreement.

This Contract of Employment shall be subject and construed according to the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect. This contract contains the entire agreement between the parties and any purported agreement or understanding not herein contained, expressly or by implication, shall not be recognized.

Thomas J. Cusick, 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 ____ day of September, 2020.

WORTHINGTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

TREASURER

Nicolette Hudson, Board President

Thomas J. Cusick