

TREASURER'S CONTRACT

This employment contract is entered into this ____ day of June, 2023, by and between the Board of Education of the Bucyrus City School District, hereinafter called the Board, and Lisa Thoman-Cha, hereinafter called the Treasurer. The Board and the Treasurer, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT**

The Board, in accordance with its action in the minutes of its meeting held on the 30th day of June, 2023, hereby employs, and the Treasurer hereby accepts employment as Treasurer for a period commencing August 1, 2023 and ending July 31, 2026.

2. **PROFESSIONAL LICENSURE**

The Treasurer shall maintain and furnish to the Board evidence of maintaining a valid and appropriate license to act as Treasurer of Schools in this District in accordance with the laws of the State of Ohio, throughout the term of this Contract.

3. **DUTIES OF THE TREASURER**

- A. The Treasurer shall perform all duties as prescribed by law and as are consistent with Board policy.
- B. The Treasurer shall perform the duties specified in the Job Description for Treasurer as adopted by the Board, as it may be amended from time to time during the term of this Contract. Such Job Description, as so amended, is hereby incorporated into this Contract by reference as if fully restated herein.

4. **COMPENSATION**

- A. The Board shall pay the Treasurer at an annual rate of Ninety-Five Thousand Dollars (\$95,000), to be paid in twenty-four (24) equal installments in accordance with Board Policy. The Board may increase the salary of the Treasurer during the term of this Contract, but in no event shall the Treasurer's salary be reduced, except as provided by law.
- B. The Board shall pay the Treasurer an annual rate increase equal to three percent (3%). The effective date of each such salary increase shall be August 1 of each year for the term of this Contract beginning in 2024.
- C. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein and such adjustments or modifications shall not be considered as a new Contract nor as any extension of the term of employment unless expressly provided by the Board. If any adjustment in salary or other compensation is made during the term of the Contract, it is understood and agreed that all other provisions of this Contract, including its term and termination date, shall remain in effect as originally set forth herein.

5. OTHER COMPENSATION

The Treasurer shall receive:

- A. 85% Board paid health and major medical insurance or insurance refusal option;
- B. fully-paid dental insurance;
- C. life insurance at three (3) times the established annual salary subject to plan maximums;
- D. other fringe benefits applicable to other Administrators, including but not limited to, retirement incentives;
- E. in accordance with Internal Revenue Code ("IRC") Section 414(h)(2), the Board agrees to pick up and pay the Treasurer's required contribution to the State Employees Retirement System ("SERS"). Such pick-up and payment shall be a "fringe benefit" pick-up of the entire amount of the employee contribution which the Treasurer is required to contribute to SERS, based upon the salary provided in this Contract and other "compensation" of the Treasurer under R.C. 3309.01. The Board will also pay the employer and employee SERS contributions on this "picked-up" amount. In furtherance of the foregoing, the Treasurer is hereby authorized to pay the amount of the fringe benefit pick-up directly to SERS as an employee contribution of the Treasurer and in lieu of an equal amount of the 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. The amount of the fringe benefit pick-up in this Contract shall be considered as Compensation of the Treasurer for purposes of R.C. 3309.01; and, in accordance with and subject to the foregoing provisions of this paragraph, the District shall pay directly to SERS all employer and employee contributions (in lieu of the Treasurer paying such employee contributions) required because the inclusion of such fringe benefit pick-up as additional compensation for such purposes.
- F. The Board shall pay on behalf of the Treasurer, and in addition to the salary shown in Paragraph 4 above, the Treasurer's share of the Medicare payroll tax (currently at 1.45% of salary).

Fringe benefits may be amended from time to time during the term of this Contract. Such amendment is hereby incorporated in this Contract by reference as is fully restated herein.

6. DAYS TO BE WORKED

The Treasurer's rate of pay shall be calculated on the basis of two hundred twenty-eight (228) work days being the two hundred sixty (260) contracted days, minus twenty-five (25) days' vacation and seven (7) federal holidays. The Treasurer shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but

it is expressly agreed that duties of this position will require the Treasurer to work during times other than normal business hours.

7. VACATIONS, HOLIDAYS, PERSONAL LEAVE AND ADMINISTRATIVE LEAVE

- A. The Treasurer shall be entitled to twenty-five (25) vacation days with pay each year this Contract is in effect, and to the legal holidays specified in the Board-approved calendar. The Treasurer will be allowed to carry over a maximum of ten (10) days of paid vacation per year with a maximum of fifty (50) days' vacation accrued at any given time during the term of this Contract. The Treasurer may elect to cash in up to fifteen (15) days of accrued, unused vacation each Contract year. Upon separation from employment, the Board shall compensate the Treasurer at her current per diem rate of pay for all such accrued and unused vacation leave.
- B. The Treasurer shall be entitled to five (5) paid personal days per Contract year. Unused personal leave days shall not carry over to subsequent Contract years.
- C. The Treasurer shall be entitled to five (5) "administrative leave" leave days per Contract year, which are defined as paid days off from work to be taken by the Treasurer only on days when students are not in session.

8. PROFESSIONAL GROWTH AND TUITION REIMBURSEMENT

- A. The Treasurer shall be encouraged to attend professional meetings associated with the position of Treasurer with the actual and necessary expenses of said attendance to be paid by the District in accordance with Board Policy.
- B. The Board will pay the dues of the Treasurer for membership in the Ohio Association of School Business Officials.
- C. Tuition Reimbursement: Within a reasonable time following presentation of documentation to the Board President showing successful completion of, and payment of, the required tuition and any mandatory fee(s) for, any course undertaken following the initial employment of Treasurer in such capacity, which course is in pursuit of a Ph.D. or D.Ed. degree at an institution of higher education accredited by an organization recognized by the Ohio Board of Regents, the Board of Education shall reimburse Treasurer for such tuition and fee(s), provided that: (a) reimbursement for such tuition and fee(s) shall not in the aggregate exceed \$2,500.00 for coursework taken in any Contract year; (b) "successful completion" as used herein shall mean a grade of 2.0 or better on a 4.0 scale, the equivalent of same on any other numerical scale, or "pass" on a pass/fail scale; and (c) should Treasurer's employment with the Board of Education conclude within one year of completion of a course for which reimbursement is made under this provision, Treasurer shall repay the Board of Education for the amount so reimbursed for any such course on a pro rata basis, which may be deducted from Treasurer's final pay.

9. SICK LEAVE

The Treasurer is entitled to the use of, and accumulation of sick leave in accordance with Ohio law and Board Policy. Upon separation from employment for any reason other than termination under R.C. 3319.16 or contract non-renewal under R.C. 3313.22, Treasurer will be entitled to be paid a severance equal to thirty-three percent (33%) of the then-current value of her accrued and unused sick leave days and vacation days. Upon payment of severance pay, the Board shall cancel all remaining sick leave standing to the Treasurer's credit. Any severance pay the Treasurer would otherwise be eligible to receive will be paid to his estate in the event of death before separation.

10. EXPENSE REIMBURSEMENT

A. Travel Reimbursement

The Board shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of the official duties of employment under this Contract subject to limitations as provided by law and by Board Policy.

B. Cellular Phone Reimbursement

The Board will reimburse the Treasurer up to One Hundred Dollars (\$100.00) per month for cellular phone, of which such charges may be for personal and professional reasons. Said payments may be made only upon the submission of copies of the appropriate statements.

11. MEDICAL EXAMINATION

The Treasurer may be required by the Board to have a comprehensive medical examination by a physician of her choice annually during the term of this Contract. The cost of such exam shall be reimbursed by the Board to a limit of One Thousand Dollars (\$1,000.00). A physician's statement certifying to the physical and mental competency or incompetency of the Treasurer shall be directly sent to the Board President who in turn will share the report with the members of the Board of Education and place them on file with the Treasurer of the Board of Education. Said medical reports shall be treated as confidential by the Board.

12. LIABILITY INSURANCE

The Board shall provide professional liability insurance coverage pursuant to R.C. 3313.203, covering the Treasurer against liability.

The Board further will defend, indemnify, and hold harmless 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 arising from acts or omissions of

Treasurer occurring while she was acting within the scope or course of her employment. The Board may defend Treasurer from criminal charges against her if such charges are based on Treasurer's conduct occurring within the scope of her employment with the Board in the good-faith belief that the conduct was lawful and in the best interests of the District. The Board's obligations hereunder to the Treasurer in the performance of her duties while Treasurer of the District shall survive the termination of this Contract.

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

13. EVALUATION

The Board shall evaluate the Treasurer each school year by December 31st annually. A written evaluation completed by the Board shall be provided to the Treasurer.

14. SAVINGS CLAUSE

If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

15. CONTRACT TERMINATION

The Contract may be terminated by:

- A. mutual agreement of the parties;
- B. retirement, disability, or death of the Treasurer;
- C. termination by the Board in accordance with the laws of the State of Ohio.

16. REPRESENTATION AND SERS OBLIGATION

The Treasurer represents that all information supplied to the Board by her in connection with her employment is accurate to the best of her knowledge, and that she has been notified, as required by R.C. 3309.53, of her duties and obligations under R.C. Chapter 3309 pertaining to the State Employees Retirement System, as a condition of her employment.

IN WITNESS WHEREOF, the Bucyrus City School District Board of Education, by its President and Superintendent, having been first duly authorized, and Lisa Thoman-Cha, through their respective signature, have entered into this Contract on the date first written above

**BUCYRUS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

TREASURER

By: _____
Randy Blankenship, President

By: _____
Lisa Thoman-Cha

By: _____
Robert Britton, Superintendent