

Brecksville-Broadview Heights City School District

CONTRACT OF EMPLOYMENT OF TREASURER/CFO

This Employment Contract (“Contract”) is entered into this _____ day of July, 2017, by and between the Board of Education of the Board of Education of the Brecksville-Broadview Heights City School District (“Board”), Cuyahoga County, Ohio, and Jeff Hall (“Treasurer/CFO”), pursuant to Ohio Revised Code (ORC) 3313.22. The Board and Treasurer/CFO for the consideration herein specified, agree as follow.

WITNESSETH:

1. Term of Contract

The Board hereby employs Jeff Hall as Treasurer/CFO of the Brecksville- Broadview Heights City School District (the “District”) for a term beginning the 1st day of August, 2017, and ending the 31st, day of July, 2019.

2. Professional Certification

The Treasurer/CFO shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this Contract, valid credentials to act as Treasurer in this District in accordance with the laws of the State of Ohio.

3. Duties

The Treasurer/CFO shall perform the duties specified in the laws of the State of Ohio and as set forth in the Job Description for the Treasurer/CFO as adopted by the Board, as it may be amended from time to time at the Board's sole discretion during the term of this Contract. Such Job Description, including as it subsequently may be amended, is hereby incorporated in this Contract by reference as if fully restated herein. In addition, the Treasurer/CFO shall direct and assign employees directly engaged in the day-to-day fiscal operations of the District.

4. **Compensation**

The Board, in consideration of the services to be rendered by the Treasurer/CFO, hereby agrees to pay him a base salary and fringe benefits as provided herein. Any adjustment of compensation made during the life of this Contract shall be in the form of an amendment and shall become part of this Contract. Said compensation will be payable in equal installments at the same time and in the same manner as all other full-time twelve (12) month administrative employees of the Board (unless provided herein otherwise) and shall not be less than the compensation paid during the preceding year of the Contract.

a. **Salary**

Effective August 1, 2017, through the end of the term of this Agreement, the Treasurer/CFO's base salary shall be One Hundred Ten Thousand Dollars (\$110,000), which shall not be reduced during the term of this Agreement except as part of a uniform district-wide reduction plan as provided by law.

b. **Fringe Benefits**

Except where this Contract expressly provides for a different fringe benefit, the Treasurer/CFO shall receive in addition to the above-stated base salary, such fringe benefits which are provided to other certificated employees in accordance with Board Policy BCE and Guidelines BCE-R, as such may be amended from time to time (the "Policy and Guidelines"). The Policy and Guidelines, including any subsequent amendments thereto, are incorporated herein and made a part hereof.

c. **FICA Contribution**

The Board agrees to pay on behalf of the Treasurer/CFO, the full amount of the employee tax that, pursuant to Section 3101 of the Internal Revenue Code, is imposed upon all of the Medicare tax “wages” that are paid to the Treasurer/CFO pursuant to this Contract (currently 1.45% of salary). The Treasurer/CFO acknowledges and agrees that such payments may be reportable as additional taxable income of the Treasurer/CFO; and Board shall not be required to pay on behalf of, or to otherwise reimburse the Treasurer/CFO on account of, any such income tax consequences.

5. **Professional Development**

The Board shall pay the cost of the Treasurer/CFO’s membership in OASBO. Upon request of the Treasurer/CFO, the Board may also approve the cost of the Treasurer/CFO’s membership in other professional organizations, provided they are educational in nature and/or relate to the performance by the Treasurer/CFO of his duties for the District and shall include, but not be limited to, community organizations. Additionally, the Treasurer/CFO shall be encouraged to attend professional meetings at the local, state, and national level as are approved by the Board, including the cost of attendance. “Cost of membership” and “cost of attendance” shall include, but not be limited to, dues, assessments, and reasonable expenses (including travel expenses) relating to membership in and attendance at meetings of the organization.

6. **Days to Be Worked**

The Treasurer/CFO’s rate of pay shall be calculated on the basis of two hundred sixty (260) working days, inclusive of all holidays and vacation days. The Treasurer/CFO shall devote such time and energies as are necessary to perform the duties specified in the Job Description.

These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Treasurer/CFO to work during times other than normal business hours.

7. Vacation

The Treasurer/CFO will be entitled to twenty-five (25) days of vacation with pay each contract year. Vacation days will accrue on a prorated basis at the beginning of each contract year but the Board may in its discretion and upon request advance for the Treasurer/CFO's use unaccrued vacation days during the contract year. The Treasurer/CFO may carry over no more than five (5) days accrued but unused vacation days into the next contract year with the balance of unused vacation days forfeited. The "carry over" days shall be utilized before other accrued vacation days and not exceed five (5) days total at any time. In addition, the Treasurer/CFO may also elect to be paid for up to five (5) days of accrued unused vacation in any contract year. Such days will be paid in the first pay in December of the contract year and/or the first pay in August following conclusion of the contract year, as requested by the Treasurer/CFO. Upon separation from employment, the Treasurer/CFO will be entitled to any accrued unused vacation days at the Treasurer/CFO's current rate of pay, to a maximum of twenty-five (25) days. If the separation of employment occurs during the contract year, the vacation days will be prorated and any unused vacation will be paid on a prorated basis.

8. Holidays

The Treasurer/CFO shall be entitled to twelve (12) paid legal holidays in accordance with Ohio law and adopted Board policy for administrators.

9. Sick Leave/Personal Leave

The Treasurer/CFO shall be entitled to use and accumulation of sick leave/personal leave (all leaves) in accordance with Ohio law and Board policy, but in case of any conflict Board policy shall prevail.

10. Severance Pay

The Treasurer/CFO is not entitled to severance pay upon separation of employment by the Board.

11. Expenses

The Board shall reimburse the Treasurer/CFO for all actual and necessary travel and other expenses required in the performance of his official duties during his employment under this Contract, subject to such procedures and limitations as provided by law and by Board policy.

12. Per Diem Rate

The *per diem* rate of pay calculations shall be based upon the Treasurer/CFO's total compensation considered for STRS purposes, divided by two hundred sixty (260) days.

13. Mentor

The Board of Education intends for the Treasurer/CFO to be engaged in a formal mentor treasurer relationship mutually agreed upon between the Board and Treasurer/CFO, to be paid by the Board, to best serve the successful transition for the District and Treasurer/CFO.

14. Evaluation

The Board shall evaluate the Treasurer/CFO at least once each year in accordance with the Board-adopted Evaluation Procedure. The Board shall consider the Treasurer/CFO's evaluations in deciding whether to renew the Treasurer/CFO's Contract. Consistent with ORC 3313.22(D), the establishment of an Evaluation Procedure does not create an expectancy of

continued employment nor prevent the Board from making a final determination regarding the renewal or nonrenewal of the Treasurer/CFO's contract.

Notwithstanding the foregoing, as to the initial evaluation, the parties agree that the Treasurer/CFO's performance and compensation will be evaluated on or before June 30, 2018, and a determination shall be made by the Board whether to offer to extend the Contract term and at what compensation rate this extension will be offered. If the Board elects to offer an extension of the Contract term it will be for either one (1), two (2) or three (3) years. If the Board offers to extend the Contract term and the Treasurer/CFO accepts the offer, then the terms thereof shall be reduced to writing and become an Addendum to this Contract. Nothing in this provision, or any other provision of this Contract shall be construed to shorten any period within which the Board may be required to give notice to the Treasurer/CFO of its intent not to renew the Contract.

15. Contract Termination

This Employment Contract may be terminated by:

- a. Mutual agreement of the Parties;
- b. Retirement, disability, or death of the Treasurer/CFO;
- c. Termination by the Board in accordance with ORC 3313.22(E) and 3319.16;
- d. Termination in accordance with ORC 3313.22(B) for failure of the Treasurer/CFO to maintain a valid license under ORC 3301.074.

In addition, any of the following actions or inactions by Treasurer/CFO constitutes grounds for the Board to terminate the Treasurer/CFO:

- a. Material violation of Board Policies;
- b. Conviction of a felony crime or other crime of moral turpitude or other crime involving dishonesty;

c. Incompetency.

16. Indemnification

The Board agrees that it will defend and indemnify the Treasurer/CFO to the extent permitted, and in accordance with Ohio law including ORC 2744.07. The Treasurer/CFO expressly acknowledges that the Board has no duty to defend or indemnify the Treasurer/CFO with respect to any criminal proceeding or with respect findings for recovery in an audit pursuant to Section 117.28 of the Revised Code.

17. Savings Clause

If any portion of this Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of the Contract shall remain in full force and effect.

Jeff Hall, Treasurer/CFO

Kathleen Mack, President
Brecksville-Broadview Heights
Board of Education