

RICHMOND HEIGHTS LOCAL SCHOOL DISTRICT  
TREASURER'S CONTRACT  
(O.R.C. Section 3313.22)

This contract is effective as of this 1<sup>st</sup> day of August, 2022, by and between the Board of Education of the Richmond Heights Local School District (hereinafter called the "Board") and William Cooper Martin (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 found in the minutes of its meeting held on February 28, 2022, hereby employs and the Treasurer hereby accepts employment, according to O.R.C. §3313.22, as Treasurer of the Richmond Heights Local School District for the term commencing on August 1, 2022 and ending on July 31, 2027, unless terminated at an earlier date as provided herein.

2. PROFESSIONAL LICENSE

The Treasurer shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this Contract, a valid and appropriate license issued by the Ohio Department of Education to act as Treasurer of Schools of this District in accordance with O.R.C. §3313.22(B). This Contract shall terminate automatically and without further notice or process upon the failure of the Treasurer to maintain such credentials.

3. DUTIES

The Treasurer shall perform the duties specified in the Job Description for Treasurer as adopted by the Board and as may be amended from time to time during the term of this Contract. Such Job Description, as so amended, is hereby incorporated in this Contract by reference as if fully restated herein. Additional duties may be assigned as determined by the Board.

The Treasurer recognizes that the Board will obtain and maintain a bond concerning the performance of the Treasurer. The Treasurer covenants to comply with the terms and conditions for maintenance of that bond and not to perform the duties of his office in such a fashion as to cause the bond to be forfeited.

4. SALARY AND HOURS OF WORK

The Board shall pay the Treasurer at an annual rate of Ninety-Eight Thousand One Hundred Thirty-Two Dollars and No Cents (\$98,132.00). Any partial year of employment (with a year being defined as August 1 through July 31 of the following year) covered by the contract shall be paid pro-rata. Said salary shall be paid in accordance with the payroll schedule approved by the Board, with all appropriate withholdings. The Treasurer's per diem rate shall be calculated by dividing his total annual compensation by two hundred

sixty (260) work days per year. 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, unless such reduction is a part of a uniform plan affecting salaries of all employees of the district. If any adjustment in salary is made during the term of this contract, all other provisions herein shall remain in full force and effect.

The Treasurer shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal business hours. The parties acknowledge and agree that the Treasurer is expected to be accessible via telephone and email.

5. OTHER COMPENSATION

The Board shall provide the Treasurer with the same fringe benefits provided to other administrative employees of the District, except as specifically provided herein. Those benefits shall include, but are not limited to:

- 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 School Employees Retirement System on behalf of the Treasurer, plus all retirement contributions on the picked-up amount.
- B. The Board shall pay the Treasurer's share of the Medicare tax.
- C. The Board shall provide the Treasurer with term life insurance in an amount of Two Hundred Thousand Dollars (\$200,000.00).
- D. The Treasurer shall be entitled to the use of sick leave in accordance with O.R.C. 3319.141. Sick leave shall accumulate at the rate of fifteen (15) days per year. The Treasurer may accumulate unused sick leave cumulative to the total number of annual contractual days of two hundred and sixty (260). The Board shall accept by transfer all accumulated sick leave which the Treasurer has acquired in another position of public service in Ohio, provided that the last termination of such service shall have been within the last ten (10) years.
- E. The Treasurer shall be granted the same disability leave, unpaid leaves, and other types of leave as provided to other administrative employees of the District. The Treasurer shall be granted three (3) days personal leave at the start of each contract year.
- F. The Treasurer shall receive twenty-five (25) days vacation annually exclusive of the holidays granted. All vacation days and unrestricted personal days shall be fully available and fully credited to the employee on the first day of each contract year. Vacation leave may be accumulated and paid to the Treasurer upon his separation

from employment or at any other time prior thereto, in accordance with District Board Policy. Payment by School District in the event of death or separation from employment shall not exceed the amount accrued during the three (3) most recent years of employment in accordance with R.C. 3313.24. Payment at any time prior to death or separation from employment shall be limited to not more than ten (10) days of accrued but unused vacation days per contract year. Any unused vacation leave paid to the Treasurer in this manner shall be calculated at the rate of pay existing at the time of such payment. Vacation shall be scheduled by the Treasurer so as to minimize disruption of the School District's operations and at times acceptable to, and as approved by, the Board.

- G. The Board agrees to purchase the Treasurer health, dental and vision insurance coverage upon the same terms and with the same benefits as provided to other administrative employees of the district.
- H. The Treasurer shall be entitled to the same paid holidays provided to other administrative employees of the District.
- I. The Board shall pay for the Treasurer's professional and civic organization membership dues for the Ohio Association of School Business Officials (OASBO); the Association of School Business Officials (ASBO); and a local civic organization as approved by the Board.
- J. In order to facilitate communication between the Treasurer, the Board and his staff, to ensure a prompt administrative response to emergencies and to better utilize the time of the Treasurer while he is traveling or otherwise outside the office, the Board shall provide the Treasurer with the use of a mobile telephone for his exclusive professional use. Such mobile telephone, if purchased, shall be the property of the Board.
- K. Performance Bonus – At least once each year the Board shall meet for purposes of reviewing the District's mission and mutually agreeing upon specific goals of the Treasurer and a performance bonus attached to such goals, which may be amended from time to time upon the agreement of the Board and the Treasurer. No such performance bonus shall become effective until approved through formal action by the Board.
- L. Signing Bonus – The Board shall pay the Treasurer a one-time lump sum payment, with all appropriate withholdings, of Five Thousand Dollars and No Cents (\$5,000.00) as an inducement for the Treasurer to enter this Agreement. The signing bonus will be paid with the first pay subsequent to August 1, 2022, the start date of this Agreement. This provision shall not survive the expiration of this Agreement and must be specifically reauthorized by the Board of Education in any future contract.

- M. Automobile Stipend – With respect to expenses incurred by the Treasurer in the use of his personal automobile, the Board will pay the Treasurer a monthly stipend of Two Hundred Seventy-Five Dollars and No Cents (\$275.00), subject to all applicable payroll and income tax withholdings and payments. The Board shall reimburse the Treasurer for all other actual and necessary travel and other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law, by Board policy, and approval of the Board President.
- N. Retention Pay - In addition to all other compensation provided by this contract, the Board agrees to pay the Treasurer retention pay of Five Thousand Dollars (\$5,000) upon the completion of each year of service in the Richmond Heights Local School District. Such retention pay shall become payable in a lump sum on July 31st of each year in which the Treasurer completes such service beginning with July 31, 2023.

6. SEVERANCE

Upon retirement, as defined herein, the Treasurer may elect at the time of his retirement pay for 25% of his total accumulated and unused sick leave, with a maximum of two-hundred sixty (260) sick leave days. Severance pay shall be computed based on the Treasurer's rate of pay at the time of retirement, exclusive of supplemental contracts, extended service, overtime service, overtime or any other extra compensation.

The Treasurer may receive severance pay only once from the District based upon his retirement from SERS. Retirement shall mean eligibility for benefits from SERS and actual retirement from the District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Treasurer at that time.

7. EVALUATION

The Board shall evaluate and assess in writing the performance of the Treasurer at least once a year during the term of the contract. This evaluation and assessment shall be reasonably related to the position description of Treasurer and the goals and objectives of the Board for the year in question.

A copy of the written evaluation shall be delivered to the Treasurer, and he shall have the right to make a written response to the evaluation. The response shall become a permanent attachment to the Treasurer's personnel file. Within thirty (30) days of the delivery of the written evaluation to the Treasurer, the Board shall meet with the Treasurer to discuss the evaluation.

8. MEDICAL EXAMINATION

The Treasurer shall annually submit to a complete medical examination by a medical facility or physician selected by the Board. The Board shall pay the cost of such medical examination. Upon written request of the Board, the results of the medical examination shall be provided to the Board President. Once received by the Board President, the results shall be treated as confidential medical records/information. This employment contract shall serve as the Treasurer's authorization to release such medical records/information to the Board President.

9. INDEMNIFICATION CLAUSE

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 the Treasurer in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Treasurer was acting in good faith and not manifestly outside the scope of his employment of official responsibilities. This indemnification includes all civil demands, claims, suits, and legal 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 that such conduct was lawful and in the best interest of the Board.

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 Members for this purchase, whichever is greater. Except that, in no case, will individual Board Members be considered personally liable for indemnifying the Treasurer against such demands, claims, suits, actions, and legal proceedings.

It is expressly recognized between the parties to this agreement, that the duty to provide for the defense of the Treasurer also applies to civil actions or legal proceedings threatened or commenced by, or on behalf of, the State or other political subdivision.

10. CONTRACT RENEWAL/NON-RENEWAL

The renewal or non-renewal of the Treasurer's employment contract shall be governed by and in accordance with Ohio Revised Code Section 3313.22.

11. CONTRACT TERMINATION

This Contract may be terminated:

- a. By mutual agreement of the parties;
- b. Upon the disability or death of the Treasurer; or
- c. For the reasons and in accordance with the procedures set forth in O.R.C. §3319.16.

12. SAVINGS CLAUSE

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

13. COMPLETE AGREEMENT

This document 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. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

The Treasurer, by affixing his signature hereto, represents that he has been notified as required by O.R.C. §3309.53, of his duties and obligations under Chapter 3309 pertaining to the School Employees' Retirement System as a condition of his employment.

TREASURER:

RICHMOND HEIGHTS LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION:

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William Cooper Martin

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Nneka Slade-Jackson, Board President

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Dr. Renee Willis, Superintendent