

EMPLOYMENT AGREEMENT
Between
THE WESTERVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION
And
WILLIAM BART GRIFFITH

This Employment Agreement ("Agreement") is made and entered into the ____ day of July, 2011 by and between the Westerville City School District ("District") Board of Education ("Board"), located in Franklin and Delaware counties, and William Bart Griffith ("Treasurer"). Pursuant to action taken, as found in the Board's official record of proceedings for the July 25, 2011 Board meeting, the Board hereby employs the Treasurer and the Treasurer hereby accepts employment as Treasurer under the terms and conditions set forth in this Agreement commencing the 15th day of August, 2011, and continuing until the 31st day of July, 2014.

1. PROFESSIONAL CERTIFICATION

During the term of this Agreement and any renewal or extension of this Agreement, the Treasurer shall maintain and furnish to the Board evidence that the Treasurer is maintaining validated credentials to act as Treasurer of the District in accordance with the laws of the State of Ohio.

2. COMPENSATION

a. The Board shall pay an annual rate of One Hundred Thirty-Three Thousand Dollars (\$133,000) to be paid in equal installments in accordance with Board policy. Such salary shall be subject to deduction of all taxes and other payments required by law and/or authorized and agreed upon by the parties to this Agreement.

b. In addition to his salary, the Board will pay the Treasurer a personal communication allowance of \$100 per month and a car allowance of \$400 per month to cover the direct costs of executing the office of the Treasurer, subject to applicable deductions required by law.

c. During the term of this Agreement, the Board shall deduct the amount of the Treasurer's contribution to SERS from Treasurer's salary and pay such amount directly to the SERS on Treasurer's behalf (a salary reduction pick-up). Such salary reduction pick-up shall become a condition of Treasurer's employment under this Contract, and not at Treasurer's option. Such pick-up shall not reduce any per diem pay calculations made under any other provision of this Contract.

d. The Treasurer's salary may be increased by mutual agreement during the term of this contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting salaries of all employees in the District. If the Board adjusts the Treasurer's salary during the term of this Agreement, all other provisions of this Agreement shall remain in effect. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment to, and shall become a part of, this Agreement; provided however, that any such amendment shall not be deemed a

new Agreement or an extension of the termination date of this Agreement unless it is expressly so stated in the amendment.

e. The Board shall pay the Treasurer's share of Medicare tax.

3. INSURANCE BENEFITS

The Board shall provide the Treasurer with all the health, life and professional liability insurance provided other twelve-month administrative employees, under the same terms and conditions, in accordance with Board policy. These benefits shall include, but are not limited to, single or family health, dental and vision insurance, and a life insurance policy that is two (2) times the Treasurer's annual salary. In addition, the Board shall pay for a bond on the Treasurer in the amount of one hundred thousand (\$100,000), conditioned for the faithful performance of his duties.

4. VACATION, LEAVES AND HOLIDAYS

a. Vacation Days - The Treasurer shall be entitled to twenty-five (25) days of vacation with pay, which shall be credited at the rate of 2.083 days per month. The Treasurer may elect to receive payment for accrued but unused vacation days pursuant to the guidelines currently in effect for other 12 month administrators. The Treasurer shall be compensated at his then current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of the Treasurer's separation of employment with the Board. In either case, the Treasurer shall be compensated at his then current rate of pay based upon calculation of the per diem rate using 224 days (260 business days minus 25 vacation days minus 11 holidays). In the event the Treasurer should die while in office, said unused vacation pay shall be paid in accordance with Ohio Revised Code § 2113.04 or to the estate.

b. Sick Leave - The Treasurer shall be entitled to fifteen (15) paid sick leave days annually, which shall be credited at the rate of one and one-fourth (1¼) days per month. The unused portion of sick leave days may be accumulated to a maximum as provided to other administrators in the District and as may be amended by the Board. Upon retirement from the District, the Treasurer shall be entitled to the payment of unused sick leave at the rate and in the same manner as other twelve-month administrators based upon calculation of the per diem rate using the 224 day work year (260 business days minus 25 vacation days minus 11 holidays).

c. Personal Days - The Treasurer shall be entitled to four (4) unrestricted personal leave days with pay each year of this Agreement, the amount of said days available under this contract to be prorated. Unused personal leave days shall not accrue into subsequent years but, instead, will be converted to sick leave at the end of each year of this contract.

d. Holidays - The Treasurer shall be entitled to legal holidays in accordance with the adopted school calendar for administrators.

5. DUTIES & RESPONSIBILITIES

a. The Treasurer shall serve as the chief fiscal officer of the District, shall be responsible for the financial affairs of the District and shall report to and is subject to the direction of the Board. The Treasurer shall direct and assign the Treasurer's Office staff and other employees engaged in the day-to-day fiscal operations of the District, as designated by the Board of Education. The Treasurer shall perform all the duties of a School District Treasurer as specified by the laws of the State of Ohio, as found specified in the job description for the position of Treasurer as adopted by the Board and as it may be amended from time to time by the Board during the term of this Agreement. Such job description, as so amended, is hereby incorporated in this Agreement by reference as if fully restated herein. The Treasurer further agrees to devote the necessary time, energy, and expertise to perform the Treasurer's duties in a professional manner. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position may require the Treasurer to work during times other than normal business hours.

b. The Treasurer agrees to work a minimum of two hundred sixty (260) days per year, including vacation, sick leave, personal leave, professional leave, and holidays, during the term of this Agreement. In addition, the Treasurer agrees to work any extra days that may be necessary and to participate in activities related to the job even though such days may not be identified as workdays in this Agreement.

c. The Treasurer agrees to serve the statutory role as Treasurer only for the Westerville City School District during the duration of this contract.

6. PROFESSIONAL GROWTH & ASSOCIATION

a. The Treasurer is authorized to attend national, state and other professional meetings he deems to be necessary and beneficial to his professional growth and to the educational benefit of the District. The Board shall reimburse the Treasurer for actual and necessary expenses it approves in its discretion.

b. The Board agrees to pay the Treasurer's professional membership dues it approves in its discretion.

c. The Board recognizes the benefit to the District of the Treasurer's continuing professional development. The Board agrees to reimburse the Treasurer for tuition costs for classes directly related to his employment. These courses must be pre-approved by the Board President and the Treasurer must receive a passing grade before receiving reimbursement. Under no circumstances shall these courses interfere with the Treasurer's performance of his regular job duties.

7. EXPENSES & REIMBURSEMENT

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

b. The Board will make a one-time payment to the Treasurer of up to \$7,500 for the necessary and documented actual expenses incurred in moving to and setting up residence in the Westerville City School District. The Treasurer will make every reasonable effort to reside in the District as soon as circumstances permit.

8. EVALUATION

The Board may evaluate and assess the performance of Treasurer before the end of this contract. This evaluation and assessment will be reasonably related to the job description of the Treasurer and the goals and objectives of the Board for the year in question. This evaluation will be reviewed with the Board. The Board may evaluate the Treasurer at such other times as the Board, in its discretion, deems appropriate. The evaluation process and the content of any evaluation, formal or informal, shall not create an expectancy of continued employment or re-employment and nothing shall prevent the Board from making the final decision as to renewal or nonrenewal.

9. INCAPACITY CLAUSE

a. The purpose of this clause is to supplement the provisions of R.C. § 3313.23. If the Board has cause to believe the Treasurer is physically or mentally incompetent, the Board may require the Treasurer to submit to an examination to be conducted by a physician licensed to practice medicine and mutually agreed upon by the Board and the Treasurer. The Treasurer shall request that the examining physician send to the then-President of the Board a report of such examination showing the capacity or incapacity of the Treasurer to perform his duties. The Treasurer hereby waives any and all objections to the preparation and submission of such report to the Board and the use of its contents including but not limited to objections based on physician-patient privilege. Said report shall be treated as confidential information when received by the Board. The Board shall pay the cost of the medical examination(s) and report(s).

b. If the medical report concludes that the Treasurer is physically or mentally incapacitated to such an extent that, with or without reasonable accommodation, the Treasurer will be unable to perform the essential job functions of the Treasurer's office, and that such physical or mental incapacitation will, with a reasonable degree of medical certainty, continue for a period of twelve (12) months or to the end of the term of this Agreement, whichever is longer, the Board, exercising its good faith and discretion, may terminate this Agreement.

10. INDEMNIFICATION CLAUSE

a. The Board will cause the Treasurer to be included as an insured employee on such policies of liability insurance as may presently be in effect for employees of the District, subject to approval of the underwriter. The Board will afford the right of defense and/or indemnification from claims arising out of performance of Treasurer's official responsibilities to the extent that Chapter 2744 of the Revised Code may require such defense and/or indemnification. The provisions of this article do not require the purchase of additional policies of liability insurance nor do they require the continuation of any policy of insurance presently in effect.

b. The Board's liability under this section shall not exceed the amount provided by insurance purchased by the Board for this purpose or amount appropriated by the Board for this purpose 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.

11. TERMINATION AND NON-RENEWAL

- a. Termination of this employment Agreement may be by:
1. Mutual Agreement of the parties;
 2. Retirement, incapacity, or death of the Treasurer;
 3. Termination by the procedures of R.C. 3319.16 as provided in R.C. § 3313.22;
 4. Failure of the Treasurer to maintain a valid license; or
 5. As otherwise may be provided by law.

b. Non-renewal: Non-renewal of this Agreement by the Board shall be in accordance with the Ohio Revised Code.

12. SUPREMACY OF THE WRITTEN AGREEMENT

- a. This Agreement contains all terms agreed upon by the parties with respect to the subject matter of this Agreement, and, subject to subparagraph (b) below, it supersedes all prior Agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.
- b. The Treasurer represents that all information transmitted by him or on his behalf to the Board in connection with his employment is accurate to the best of his knowledge and belief and that such information served as material representation inducing the Board to enter into this Agreement. The Treasurer further acknowledges that he has been notified of all duties and obligations required by Board policy and applicable statutes.
- c. It is the intention of the parties that any provision of employment of the Treasurer not specifically dealt with in this Agreement shall be governed by applicable provisions of Ohio law, and that any provision of Ohio law in conflict with any provision of this Agreement shall be governed by this Agreement to the extent that the parties may lawfully provide.

13. AMENDMENT

Amendment of any provision of this Agreement shall be in writing, mutually agreed upon, and shall become a part of this Agreement, but such modification shall not be construed as a new Agreement with the Treasurer, nor as an extension of the termination date of this Agreement unless specifically provided therein.

14. SAVINGS CLAUSE

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

15. SERS OBLIGATIONS

As required by ORC Section 3309.53, the Treasurer has been notified that his employment Contract is conditioned upon acceptance by the Treasurer of the duties and obligations under Revised Code Chapter 3309, pertaining to the State Employees Retirement System, and Treasurer hereby accepts such duties and obligations.

William Bart Griffith

President, Westerville City School District
Board of Education

Date

Date