

**BIG WALNUT LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
EMPLOYMENT CONTRACT OF INTERIM 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 Big Walnut Local School District ("BWLSD" or the "Board") and Darren C. Jenkins (the "Interim Treasurer") that the Board, in accordance with its action by Resolution recorded in the Minutes of its regular Meeting held on the 8th day of September, 2022, hereby employs Darren C. Jenkins as the Interim Treasurer of the BWLSD for a term commencing on September 25, 2022 through July 31, 2023. The Interim Treasurer hereby accepts such employment and agrees that he shall perform the duties of Treasurer in and for the BWLSD 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 Interim Treasurer as follows:

Section 1.     Definitions. As used in this Agreement:

"District" means the Big Walnut Local School District, Sunbury, Ohio; "Board" means the Board of Education; "Policy" or "Board Policy" means the duly adopted policies of the Board as currently in effect or as hereafter amended; "contract year" for compensation and benefits purposes means the twelve-month period between August 1 and July 31, provided that all salary and benefits 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 base salary, board-paid annuity, stipends, and payments in lieu of certain benefits divided by 260.

Section 2.     Salary of Interim Treasurer, Retirement System Contribution.

a.     Annual Salary.

The Board shall pay the Interim Treasurer an annual salary of One Hundred Eighteen Thousand Dollars (\$118,000.00), in consideration of his faithful performance of the duties of Treasurer and his service as the chief financial officer of the District.

The annual salary shall be pro-rated based on the remainder of the contract year and 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. During the term of this Contract the salary of the Interim Treasurer shall not be reduced unless such reduction is part of a uniform plan affecting all employees of the District.

b.     School Employees Retirement System.

The Board shall pay the employer's share of the School Employees Retirement System (SERS) contributions and Medicare as required by law.

In addition, the Board will "pick up and pay" (pay directly) the employee's share of the Interim Treasurer's total retirement contribution to SERS on behalf of the Interim 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 Interim Treasurer's employment and shall not be at the Interim Treasurer's option. It is the intention of the parties that the "picked-up" amount be included in the Interim 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.

Section 3. Annual Evaluation.

The Board shall have the right to make adjustments in the annual salary of the Interim Treasurer. For 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, Interim Treasurer's job description and performance objectives, review the performance of the Interim Treasurer and provide the Interim Treasurer with an annual evaluation of his performance prior to August 1 of the contract year following the year of evaluation (e.g., by August 1, 2023 the Board will provide the Interim Treasurer with an evaluation for the contract year of August 1, 2022 through July 31, 2023).

Any performance review may be conducted in executive session of the Board. The Interim Treasurer shall provide such information as is necessary or appropriate to permit the Board to determine the extent to which the Interim 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. Any adjustments in the annual salary of the Interim Treasurer shall be determined by the Board, except any decrease must be mutually agreed upon by the Board and the Interim Treasurer unless such decrease is part of a uniform reduction of salary for all employees. Changes in the Interim Treasurer's salary other than based on his annual evaluation or by uniform salary reduction shall be set forth in the form of an Amendment to this Contract.

Section 4. Term, Extension of Contract.

The Board shall give the Interim Treasurer written notice, in accordance with Revised Code Section 3313.22 if it determines not to reemploy the Interim Treasurer for a succeeding term. The Interim Treasurer shall provide a minimum of thirty (30) 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 Interim Treasurer an opportunity for a meeting that shall be conducted before the Board in executive session. At such meeting, the Interim 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 Interim Treasurer will promptly deliver all Board-owned property to the Board and will cooperate with any interim employee assigned the duties of Interim Treasurer pending the completion of any hearing challenging such suspension or termination.

This Contract may be terminated by:

- a) Mutual agreement of the parties;
- b) Retirement, disability, or death of the Interim Treasurer;
- c) Failure of the Interim Treasurer to maintain proper licensure/certification;
- d) In accordance with the laws of Ohio.

Section 6. Interim Treasurer's Professional Qualifications and Duties.

The Interim 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 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 it is expressly agreed that the duties of the Interim Treasurer will require the Interim Treasurer to work during times other than normal business hours. The following enumeration of specific duties shall describe, but not limit the Interim Treasurer's duty to provide the District with the highest quality professional financial leadership during the term of this agreement.

a. Interim Treasurer.

The Interim 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 Interim Treasurer shall, except as otherwise provided herein, devote his full time and reasonable best professional efforts to the needs of the District. The Interim Treasurer shall be responsible for the financial affairs of the District, subject to the direction of the Board. The Interim 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 Interim 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 Interim Treasurer shall promote and carry out those policies as established by the Board.

b. Licensure/Certification.

The Interim Treasurer shall maintain and furnish to the Board evidence of a valid and appropriate certificate/license issued by the Ohio Department of Education to serve in the position of Interim Treasurer of schools in accordance with the laws of the State of Ohio. The Interim Treasurer shall maintain in effect during the term of this Contract and any extension thereof all Administrative certificates/licenses issued to him by the Ohio Department of Education.

c. District Programs.

The Interim 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 and contained in the adopted Annual Budget for the District and in Board policies.

d. District Operations.

The Interim Treasurer shall become familiar with the District's operations and shall work cooperatively with the Superintendent to promote the fiscal welfare of the District.

e. Other Duties.

The Interim Treasurer shall perform other duties as prescribed by State law, in Board policies, and in the Treasurer's job description as they currently exist or may hereafter be amended, and by the specific provisions of this Contract. The Interim 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.

The Board and its individual members may refer criticisms, complaints and suggestions called to the attention of the Board or its individual members to the Interim Treasurer for his consideration, recommendation, and if appropriate, resolution.

Section 8. Interim Treasurer Incapacity.

Should the Treasurer, in the judgment of the Board and in accordance with adopted written Board policy establishing standards for determining whether an employee is incapacitated, 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. Expenses.

Except as otherwise provided in this Section, the Board will, consistent with Board policy, reimburse the Interim Treasurer for actual and necessary expenses incurred in the performance of his duties. All expenses for which reimbursement is sought shall be supported by receipts and submitted in accordance with District policy. Work-related travel will be reimbursed at the prevailing IRS mileage rate.

Section 10. Affiliation Dues, Educational Expense, and Professional Growth Opportunities.

The Board shall pay the affiliation dues to professional associations (up to 2 state and 2 national) as are necessary for continued filing of award and recognition programs not to exceed the amount budgeted for in the annual appropriations.

Section 11. Insurance and Other Benefits.

The benefits provided under this Contract, including but not limited to the following, are provided to the Interim Treasurer on the condition that: (1) each of the benefits is authorized and permitted under existing provisions of law, (2) the Interim 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 Interim 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 Interim Treasurer in the amount of Thirty Thousand Dollars (\$30,000.00).

b. Health and Medical Insurance.

The group health and medical (including dental and vision) insurance policy accorded to other Administrators of the District will be provided to the Interim Treasurer on the same basis and with the same level of Board contribution as is paid for other Administrators in the District.

c. Other Administrative Benefits.

The Interim Treasurer shall receive such Vacation, Sick Leave, Personal Leave, Severance Pay, and additional benefits as the Board of Education provides for its administrative level 1 employees by policy, to the extent that such benefits are not specifically addressed in this Contract. These benefits shall be pro-rated based on the remainder of the contract year.

Section 12. Employee Dishonesty and Faithful Performance Policy.

The Board shall authorize the Interim Treasurer to be covered by an insurance policy issued by a Board-approved and accredited insurance carrier or joint self-insurance pool for no less than \$100,000 concerning the performance of the Interim Treasurer. The policy must cover the Board from losses caused by the fraudulent or dishonest actions of, and the failure to perform a duty prescribed by law of the Interim Treasurer or other employee.

Section 13. Indemnification.

The Board agrees that it shall defend, hold harmless, and indemnify Interim Treasurer from any and all demands, claims, suits, actions and legal proceedings, other than criminal proceedings and findings for recovery in an audit report, brought against Treasurer in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while Interim Treasurer was acting in good faith within the scope of his employment and further provided such liability coverage is within the authority of the Board to provide under State law. 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; except that, in no case, will individual Board members be considered personally liable for indemnifying Interim Treasurer against such demands, claims, suits, actions, and legal proceedings. The Board shall not, however, be required to pay any costs or for any legal proceedings in the event the Board and Interim Treasurer have adverse legal interests in such proceedings as provided by law.

Section 14. Contract Not Assignable.

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

Section 15. Severability and Entire Agreement.

This Contract of Employment shall be subject to 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 all of the terms agreed upon by the parties with respect to the subject matter of this Contract, and it supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written, and any purported agreement or understanding not herein contained, expressly or by implication, shall not be recognized.

It is the intention of the parties that any provision of employment of the Interim Treasurer not specifically addressed in this Contract shall be governed by applicable provisions of Ohio law, and that any provision of Ohio law in conflict with any provision of this Contract shall be governed by this Contract to the extent that the parties may lawfully provide. Amendment of any provision of this Contract shall be in writing, mutually agreed upon, and shall become a part of this Contract, but such modification shall not be construed as a new Contract with the Interim Treasurer, nor as an extension of the termination date of this Contract unless specifically provided therein.

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Darren C. Jenkins, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Darren C. Jenkins

**BIG WALNUT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

\_\_\_\_\_  
Douglas P. Crawl, Board President

\_\_\_\_\_  
Stephen P. Fujii, Vice-President

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Jeremy J. Buskirk, Treasurer