

CONTRACT OF INTERIM TREASURER

This Contract is entered into by and between the BOARD OF EDUCATION OF THE MANSFIELD CITY SCHOOL DISTRICT, hereinafter called "Board," and JUDY FORNEY, hereinafter called "Interim Treasurer." The Board does hereby employ JUDY FORNEY as Interim Treasurer for a term commencing December 20, 2023 and ending on July 31, 2024. Both parties agree that said employee shall perform the duties of Treasurer as prescribed by the laws of the State of Ohio and by the rules, regulations and position descriptions adopted by the Board.

NOW, THEREFORE, the Board and Interim Treasurer, in consideration of the foregoing, do hereby further agree as follows:

1. TERM

Board hereby employs Interim Treasurer, and Interim Treasurer hereby accepts employment as Interim Treasurer, a part-time, as-needed position outside of the regular workday and work week, for the term commencing on December 20, 2023 and ending on July 31, 2024. In the event the Board employs a full-time Treasurer during this term and that Treasurer's start date is prior to July 31, 2024, the parties agree that this Contract shall end on that start date. Additionally, either party may terminate this Contract with or without cause upon thirty (30) days written notice to the other party. JF

2. PROFESSIONAL LICENSURE AND RESPONSIBILITIES

A. Licensure

Interim Treasurer shall hold and maintain throughout the term of this Agreement a valid Treasurer's license issued by the State of Ohio.

B. Duties

The Interim Treasurer shall be the Chief Financial Officer of the Board and shall be responsible for the financial affairs of the District, including all duties required by the law of the State of Ohio, including Chapter 3313 of the Ohio Revised Code, the rules, regulations and position descriptions as adopted by the Board, and shall be 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.

- a. 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. With respect to employees assigned to the Interim Treasurer's office, she shall direct, and assign employees under her supervision; shall organize, reorganize,

- arrange and evaluate the employees; shall recommend for employment all Interim Treasurer's office personnel subject to the approval of the Board;
- c. The Interim Treasurer shall from time to time suggest regulations, rules and procedures deemed necessary for the fiscal well ordering of the school district;
 - d. The Interim Treasurer is expected to attend all regular Board meetings and she or a designee to attend all Board and Citizen Committee meetings deemed necessary. Moreover, all duties assigned to the Interim Treasurer by the Board should be appropriate to and consistent with the professional role and responsibility of the Interim Treasurer.
 - e. 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 in the adopted Annual Budget for the District and in Board policies.
 - f. The Interim Treasurer shall become familiar with the District's operations and shall work to promote the fiscal welfare of the District.
 - g. The Interim Treasurer in general shall perform all duties incident of the office of the Interim Treasurer and such other duties as may be prescribed by the Board from time to time.

C. Days of Work

The Interim Treasurer shall work such days and hours as are reasonably necessary to perform the duties of the Treasurer as provided by law, Board policy and the Treasurer's job description.

4. COMPENSATION

The Board shall pay the Interim Treasurer during the term of this contract at an hourly rate of \$85.00 per hour for all hours worked outside of the regular workday and workweek. *job*

5. OTHER COMPENSATION AND BENEFITS

A. SERS Contributions

The Board shall pay the employer's share of SERS contributions as required by law. The Board shall "pick-up" (pay directly) the employee's share of Interim Treasurer's total retirement contribution to the State Teachers Retirement System on behalf of Interim Treasurer, plus all retirement contributions on this picked-up amount. During the term of this contract, this pick-up shall be a condition of Interim Treasurer's employment in the School District and shall not be at the Interim Treasurer's option. It is the intent of the parties that this picked-up amount be included in the Interim Treasurer's compensation for the purpose of calculating retirement benefits. It is also the intent of the parties that this pick-up, together with contributions on the

pick-up, be made with respect to all compensation provided under this contract, consistent with prevailing law and SERS regulations, unless otherwise specifically provided herein.

B. Group Insurance

The Board shall NOT provide health insurance; dental insurance; and any other insurance benefits being provided to licensed staff members employed under Section 3319.02 of the Ohio Revised Code for the Treasurer and at her election her spouse and/or dependent children as defined in the plan as Interim Treasurer is simultaneously employed by the Mount Vernon City School District. The Board reserves the right to change carriers or its method of insurance during the term of this contract as long as there is a substantial equivalency of coverage before and after such change.

C. The Interim Treasurer shall not be entitled to any other employment benefits except those mandated by law.

D. The Interim Treasurer shall not be entitled to vacation days or paid holidays and specifically waives any statutory rights to the same.

E. The Interim Treasurer shall not be entitled to personal leave or sick leave and waives any statutory rights to the same.

7. PROFESSIONAL LIABILITY

A. The Board will provide professional legal liability insurance coverage protecting the Interim Treasurer from liability from claims, suits, actions and legal proceedings brought against the in her official capacity and as an agent or employee of the School District, and while acting within the scope and course of said employment. The minimum amount of such coverage shall be \$1 million per occurrence/\$3 million aggregate. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy is already in effect having at least the above minimum coverages.

B. The Board will further defend, indemnify, and hold harmless the Interim Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Treasurer in her individual or official capacity as agent and employee of the School District, arising from acts or omissions while the Interim Treasurer was acting within the scope and course of her employment. The Board may defend the Interim Treasurer from criminal charges against her if such charges are based on conduct occurring in the scope of employment and in the good-faith belief that the conduct was lawful and in the best interests of the School District. The above provisions shall not be construed so as to provide personal liability for an individual member of the

Board to defend or indemnify the Interim Treasurer against such demands, claims, suits, actions and legal proceedings.

- C. In actions where the Board and Interim Treasurer are co-defendants, and a good faith disagreement exists as to the manner in which a claim should be defended, the Interim Treasurer may retain independent legal counsel for her defense, the cost of which shall be paid or reimbursed by the Board, provided, however, that the foregoing shall not be construed to require the Board to pay the legal expenses of the Interim Treasurer in any action or proceeding in which the Board and Interim Treasurer have adverse interests.

11. SERS OBLIGATIONS

The Interim Treasurer agrees that she has been notified of and accepts her duties and obligations under Sections 3309.01 to 3309.99 of the Ohio Revised Code and related sections of the Ohio Administrative Code, relating to the State Employees Retirement System (SERS).

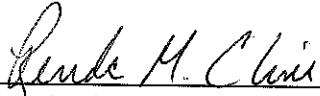
12. SAVINGS CLAUSE

If any portion of this contract is ruled to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect for the full duration thereof.

WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below.



Judy Forney, Interim Treasurer



Renda Cline, Board President
Mansfield City School District

Date: 12/21/2023

Date: 12/21/23