

Brecksville-Broadview Heights City School District

CONTRACT OF EMPLOYMENT

This Employment Contract (Contract) is entered into this _____ day of February, 2016, by and between the Board of Education of the Brecksville-Broadview Heights City School District (Board), Cuyahoga County, Ohio, and Richard Berdine (Treasurer/CFO), pursuant to Ohio Revised Code (ORC) 3313.22. The Board and Treasurer/CFO for the consideration herein specified, agree as follows.

WITNESSETH:

1. Term of Contract

The Board hereby employs Richard Berdine as Treasurer/CFO of the Brecksville-Broadview Heights City School District (the "District") for a term beginning the 1st day of April, 2016, and ending the 31st, day of July, 2018.

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, as so 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 April 1, 2016, through the end of the term of this Agreement, the Treasurer/CFO's base salary shall be One Hundred Four Thousand Dollars (\$104,000), 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. This salary will be increased at the same time and by the same percentage as all other full-time twelve (12) month administrative employees of the Board. However, the Treasurer/CFO shall not be eligible for longevity increases granted to other Administrators.

b. Fringe Benefits

The Treasurer/CFO shall receive annually, 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 are incorporated herein and made a part hereof. With regard to insurance coverage, the Treasurer/CFO shall be responsible for payment of fifteen percent (15%) of the insurance premiums associated with any hospitalization/medical coverage, prescription drug coverage and dental coverage, except that this percentage shall be increased to match any amount in excess thereof in any amendments to the Policy and Guidelines. However, the Board will pay 100% of the health and prescription drug premium costs if the Treasurer/CFO participates in the "IDEAL" plan, so long as said plan is available.

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.

- d. In the event that the Joint Treasurer Agreement between the Board and the Cuyahoga Valley Career Center Board is terminated by either party, the Treasurer's compensation will be increased to one hundred percent (100%) from the eighty percent (80%) salary reflected in this agreement.

5. Professional Growth

The Treasurer/CFO shall be encouraged to attend those professional meetings as are approved by the Board, the actual and necessary expenses of said attendance to be paid by the District in accordance with Board policy.

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 receive twelve (12) paid holidays and thirty (30) vacation days per contract year. 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. Hours worked under this agreement shall be at least thirty-two (32) hours per week

7. Vacation

The Treasurer/CFO will be entitled to thirty (30) 6.4-hour days of vacation with pay each contract year. The Treasurer/CFO may carry over up to ten (10) days accrued unused vacation days per year. 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 at the Treasurer's per diem rate in the first pay in December of the contract year. 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 thirty (30) 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. During the term of this Contract, on each August 1, the Treasurer/CFO shall have the option of electing to receive payment for up to ten (10) accumulated unused sick days at a payment rate that is equal to fifty percent (50%) of his per diem rate in effect on the preceding July 31. Payment for any such days shall cause them to be permanently removed from the total of the Treasurer/CFO's accumulated but unused days.

10. Severance Pay

The Treasurer/CFO is not entitled to severance pay upon separation from employment with 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 limitations as provided by law and by Board policy.

12. 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.

13. 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; or
- 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, commission of any of the following acts 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.

14. Disability

The purpose of this clause is to supplement the provisions of ORC 3313.23. If the Board has probable cause to believe the Treasurer/CFO is physically or mentally incompetent, the Board may require the Treasurer/CFO to submit to a comprehensive medical examination to be conducted by no less than two (2) physicians appointed by the Board. If there is a finding of incompetence, a statement certifying to the permanent and pervasive physical and mental incompetence of the Treasurer/CFO shall be filed with the President of the Board and shall be treated as strictly confidential information. The cost of the medical report(s) shall be paid by the Board. If the medical report concludes that the Treasurer/CFO is physically or mentally incompetent to such an extent that, with or without reasonable accommodation, the Treasurer/CFO will be unable to perform the essential job functions of the Treasurer/CFO's office, and that such physical or mental incompetence 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 Contract, whichever is longer, the Board may, exercising its good faith and discretion, terminate this Contract and all obligations herein shall terminate.

15. Indemnification

Except for findings for recovery in an audit pursuant to Section 117.28 of the Revised Code, the Board agrees that it shall defend, hold harmless, and indemnify the Treasurer/CFO from any and all demands, claims, suits, actions, and legal proceedings brought against the Treasurer/CFO in his individual capacity, or in his official capacity as an agent and employee of the Board, provided the incident arose while the Treasurer/CFO was acting within the scope of his employment (excluding criminal litigation) and 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. In no case, however, will individual Board members be considered personally liable for indemnifying the Treasurer/CFO against such demands, claims, suits, actions, and legal proceedings. It is expressly recognized between the Parties of this Contract that the duty to provide for the defense of the Treasurer/CFO also applies to civil actions, administrative proceedings, or legal proceedings threatened or commenced by or on behalf of the State or other political subdivision.

16. 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.

Richard Berdine, Treasurer/CFO

Mark Jantzen, President
Board of Education