

CONTRACT FOR EMPLOYMENT
BETWEEN
REBECCA JENKINS
AND
THE BOARD OF EDUCATION OF
THE OLENTANGY LOCAL SCHOOL DISTRICT

This employment contract is entered into this 13th day of January, 2009, by and between the BOARD of Education of the Olentangy Local School District, hereinafter called the BOARD, and Rebecca Jenkins, hereinafter referred to as TREASURER.

WHEREAS, The BOARD desires to provide TREASURER with a written Employment Contract in order to enhance fiscal responsibility and continuity within the schools; and

WHEREAS, The BOARD and TREASURER affirm that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the programs of the Olentangy Local School District;

NOW, THEREFORE, BE IT KNOWN: That the BOARD and TREASURER, for the consideration herein specified, agree as follows:

ARTICLE I
TERM OF CONTRACT

1.1 The BOARD, hereby employs TREASURER, and the TREASURER hereby accepts employment as TREASURER for the period commencing on January 14, 2009 and ending at 11:59 p.m. on July 31, 2010.

ARTICLE II
PROFESSIONAL CERTIFICATION

2.1 TREASURER shall maintain and furnish to the BOARD evidence of her maintaining, throughout the life of this contract, valid credentials to act as TREASURER

of this district in accordance with the laws of the State of Ohio, and any and all administrative rules adopted pursuant thereto.

ARTICLE III
DUTIES OF THE TREASURER

3.1 TREASURER shall perform the duties specified in the laws of the State of Ohio set forth in Chapter 3313 of the Ohio Revised Code and other related sections, and regulations promulgated by the State of Ohio. In addition, TREASURER shall have charge of the fiscal and related areas of the school district under the direction of the BOARD. She shall record the proceedings of each meeting of the BOARD; shall be the chief financial officer of the BOARD; shall direct and assign staff under her supervision; shall organize, reorganize, and arrange the staff, as best serves the BOARD; shall suggest procedures deemed necessary to the financial security of the school district; and, in general, perform all duties incident to the office of TREASURER and any other such duties as assigned by the BOARD. The BOARD, individually and collectively, shall refer all criticisms, concerns, and suggestions regarding fiscal and related matters to TREASURER for study and recommendation.

3.2 TREASURER recognizes that the BOARD has obtained and will maintain a bond in the amount of \$100,000 concerning the performance of TREASURER. TREASURER covenants to comply with the terms and conditions for maintenance of that bond and not to perform the duties of her office in such fashion as to cause the bond to be forfeited.

ARTICLE IV
COMPENSATION

4.1 The BOARD shall compensate TREASURER at an annual rate of one hundred and eight thousand, two hundred and fifty-six dollars (\$108,256), to be paid in equal installments in accordance with the schedule of salary payments in effect for other full-time administrative personnel. In addition, the BOARD shall pay the Treasurer a one-time lump sum payment of two thousand dollars (\$2,000), in the second payroll in January, 2009.

4.2 The BOARD shall review TREASURER'S salary in July, 2009 following TREASURER'S annual evaluation as provided in Article X hereof.

ARTICLE V
VACATION AND BENEFITS

5.1 TREASURER shall be provided twenty-five (25) days of paid vacation per year (August-July), exclusive of holidays as established in the school calendar, which shall be available for usage on the first day of each year of this Contract. The Treasurer may carry over ten (10) days of unused vacation to a succeeding year but the total number of such carried over days, regardless of the number of years, may never exceed a total of ten (10) days, and the Treasurer may not have available to her any more than thirty-five (35) days, including days carried over from prior contract year(s), in any single contract year. Upon the Treasurer's separation from employment, the Board shall compensate the Treasurer at her then-current rate of pay for all lawfully accrued and unused vacation leave to her credit at the time of separation.

5.2 TREASURER shall be entitled to accrue sick leave at the rate of 1.25 days for each month under contract. TREASURER may accumulate and use sick leave in accordance with the specifications and requirements of Ohio Revised Code Section 3319.141 and Board policy for full-time administrative personnel.

5.3 TREASURER shall be entitled to three (3) paid personal leave days per year and paid holidays in accordance with Board policy for full-time administrative personnel.

5.4 The BOARD agrees to pick up and pay such contributions to the School Employees Retirement System of the State of Ohio as are required of the employee by law, and to pay the "pick-up" on the pick-up.

5.5 The BOARD shall provide term life insurance in an amount equal to two times the TREASURER'S annual salary.

5.6 The BOARD shall pick up and pay the complete cost of the Treasurer's Medicare tax (currently 1.45%), in addition to the BOARD paying the complete cost of its employer Medicare tax.

5.7 The BOARD shall provide the Treasurer with group health and dental insurance coverage on the same terms as provided to other twelve-month administrators and shall provide her with any new fringe benefits provided to other full-time administrative personnel.

5.8 Annually after completion of the Board's evaluation of the Treasurer the Board shall pay an amount equal to six percent (6%) of the Treasurer's annual salary as provided in the first sentence of Section 4.1 above during the preceding twelve (12) months (July 1-June 30) multiplied by one and eleven-hundredths (1.11) to a "tax-sheltered vehicle" unless her performance has been rated by the Board through the most recent evaluation as less than average. The policy or plan assets shall be the property of the Treasurer, both before and after her separation from employment. It is the intention of the parties that the amounts paid

for such tax-sheltered vehicle be included in the Treasurer's compensation for retirement purposes. "Tax-sheltered vehicle" means a tax-sheltered annuity, deferred compensation plan, Ohio college credit plan or similar tax-sheltered plan as specified in writing annually by the Treasurer to the President of the Board.

5.9 For maintaining her Treasurer license and completing on-going professional development requirements, the Treasurer shall be paid an educational stipend of five thousand, five hundred dollars (\$5,500) annually, to be paid when educational stipends are paid to other certified/licensed employees.

ARTICLE VI
SEPARATION PAY

6.1 When the Treasurer resigns from the Olentangy Local Schools, she shall receive payment for accumulated sick leave at her per diem rate of pay in effect on her last day of employment provided that such rate has not been reduced in the previous twelve months.

ARTICLE VII
PROFESSIONAL GROWTH AND EXPENSES

7.1 The Treasurer shall be encouraged to participate in professional growth activities at the local, state, and national level she deems are related to fulfilling her responsibilities as Treasurer. The Board shall permit a reasonable amount of release time for such professional growth, and shall pay for the actual and necessary expenses. The Treasurer will be reimbursed for all travel and other expenses related to conducting Board business using her personal automobile. The Board shall pay the dues of the Treasurer for membership in the local, state, and national professional organizations of school business officials. The Board will also pay the actual and necessary costs of her attendance at the state and national meetings of those organizations. The Board shall reimburse the Treasurer for her costs in obtaining continuing education.

ARTICLE VIII
DAYS TO BE WORKED

8.1 TREASURER shall work all business days (which with approved leave and paid holidays total 260 days per year) under the term of this contract and devote such time and energies as are necessary to perform the duties specified in paragraph 3.1 of this contract. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require TREASURER to work during times other than normal business hours.

ARTICLE IX
PROFESSIONAL LIABILITY & INDEMNIFICATION

9.1 The BOARD agrees that it shall purchase professional liability insurance for TREASURER as provided by law.

9.2 The BOARD agrees that it shall defend, hold harmless, and indemnify TREASURER from any and all demands, claims, suits, actions and legal proceedings other than criminal proceedings brought against TREASURER in her individual capacity, or in her official capacity as agent and employee of the BOARD, provided the incident arose while TREASURER was acting in good faith within the scope of her 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 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 TREASURER have adverse legal interests in such litigation as provided by law.

ARTICLE X
EVALUATION

10.1 Any compensation increase will be based upon the job performance, specific objectives as established, annual evaluation by the Board, and the financial condition of the school district. The Board retains the right to increase the annual salary of the Treasurer during the term of this Contract. Said salary shall not be reduced except as provided by law, provided, however, that the parties agree that the one time lump sum of two thousand dollars (\$2,000) paid pursuant to the second sentence of Section 4.1 above shall not be considered "salary" for the purpose of this sentence, and the Treasurer expressly waives any and all right she has to treat or consider said \$2,000 lump sum as salary for purposes of determining whether her salary has been reduced in violation of this sentence or in violation of section 3313.22 of the Ohio Revised Code. It is understood between the parties that salary increases shall be considered annually in July following evaluation of the Treasurer by the Board. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein, and such adjustment or modification shall not be construed as a new contract nor as an extension of the term of employment.

ARTICLE XI
CONTRACT TERMINATION

11.1 This Employment Contract may be terminated by: (a) mutual agreement of the parties, (b) retirement, disability, or death of TREASURER, or (c) termination by

the BOARD in accordance with the laws of Ohio. In the event that TREASURER elects to terminate, TREASURER shall give thirty (30) calendar days' notice of termination to the BOARD.

ARTICLE XII
ENTIRE AGREEMENT

12.1 This Contract contains the entire agreement of the parties. This Contract cannot be changed orally but only by written agreement signed by the parties.

ARTICLE XIII
SAVINGS CLAUSE

13.1 If during the term of this Contract a court of competent jurisdiction determines that a specific clause of the Contract violates Federal or State law, the remainder of this Contract shall remain in force and effect.

IN WITNESS WHEREOF, the BOARD has caused this Employment Contract to be approved in its behalf by duly authorized officers, and TREASURER has approved this Employment Contract effective on the day and year specified in Article I above.

TREASURER

BOARD OF EDUCATION OF
OLENTANGY LOCAL SCHOOL
DISTRICT

By: _____
President

DATE: January 13, 2009

DATE: January 13, 2009

ALTERNATIVE TAX BUDGET INFORMATION

Name of School District: **OLENTANGY LOCAL**

For the Fiscal Year Commencing: **July 1, 2009**

Fiscal Officer Signature _____ Date **15-Jan-09**

COUNTY OF DELAWARE

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

Alternative Tax Budget Information Filing Deadline

The fiscal officer for each school district must file one copy of this document with the County Auditor on or before **March 1, 2009**. [Note: The traditional deadline for submission of the tax budget has been January 20. There is the potential for flexibility on this date as a result of HB 129 depending on the needs of the Budget Commission, but in order for them to be on track with the certificate of available resources, the date may need to be very close to January 20].

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund , Bond Retirement Fund any other funds
requesting general property tax revenue)

SCHEDULE 2

FUND: 001 - General

I	II	III	IV
DESCRIPTION	Prior Fiscal Year 2008 ACTUAL	Current FY 2009 ESTIMATE	Budgeted FY July 1-June30 2010 ESTIMATE
Beginning Unencumbered Fund	\$22,677,633.00	\$18,576,402.00	\$21,773,073.00
Revenues:			
Property Taxes	\$79,157,891.00	\$91,125,394.00	\$102,760,051.00
Income Tax			
Other Receipts	\$34,196,393.00	\$35,348,408.00	\$42,024,948.00
Transfers In			
Total Resources	\$136,031,917.00	\$145,050,204.00	\$166,558,072.00
Total Expenditures & Encumbrances	\$117,455,515.00	\$123,277,131.00	\$138,673,189.00
Ending Unencumbered Fund Balance	\$18,576,402.00	\$21,773,073.00	\$27,884,883.00

FUND: Debt Service 002

I	III	IV	V
DESCRIPTION	Prior Fiscal Year 2008 ACTUAL	Current FY 2009 ESTIMATE	Budgeted FY July 1-June30 2010 ESTIMATE
Beginning Unencumbered Fund	\$14,124,288.00	\$14,376,257.00	\$14,663,621.00
Revenues:			
Property Taxes	\$24,047,203.00	\$25,846,265.00	\$27,666,969.00
Income Tax			
Other Receipts	\$9,923,763.00	\$37,242,731.00	
Transfers In			
Total Resources	\$48,095,254.00	\$77,465,253.00	\$42,330,590.00
Total Expenditures & Encumbrances	\$33,718,997.00	\$62,801,632.00	\$26,550,363.00
Ending Unencumbered Fund Balance	\$14,376,257.00	\$14,663,621.00	\$15,780,227.00

STATEMENT OF FUND ACTIVITY

Funds with Revenue Other Than Local Taxes

SCHEDULE 3

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Total Estimated Receipts	IV Total Resources Available For Expenditures	V Total Estimated Expenditures & Encumbrances	VI Ending Estimated Unencumbered Balance
Special Revenue Funds	899,298.00	4,246,594.00	5,145,892.00	3,797,324.00	1,348,568.00
Capital Project Funds	37,361,992.00	63,899,751.00	101,261,743.00	75,095,532.00	26,166,211.00
Expendable Trust Funds	24,135.00	43,760.00	67,895.00	50,625.00	17,270.00
Enterprise Funds	2,446,256.00	4,034,892.00	6,481,148.00	6,272,247.00	208,901.00
Internal Service Funds	1,049.00		1,049.00		1,049.00
Non-Expendable Trust Funds	20,154.00		20,154.00	136.00	20,018.00
Agency Funds	327,575.00	1,201,329.00	1,528,904.00	1,130,114.00	398,790.00
	41,080,459.00	73,426,326.00	114,506,785.00	86,345,978.00	28,160,807.00

Note: Additional detail may be required by your County Auditor. Consider reports such as financial summaries, revenue summaries, and expenditure summaries as attachments to the tax budget document. Such reports could be computer generated from your accounting database and will provide individual fund activity (both actual and projected).

VOTED and UNVOTED DEBT OUTSIDE 10 MILL LIMIT

SCHEDULE 4

I	II	III	IV	V	VI
Purpose Of Notes Or Bonds	Authorized By Voters On MM/DD/YY	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Year	Amount Required To Meet Budget Year Principal & Interest Payments
H.S. CONSTRUCTION	05/03/88	12/01/88	12/01/11	\$2,515,000.00	\$920,656.00
BUILDING IMPROVEMENT/REFUND	05/06/97	07/17/97	12/01/17	\$0.00	\$0.00
CONSTRUCTION/REFUND	05/04/99	06/22/99	12/01/15	\$16,030,000.00	\$3,424,123.00
ELEMENTARY CONSTRUCTION	03/07/00	08/08/00	12/01/11	\$246,588.00	\$515,000.00
H.S., MIDDLE SCHOOL, ATHL., FIELD CONST	05/08/01	02/14/02	12/01/30	\$11,039,692.00	\$3,036,245.00
ELEMENTARIES CONSTRUCTION	05/07/02	09/10/02	12/01/27	\$15,100,000.00	\$1,600,905.00
ELEMENTARY/MIDDLE SCHOOL CONST 04(A)	03/02/04	06/02/04	12/01/14	\$239,994.00	\$450,675.00
ELEMENTARY/MIDDLE SCHOOL CONST 04(B)	03/02/04	06/02/04	12/01/20	\$9,085,000.00	\$0.00
SERIES 2005 REFUNDING BONDS	N/A	03/25/05	12/01/27	\$32,643,488.00	\$2,885,720.00
ELEMENTARY/H.S. CONSTRUCTION/BUILDING IMPROVEMENTS 2006	11/08/05	02/01/06	12/01/33	\$112,972,306.00	\$6,549,725.00
ELEMENTARY/H.S. CONSTRUCTION/BUILDING IMPROVEMENTS 2006	11/08/05	11/09/06	12/01/32	\$89,949,954.00	\$4,163,538.00
SERIES 2007 REFUNDING	N/A	11/14/07	12/01/30	\$8,709,997.00	\$836,050.00
H.S./MIDDLE SCHOOL/ELEM. CONSTRUCTION/IMPROVEMENTS	3/4/2008	8/20/08	12/01/36	\$36,399,995.00	\$1,804,775.00
				\$334,932,014.00	\$26,187,412.00

TAX ANTICIPATION NOTES

OLENTANGY LOCAL SCHOOL DISTRICT

SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipator Note Issue	Name Of Tax Anticipator Note Issue
Amount Required To Meet Budget Year Principal & Interest Payments:		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		

Amount Of Debt Service To Be Apportioned To The Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

CERTIFIED TEACHER ADDITIONAL PAY**2008-09 School Year***Recommended for Board of Education Approval on January 13, 2009*

Additional Pay 2008-09			
Name / Location	Subject / Department	Period / Preparation	Amount
OHS			
Ehrhardt, Marc	Science	> Six (6) Periods, 1/8th, 1st Semester (26 days)	\$ 1,024.63