

The meeting was called to order at 7:02 p.m. by President Chuck Stiver with the following members answering roll: Jody Weidrick, Tim Clifford, Scott Meredith and Chuck Stiver.

2. Pledge of Allegiance

RESOLUTION 203/17 Agenda

Motion by Clifford, seconded by Weidrick that the agenda for tonight's meeting be accepted.

Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

4. Public Communication

The Board of Education welcomes public comments. Please state your name and address for the record.

Please limit your comments to 3 minutes.

No Comments from the Public were made.

B. Board Work Session

MCCC – Report

1. Levy update.

RESOLUTION 204/17 Approval of Board Minutes

Minutes of July 20, 2017, regular meeting and August 10, 2017, special meetings.

Motion by Clifford, seconded by Meredith that the minutes of the July 20, 2017, and the August 10, 2017, meetings be approved as written.

Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

RESOLUTION 205/17 Board Policy Changes

Motion by Meredith, seconded by Weidrick that the following Board Policies be changed:

JEB Kindergarten Entrance Age

Vote: Ayes – Meredith, Stiver, Weidrick, Clifford
The President declared the motion passed.

E. Financial – Treasurer's Report

F. Financial – Action Items

RESOLUTION 206/17 **Approval of Financial Statements**

Motion by Weidrick, seconded by Meredith that upon recommendation of the Treasurer, the July, 2017 Financial Statements be approved as presented.

Vote: Ayes – Stiver, Weidrick, Clifford, Meredith
The President declared the motion passed.

RESOLUTION 207/17 **Employment Services**

Motion by Clifford, seconded by Weidrick that upon recommendation of the Treasurer, the Board accept the employment services contract with the Tri-County Educational Service Center for the employment of an aide at Dale Roy at an estimated cost - \$34,355.51.

Vote: Ayes – Weidrick, Clifford, Meredith, Stiver
The President declared the motion passed.

RESOLUTION 208/17 **International Baccalaureate Program**

Motion by Weidrick, seconded by Meredith that upon recommendation of the Treasurer, the Board accept the educational services contract with the Tri-County Educational Service Center for the placement of students in the International Baccalaureate Program at an estimated cost of \$8,900.00 per student.

Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

RESOLUTION 209/17 **Employment Services**

Motion by Meredith, seconded by Clifford that upon recommendation of the Treasurer, the Board accept the special services contract with the Tri-County Educational Service Center to serve as Coordinator of Services for the Medicaid School Program.

Vote: Ayes – Meredith, Stiver, Weidrick, Clifford
The President declared the motion passed.

RESOLUTION 210/17 **Donations**

Motion by Meredith, seconded by Weidrick that upon recommendation of the Treasurer, the Board accept the following donations:

Black River Facility Commission	Fence around athletic field	\$18,200.00
Julia Borkosky	4 band instruments	\$ 900.00 estimated
McCourts Musical	Black River Band	\$ 1,200.00
Chet & Fran's	DARE Program	\$ 814.00
Kohler (Engine Manufacturer)	8 Motors	\$ 2,800.00

Vote: Ayes – Stiver, Weidrick, Clifford, Meredith
The President declared the motion passed.

RESOLUTION 211/17 Contract

Motion by Weidrick, seconded by Clifford that upon recommendation of the Treasurer, the Board approve the following contracts for the 2017 – 2018 school year:

ABC Therapy	Preschool Speech Therapy	\$ 65.00 per hour
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Vote: Ayes – Weidrick, Clifford, Meredith, Stiver
The President declared the motion passed.

RESOLUTION 212/17 Contract

Motion by Weidrick, seconded by Meredith that upon recommendation of the Treasurer, the Board approve a lease agreement with the Ashland County Board of Developmental Disabilities. The lease will be for a van being used by Ashland County and a bus being used by Black River with an exchange cost of \$1.00 for each district.

Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

G. Superintendent’s Report

1. Athletic Director.

H. Unfinished Business

I. New Business

RESOLUTION 213/17 Employment

Motion by Clifford, seconded by Weidrick that upon recommendation of the Superintendent, the Board approve the following supplemental contracts for the 2017 – 2018 school year:

Kathleen Johnson	Accelerated Reader
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Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

RESOLUTION 214/17 Retirement

Motion by Meredith, seconded by Weidrick that upon recommendation of the Superintendent, the Board accept with regret, the retirement of Dozier Hendershot, Bus Mechanic, effective December 31, 2017. Mr. Hendershot has served the Black River School District for 21 years.

Vote: Ayes – Meredith, Stiver, Weidrick, Clifford
The President declared the motion passed.

J. Employment of Treasurer

RESOLUTION 215/17 Employment of Treasurer

Motion by Weidrick, seconded by Clifford that the following resolution be adopted.

Resolution No. _____

**RESOLUTION ADOPTING CONTRACT FOR
EMPLOYMENT OF TREASURER**

The Board of Education of the Black River Local School District, Medina County, Ohio, met in regular session on the 17th day of August, 2017, at the offices of said Board, with the following members present:

The Treasurer advised the Board that the notice requirements of R.C. §121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION

WHEREAS, the Board had entered into a contract with Connie Hange as its Treasurer effective August 1, 2013, and ending July 31, 2016, with a one-year extension through July 31, 2017; and

WHEREAS, Ms. Hange tendered notice of her resignation and retirement from the School District effective June 30, 2017, which the Board accepted;

WHEREAS, Ms. Hange and the Board expressed interest at its April 24, 2017, meeting in exploring whether rehiring Ms. Hange to serve as the Board's Treasurer effective September 1, 2017, through July 31, 2020, would be mutually beneficial and allow the Board the opportunity to secure cost savings and continuity in the position;

WHEREAS, the Board satisfied all re-employment procedures set forth in R.C. 3307.35, 3307.353 and O.A.C. 3307:1-13-01, providing a 60-day minimum public notice on April 28, 2017, and holding the required public meeting on August 10, 2017, to discuss the issue of Ms. Hange's re-employment;

WHEREAS, the Board desires to approve a Contract for Employment of Ms. Hange as its Treasurer, effective September 1, 2017, and ending July 31, 2020, as contained in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Black River Local School District, County of Medina, State of Ohio, that:

Section 1: The Board approves the Contract for Employment of Ms. Hange as its Treasurer, effective September 1, 2017, and ending July 31, 2020, as contained in Exhibit A, and authorizes the Board President to sign the Agreement on behalf of the Board.

Section 2: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

_____ seconded the motion and upon roll call, the vote was as follows:

CERTIFICATION

I hereby certify that the foregoing is a true, accurate, and correct excerpt from the minutes of the regular meeting of the Board of Education of the Black River Local School District held on the _ day of , 2017, showing the adoption of the Resolution hereinabove set forth.

_____, 2017
Date

_____, Interim Treasurer
Black River Local School District
Medina County, Ohio

Vote: Ayes – Stiver, Weidrick, Clifford, Meredith
The President declared the motion passed.

RESOLUTION 216/17

Contract for Treasurer

Motion by Clifford, second by Weidrick to employ Connie I. Hange as Black River Local School District Treasurer as per the following.

**BOARD OF EDUCATION
OF THE
BLACK RIVER LOCAL SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF
TREASURER**

This agreement ("Agreement" or "Contract") is made and entered into by and between Connie Hange ("Ms. Hange" or "Treasurer") and the Board of Education of the Black River Local School District ("Board"), Medina County, Ohio, pursuant to action taken by the Board as found in the minutes of its public meeting held on the 10th day of August, 2017.

WHEREAS, the Board had entered into a contract with Connie Hange as its Treasurer effective August 1, 2013, and ending July 31, 2016, with a one-year extension through July 31, 2017; and

WHEREAS, Ms. Hange tendered notice of her resignation and retirement from the School District effective June 30, 2017, which the Board accepted;

WHEREAS, Ms. Hange and the Board expressed interest at its April 24, 2017, meeting in exploring whether rehiring Ms. Hange to serve as the Board's Treasurer effective September 1, 2017, through July 31, 2020, would be mutually beneficial and allow the Board the opportunity to secure cost savings and continuity in the position;

WHEREAS, the Board satisfied all re-employment procedures set forth in R.C. 3307.35, 3307.353 and O.A.C. 3307:1-13-01, providing a 60-day minimum public notice on April 28, 2017, and holding the required public meeting on August 10, 2017, to discuss the issue of Ms. Hange's re-employment; and,

WHEREAS, the Board and Ms. Hange desire to enter into a Contract for Employment of Ms. Hange as the Board's Treasurer, effective September 1, 2017, and ending July 31, 2020.

NOW, THEREFORE, it is mutually agreed by and between Ms. Hange and the Board as follows:

**ARTICLE I
TERMS OF APPOINTMENT: CERTIFICATION/LICENSURE**

Ms. Hange is employed pursuant to the provisions of Section 3313.22, Ohio Revised Code, to serve as Treasurer of the Black River Local Schools commencing September 1, 2017, and ending July 31, 2020, unless otherwise terminated in accordance with this Agreement.

This Agreement is contingent on Ms. Hange passing a criminal record check at the time of her licensure renewal. This Contract shall be null and void should Ms. Hange be found to have a criminal conviction for any of the offenses outlined in the Ohio Revised Code which prohibit the Board from employing Ms. Hange. In this case, the mandates of R.C. §3319.16 shall not be

required. Ms. Hange shall furnish throughout the life of this Agreement a valid and appropriate license certificate issued by the Ohio Department of Education to act as Treasurer of Schools in the State of Ohio.

ARTICLE II

DUTIES, DIRECTION AND ASSIGNMENT OF STAFF

Ms. Hange shall faithfully perform the duties of Treasurer as prescribed by the laws of the State of Ohio and by rules, regulations, and position descriptions as adopted, or as same may be amended by the Board, and shall devote her time, energy, skills, expertise, labor and attention to said employment during the term of this Agreement. She shall, as the chief fiscal officer of the Board pursuant to Section 3313.22, Ohio Revised Code, carry out faithfully policies and directives of the Board. Ms. Hange shall fulfill her duties in a professional manner.

The Treasurer shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but it is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal business hours.

The Treasurer shall comply with all duties set forth in the Ohio Revised Code Chapter 3313. Before entering the duties of Treasurer, Ms. Hange shall execute a bond pursuant to Ohio Revised Code Section 3313.25, as set forth by the Board. The Treasurer shall also perform any other duty required of her by the Ohio Revised Code and as set forth in Board Policy.

Incapacity of the Treasurer shall be governed by Board policy.

Prior to expiration of this Agreement, the Treasurer shall perform duties set forth in Ohio Revised Code Sections 3313.27 and 3313.28.

ARTICLE III

DAYS OF SERVICE; VACATION

The Treasurer's annual term of service shall be 260 working days per contract year, inclusive of paid holidays. The Treasurer's per diem rate will be calculated on the basis of 260 working days.

The Treasurer shall receive thirty-five (35) days of vacation each contract year (exclusive of legal holidays), which must be used to be paid. The Treasurer may not carry over any unused accumulated vacation days into the following contract year.

ARTICLE IV

SICK LEAVE/PERSONAL LEAVE

The Treasurer shall be entitled to sick leave as provided by Section 3319.141, Ohio Revised Code, and earned sick leave may accumulate in accordance with Ohio law and Board Policy.

The Treasurer shall be entitled to three (3) personal leave days per contract year.

ARTICLE V
HOLIDAYS

The Treasurer shall be entitled to the following same paid holidays: New Year's Day, MLK Day, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas.

ARTICLE VI
LIABILITY INSURANCE

Liability insurance for the Treasurer shall be provided by the Board in accordance with the terms on which it is afforded to other administrators of the District.

ARTICLE VII
EXPENSES

The Board shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of the official duties of Treasurer during the term of this contract subject to such limitations as provided by law and Board Policy. There shall be no reimbursement for the travel or expenses from commuting to and from the District from the Treasurer's residence.

The Treasurer 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.

ARTICLE VIII
ANNUAL BASE SALARY & BENEFITS

A "contract year" begins August 1 and ends July 31 of the next year.

The Treasurer and Board agree that the annual base salary of the Treasurer shall be as follows:

9/1/17 to 7/31/18 – prorated based on annual salary of \$80,895.00
8/1/18 to 7/31/19 - \$81,705.00
8/1/19 to 7/31/20 - \$82,525.00

The salary shall be paid in equal installments, less applicable tax deductions in accordance with Board policy. The Board shall not decrease the Treasurer's base salary, except as provided by law. The Board shall pay the employee's share of Medicare insurance.

The Board shall procure and pay the full premium for a term life insurance policy in the amount of \$100,000 payable to the beneficiary designated by the Treasurer. Any unused premium resulting from death, resignation, retirement, or termination shall be returned to the Board. Additional coverage may be obtained at employee's cost.

The Treasurer shall be afforded the same hospitalization, major medical, dental and prescription insurance coverage levels afforded to other administrative employees of the District. The Board shall pay the entire cost of this health coverage during the term of this Contract.

Upon request by the Treasurer, the Board shall withhold and transfer a portion of the Treasurer's salary to any existing tax deferred annuity program offered by the Board.

The Board shall assume and pay to the School Employees' Retirement System ("SERS"), on behalf of the Treasurer, the Treasurer's share, without reduction in her gross salary, as required by law.

By affixing her signature hereto, the Treasurer represents that she has been notified as required by the Ohio Revised Code of her duties and obligation under Chapter 3309 of the Ohio Revised Code pertaining to the SERS as a condition of this employment.

ARTICLE IX **EVALUATION**

The Board will adopt procedures for evaluation of the Treasurer and shall evaluate the Treasurer in accordance with those procedures pursuant to Section 3313.22(D), Ohio Revised Code and any other applicable statutory section. The Board and Treasurer shall meet in executive session, at times and dates specified by the Board, for the purpose of evaluation of the performance of the Treasurer.

A written evaluation instrument shall be used and will be placed in the Treasurer's personnel file, with a copy being given to the Treasurer as well.

The Board shall devote at least one meeting before April 1 of each year of this contract for discussion of the working relationship between the Treasurer and the Board. At this meeting, which shall be conducted in executive session, the Board and the Treasurer shall decide the goals to be pursued by the Treasurer the next succeeding contract year.

ARTICLE X **COMMUNICATION**

The Treasurer and Board acknowledge direct communication between one another is essential to building a school system in which the goals of education can be achieved. The Treasurer agrees to keep the Board informed on at least a bi-weekly basis of all significant financial and legal issues.

ARTICLE XI **INDEMNIFICATION CLAUSE**

The Board agrees that it shall defend, hold harmless and indemnify the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in her individual capacity, or in her official capacity as an employee of the Board, provided the incident occurred while

the Treasurer was acting within the scope of her employment and in the good faith belief that such conduct was lawful and in the best interest of the School District. Criminal legal proceedings are

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expressly excluded from such indemnification. The Board shall provide liability insurance to cover legal damage and/or injury to persons or property resulting from any acts or omissions in the Treasurer's official capacity or resulting solely out of her employment as Treasurer. This section shall not, however, apply to any dispute between the Treasurer and the Board. Under no circumstances shall individual Board members be personally liable to the Treasurer under this provision.

ARTICLE XII
RENEWAL OR NON-RENEWAL

The Treasurer, at the expiration of her term of employment expiring July 31, 2020, will be deemed re-employed for a term of one year, ending July 31, 2021, at the same salary plus any increments that may be authorized by the Board, unless the Board, on or before the first day of March of the year in which the contract of employment expires, either re-employs the Treasurer for a succeeding term or gives the Treasurer written notice of its intention not to reemploy her.

ARTICLE XIII
TERMINATION FOR CAUSE

This contract may be terminated upon resignation, retirement, mutual agreement or termination for cause pursuant to Ohio Revised Code Section 3319.16.

Pursuant to Section 3313.22(B), Ohio Revised Code, Section 3319.16, Ohio Revised Code will not apply should the Treasurer become automatically disqualified from service.

ARTICLE XIV
COMPLIANCE WITH LAW; BINDING NATURE

It is the purpose and intent of the parties hereto that the provisions of this Agreement shall fully conform to the Ohio Revised Code and all other provisions of law. Should any provision of this Agreement be determined by a court of competent jurisdiction to be in conflict with or in violation of law now or hereinafter in effect, such provision shall be inoperative, but all other provisions shall remain in effect for the life of this Agreement.

This Agreement contains all terms agreed to by the parties and supersedes all prior written agreements, arrangements, and communications between the parties, whether oral or written.

Except as limited by the foregoing, the Board and Treasurer shall fulfill all aspects of this Agreement, any exception thereto being by express mutual consent of the Board and Treasurer.

IN WITNESS WHEREOF, the Board of Education by its President and its Treasurer having been first duly sworn and authorized and Connie Hange, have set their hand this 10th day of August, 2017.

Connie Hange

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BOARD OF EDUCATION OF THE
BLACK RIVER LOCAL SCHOOL DISTRICT

Chuck Stiver, Board President

_____, Interim Treasurer

Vote: Ayes – Weidrick, Clifford, Meredith, Stiver
The President declared the motion passed.

K. Executive Session

RESOLUTION 217/17 Executive Session

Motion by Weidrick, seconded by Meredith to enter into Executive Session at 7:31 p.m. for the purpose of one or more of the following under Ohio Revised Code 121.22G

- Section 1: To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual.
- Section 2: To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- Section 3: Conferences with an attorney.
- Section 4: Preparing for, conducting, or reviewing negotiations or bargaining session with public employees.
- Section 5: Matters required to be kept confidential by federal law or rules or state statutes.
- Section 6: Specialized details of security arrangements.

Vote: Ayes – Weidrick, Clifford, Meredith, Stiver
The President declared the motion passed.

Executive Session ended at 7:37 p.m.

L. Building Tours

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M. Closing Items

1. Item(s) for consideration for next meeting
2. Next Meeting Date: Special Meeting: August 10, 2017 – 7PM Black River High School Media Center
Regular Meeting: August 17, 2017 – 7PM Black River High School Media Center

RESOLUTION 218/17 Adjournment

Motion by Clifford, seconded by Meredith that the Board adjourn at 8:42 p.m.

Vote: Ayes – Clifford, Meredith, Stiver, Weidrick
The President declared the motion passed.

President

Treasurer