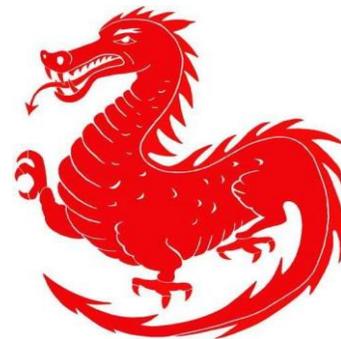


Tony Perrone, President
Mary Ann McMahon, Vice-President
Kimberly Barrell
Christopher Chieffo
Michele Lamb

Ann Marie Thigpen, Superintendent
Craig Yaniglos, Interim Treasurer

**NILES CITY BOARD OF EDUCATION
NILES CITY SCHOOL DISTRICT**

**ADMINISTRATION BUILDING
309 NORTH RHODES AVENUE
NILES, OHIO 44446
(330) 989-5095**



Thursday, January 23, 2020

www.nilescityschools.org

5:30 PM Emergency Board Meeting

AGENDA

Our Mission Statement--The mission of the Niles City School District is to instruct a defined curriculum in a safe, educational environment. The district will ensure the opportunity for all students to become responsible learners, critical thinkers, and problem solvers as productive members of a democratic society.

Our Vision Statement--To continually prepare students and staff for technological advancements. To maintain a positive, cohesive school community which encompasses the board, administration, staff members, students, parents or guardians, and all school volunteers. To establish and sustain a collaborative relationship with the community. To unify instruction within the Niles City Schools through the continuous development and use of curriculum guides in the best educational environment.

This is a public meeting of the Niles City Board of Education for the purpose of conducting the school district's business. This is not to be considered a community meeting. Time has been allotted for public participation during the meeting as indicated.

1. Call to Order

2. Roll Call

_____ Barrell _____ Chieffo _____ Lamb _____ McMahon _____ Perrone

3. Pledge of Allegiance

4. Moment of Reflection

5. Adopt the Agenda

_____ Barrell _____ Chieffo _____ Lamb _____ McMahon _____ Perrone

6. Communications to the Niles City Board of Education

- a. Written Communications
- b. Public Comments

According to the Niles City School District Board Policy (0169.1), the Niles City Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

The presiding officer shall be guided by the following rules:

- a. Public participation shall be permitted as indicated on the order of business, before the Board takes official action on any issue of substance, and/or at the discretion of the presiding officer.
- b. Anyone having a legitimate interest in the actions of the Board may participate during the public portion of a meeting.
- c. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.
- d. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- e. Each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the presiding officer. Public participation shall be limited to fifteen (15) minutes total per board meeting.
- f. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- g. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

Please note that Public Comments is not a time for dialogue with the Board of Education. It is an opportunity to share a comment with the Board of Education. In addition, by law, administrators and Board of Education members are not permitted to publicly discuss personnel matters, student discipline, or other issues requiring confidentiality. While we may not respond to comments, all input shared with the Board of Education is taken very seriously, and will inform future deliberations and work by the Board of Education and its committees.

7. Board Recommendations

RESOLUTION TO APPROVE TREASURER’S CONTRACT

WHEREAS, on January 16, 2020, the Niles City School District Board of Education resolved to employ Rhonda Baldwin-Amorganos as Treasurer for the term beginning February 3, 2020 and extending through July 31, 2023; and

WHEREAS, the Board of Education and the Treasurer have agreed to the salary and terms of the employment contract.

NOW THEREFORE, BE IT RESOLVED by the Board of Education of the Niles City School District as follows:

SECTION I

The employment contract for the Treasurer is hereby approved as follows:

TREASURER CONTRACT

This Employment Contract is entered into on this 23rd day of January, 2020, by and between the NILES CITY SCHOOL DISTRICT BOARD OF EDUCATION, Trumbull County, Ohio (hereinafter “Board”) and RHONDA BALDWIN-AMORGANOS, a person qualified by training, experience and certification/license to occupy the position of Treasurer in an Ohio public school district (hereinafter “Treasurer”) in accordance with its action, as found in its minutes of the meeting held on the 16th day of January, 2020, in accordance with the provisions of Section 3313.22 of the Ohio Revised Code, as amended.

WHEREAS, the Board desires to employ the Treasurer and the Treasurer desires to accept employment with the Board as Treasurer, pursuant to Section 3313.22 of the Ohio Revised Code, as amended.

NOW, THEREFORE, The Board and the Treasurer, for the consideration herein specified, agree as follows:

1. TERM OF CONTRACT

The Board hereby employs Rhonda Baldwin-Amorganos as Treasurer of the Niles City School District Board of Education (the “District”) for a term beginning the 3rd day of February, 2020 and ending the 31st day of July, 2023, unless sooner terminated as provided herein. The Treasurer’s contract is a 12-month, 260-day contract, which shall be prorated from February 3, 2020 through December 31, 2020, and January 1, 2021 through July 31, 2021.

2. CONTRACT PREREQUISITE/PROFESSIONAL CERTIFICATION

The Treasurer shall furnish throughout the life of the Contract a valid and valid credentials to serve as Treasurer of Schools in the State of Ohio. A copy of the Treasurer's certificate/license shall be tendered and maintained in the Treasurer’s office throughout the term of this Contract.

3. POWERS, DUTIES AND OBLIGATIONS

The Treasurer shall perform all duties and responsibilities of the Treasurer encompassed by the laws of the State of Ohio and by the rules, regulations, policies and position description adopted by the Board. The Treasurer shall devote such time and energies as are necessary to perform these duties and responsibilities during normal business hours, but it is expressly understood and agreed that these duties will require the Treasurer to work during times other than normal business hours. Any per diem calculation which may be required shall be based upon a work year of two hundred sixty (260) days.

4. COMPENSATION AND BENEFITS

- A. The Board shall pay the Treasurer an annual base salary of ninety thousand dollars (\$90,000) for the first year of this Contract, February 3, 2020 through July 31, 2020, which shall be prorated accordingly. The aforementioned salary shall be paid in equal installments in accordance with Board policy. For the partial Contract year, August 1, 2020 through December 31, 2020, the Treasurer shall be paid ninety thousand dollars (\$90,000.00), which shall be prorated accordingly. Effective January 1, 2021 through July 31, 2023, the Treasurer shall be paid an annual salary of eighty thousand dollars (\$80,000.00), to be prorated for January 1, 2021 through July 31, 2021. The Board may increase the salary of the Treasurer during the term of this Contract, however, the Treasurer's salary may not be reduced, except as set forth above or as otherwise allowed by law.
- B. The Board shall pay the employer's share of the School Employees’ Retirement System (“SERS”) retirement contributions as required by law. In addition, the Board shall “pick-up,” or pay directly, 100% of the Treasurer's SERS retirement contributions, plus all retirement contributions on this picked up amount (i.e., “pick-up on the pick-up”). It is the intention of the parties that the aforementioned picked up amount shall be added to the Treasurer’s total salary for reporting purposes and the retirement benefit calculations with SERS.
- C. The Board shall provide and pay all the premiums for a \$150,000.00 term life insurance policy, payable to the beneficiary, or beneficiaries, designated by the Treasurer.

- D. The Board shall pay a stipend of \$100.00 each month to the Treasurer for cell phone utilization.
- E. The Board shall pay the membership fees/dues annually for two (2) professional organizations of the Treasurer's choosing. To qualify for such payment, the professional organization must be educational in nature and/or relate to the performance by the Treasurer of her duties for the District and shall include, but not be limited to the cost of membership, dues, assessments and reasonable expenses relating to membership in and attendance at meetings of the organization. Payment of such organizational expenses are contingent upon submission of the appropriate documentation to the Treasurer in accord with Board policy.
- F. The Board shall cover the same cost of health benefits of the Treasurer at single or family level that is provided to other District administrators.
- G. Commencing February 3, 2020 through December 31, 2020, the Board shall pay the Treasurer's share of the Medicare contribution in the amount of 1.45%. In addition, the Employer shall pick-up (pay directly) the employee's contribution to Medicare in the amount of 1.45% during the term of this Contract.
- H. The Board shall contribute on behalf of the Treasurer to an annuity contract or custodial account, which is tax qualified under I.R.C. §403(b) ("Annuity") as selected by the Treasurer from a list of providers that are available under the §403(b), Plan of the District. The amount to be contributed to the Annuity shall be seven thousand five hundred dollars (\$7,500.00) for the Contract period, February 3, 2020 through July 31, 2020 and an additional seven thousand five hundred dollars for the Contract period August 1, 2020 through December 31, 2020. Commencing January 1, 2021 through the remainder of the Contract, the Board shall discontinue any contributions on behalf of the Treasurer to an annuity contract or custodial account.

5. VACATIONS, PERSONAL LEAVE AND HOLIDAYS

The Treasurer shall be entitled to twenty-five (25) days of vacation with pay each year during the term of the Contract and is not expected, nor required, to work legal holidays specified in the Board's approved calendar. Vacation days must be used as unused days do not accrue and cannot be carried over into the successive year. The year for vacation days is February 3, 2020 through July 31, 2020. The Treasurer will receive twelve (12) days of vacation on February 3, 2020. The Treasurer may, however, request and receive payment for up to ten (10) days of unused vacation days at the end of any Contract year by providing written notification to the Board President of such choice no later than May 15th of each Contract year. In the event of the Treasurer's death, unused vacation days shall be paid in accordance with ORC Section 2113.04, or to the Estate of the Treasurer.

In addition, the Treasurer shall receive four (4) personal leave days per Contract year. For the time period February 3, 2020 through July 31, 2020, Treasurer shall receive two personal days.

6. SICK LEAVE AND SEVERANCE PAYMENT

The Treasurer shall accumulate sick leave in accordance with the Ohio Revised Code applicable to certificated staff and may carry over and continue to accumulate such leave in accordance with existing Board policy. The Board shall recognize any and all previously accumulated but unused sick leave to the Treasurer's credit from

previous Government employment in accord with Ohio law. If the Treasurer retires as recognized by SERS during the term of this Contract, the Treasurer shall receive in a lump sum of the value of her accrued and unused sick leave to a maximum of one hundred twenty (120) days multiplied by her per diem rate at the time of retirement. Such severance payment shall be made no later than six (6) months after the written evidence of retirement eligibility is received. Payment of accrued but unused sick leave on this basis shall be considered to eliminate all sick leave credit accumulated at that time.

7. EXPENSE REIMBURSEMENT

The Board shall reimburse the Treasurer for actual and necessary travel expenses and other expenses required in the performance of her official duties, subject to the rules and policies of the Board and the submission of the required documentation. Mileage incurred in the performance of professional duties for the District shall be reimbursed at the IRS rate in effect at the time the mileage is incurred, in accord with Board policy but such reimbursement shall not be available for commuting to and from the Treasurer's home and the District's buildings. Reimbursement shall apply to attendance at professional meetings and seminars approved by the Board.

8. PROFESSIONAL LIABILITY

The Board will defend, indemnify and hold harmless the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in her official capacity as agent and employee of the Niles City School District, arising from acts or omissions occurring while the Treasurer acts within the scope and course of her employment. Further, the Board will defend, indemnify and hold harmless the Treasurer from any and all claims, suits, actions and legal proceedings brought against the Treasurer in her individual capacity if such arises from acts or omissions occurring while the Treasurer acts within the scope and course of her employment. The Board's agreement to defend and indemnify may apply to criminal charges lodged against the Treasurer if such charges are based on conduct occurring in the course and scope of her employment as Treasurer and in the good faith belief that the conduct was lawful and in the best interest of the Niles City School District. The Board will defend, indemnify and hold harmless through the provision of professional liability insurance as permitted by ORC 3313.203 and 2744.07.

In no event will the Board's duty to defend, indemnify or hold harmless be construed so as to provide personal liability for any individual member of the Board to defend or indemnify the Treasurer against such demands, claims, suits, actions and/or legal proceedings. Further, in actions where the Board and Treasurer are co-defendants and/or a good faith disagreement exists in the manner in which a claim should be defended, the 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 legal expenses of the Treasurer in action or proceeding in which the Board and the Treasurer are in adversarial positions or where the Treasurer is actually asserting a claim against the Board.

9. MEDICAL EXAMINATION/INCAPACITY

If requested by the Board or at the election of the Treasurer, the Treasurer shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of the Board's choosing. Such physician or physicians shall provide a statement to be filed with the Treasurer's office certifying as to the physical and/or mental competency of the Treasurer of performing the duties of her office and such report shall be maintained in the office of the Treasurer of the Board. If the physician's certification declares the Treasurer is not capable of performing her job duties for a period of thirty (30) days or more, it is agreed that the Board may proceed with the appointment of a Treasurer Pro Tempore, pursuant to Section 3313.23 of the Ohio Revised Code. If such physician's certification provides that the inability or incompetency to perform necessary duties of the Treasurer will, with reasonable medical certainty, continue through the end of the employment term, the Board may, its

discretion, terminate this agreement and the duties, rights and obligations embodied herein. The refusal of the Treasurer to submit to a requested medical examination shall be deemed a breach of this Contract whereupon the Board, at its discretion, may terminate the agreement without recourse to statutory termination procedures. The Board may call for such an examination only once during any one (1) fiscal year of this Contract except by mutual agreement. The cost of the medical examination and report shall be the sole responsibility of the Board and shall be paid by the Board.

10. EVALUATION

The Board will endeavor to evaluate the Treasurer annually in accordance with its adopted policy and prior to any consideration of a subsequent contract term. Such evaluation procedure shall not, however, be construed to imply any right by the Treasurer to a contract extension or contract renewal.

11. CHANGE IN EMPLOYMENT STATUS

In the event the Treasurer seeks SERS retirement and desires to be reemployed as Treasurer in accordance with Ohio Revised Code 3309.345, the Board herein agrees to propose the Treasurer's continued employment as a reemployed retirant in the position of school Treasurer provided that all provisions of Revised Code 3309.345 are duly satisfied and no basis for withdrawal of the offer of continued employment is discovered through the public notice/comment procedures.

Should the Treasurer decline to seek retirement commencing January 1, 2021, all provisions of this Contract as they relate to salary and benefits for the period commencing January 1, 2021 through the end of the employment contract shall remain in full effect. Specifically, the Treasurer hereby acknowledges that, in the event the Treasurer does not seek retirement commencing January 1, 2021, the Treasurer's salary for the balance of the Contract shall be eighty thousand dollars (\$80,000.00) and the Board's annuity contribution and Medicare pick up shall cease.

12. CONTRACT TERMINATION

This Contract may be terminated by (1) mutual agreement of the parties; (2) violation of any of the terms of this contract or material violation of board policies; (3) the resignation, retirement (subject to the provisions below), disability or death of the Treasurer; or (4) termination by the Board in accordance with Ohio law.

13. ENTIRE AGREEMENT & SAVINGS CLAUSE

This document constitutes the entire agreement between the Board and the Treasurer, and it supersedes all prior and/or contemporaneous understandings, whether written or oral, not specifically set forth herein. No changes in any specific term of this Contract shall be made during the life of the Contract except by the mutual agreement of the parties, reduced to writing and signed by both parties. If any portion of this agreement is ruled to be illegal due to conflict with State or Federal law, all other terms, conditions and/or provisions of the Contract shall remain in full force and effect throughout the term of this agreement.

SECTION II

The Board President and Interim Treasurer are authorized and directed to execute the contract of employment with Ms. Baldwin-Amorganos on behalf of the Niles City School District Board of Education, upon such other terms and conditions as set forth in her written contract of employment.

SECTION III

IT IS FOUND AND DETERMINED that all formal action of this Board concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board and any of its

committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

_____ *Barrell* _____ *Chieffo* _____ *Lamb* _____ *McMahon* _____ *Perrone*

8. Adjourn at: _____ **PM**

_____ *Barrell* _____ *Chieffo* _____ *Lamb* _____ *McMahon* _____ *Perrone*