

I. CALL TO ORDER

The Beavercreek Board of Education met in Special session on March 24, 2022 at the Beavercreek Board Office. Board President Ms. Rigano called the meeting to order at 5:15 p.m.

II. ROLL CALL

The following members were present for the Board of Education:

Chris Stein
Krista Hunt
Dr. Carl Fischer
Jo Ann Rigano
Gene Taylor

A quorum was declared with five members present.

III. PLEDGE OF ALLEGIANCE

Ms. Rigano invited everyone to join in the saying of the Pledge of Allegiance to the American Flag.

IV. APPROVAL OF AGENDA AS PRESENTED – RESOLUTION #2022-38

Ms. Hunt made a motion to approve the agenda as presented.

Mr. Taylor seconded the motion.

ROLL CALL: Krista Hunt, aye; Gene Taylor, aye; Dr. Carl Fischer, aye; Chris Stein, aye; Jo Ann Rigano; aye.

Motion carried 5-0

V. BOARD MEMBER COMMENTS**VI. APPROVE EMPLOYMENT OF THE TREASURER – JOY KITZMILLER**

SEE NEXT PAGE(S)

BEAVERCREEK CITY SCHOOL DISTRICT**TREASURER'S CONTRACT**

It is hereby agreed by and between the BOARD OF EDUCATION OF THE BEAVERCREEK CITY SCHOOL DISTRICT, hereinafter called the "BOARD", and JOY KITZMILLER, hereinafter called the "TREASURER", that the BOARD, in accordance with its action as found in the minutes of its meeting held on the 24th day of March, 2022, has and does hereby appoint and employ the said JOY KITZMILLER as TREASURER for the period commencing on the 1st day of August, 2022, and ending on the 31st day of July, 2026. Both parties agree that said TREASURER shall perform the duties of the Office of "Treasurer" in and for the public schools in the BEAVERCREEK CITY SCHOOL DISTRICT, hereinafter called "DISTRICT", as prescribed by the provisions of this contract, and the statutes, rules and regulations of the State of Ohio, as set forth in the Ohio Revised Code and/or the Ohio Administrative Code.

In consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. **DUTIES.** The TREASURER agrees to perform the duties of Treasurer of the DISTRICT as those duties are set forth in the Ohio Revised Code and/or the Ohio Administrative Code and in accordance with the job description for the Treasurer as it may now exist, or as it may be adopted or modified during the term of this Contract by the BOARD and TREASURER; and in accordance with the By-Laws and Policies, Rules and Regulations of the DISTRICT, as such may now exist or as such may from time to time during the term of this Contract be adopted and/or modified by the BOARD.
2. **TERM OF CONTRACT.** The TREASURER shall commence the above duties on August 1, 2022, and shall perform such duties until and including July 31, 2026, unless this Contract is otherwise earlier terminated as provided herein or suspended as provided by law.
3. **COMPENSATION.**
 - a. The annual salary commencing August 1, 2022 for the above term of employment shall be One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00). The BOARD hereby retains the right to increase the salary of the TREASURER during the term of this contract based upon mutually agreed performance measures and the BOARD'S evaluation of the TREASURER each year. Unless the BOARD determines in its written annual performance evaluation of the TREASURER that appropriate performance measures have not been met, the TREASURER'S base salary will increase by three-percent (3%) annually on August 1 of each year commencing August 1, 2023. In no event shall the TREASURER'S salary be reduced, except as provided by law.
4. **FRINGE BENEFITS.** The TREASURER shall be entitled to such health insurance and other fringe benefits (except holidays and vacation which are covered by Paragraph 9 herein and except as any fringe benefit may be specifically addressed or modified herein) as are now provided to administrative employees of the BOARD on the same basis as such fringe benefits are provided to such administrative employees of the BOARD. The BOARD agrees to pay the TREASURER'S share of the Medicare contribution. In addition, the TREASURER will be entitled to a life insurance policy in an amount not to exceed \$250,000.00 face value to be fully paid by the BOARD.

5. RETIREMENT SYSTEM FEES. Compensation of the TREASURER during the term of this Contract shall also include payment by the BOARD for the TREASURER'S share of School Employees Retirement System (SERS) fees for all compensation payable to TREASURER under this Contract, including SERS fee pick-up compensation, according to the established percentage rate for employee contributions to SERS. This payment shall be made with the same frequency as deductions from employee paychecks are made to SERS. This amount shall be included in the reporting of gross earnings for retirement purposes in accordance with the provisions of AM. H.B. 502 (pick-up on pick-up).

After this Agreement is entered into, if Ohio law is modified to prohibit the BOARD from paying the TREASURER'S SERS member contributions as pick up compensation, the BOARD'S pick up of the TREASURER'S SERS member contributions shall be converted to a "salary reduction" type of pick up under IRC Section 414(h), and the annual salary of the TREASURER shall be increased by an amount that will result in the federal taxable income of the TREASURER (after the salary reduction pick-up) being the same as if the SERS fee pick up compensation was in effect. The TREASURER may instead elect to receive the amount specified above as a tax-sheltered annuity/deferred compensation.

6. ACCESSIBILITY.

- a. The TREASURER shall make herself reasonably available and accessible to the members of the BOARD, the Superintendent of Schools, the members of the administrative staff of the DISTRICT, and the taxpayers of the DISTRICT. In determining "reasonably available" and "accessible", consideration shall be given to the TREASURER'S role as the chief financial officer of the DISTRICT and the propriety of delegating functions to her staff
- b. The TREASURER shall be expected to be regular in attendance at the following types of meetings:
 - i. School Board meetings, including executive sessions and work sessions as directed by the BOARD; and
 - ii. Committee meetings of Ad Hoc Committees or other committees appointed by the BOARD or the SUPERINTENDENT on which the TREASURER is required to participate by the BOARD.

7. PROFESSIONAL CERTIFICATION. The TREASURER will furnish, throughout the life of the Contract, valid and appropriate proof of her qualifications to serve as a Treasurer of a School District in the State of Ohio, as required by the applicable provisions of the Revised Code of Ohio or administrative regulations adopted pursuant thereto.

8. MEDICAL EXAMINATION. Upon the request of the BOARD, during the term of this Contract, the TREASURER does hereby agree to submit to a comprehensive medical examination. A statement certifying to the physical and mental competency or incompetency of the TREASURER shall be filed with the President of the BOARD and shall be treated as confidential information. The cost of said medical report shall be borne by the BOARD. If the medical examination report states that the TREASURER is physically or mentally incompetent to such an extent as to make the TREASURER unable to perform any or all of the duties and such incompetency is permanent, irreparable, or of such nature as to make the performance of the duties impossible, the BOARD may, at its option terminate this Contract, whereupon the respective duties,

rights, and obligations hereof shall terminate. Refusal by the TREASURER to submit to any medical examination requested by the BOARD shall be deemed cause for the BOARD to terminate this Contract. All salary, annuities, and fringe benefits accrued by the TREASURER up through the date of termination of this contract shall be due and payable to the TREASURER.

9. VACATION AND HOLIDAYS.

- a. During each contractual year of employment, the TREASURER will work Two Hundred Sixty (260) days; and from that amount shall be entitled to all BOARD approved holidays (minimum of 11) and the TREASURER shall receive thirty (30) days' vacation leave credited the first day of each contract year which shall be taken prior to July 31st in the year following the year in which it is accrued. The TREASURER may opt to take payment in lieu of vacation for up to ten (10) days per contract year at her then current daily rate (base salary/260). The TREASURER is authorized to carry over into the next contract year unused vacation not to exceed sixty (60) days accumulation.
- b. Vacation shall be scheduled by the TREASURER so as to minimize disruption of School District operations and at times acceptable to the SUPERINTENDENT, the BOARD, and the TREASURER.
- c. In the event the TREASURER leaves employment of the BOARD, she shall be paid for earned vacation time then accrued during the current school year and all accrued and carried over vacation time carried over from prior contract years to a maximum accumulation of sixty (60) days of accumulated vacation time. In the event of her death, such shall be paid to the TREASURER'S estate, as provided by law.

10. PROFESSIONAL GROWTH. The TREASURER shall be encouraged to attend professional meetings that improve the fiscal management practices of the District. The actual and necessary expenses of said attendance shall be paid by the District to the extent authorized by the Board in the Appropriation Budget. The TREASURER is encouraged to join and participate in professional organizations related to the duties of the office. The dues for the following organizations shall be paid by the Board: Association of School Business Officials International (ASBO), Ohio Association of School Business Officials (OASBO), the local affiliated Chapter of OASBO, the Government Finance Officers Association (GFOA) and Beavercreek Rotary Club.

11. SICK LEAVES AND OTHER LEAVES.

- a. The TREASURER shall be entitled to earn and accumulate sick leave in accordance with law to a maximum accumulation of three hundred forty-five (345) days and all other forms of leave in accordance with Ohio law and BOARD policy. If, during the term of this Contract, the BOARD adopts a sick leave policy that would allow any employee of the BOARD to accumulate more than three hundred forty-five (345) days, the higher amount of sick leave days shall apply to this paragraph. Payment for accrued and unused sick leave upon retirement (meaning immediate disability or service retirement under any state or municipal retirement system in this state) shall be paid to TREASURER as follows: Twenty-seven percent (27%) of TREASURER'S accrued and unused sick leave balance up to a maximum of eighty-nine (89) days with the daily rate calculated as TREASURER'S then annual base salary divided by two hundred sixty (260) days. TREASURER shall be entitled to payment for unused sick leave upon retirement as provided herein irrespective of the length of her employment by the

BOARD. This payment shall not be considered to eliminate sick leave credit accrued by the TREASURER at that time but merely the calculation for payment of severance for retirement.

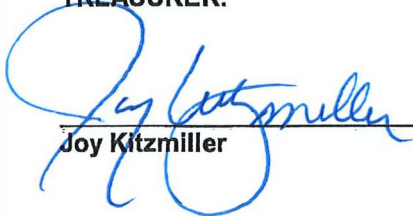
- b. The TREASURER shall be permitted three (3) days of personal leave per contract year. Any unused personal leave days shall be paid in accordance with BOARD policy approved for Classified Administrators. At retirement, all accrued and unused personal days shall be added to the number of severance pay days the TREASURER is eligible to receive under the severance pay policy then in effect to calculate the amount of severance pay payable to the TREASURER. It is understood that this could result in the TREASURER receiving severance pay in excess of the maximum number of severance pay days permitted under the BOARD'S policy and that is accepted under this Contract provision.
 - c. Subject to the provisions of this Contract, the TREASURER shall be entitled from the first day of this Contract to the use of and accumulation of sick leave and all other forms of leave in accordance with Ohio law and Board policy.
12. PERFORMANCE EVALUATION. The BOARD shall provide the TREASURER with periodic opportunities to discuss TREASURER/BOARD relationship. At least once annually, the BOARD and the TREASURER shall meet to develop mutually acceptable goals and objectives for the DISTRICT and the TREASURER on both a long-term and short-term basis. At least once annually, the BOARD shall present the TREASURER with a written evaluation of her performance completed according to BOARD policy and applicable law, including any inadequacies as perceived by BOARD members. All such meetings, discussions, evaluations and activities related thereto shall be conducted in executive session pursuant to the laws of the State of Ohio.
13. INDEMNIFICATION. Pursuant to Revised Code Section 3313.203(B), the BOARD shall indemnify, defend, and hold harmless the TREASURER against all civil demands, claims, suits, and legal proceedings, including administrative proceedings, whether threatened or instituted, and defend the TREASURER against any criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of the TREASURER while acting within the scope of the TREASURER'S employment by the BOARD and in the good faith belief that such conduct was lawful and in the best interest of the school district. The BOARD'S duty to defend and indemnify the TREASURER does not apply to personal findings for recovery in an audit report pursuant to Revised Code Section 117.28 and expenditures and obligations under this paragraph shall not exceed the amounts appropriated for such purposes. In no case will individual Board members be considered personally liable for indemnifying the TREASURER against such claims, suits, action or legal proceedings. The BOARD shall also pay the cost of additional individual professional liability insurance for the TREASURER in any amount up to \$2,000,000 coverage from a carrier of the TREASURER'S choice.
14. FULL TIME RESPONSIBILITY.
- a. The TREASURER shall devote her full time and attention to the responsibilities of her office.
 - b. Notwithstanding the provisions of Paragraph a. of this Section, TREASURER may continue to be an active member of and/or officer in any of the professional organizations listed in Section 10 above.
15. SEVERANCE. In the event the TREASURER leaves the employment of the BOARD for any reason, she shall be paid the equivalent of 3 days per year of service at her then

current daily rate (base salary/260), in addition to any other severance payment provided herein, but must provide at least 60 calendar days by written notice to the Board President except in the event of death or disability. If TREASURER is deceased, said sum shall be paid to her estate.

- 16. CONTRACT TERMINATION. This employment Contract may be terminated by: (i) mutual agreement of the parties; (ii) retirement, disability, or death of the TREASURER; or (iii) termination by the BOARD in accordance with Section 3313.22 of the Ohio Revised Code.
- 17. TUITION REIMBURSEMENT. Believing that the TREASURER will make a greater contribution to the children she serves if additional training is obtained in the fields related to her work, the BOARD will pay tuition reimbursement to the TREASURER in an amount not to exceed five percent (5%) of her annual compensation (base salary/260) to cover fees and tuition costs for related graduate or undergraduate course work at an accredited college or university. The TREASURER will be required to obtain a grade of C or better. Tuition reimbursement shall not be paid for any course where the TREASURER has previously received financial aid for the course or courses in question in the form of a scholarship, fellowship or grant-in-aid.
- 18. ELECTRONIC MEDIA/CELL PHONE ALLOWANCE. TREASURER shall be paid a monthly stipend of Sixty-Five Dollars (\$65.00) per month for reimbursement of her electronic media/cell phone expenses.
- 19. RESIDENCY. The TREASURER is not required to maintain her residence within the geographic territory of the DISTRICT during the pendency of this CONTRACT.
- 20. ENTIRE AGREEMENT AND SAVINGS CLAUSE. This agreement constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations and understanding with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications or representations. If any portion of this contract is deemed to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in force and effect.

Dated this 24th day of March, 2022.


TREASURER:


 Joy Kitzmiller

BEAVERCREEK CITY SCHOOL DISTRICT BOARD OF EDUCATION:

By: 
 Jo Ann Rigano, President

By: 
 Paul Otten, Superintendent

By: 
 Penelope R. Rucker, Treasurer

CERTIFICATE

In the matter of the Contract employing Joy Kitzmiller as Treasurer, effective August 1, 2022:

IT IS HEREBY RESOLVED that the BEAVERCREEK CITY SCHOOL DISTRICT BOARD OF EDUCATION, GREENE COUNTY, OHIO, has sufficient funds to meet the Contract, agreement, obligation, payment or expenditure for the above, and is in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization of levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: 3/24/22

BEAVERCREEK CITY SCHOOL DISTRICT

By Jo Ann Rigano
Jo Ann Rigano, Board President
Beavercreek Board of Education

By Paul M. Otten
Paul M. Otten, Superintendent of Schools
Beavercreek City School District

By Penelope R. Rucker
Penelope R. Rucker, Treasurer
Beavercreek City School District

VII. ANNOUNCEMENTS

- A. April 15, 2022 – No School/All Offices Closed
- B. April 18, 2022 - No School Exchange Day
- C. April 21, 2022 - Beavercreek Board of Education Meeting 6:30 p.m. at the Board/Administration Office

VIII. ADJOURMENT

There being no further business, Mr. Stein moved to adjourn the meeting at 5:24 p.m. Ms. Hunt seconded the motion.

ROLL CALL: Chris Stein, aye; Krista Hunt, aye; Dr. Carl Fischer, aye; Gene Taylor, aye; Jo Ann Rigano; aye. Motion carried 5-0

We do hereby certify the above to be correct.

PRESIDENT

TREASURER