

*It was a general consensus among board members to permit Zack Waite to act as President Pro Tempore.*

The Fort Frye Board of Education met on Monday, January 5, 2009, at Beverly-Center Elementary School, at 6:00 PM, for the Organizational Meeting. A prayer was led by Zack Waite followed by the reciting of the Pledge of Allegiance to the flag.

### **CALL TO ORDER**

Zack Waite, temporary chairman, called the meeting to order.

### **ROLL CALL**

Roll call was taken by Larry D. James, Treasurer, with the following members answering to roll call: Tammy Bates, David Vandenberg, Zack Waite, David White, and Kevin Worthington.

### **2009-1 ACCEPT CHANGES/ADDITIONS**

David Vandenberg moved to adopt the meeting agenda without any changes or additions. Kevin Worthington seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes, and Kevin Worthington-yes. Zack Waite declared the motion carried.

### **NOMINATIONS FOR PRESIDENT OF BOARD OF EDUCATION**

Nominations for president of the Fort Frye Board of Education (no seconds required) are as follows:

1. Zack Waite – nominated by David Vandenberg
2. David Vandenberg – nominated by David White

### **2009-2 NOMINATIONS CLOSED FOR PRESIDENT OF BOARD**

David White moved to close the nominations for President of the Board. Tammy Bates seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes, and Kevin Worthington-yes. Zack Waite declared the motion carried.

### **VOTE FOR PRESIDENT**

Upon roll call, votes for President of the Fort Frye Board of Education for the following:

Zack Waite                    - Tammy Bates, David Vandenberg, Zack Waite, and  
   Kevin Worthington

David Vandenberg - David White

Zack Waite will be President of the Fort Frye Board of Education for the calendar year of 2009.

### **NOMINATIONS FOR VICE-PRESIDENT OF BOARD OF EDUCATION**

Kevin Worthington nominated David Vandenberg for Vice-President of the Fort Frye Board of Education (no seconds required).

### **2009-3 NOMINATIONS CLOSED FOR VICE-PRESIDENT OF BOARD**

Kevin Worthington moved to close the nominations for Vice-President of the Board. Tammy Bates seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes, and Kevin Worthington-yes. The president declared the motion carried.

### **VOTE FOR VICE-PRESIDENT**

Upon roll call, the following voted for David Vandenberg to be Vice-President of the Fort Frye Board of Education: Tammy Bates, David Vandenberg-abstain, Zack Waite, David White, and Kevin Worthington.

David Vandenberg will be Vice-President of the Fort Frye Board of Education for the calendar year 2009.

### **2009-4 ADMINISTRATIVE & FINANCIAL AGENDA**

David White moved to approve the following items on the administrative and financial agenda:

1. **ESTABLISH DAY, TIME, AND PLACE FOR REGULAR BOARD MEETINGS**  
To establish Fort Frye Board of Education's regular meetings be held on the 4<sup>th</sup> Tuesday of the month, 6:30 PM, at Beverly-Center Elementary School.
2. **OFFICIAL NEWSPAPER**  
To designate *The Marietta Times* as the official newspaper of record for the Fort Frye Board of Education for the 2009 calendar year.
3. **SERVICE FUND**  
To establish a Service Fund in the amount of \$3,500.00 with the account code of 001-2310-430 for the 2009 calendar year.
4. **PRESIDENT TO APPOINT COMMITTEES**  
To authorize the president to appoint the following committees as outlined in Board Policy BCE for the 2009 calendar year:

Finance/Audit Committee	- David Vandenberg and Tammy Bates
Buildings & Grounds Committee	- Kevin Worthington and Zack Waite
Policy Committee	- David White and David Vandenberg
5. **OSBA LIAISONS**  
To appoint the following to serve as OSBA liaisons for the 2009 calendar year:

Legislative Liaison	- David White
Student Achievement Liaison	- Tammy Bates
6. **PAYMENT OF BILLS**  
To authorize the Treasurer to issue payment for all bills, provided there has been a purchase order properly processed and the monies are available or in the process of collection.
7. **PROFESSIONAL MEETINGS – ADMINISTRATORS**  
To authorize district administrators to be active members in professional education organizations with membership and meeting expenses paid. The board shall reimburse all other actual travel and meeting expenses necessary in the performance of the official duties of their position; subject to such limitations as provided by law and/or board policy.
8. **ADVANCE TAX DRAWS**  
To authorize the Board President and Treasurer to request tax advance draws from Morgan and Washington County Auditors during the 2009 calendar year to the limit outlined by and in accordance with O.R.C. 133.30.

#### **2009-4 ADMINISTRATIVE & FINANCIAL AGENDA (continued)**

9. **AUTHORIZE BORROWING FUNDS**  
To authorize the Board President and Treasurer to borrow sufficient funds, if needed, for cash flow reasons during the 2009 calendar year.
10. **REQUESTS FOR FEDERAL, STATE, AND OTHER GRANTS**  
To appoint the Superintendent of Schools, or his designee, to write programs requesting monies for grants of federal, state, and/or private sources for the Fort Frye Local School District for the 2009 calendar year.
11. **APPOINT PURCHASING AGENTS**  
To appoint the Superintendent and Treasurer to act as purchasing agents for the district for the 2009 calendar year.
12. **CONSENT AGENDA**  
To approve the continuance of the *Consent Agenda* format for calendar year 2009.
13. **APPROVE SUPERINTENDENT APPOINTMENT OF EMPLOYEES**  
To allow the Superintendent to appoint new temporary employees to positions in the district and bring the motion to the board at the next official board meeting.

Tammy Bates seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

#### **2009-5 EXECUTIVE SESSION**

David White moved to adjourn to executive session at 6:24 PM to discuss personnel relating to employment. David Vandenberg seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

Returned to regular meeting at 7:27 PM.

#### **2009-6 SUPERINTENDENT CONTRACT – MATTHEW J. DILL**

David White moved to approve the following:

***SUPERINTENDENT'S CONTRACT  
Fort Frye Local School District  
Washington County, Ohio***

**Matthew J. Dill**

*This employment contract is entered into this 5th day of January, 2009, by and between the Board of Education of the Fort Frye Local School District, hereinafter called the Board, and Matthew J. Dill, hereinafter called the Superintendent. The Board and the Superintendent, for the consideration herein specified, agree as follows:*

1. **Terms of Contract:** *The Board, in accordance with its action as found in the minutes of its meeting held on the 5<sup>th</sup> day of January, 2009, hereby employs the Superintendent of Schools, for a continued appointment commencing on 20<sup>th</sup> of January, 2009 and ending on the last day of July, 2011.*

**2009-6 SUPERINTENDENT CONTRACT – MATTHEW J. DILL (continued)**

2. Professional Certification: *The Superintendent shall furnish the Board evidence of his valid and appropriate certificate to act as Superintendent of Schools of this district in accordance with the laws of the State of Ohio.*

3. Duties of the Superintendent:

*Superintendent shall be the Chief Executive Officer of the school system and shall have, under the direction of the Board, general supervision and management of all of the public schools and all the personnel in various personnel departments of the school system with the exception of the Treasurers' office. Superintendent shall perform those duties set forth in, and be subject to, the written policy of the Board, reserving however, those legal powers specifically vested in the superintendent by law in accordance with Section 3319.01 of the Ohio Revised Code. The Superintendent shall uphold the Constitution of the United States, the Constitution of the State of Ohio and all laws in effect and hereinafter enacted. The Superintendent shall direct and assign teachers and other employees of the schools under his/her supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and non-instructional, as to best serve the School District, shall select all personnel for initial employment and make recommendations with respect to the re-employment, non re-employment, layoff, and termination of existing employees, shall serve as the primary spokesperson for the District in authority to receive and respond to complaints regarding District staff or operations, shall from time to time suggest regulations, rules and procedures deemed necessary for the well being of the school district and, in general, perform all duties incidental to the office of superintendent and such other duties as may be determined by the Board from time to time. In performing these duties on behalf of the Board, the Superintendent shall have the authority to consult with legal counsel or other professional advisors as may be reasonably necessary, subject to any limitations imposed by the Board.*

*It is expressly understood and agreed that the performance of the duties of Superintendent may require the Superintendent to work outside normal business hours and at non-school locations. The Superintendent shall have the right to attend all school board meetings and all school board and citizen committee meetings, serve as an ex-officio member of all school board committees, and provide administrative recommendations on each item of business considered by each of these groups. The Superintendent, in his discretion, and to the extent permitted by law, may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon the Superintendent. The delegation of any power or duty shall not, however, relieve the Superintendent of responsibility for the action taken under such delegation.*

4. Compensation:

- a. *Salary - The Board shall establish a base salary of \$89,500.00 for the first year of the contract period with increases to be negotiated each of the remaining years.*
- b. *Moving Expenses – The Board shall reimburse the Superintendent for the cost of moving into or within the District, up to a maximum of \$3,500, within twelve (12) months of the commencement of this contract. The reimbursement shall not exceed the actual cost of these expenses.*

**2009-6 SUPERINTENDENT CONTRACT – MATTHEW J. DILL (continued)**

- c. The Board shall pay the employee's share of STRS contributions as required by law. In addition the Board shall "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution to the State Teachers Retirement System on behalf of the Superintendent, plus all retirement contributions on this picked-up amount. Full Board-paid Medicare Tax.*
- d. Compensation: The Superintendent shall receive the following benefits; sick leave, personal leave, other leave, insurance and deferred compensation plans in accordance with the laws and/or Board policies.*
- e. Insurance: The Superintendent shall pay 10% of the cost of medical (health and prescription drug) insurance premiums. A Section 125 tax reduction for the employee's portion of the premium shall apply. The Board shall provide dental insurance and \$25,000 of life insurance at no cost to the employee.*
- 5. Holidays: The Superintendent shall be entitled to 11 paid holidays. These holidays are: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day.*
- 6. Vacation: The Superintendent shall be entitled to twenty (20) days of vacation with pay each year the contract is in effect. Vacation days shall be scheduled to minimize disruption of school district operations and at times acceptable to the Board.*
- 7. Severance Pay: Upon separation from employment in the district, the Superintendent shall be entitled to full pay at his current per diem rate for one-half of his accumulated and unused sick leave in the district as of the day of separation from employment due to retirement or death; not to exceed 75 days.*
- 8. Professional Growth: The Superintendent may attend appropriate professional meetings at the local, state and national level; the actual and necessary expenses of said attendance to be paid by the Board. The parties understand that the Superintendent shall provide the Board with a written or verbal report of these meetings. The board shall underwrite the cost of tuition and textbooks up to \$700 annually for additional graduate work.*
- 9. Professional Dues/Memberships: The Board shall underwrite the Superintendent's annual membership dues assessed by the Buckeye Association of School Administrators and the American Association of School Administrators. The annual total of such shall not exceed the actual cost of these dues.*
- 10. Service Organization Memberships: The Board shall underwrite the Superintendent's annual membership dues assessed by the Local, State and Federal professional service organizations. The annual total of such shall not exceed the actual cost of these dues.*
- 11. Business Expenses: The Board shall reimburse the Superintendent for all actual and necessary expenses required in the performance of his official duties during the employment under this contract subject to such limitations as provided by law and by Board policy and upon presentation of receipts.*

**2009-6 SUPERINTENDENT CONTRACT – MATTHEW J. DILL (continued)**

12. Transportation Expenses: *In light of the unique nature of the professional duties of the Superintendent, which requires attendance at many meetings and functions, the Board shall assume the cost of such transportation by: Mileage reimbursement to the Superintendent for the use of his personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the district rate, upon statements signed by the Superintendent and submitted to the Treasurer.*
13. Indemnification: *The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment (excluding criminal litigation), except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.*
14. Evaluation: *The Board shall evaluate the Superintendent by conducting no less than one executive session at either a regular or special meeting of the Board prior to the first of March for the express purpose of discussing his performance and compensation as the Board's Executive Officer. Additional sessions may be held at the request of either party. The evaluations shall be conducted according to the applicable law.*
15. Termination: *This employment contract may be terminated by:*  
*a. Mutual agreement of both parties.*  
*b. Retirement, disability, or death of the Superintendent; or*  
*c. For good and just cause as set forth and in accordance with Section 3319.16 of the Ohio Revised Code and applicable laws.*

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*William Z. Waite, President  
Fort Frye Local Board of Education*

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*Date*

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*Larry D. James, Treasurer  
Fort Frye Local School District*

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*Date*

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*Matthew J. Dill, Superintendent  
Fort Frye Local School District*

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*Date*

David Vandenberg seconded the motion.  
Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

**2009-7 RESIGNATION – DORA JEAN BUMGARNER**

David Vandenberg moved to accept the resignation of Dora Jean Bumgarner, Interim Superintendent, effective January 19, 2009. Kevin Worthington seconded the motion.  
Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

**2009-8 EMPLOY DORA JEAN BUMGARNER AS CONSULTANT**

Kevin Worthington moved to employ Dora Jean Bumgarner as Consultant to the newly-employed Superintendent, as needed, up to 5 days and paid at her current daily rate of \$345.00. David Vandenberg seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

**2009-9 MOTION TO ADJOURN**

David Vandenberg moved that the Fort Frye Board of Education organizational meeting be adjourned. Tammy Bates seconded the motion.

Roll call: Tammy Bates-yes; David Vandenberg-no; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. The president declared the motion carried.

Meeting adjourned at 7:27 PM.

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Larry D. James, Treasurer

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Zack Waite, President