

**CLEARVIEW BOARD OF EDUCATION
SPECIAL BOARD MEETING
DECEMBER 7, 2017
8:00 A.M.**

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Kokinda _____ Koziura _____ Post _____ Sutton _____ Adkins _____

IV. APPROVAL OF AGENDA

A. RESOLUTION 2017 - 212

That the Board approve the December 7, 2017 Special Board Meeting Agenda, as presented.

Moved _____ Seconded _____

Kokinda _____ Koziura _____ Post _____ Sutton _____ Adkins _____

Passed _____ Defeated _____

**V. RECOGNITION OF VISITORS AND HEARING OF THE PUBLIC ON AGENDA
ITEMS ONLY**

VI. NEW BUSINESS

A. RESOLUTION 2017 – 213

That the Board approve Mary Ann Nowak, as interim treasurer of the Clearview Local School District beginning December 8, 2017 and ending January 31, 2018 at a rate of \$75/hour for up to 15 hours per week. **EXHIBIT**

Moved _____ Seconded _____

Kokinda _____ Koziura _____ Post _____ Sutton _____ Adkins _____

Passed _____ Defeated _____

V. RECOGNITION OF VISITORS AND HEARING OF THE PUBLIC ON NON-AGENDA ITEMS ONLY

VI. ADJOURNMENT

A. RESOLUTION 2017 - 214

That the Board adjourn from the Special Board Meeting of December 7, 2017.

Moved _____ Seconded _____

Kokinda _____ Koziura _____ Post _____ Sutton _____ Adkins _____

Passed _____ Defeated _____

CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

INTERIM TREASURER'S CONTRACT FOR "AS NEEDED" SERVICES

This Contract of Employment is entered into by and between the Clearview Local School District Board of Education, Lorain County, Ohio ("Board of Education") and Mary Ann Nowak (hereinafter designated as "Interim Treasurer" or "Mary Ann Nowak." Pursuant to a motion duly adopted and in accordance with the provisions of Ohio Revised Code Section ("R.C") 3313.22, the Board of Education hereby employs Mary Ann Nowak as Interim Treasurer on an as-needed basis effective December 8, 2017.

A. Compensation and Days/Hours of Work

1. The Board of Education, in consideration of the services rendered by the Interim Treasurer, hereby agrees to pay said Interim Treasurer at the rate of Seventy-Five Dollars (\$75.00) per hour worked.
2. The Interim Treasurer shall work a maximum of fifteen (15) hours per week for such hours as are mutually agreed upon unless additional time is authorized by the Board President or his/her Designee (which shall be the Superintendent). It is recognized that Mary Ann Nowak may be required to work during times other than regular business hours.

B. SERS Contributions/Pick-Up, Health Insurance Benefits, and Other Employment Benefits

1. The Board of Education shall pay the employer's and employee's share of School Employees Retirement System (SERS) contributions (retirement pick-up) and Medicare.
2. The Interim Treasurer represents that he/she qualifies for health insurance coverage through a State retirement system and therefore agrees to waive any and all rights to Board of Education-provided health insurance coverage as a condition of employment.
3. The Interim Treasurer shall not be entitled to personal leave, sick leave, vacation days, paid holidays, or any other employment benefits, and waives any statutory right to same as a condition of employment. The Interim Treasurer, however, does not waive his/her right to Workers' Compensation.

C. Duties and Responsibilities

1. The Interim Treasurer agrees to enter into this contract of employment on an "as needed" basis, and pledges to diligently and faithfully perform his/her duties as Interim Treasurer in accordance with R.C. § 3313.22, and the rules, policies, and Job Description adopted by the Board of Education for the position of Treasurer.

The Job Description shall be deemed a part of this Contract and may be amended during the term of this Contract by the Board of Education.

2. The Interim Treasurer shall maintain a license to serve as a School District Treasurer in the State of Ohio.
3. The Interim Treasurer shall obtain a bond in accordance with R.C. § 3313.25 to be paid for by the Board of Education. She covenants to comply with the terms and conditions for maintenance of that bond and not to perform the duties of his/her office in such a fashion as to cause the bond to be forfeited.

D. Term of Contract

1. It is mutually agreed and understood that notwithstanding R.C. § 3313.22, this temporary position and Contract will automatically terminate effective at the close of business on January 31, 2018, or sooner if the Board of Education determines that the services of Mary Ann Nowak are no longer needed.
2. The Parties, however, may extend Mary Ann Nowak service as Interim Treasurer beyond the date of January 31, 2018, upon the terms set forth herein, upon mutual agreement.

E. Indemnification

1. The Board of Education agrees that it shall defend, hold harmless and indemnify the Interim Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Treasurer in his/her individual or official capacity as agent and employee of the Board, provided that the incident which gives rise to the litigation occurred while the Interim Treasurer was acting in good faith and not manifestly outside the scope of his/her employment and provided that such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio.
2. In no case will individual Board of Education members be considered personally liable for indemnifying the Interim Treasurer against such demands, claims, suits, actions and legal proceedings. If, in the good faith opinion of the Interim Treasurer, a conflict exists as regards to the defense of such claims between the legal position of the Interim Treasurer and the legal position of the Board, the Interim Treasurer may engage counsel, in which event the Board shall indemnify the Interim Treasurer for the costs of legal defense in a manner consistent with and permitted by the laws of the State of Ohio. In any event, the Board shall not be required to pay any costs of legal proceedings where the Board and the Interim Treasurer have adverse interests in such proceedings. It is expressly recognized between the Parties to this agreement that this duty of the Board to defend, hold harmless and indemnify the Interim Treasurer also applies to any and all demands, claims, suits, actions and the administrative or legal proceedings

threatened or commenced by or on behalf of the State or other political subdivision of the State.

F. Waiver of Rights

Mary Ann Nowak fully waives any and all rights or expectancy to future employment in this temporary position and agrees that no notice of non-renewal or compliance with R.C. § 3313.22, including the evaluation procedures, will be required by the Board and expressly acknowledges that this and the above-referenced provisions supersede and replace any rights that he/she might otherwise be entitled to pursuant to R.C. § 3313.22, and that it may differ from the rights of other administrators in the District.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates set forth below.

**CLEARVIEW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Heidi Adkins, Board President

Date

Mary Ann Nowak

Signature

Date