

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

Retire rehire hearing 5:30 (Sharon Allen & Nancy Spitzer)

The Southeastern Local Board of Education met in regular session on December 15, 2015 at 6:00 pm in the Board Conference Room.

Members Present:

Shawn Jackson
David Shea, Superintendent
Tammy Stoops
Brad McKee, Treasurer
Tony Entler
Kim Owens
Luke Russell

Visitors Present:

Anjali & Jennifer – AVI
Greg Flax

Superintendent Discussion Items

Board Policies – First Read

1630.01	FMLA LEAVE
3430.01	FMLA LEAVE
4430.01	FMLA LEAVE
8500	FOOD SERVICES
9211	DISTRICT SUPPORT ORGANIZATIONS

Approval of Minutes

Kim Owens moved and Tammy Stoops seconded that the minutes of the November 17, 2015 Regular Meeting be approved.

Ayes: Owens, Stoops, Russell, Jackson, Enter

Nays: None

Abstain: None

Motion Carried: 5-0-0

Superintendent's Report

Approved Substitute Certificated Staff

Luke Russell moved and Kim Owens seconded that the Board of Education approve the following substitute certificated staff for the 2015-2016 School Year pending approval of all the appropriate paperwork and Clark County ESC Board:

Allen, Sharon
Dennis, Ashley
Grom, Cori
Henry, Jordan
Jennings, Julie
Light, Dianne

Maine, Warren (Tad)
Severt, Maria
Stokes, Richard
Taylor Susan
White, Nancy

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

Ayes: Russell, Owens, Jackson, Entler

Nays: None

Abstain: Stoops

Motion Carried: 4-0-1

Approved Substitute Classified Staff

Tony Entler moved and Shawn Jackson seconded that the Board of Education approve the following as substitutes for classified staff for the 2015-2016 School Year, pending completion and receipt of clear background checks:

Daugherty, Kyle – Bus driver, bus aide, custodian

Spitzer, Nancy – Bus Driver, bus aide

Ayes: Entler, Jackson, Russell, Stoops, Owens

Nays: None

Abstain: None

Motion Carried: 5-0-0

Approved Liability and Key/Fob Request in Accordance with the Board Guideline #7741

Shawn Jackson moved and Tammy Stoops seconded the Board of Education approve the following:

Whereas, in accordance with Board Guideline 7741, the Board approves the following individual/s for the stated activity, and;

Now therefore be it resolved that the approved individuals shall be issued school district liability and keys if necessary for specific dates of the planned activity.

<u>Name</u>	<u>Purpose</u>	<u>Specific Dates</u>
Chris Kitchen	JV Baseball	11/24/15-6/1/16

Ayes: Jackson, Stoops, Russell, Owens, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

Adopted Board Policies

Tony Entler moved and Kim Owens seconded that the Board of Education adopt the following Board policies as presented for first read 11/17/15:

1130	CONFLICT OF INTEREST
3113	CONFLICT OF INTEREST
4113	CONFLICT OF INTEREST
7510	USE OF DISTRICT PREMISES
8420	EMERGENCY SITUATIONS AT SCHOOLS
8452	AUTOMATED EXTERNAL DEFIBRILLATORS (AED)

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

Ayes: Entler, Owens, Stoops, Russell, Jackson
Nays: None
Abstain: None

Motion Carried: 5-0-0

Approved Date for Reorganization & Regular Meeting

Shawn Jackson moved and Luke Russell seconded that the Board of Education approve January 5, 2016 at 6:00 pm as the date and time for the January reorganization & regular meeting.

Ayes: Jackson, Russell, Stoops, Owens, Entler
Nays: None
Abstain: None

Motion Carried: 5-0-0

Appointed President Pro-Tempe

Kim Owens moved and Shawn Jackson seconded that the Board of Education appoint Tony Entler as President Pro-Tempe for the January Reorganization Meeting.

Ayes: Owens, Jackson, Stoops, Russell, Enter
Nays: None
Abstain: None

Motion Carried: 5-0-0

Treasurer's Report

Approved Financial Reports

Shawn Jackson moved and Luke Russell seconded that the Board of Education approve the financial report and payment of bills as presented.

Ayes: Jackson, Russell, Stoops, Owens, Entler
Nays: None
Abstain: None

Motion Carried: 5-0-0

Adopted Amended Appropriations

Kim Owens moved and Tammy Stoops seconded that the Board of Education adopt the amended appropriations as presented.

Ayes: Owens, Stoops, Russell, Jackson, Entler
Nays: None
Abstain: None

Motion Carried: 5-0-0

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

Approved Activity Budgets

Tammy Stoops moved and Shawn Jackson seconded that the Board of Education approve the 2015-16 Activity Budgets as presented.

Ayes: Stoops, Jackson, Owens, Russell, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

Approved Proposed Classified Sub Rates

Kim Owens moved and Luke Russell seconded that the Board of Education approve the following classified substitute per hour rates effective 1/1/2016:

Bus Driver	Custodian	Aide	Secretary	Cook
\$12.42	\$9.20	\$8.50	\$9.20	\$8.50

Ayes: Owens, Russell, Stoops, Jackson, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

Approved Annual Membership Dues

Shawn Jackson moved and Kim Owens seconded that the Board of Education approve the annual membership dues for Ohio School Boards Association January-December 2016 and Briefcase and School Management News subscriptions. Total of \$3,511.00.

Ayes: Jackson, Owens, Russell, Stoops, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

Approved 2015-2016 General Fund Expenditure

Shawn Jackson moved and Tammy Stoops seconded that the Board of Education approve the following General Fund expenditure from the EPC Bid:

Cardinal Bus Sales - 1 bus @ \$77,000.00

Ayes: Jackson, Stoops, Russell, Owens, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

Adopted Resolution – Renewal Tax Levy

Luke Russell moved and Shawn Jackson seconded that the Board of Education adopt the following resolution:

SOUTHEASTERN LOCAL SCHOOL DISTRICT

RESOLUTION DETERMINING TO PROCEED
WITH SUBMISSION OF A RENEWAL TAX LEVY

WHEREAS, this board of education at its meeting on November 17, 2015, by resolution duly adopted, determined the necessity of levying a renewal tax in excess of the ten-mill limitation for the benefit of this school district for the purpose of providing for the current operating expenses of this school district in order to avoid an operating deficit, in the amount of \$490,000 per year for a five (5) year period, and provided that the question of levying said renewal tax shall be submitted to the electors of said school district at an election to be held on March 15, 2016; and

WHEREAS, the county auditor has certified to this board of education that the total current tax valuation of this school district is \$121,996,843 and that the estimated average annual levy (assuming that the amount of the tax list of this school district remains throughout the life of the levy the same as the amount of the tax list for the current year) required to produce said annual amount is four and two one-hundredths (4.02) mills for each one dollar (\$1.00) of valuation, which amounts to forty and two-tenths cents (\$0.402) for each one hundred dollars (\$100.00) of valuation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Southeastern Local School District, Counties of Clark and Greene, Ohio:

SECTION 1. That it is hereby determined to proceed with the submission to the electors of the question of levying the renewal tax described in the preambles hereto at the election to be held on March 15, 2016, under authority of Section 5705.194 of the Ohio Revised Code.

SECTION 2. That the treasurer of this board of education be and is hereby directed to certify the following to the board of elections: (a) the resolution of this board of education determining the necessity of said renewal tax and said election; (b) this resolution; (c) the total current tax valuation of this school district and the amount of the average tax levy, expressed in dollars and cents for each one hundred dollars (\$100.00) of valuation as well as in mills for each one dollar (\$1.00) of valuation, as calculated and certified by the county auditor; and (d) the number of years said levy is to run and to notify said board of elections to cause notice of such election to be given as required by law.

SECTION 3. That the form of ballot, upon which the question of levying said renewal tax shall be submitted to the electors, shall be substantially as follows:

PROPOSED TAX LEVY

SOUTHEASTERN LOCAL SCHOOL DISTRICT

A majority affirmative vote is
necessary for passage.

Shall a levy renewing an existing levy be imposed by the
Southeastern Local School District, Counties of Clark and Greene,
Ohio, for the purpose of AVOIDING AN OPERATING DEFICIT, in

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

the sum of \$490,000 per year, and a levy of taxes to be made outside of the ten-mill limitation estimated by the county auditor to average four and two one-hundredths (4.02) mills for each one dollar of valuation, which amounts to forty and two-tenths cents (\$.402) for each one hundred dollars of valuation, for a period of five (5) years, commencing in 2017, first due in calendar year 2018.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

SECTION 4. That it is found and determined that all formal actions of this board of education concerning and relating to the adoption of this resolution were adopted in an open meeting of this board of education; and that all deliberations of this board of education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Ayes: Russell, Jackson, Stoops, Owens, Entler

Nays: None

Abstain: None

Motion Carried: 5-0-0

Approved Agreement with Greenon and ESC

Shawn Jackson moved and Tony Entler seconded that the Board of Education approve the following agreement with Greenon Local School District, Southeastern Local School District and the Clark County Educational Service Center:

This Agreement is entered into by and between the Board of Education of the Greenon Local School District, Clark County, Ohio (“Greenon”), the Southeastern Local School District, Clark County, Ohio (“Southeastern”) and the Board of Education of the Clark County Educational Service Center, Clark County, Ohio (“ESC”) on this 15 day of December, 2015, (“Effective Date”) to confirm their understandings and agreement with respect to the sharing of services of Maintenance & Grounds Supervisor and Maintenance Assistant for the 2015-16 school year, such sharing of services being intended to reduce each party’s operational costs.

The parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, “2015-2016 school year” means the 8-month period starting on November 1, 2015 and ending on June 30, 2016, and “days” means calendar days unless otherwise specified.
2. **Nature of Services to Southeastern and ESC.** For the duration of the 2015-2016 school year (subject to the early termination provision appearing in Paragraph 4 below), Greenon’s Maintenance & Grounds Supervisor (currently acknowledged to be John McCarty (“McCarty”)) and Greenon’s Maintenance Assistant (currently acknowledged to be David Rust (“Rust”)), who are both employed by Greenon under applicable provisions of the Ohio Revised Code as employees, will also provide building and maintenance services, respectively, to Southeastern and ESC and its programs. Such services to Southeastern and ESC programs will be implemented in accordance with the following terms:

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

- A. It is mutually recognized that the salary and all fringe benefits (including but not limited to workers' compensation, School Employees Retirement System, and unemployment) of Greenon's Maintenance & Grounds Supervisor and Greenon's Maintenance Assistant will continue to be established and provided by Greenon in accordance with its policies, and that Greenon will continue to employ its Maintenance & Grounds Supervisor and its Maintenance Assistant under applicable provisions of the Ohio Revised Code Section. Should either McCarty's or Rust's employment with Greenon for any reason be severed during the term of this Agreement, it is further recognized that the provisions of this Agreement will be applied to McCarty's or Rust's successor(s), respectively.
 - B. Greenon's Maintenance & Grounds Supervisor and Greenon's Maintenance Assistant will provide on-site and other building and maintenance services to Southeastern and ESC based upon the scheduling which will be mutually agreed upon by the Superintendents of Greenon, Southeastern and the ESC.
 - C. The duties of Greenon's Maintenance & Grounds Supervisor and Greenon's Maintenance Assistant in providing such services to Southeastern and the ESC shall also be mutually agreed upon by the Greenon Superintendent, the Southeastern Superintendent and the ESC Superintendent. It is expressly understood and agreed that the duties as agreed to will be performed, in full, during the term of this Agreement and under the direction of the Greenon Superintendent.
 - D. Greenon assures Southeastern and the ESC that the Maintenance & Grounds Supervisor and Maintenance Assistant will be appropriately credentialed, licensed and qualified to perform such services during the term of this Agreement.
3. **Payment for Services.** In consideration of Greenon's provision of Maintenance & Grounds Supervisor and Maintenance Assistant services to Southeastern and the ESC under Paragraph 2 above:
- A. Southeastern and the ESC each respectively agree to pay Greenon an hourly rate of sixty-eight dollars and seventy-eight cents (\$68.78) per hour for all work performed by the Maintenance & Grounds Supervisor as documented.
 - B. Southeastern and the ESC each respectively agree to pay Greenon an hourly rate of thirty-two dollars and fifty-two cents (\$32.52) per hour for work performed by the Maintenance Assistant as documented.
 - C. All payments by Southeastern and the ESC to Greenon shall be made no later than June 30, 2016, or if performance of all duties is complete under the terms as stated in this Agreement before June 30, 2016, Greenon may invoice Southeastern and the ESC for the amount due and Southeastern and the ESC will remit payment of amount due upon receipt of invoice.
 - D. Southeastern and the ESC will each respectively be responsible for reimbursing Greenon the exact amount of all mileage recorded by the Maintenance & Grounds Supervisor and Maintenance Assistant in the provision of services under this Agreement and as paid by Greenon accordingly. All reimbursements shall be made by Southeastern and the ESC to Greenon no later than June 30, 2016, unless invoiced by Greenon prior to June 30, 2016, in which case reimbursements shall be made upon receipt upon invoice.
 - E. Southeastern and the ESC will each respectively be responsible for reimbursing Greenon for the exact dollar value of all materials, supplies and equipment needed and/or otherwise consumed in the performance of duties assigned under this Agreement. All reimbursements shall be made by Southeastern and the ESC to Greenon no later than June 30, 2016, unless invoiced by Greenon prior to June 30, 2016, in which case reimbursements shall be made upon receipt upon invoice.
4. **Early Termination.** Notwithstanding Paragraph 2 above, either party may elect to terminate this Agreement effective at the close of business on the thirtieth day of any month during the Term of this Agreement by giving written notice of such termination to the other party not later than thirty (30) days prior to the intended date of termination. In such event, this Agreement will terminate as of the close of

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

business on the thirtieth day of the month following which prior notice was given, and neither party shall thereafter have any further obligation to the other except for the making of any payment(s) that become due under Paragraph 3 above. If at any time during this Agreement, any of Greenon's staff as referenced herein loses required credentials to perform the services stated in this Agreement, then this Agreement will terminate immediately, with no notice required.

5. **Form of Written Notice**. Any written notice by any party under this Agreement may be made by email, hand-delivery, or certified U.S. mail. Notice by Greenon will be furnished to Southeastern's Superintendent and ESC's Superintendent. Notice by Southeastern will be furnished to Greenon's Superintendent and ESC's Superintendent. Notice by the ESC will be furnished to Greenon's Superintendent and Southeastern's Superintendent.

6. **Contract Execution Authority**. Greenon represents to Southeastern and the ESC that Greenon's Superintendent has been authorized to execute this Agreement on behalf of Greenon by a resolution adopted by the Greenon Local School District Board of Education on November 19, 2015. Similarly, Southeastern and the ESC represents to Greenon that Southeastern's Superintendent and the ESC's Superintendent have each been authorized to execute this Agreement on behalf of Southeastern and the ESC, respectively, by a resolution adopted by the Southeastern Local School District Board of Education on November 17, 2015 and the Clark County Educational Service Center Board of Education on November 17, 2015.

7. **Nondiscrimination**. Consistent with and as required by law, in performing obligations under this Agreement the parties will not discriminate against any person by reason of race, color, national origin, ancestry, religion, sex, age, disability, or military status.

8. **Contract Termination**. This Agreement will automatically expire at the close of business on June 30, 2016, and no party shall be required to take any action to bring about said termination, nor shall any party thereafter have any obligation to the other except for the making of any payment(s) that become due under Paragraph 3 above.

9. **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio. This Agreement represents the sole and entire agreement between the parties hereto with respect to the subject matters contained herein.

10. **Entire Agreement**. If any provision of this Agreement is found to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severed and this Agreement will be construed and enforced in the remainder of its entirety as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and all remaining provisions shall have full force and effect.

Ayes: Jackson, Entler, Russell, Stoops, Owens

Nays: None

Abstain: None

Motion Carried: 5-0-0

Items for Discussion Purposes and to be Acted Upon at Discretion of the Board

Southeastern Choir and Band performed at Christmas in South Charleston.

Thank you from Luke Russell for everyone on the board, Dave and Brad for the job they do.

Advertising at athletic events.

Adjournment

At 7:20 pm Luke Russell moved and Tammy Stoops seconded that the Board of Education meeting be adjourned.

Ayes: Russell, Stoops, Owens, Jackson, Entler

Nays: None

SOUTHEASTERN LOCAL BOARD OF EDUCATION

Minutes of Regular Meeting

December 15, 2015

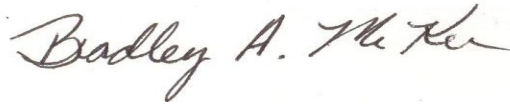
Abstain: None

Motion Carried: 5-0-0

CORRECT

A handwritten signature in cursive script, appearing to be "J. A. ...".

ATTEST

A handwritten signature in cursive script that reads "Bradley A. McKee".