

**MADISON LOCAL BOARD OF EDUCATION
REGULAR MEETING
OCTOBER 6, 2015
6:00 P.M.**

BOE Conference Room

I. CALL TO ORDER -- President, Mrs. Jacqueline Azbill

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL -- Treasurer, Mr. Mike Vaccariello

Larry Armstrong ____, Jacqueline Azbill ____, Jay Fabian ____, Michelle Hayes ____, Kelly Tromba ____

IV. APPROVAL OF AGENDA

Moved by _____, seconded by _____, to adopt the agenda as presented and with such modifications made by the Superintendent.

Armstrong ____, Azbill ____, Fabian ____, Hayes ____, Tromba _____.

Vote: _____

V. BOARD MEMBER REPORTS

VI. PUBLIC PARTICIPATION – AGENDA ITEMS ONLY

This time is available to any member of the public to address the Board. The Board President will recognize speakers, allowing no more than a five-minute time allocation for each.

VII. REPORTS AND RECOMMENDATIONS OF THE TREASURER

A. Moved by _____, seconded by _____, to engage in the following actions as listed below, provided, however, that should any item included within this motion be declared by a court of competent jurisdiction to be void or illegal, all remaining items within this motion shall remain in full force and effect, notwithstanding the status of the voided item.

The Board is accepting the following donations:

- ▶ a generous donation of poplar and oak lumber valued at approximately \$525.00 from Dorothy Curtis to be used by the STEM/Industrial Technology department at Madison High School.

Armstrong ____, Azbill ____, Fabian ____, Hayes ____, Tromba _____.

Vote: _____

B. Moved by _____, seconded by _____, to approve the Five-Year Forecast FY2016-2020, as presented, and found on file in the Treasurer's Office.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____

C. Moved by _____, seconded by _____, to adopt the following resolution:

**RESOLUTION AUTHORIZING NOT TO EXCEED \$255,000
SCHOOL IMPROVEMENT TAX ANTICIPATION NOTES FOR THE PURPOSE
OF ACQUIRING CAPITAL IMPROVEMENTS**

WHEREAS, pursuant to a resolution heretofore duly adopted by the Board of Education (the "Board of Education") of the Madison Local School District, Counties of Lake and Geauga, Ohio (inclusive of the Board of Education, the "Issuer"), an election was held on November 5, 2013, under the provisions of Section 5705.21 of the Ohio Revised Code, upon the question of levying a tax in excess of the ten-mill limitation for the purpose of providing funds for general permanent improvements of said school district at the rate of one (1.00) mill per one dollar (\$1.00) of valuation for a five year of time, at which election a majority of the electors voting on said proposition voted in favor thereof; and

WHEREAS, this Board of Education hereby determines, by virtue of this resolution, that it is necessary and appropriate to acquire and construct roof repairs, school buses, and other capital improvements to or for the benefit of school facilities (collectively, the "Project"); and

WHEREAS, in order to finance the acquisition and construction of the Project, this Board of Education deems it necessary to anticipate a fraction of the proceeds of such tax levy, in accordance with the provisions of Section 5705.21 of the Ohio Revised Code, and issue School Improvement Tax Anticipation Notes, Series 2015 (the "Notes") maturing over a period of three (3) years in anticipation of the levy and collection of said taxes in the principal amount of not to exceed \$255,000, which amount does not exceed one-half of the estimated proceeds of the levy to be collected over the next three (3) years;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Madison Local School District, Counties of Lake and Geauga, Ohio:

SECTION 1. That in order to finance the acquisition and construction of the Project, it is necessary to issue tax anticipation notes of the Board of Education in the principal sum of not to exceed \$255,000, in anticipation of the levy and collection of a tax for the purpose of providing funds for general permanent improvements under authority of the general laws of the State of Ohio, particularly Sections 5705.21 and 133.24 of the Ohio Revised Code. The Notes shall be dated their date of issuance and may be issued as tax-exempt and/or taxable obligations in one or more series. The Notes shall be of the denomination requested by the Original Purchaser (as defined herein) thereof, numbered from R-1 upward, and shall bear interest at a rate not to exceed six per centum (6%) per annum, payable over the next three (3) years in the amounts and on the dates set forth in the Certificate of Award (as defined herein) until the principal sum is paid. The aggregate amount of the Notes does not exceed one-half of the estimated proceeds of the levy to be collected during the next three (3) years.

SECTION 2. That the Notes shall be designated "School Improvement Tax Anticipation Notes, Series 2015" and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of the Uniform Public Securities law and Chapter 5705 of the Ohio Revised Code and this resolution. The Notes shall be in fully registered form and shall be executed by the President and Treasurer of this Board of Education, provided that the execution by one of said officials may be by facsimile. The Notes shall also bear the manual authenticating signature of an authorized representative of the Issuer or the financial institution designated by the Treasurer, which Treasurer (if the paying agent, registrar, and transfer agent is the Issuer) or financial institution shall serve as paying agent, registrar and transfer agent (the "Registrar") for the Notes. The principal amount of each Note shall be payable at the designated office of the Registrar and interest thereon shall be payable on each

interest payment date to the person whose name appears on the record date preceding the interest payment date on the Note registration records as the registered owner thereof, by wire, check, or draft sent to such registered owner's address as it appears on such registration records. The interest payment dates and the corresponding record dates shall be set forth in the Certificate of Award.

The Treasurer of the Board of Education is hereby authorized to execute a certificate of award (the "Certificate of Award"), which shall contain final sale and pricing information relating to the Notes, including without limitation, the Original Purchaser of the Notes, the principal amount, the interest rate or rates, maturity dates, principal and interest payment dates, Registrar information, record dates, applicable redemption dates (if any), the purchase price of the Notes, whether the Notes are tax-exempt or taxable, the number of series of Notes, and other similar information required pursuant to Sections 133.24 and 5705.21 of the Ohio Revised Code, as well as Chapter 133 of the Ohio Revised Code. The Certificate of Award is hereby incorporated into this resolution by reference.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly in writing at the designated office of the Registrar upon presentation and surrender thereof to the Registrar. The Board of Education and the Registrar shall not be required to transfer any Note during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Board of Education and the Registrar may deem and treat the registered holder of the Notes as the absolute owner thereof for all purposes, and neither the Board of Education nor the Registrar shall be affected by any notice to the contrary.

The Notes shall initially be issued in the name of the Original Purchaser of the Notes, but if deemed necessary by the Treasurer, may be registered in "Book-Entry-Only" form through the services of The Depository Trust Company ("DTC"), New York, New York, in accordance with the Blanket Issuer's Letter of Representations between the Issuer and DTC.

If the Notes are registered in Book-Entry-Only form, the Notes shall be initially issued only to a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in notes, and to effect transfers of beneficial interests in notes, and includes and means initially The Depository Trust Company (a limited purpose trust company) ("Depository") for use in a form or system under which the physical note certificates in fully registered form are issued only to a Depository or its nominee as registered owner, with the certificated notes held and "immobilized" in the custody of the Depository, and the book entry system, maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Board of Education, is the record that identifies, and records the transfers of the beneficial interests of the owners of the notes (the "Book Entry System" or "Book Entry Form") and: (a) those notes shall be registered in the name of the Depository or its nominee as registered owner, and immobilized in the custody of the Depository; and (b) those notes shall be transferable or exchangeable in accordance with this resolution, provided that so long as a Book Entry System is used for the notes, the notes may only be transferred to another Depository or to another nominee of a Depository without further action by the Board of Education pursuant to this section. The Board of Education may, and may require the Registrar to transfer the notes from one Depository to another Depository at any time.

Notwithstanding any other provision of this resolution or any Note to the contrary, with the approval of the Board of Education, the Registrar may enter into an agreement with a Depository, or the nominee of a Depository, that is the registered owner of a Note in the custody of that Depository providing for making all payments to that registered owner of principal of and interest and any premium on that Note or any portion of that Note (other than any payment of its entire unpaid principal amount) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Registrar and the Board of Education. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal and premium is due, or, with respect to the payment of interest, as of the applicable interest payment date or other date agreed upon, as the case may be. The Registrar will furnish a copy of each of those agreements, certified to be correct by an officer of the Registrar to the Board of Education. Any payment

of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

If the Notes are registered in Book-Entry-Only form, if any Depository determines not to continue to act as a Depository for the Notes in a Book Entry System, the Board of Education may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository under this resolution. If the Board of Education does not or is unable to do so, the Board of Education and the Registrar, after the Registrar has made provision for notification of the beneficial owners by appropriate notice to the then Depository, shall permit withdrawal of the Notes from the Depository, and authenticate and deliver Note certificates in fully registered form, in denominations of \$5,000 or integral multiples thereof, to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing, and delivering, replacement Notes) of those persons requesting that authentication and delivery, unless Board of Education action or inaction shall have been the cause of the termination of the Book Entry System, in which event such cost and expense shall be borne by the Board of Education.

SECTION 3. That for the payment of the principal and interest on the Notes, the proceeds of said additional tax levy referenced in the preambles hereto shall be and are hereby appropriated each year, to the extent necessary, and such proceeds are hereby pledged to the repayment of principal and interest on the Notes, as provided by the Ohio Revised Code, including Section 5705.21 of the Ohio Revised Code.

SECTION 4. That the President of the Board of Education, the Treasurer of the Board of Education, the Superintendent of the Issuer, and any other officer or fiscal agent of the Issuer (or any lawful designee), individually or collectively, are hereby authorized to execute any documentation deemed necessary by legal counsel to the Issuer in order to provide for the issuance and delivery of the Notes.

SECTION 5. That this Board of Education, to the extent the Notes are tax-exempt obligations, for and on behalf of the Issuer, hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder. The Treasurer or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder. This Board of Education hereby designates the Notes as "qualified tax-exempt obligations" under Section 265(b) of the Code; however, to the extent necessary, should there be any change in the "qualified tax-exempt status" of the Notes prior to the pricing of the Notes, this Board of Education hereby authorizes the Treasurer to make a subsequent determination as to the "qualified tax-exempt status" of the Notes in the Certificate of Award.

SECTION 6. That it is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuance of the Notes in order to make the same legal, valid and binding obligations of the Board of Education, have been done, have happened and have been performed in regular and due form as required by law, and that said issue of Notes and the tax for the payment of their principal and interest as the same fall due and are payable do not exceed any limitations of indebtedness or taxation fixed by law.

SECTION 7. That Stifel Nicolaus & Company, Incorporated is hereby engaged as the placement agent for the Notes, and shall have responsibility for placing the Notes with an appropriate purchaser of the Notes in accordance with the terms of a Placement Agent Agreement currently on file with the Board of Education.

SECTION 8. That the Notes shall be awarded and shall be sold, but not for less than ninety-seven percent (97%) of the par value thereof and accrued interest, to the purchaser set forth in the Certificate of Award (the "Original Purchaser") pursuant to a Certificate of Award which the Treasurer is hereby authorized to sign on behalf of this Board of Education. The Notes shall be sold to the Original Purchaser pursuant to the terms hereof. The proceeds from the sale of Notes, except the premium, if any, and accrued interest, shall be used for the purposes

aforsaid and for no other purpose; the premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on Notes in the manner provided by law.

SECTION 9. That for purposes of complying with Section 1.150-2(e) of the Code, this Board of Education hereby declares that it reasonably expects that proceeds from the Notes will be utilized to provide reimbursement for expenditures relating to the Project. Proceeds of the Notes will be used to finance a maximum principal amount of \$255,000 of the Project, a portion of which total Project cost is reasonably expected to be reimbursed from the proceeds of the Notes.

SECTION 10. That Peck, Shaffer & Williams, a Division of Dinsmore & Shohl LLP is hereby retained as bond counsel in order to prepare the necessary documentation to provide for the issuance and delivery of the Notes authorized by virtue of this resolution.

SECTION 11. That it is found and determined that all formal actions of the Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board of Education; and that all deliberations of the 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.

SECTION 12. That the Treasurer of the Board of Education is hereby directed to forward a certified copy of this resolution to the County Auditor of Lake County, Ohio.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.

Vote: _____

VIII. REPORTS OF THE ADMINISTRATIVE TEAM

Mrs. Smith:

Mr. Bull:

IX. MEMORANDUM OF UNDERSTANDING

Moved by _____, seconded by _____, to adopt the following Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING BETWEEN THE MADISON EDUCATION ASSOCIATION AND THE MADISON BOARD OF EDUCATION

WHEREAS, the Parties agree that each teacher doing a SLO may choose one SLO to be used in their evaluation; and **WHEREAS**, the Parties entered into certain agreements with regard to value added teachers that will allow them the option of writing one SLO for their student growth measure or their final rating for the 2015-16 evaluation cycle will be solely based on the formative observation portion of OTES

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to these matters:

1. The Board will provide a ½ day training during the school day to all value added members who chose to write a SLO as well as to other teachers who have not received such training. Training shall include all parts of the SLO process, including but not limited to; writing assessments and filling out SLO documentation. Training shall occur no later than Oct. 31, 2015.
2. The Board will extend SLO deadlines to November 15, 2015 to allow completion of SLO's.

3. This agreement expires August 15, 2016.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____

X. RECOMMENDATIONS OF THE SUPERINTENDENT

A. Moved by _____, seconded by _____, to engage in the following personnel actions as listed below; provided, however, that should any item included within this motion be declared by a court of competent jurisdiction to be void or illegal, all remaining items within this motion shall remain in full force and effect notwithstanding the status of the voided item.

(1) The Board of Education is accepting the following resignations:

- ▶ to accept the resignation of Karyn Thompson as Latchkey Aide at North Elementary effective, September 21, 2015.

(2) The Board of Education is approving the following unpaid leave request:

- ▶ to approve the unpaid leave request of Kimberly Wasylyk, Middle School Math Teacher for the period of February 22, 2016 through May 26, 2016, pursuant to Article V, §D[1] of the MEA Negotiated Agreement and Board policy 3430.01.

(3) The Board of Education is entering into the following employment contracts:

- ▶ to employ Michelle Libby under a long-term substitute teacher contract from October 8, 2015 through January 15, 2016 to perform the duties of Amber Cvelbar pursuant to ORC §§109.57, 3319.10 and 3319.39. The Board authorizes the Superintendent and the Treasurer to adjust the length of assigned service to reflect any change related to the teacher absence and authorized under Article V, §A of the MEA Negotiated Agreement for which the long-term substitute teaching assignment is made.
- ▶ to employ Kathy Lovas under a long-term substitute teacher contract from November 2, 2015 through February 5, 2016 to perform the duties of Sarah Kuholski pursuant to ORC §§109.57, 3319.10 and 3319.39. The Board authorizes the Superintendent and the Treasurer to adjust the length of assigned service to reflect any change related to the teacher absence and authorized under Article V, §A of the MEA Negotiated Agreement for which the long-term substitute teaching assignment is made.
- ▶ to employ Dawn Clark under a one-year limited contract as a Latchkey Assistant, at the hourly rate of \$8.10 for three hours per scheduled Latchkey days, and other terms of employment for the 2015-2016 school year, effective October 5, 2015 through May 25, 2016, subject to the availability of program funds, pursuant to ORC §3313.208 and Board policy 4120.
- ▶ the following persons, each as casual, day-to-day substitutes and at the Board-approved rate of compensation, effective the 2015-2016 school year, pursuant to ORC §4117.01 (C)(13) and Board policy 4120.04.

Erin Koehler	Tom LaSpina	Janet Sency
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- ▶ to employ Julio Gutierrez under a one-year limited contract as an Educational Assistant-Classroom ESL position for the 2015-2016 contract year, effective September 28, 2015 at a rate of compensation of \$9.30 per hour for 3 ½ hours per day, pursuant to ORC §§109.57 and 3319.081 and Article 7 of the OAPSE Master Contract.
- ▶ the following certificated personnel under a one-year limited supplemental contract for the 2015-2016

contract year for the position and at the rate of compensation listed below, pursuant to ORC §3319.08 and Appendix B of the MEA Negotiated Agreement:

Joe Measel Electronic Media Director 0.16 2 yrs. \$5,868

(4) The Board of Education is approving the following transfers:

- ▶ to transfer Stacy Stoneman from a two and one-half hour per day Food Service – Part-Time Helper position at North Elementary School to a three hour per day Food Service – Cashier position at North Elementary School, effective September 28, 2015.
- ▶ to transfer Dee Vest from a six and one-half hour per day Special Education – E.D. Unit position at South Elementary School to a six and one-half hour per day Special Education – Special Needs Assistant at North Elementary School, effective October 5, 2015.
- ▶ to transfer Connie Niederkorn from a two hour per day Educational Assistant – Playground position at North Elementary School to a six and one-quarter hour per day Special Education – Special Needs Assistant at North Elementary School, effective October 5, 2015.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.

Vote: _____

XI. BOARD POLICY UPDATE

The following proposed policy updates are recommended for review by the Board of Education as a first reading for informational purposes.

1130	Conflict of Interest
1630.01	FMLA Leave
2260.02	Single Gender Classes and Activities
2461	District Meetings Involving Students and/or Parents
3113	Conflict of Interest
3430.01	FMLA Leave
4113	Conflict of Interest
4430.01	FMLA Leave
5517.02	Sexual Violence
7510	Use of District Premises
8420	Emergency Situations at Schools
8452	Automated External Defibrillators (AED)
8500	Food Services
9211	District Support Organizations

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.

Vote: _____

XII. CONSENT CALENDAR

A member of the Board or the Superintendent may request that any item be removed from the consent calendar and voted upon separately.

Moved by _____, seconded by _____, that all of the following items which appear in this portion of the agenda constitute the consent calendar and are hereby adopted by this one single motion; provided,

however, that should any item included within this motion be declared by a court of competent jurisdiction to be void or illegal, all remaining items within this motion shall remain in full force and effect notwithstanding the status of the voided item.

- ▶ to approve an agreement between the Madison Local School District and the Educational Service Center of Cuyahoga County to continue participation in the Title III: Limited English Proficient Consortium for the 2015-2016 school year.
- ▶ to enter into an agreement with the Ohio Schools Council during the 2015-16 school year to: [1] approve the district's membership in the Ohio Schools Council at a cost of \$754.94; [2] participate in its Cooperative Purchasing Program at a cost of \$400.00; [3] participate in its Legal Hotline Program at a cost of \$3,800.00; [4] participate in the School Bus Purchasing Program at a cost of \$325.00; [5] participate in its LEEMC (Lake Erie Educational Media Consortium) at a cost of \$770.75.
- ▶ to enter into an agreement with Galvin Therapy Center to provide an Independent Educational Evaluation for a student per the agreement as found on file in the Board Office.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____

XIII. PUBLIC PARTICIPATION

This time is available to any member of the public to address the Board. The Board President will recognize speakers, allowing no more than a five-minute time allocation for each.

XIV. EXECUTIVE SESSION

Moved by _____, seconded by _____, to enter into executive session for the purpose(s) of _____ as outlined below, pursuant to ORC §121.22.

- [1] the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees or regulated individuals, or the investigation of charges or complaints against a public employee or regulated individual unless such person requests a public hearing;
- [2] to consider the purchase of property, if premature disclosure of information would give an unfair competitive bargaining advantage to a person whose private interest is adverse to the general public interest;
- [3] conferences with an attorney concerning disputes involving pending or imminent court action;
- [4] preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees;
- [5] matters required to be kept confidential by federal law, rules or state statutes; and
- [6] specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for a violation of the law.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____

Reconvened from executive session with a roll call

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____

XV. ADJOURNMENT

Moved by _____, seconded by _____, to adjourn.

Armstrong _____, Azbill _____, Fabian _____, Hayes _____, Tromba _____.
Vote: _____