

**SPECIAL MEETING
OF THE EVERGREEN BOARD OF EDUCATION
JUNE 4, 4:00 P.M.**

President Nora Kiefer called the meeting to order. Members in attendance were Nora Kiefer, Jason Miller, Zach Murry, Don Smith and Matt Vaculik.

President Nora Kiefer asked if anyone wished to add, delete, or separate any items of the consent agenda as proposed. No changes were made to the agenda.

Matt Vaculik moved, supported by Jason Miller to approve the meeting agenda as presented for the Regular Board meeting on June 4, 2020. **70-20**

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nays: None Motion Carried

PUBLIC PARTICIPATION

None.

PERSONNEL

Zach Murry moved, supported by Don Smith to offer the following supplemental contracts for 2020 – 2021, pending completion of all pupil activity permit requirements: **71-20**

Andrea Hesson	Head Cross Country
Aaron Schmidt	Head Football
Doug DeSloover	Head Boys Golf
Lucas Burkholder	Head Girls Golf
Joshua Radel	Head Girls Soccer
Nichole Thanasiu	Head Volleyball
Jerry Keifer	Head Boys Basketball
Brittaney Cymbolin	Head Girls Basketball
Tim McCarthy	Head Baseball
DJ Schuster	Head Softball

All other pay and benefits will be according to Board adopted policy

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nays: None Motion Carried

OTHER BUSINESS

72-20 This Memorandum of Understanding is entered into this 4th day of June, 2020, by and between the Evergreen Local School District Board of Education (“Board”) and the Evergreen Education Association (“EEA”) [collectively “the Parties”].

WHEREAS, the EEA and the Board entered into a collective bargaining agreement effective July 1, 2018 through June 30, 2021; and

WHEREAS, as a result of the current COVID 19 pandemic, student attendance has been restricted through government order for the 2019-2020 school year; and

WHEREAS, such action has therefore rendered the continuation and/or completion of student extracurricular activities, including athletics, an impossibility; and

WHEREAS, the parties are desirous of resolving any and all issues pertaining to the payment of supplemental contracts for student activity advisors and coaches as set forth in Article XXIX of the collective bargaining agreement for the 2019-2020 and 2020-2021 school years in accordance with this MOU.

It is therefore the agreement of the parties hereto as follows:

1. Supplemental contracts awarded for the 2019-2020 contract year will be paid in full as set forth in Article XXIX of the Negotiated Agreement between the Board and the EEA.
2. If an extracurricular student activity or athletic season is canceled during the 2020-2021 school year as a result of the closure of school during a state or federal emergency or if the student activity or athletic season is shortened or postponed by directive of the Ohio High School Athletic Association (OHSAA) then the supplemental will be paid out on a prorated amount based on the percentage of the school year or season completed at that time. Prorated amounts would include pre-approved and documented time during “off season” conditioning and preparation activities. If an extracurricular student activity or athletic season is canceled as a result of the closure of school during a state or federal emergency or if an athletic season is canceled by directive of the Ohio High School Athletic Association (OHSAA) prior to the start of the season then the supplemental will not be paid.
3. The Parties expressly agree that the terms of this MOU are in response to the unique circumstances presented during the current 2019-2020 contract year arising during the COVID-19 pandemic,

which may also impact operations during the 2020-2021 school year. The Parties agree that this MOU is not intended to create a precedent or form the basis of a past practice between or among the parties. All other provisions of the CBA not expressly addressed herein shall remain in full force and effect.

4. This MOU shall automatically expire on upon final payment of said contract obligations or June 30, 2021, whichever date is later in time.

Don Smith moved, supported by Jason Miller to approve this Memorandum of Understanding with the Evergreen Education Association relating to the payment of supplemental contracts during the 2020-2021 school year.

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nayes: None Motion Carried

WHEREAS, the Evergreen Local School District Board of Education, County of Fulton, Ohio, has authorized the commencement of the bidding process, including the advertisement for bids for “Summer 2020 Projects”; and **73-20**

WHEREAS, bidding for said Projects was commenced, but subsequent to the opening of bids on May 12, 2020, certain procedural flaws under Ohio Revised Code §3313.46 were discovered; and

WHEREAS, subsequent to the Board acting to commence the bidding process, and prior to the opening of bids, Governor DeWine announced significant cuts on May 5, 2020, that directly and immediately reduced funding for Evergreen Local School District. It remains possible that further budget cuts will occur during Fiscal Year 2021; and

WHEREAS, the Evergreen Local School District Board of Education explicitly reserved its right to reject any or all bids in its resolution and advertisement for bids; and

WHEREAS, it has been recommended to the Board that all bids for Summer 2020 Projects be rejected due to the procedural flaws and changed financial circumstances.

NOW, THEREFORE, BE IT RESOLVED, by the Evergreen Local School District Board of Education, after careful consideration and evaluation of the information before it:

- Section 1. The Board of Education hereby accepts the recommendation and rejects all bids. The Treasurer is hereby directed to notify the responsive bidders of the Board of Education’s determination, in writing, by certified mail, and to return all bid bonds to the bidders.

Section 2. That this Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This resolution shall be in full force and effect from and immediately after its adoption.

Zach Murry moved, supported by Matt Vaculik to reject all bids received for bid packages for Summer 2020 Projects Bids.

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nayes: None Motion Carried

74-20 Jason Miller moved, supported by Matt Vaculik to authorize the Treasurer to advertise for bids for the Evergreen Elementary Building re-roofing project.

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nayes: None Motion Carried

75-20 **WHEREAS**, the Board of Education of the Evergreen Local School District (the "Board") is the owner of certain personal property, hereinafter described, which is no longer needed for any school purposes, which exceeds \$10,000 in value, and which the Board has determined to offer the sale of at a public auction pursuant to Ohio law; and

WHEREAS, in light of the ongoing COVID-19 pandemic, and in accordance with Ohio law defining "auction," the Board wishes to conduct said public auction in a manner that allows for social distancing while ensuring the opportunity for competing bids that will generate a winning bid that reflects the available market for the personal property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Evergreen Local School District, that:

SECTION I

It is found and determined that the following described personal property of the Board (the "Property"), which exceeds \$10,000 in value, is no longer needed for any school purpose, more particularly identified as follows:

- White 2015 Chevrolet Silverado K1500 4 wheel drive pick-up truck with 12,000 miles.
- Blue 2002 Chevrolet Silverado K2500 HD 4 wheel drive pick-up truck with 147,500 miles.

SECTION II

The Board offers the Property for sale at public auction in the manner provided by Ohio Revised Code §§ 3313.41 and 4707.01(A), subject to the terms and conditions provided and approved by the Board in this Resolution and the Conditions of Sale attached hereto as Exhibit A. The Property may be sold to the highest bidder(s), after giving at least thirty (30) days notice of the sale by publication in a newspaper of general circulation in the District.

SECTION IV

The Superintendent and Treasurer are authorized and directed to do all things necessary and consistent with this Resolution to accomplish the public auction of the Property.

SECTION V

The sale of the Property shall be upon the following terms and conditions, and such other terms and conditions consistent with this Resolution and in the best interests of this Board and School District as may be determined by the Superintendent and Treasurer.

- A. The sale shall be by public auction to be conducted commencing on a date selected by the Treasurer that is at least 30 days after the date notice of the auction is published in a newspaper of general circulation. The public auction shall be conducted remotely, but will allow for real time competing bids after the submission of initial bids in advance using a form and submission process to be developed and provided by the Treasurer to all interested parties. Said process shall be either included in the published notice of the auction or information regarding how to acquire the form and submission process shall be included in the notice. The Board hereby approves the "Conditions of Sale" document, attached hereto, as additional conditions upon the sale.
- B. The sale of the Property, to the successful bidder therefor, shall not be final until accepted by Resolution of the Board with a written notification of such acceptance to be sent to the successful bidder by the Treasurer. The Board reserves the right to reject any and all bids.
- C. Final payment for the Property, which shall be the difference between the security deposit provided to the Board pursuant to Section V(C) hereof and the amount of the bid, shall be made by cash, certified or cashier's check payable to the Board, at the time of the transfer of title.

IT IS FOUND AND DETERMINED that all formal action of this Board concerning or related to the adoption of this Resolution was adopted in an open

meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Matt Vaculik moved, supported by Jason Miller to authorize the Superintendent and Treasurer to authorize the sale of Evergreen Local Schools District property as described in the above resolution.

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nays: None Motion Carried

ADJOURNMENT

76-20 Matt Vaculik moved, supported by Don Smith to adjourn the March 30, 2020 Regular Board Meeting of the Evergreen Local Board of Education.

Ayes: Murry, Miller, Smith, Vaculik, Kiefer
Nays: None Motion Carried

Nora Kiefer, Board President

Denise K. Leu, Treasurer

**CONDITIONS OF SALE OF CERTAIN PERSONAL PROPERTY
BY THE BOARD OF EDUCATION OF THE
EVERGREEN LOCAL SCHOOL DISTRICT**

June 4, 2020

The Board of Education of the Evergreen Local School District (the "Board") has published notice that certain personal property as further identified below (the "Property") will be offered for sale at public auction on July 15, 2020 at 6:00 pm. The Conditions of the Sale, in accordance with and subject to which all bids shall be made are:

1. The Properties to be offered for sale are identified as:
 - White 2015 Chevrolet Silverado K1500 4-wheel drive pick-up truck with approximately 12,000 miles.
 - Blue 2002 Chevrolet Silverado K2500 HD 4-wheel drive pick-up truck with approximately 147,500 miles.
2. The Property is being sold "as is" and the Board makes no representations whatsoever regarding the Property.
3. The highest bidder must deposit with the Treasurer of the Board, immediately following the conclusion of the bidding, or within two business days thereafter, cash or certified cashier's check to the Board, in the amount of ten percent (10%) of the bid, as a deposit and security that the payment of the purchase price for the Property will be made in accordance with the bid, if the bid is accepted. Should the Board not accept the bid, the deposit shall be returned to the highest bidder. The bid deposit shall be forfeited as agreed upon liquidated damages upon failure of the highest bidder to perform; otherwise, that deposit shall be applied as partial payment of the purchase price for the Property. No interest shall be paid to the purchaser on the bid deposit.
4. All bids shall be unconditional. Immediately upon completion of the bidding, the highest bid shall be reduced to writing on an offer form provided by the Board, and delivered to the Treasurer of the Board. The highest bidder must state on that form the full name of each individual and corporation, partnership, or other association interested in the bid. The Board reserves the right to reject any and all bids and waive any and all informalities. A copy of the offer form is available for inspection by sending an email to Denise Leu, Treasurer at dleu@evgvikings.org

5. The highest bidder may not withdraw such bid for a period of thirty (30) days following the date of the public auction during which period the Board shall have the right to accept or reject such bid by written resolution. The Board shall not be obligated to sell the Property until a resolution accepting the highest bid is adopted by the Board and the successful bidder is notified of such action in writing. If the highest bid is accepted by the Board, the Board and the purchaser may negotiate and execute a purchase agreement to govern the remaining terms and conditions of the sale.

6. All property inquiries should be directed to Brent Miller, Maintenance Coordinator at 419-644-2951 ext. 1130. Any notice to the Board shall be delivered in person or mailed; postage prepaid, to the Board at 14544 County Road 6 Metamora, Ohio 43540, Attention: Eric Smola, Superintendent. Notice to the Board shall be deemed to have been given upon receipt.

7. The Board reserves the right to amend and supplement these conditions of sale at any time prior to the public auction referenced above.

**EVERGREEN LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____
Denise Leu, Treasurer