

7:30 AM

May 10, 2021

OPENING CEREMONY

Prayer was offered by Dan Lucas

Pledge of Allegiance

CALL TO ORDER

Mr. Stenger called the meeting to order.

ROLL CALL:

Mr. Davia, absent; Mr. Lucas, present; Mr. Puperi, present; Dr. Roe, present; Mr. Stenger, present.

(094-2021)—EXECUTIVE SESSION

At 7:33 AM Mr. Puperi moved, seconded by Dr. Roe, to go into Executive Session for the following reasons:

- To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- To consider matters required to be kept confidential by federal law or regulations or state statutes

Roll Call: Mr. Puperi, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 4-0.

At 7:58 AM Mr. Lucas moved, seconded by Dr. Roe, to come out of Executive Session.

Roll Call: Mr. Lucas, aye; Dr. Roe, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 4-0.

(095-2021)—PURCHASE ORDERS

At the recommendation of the Treasurer, Mr. Puperi moved, seconded by Mr. Lucas, to approve the following purchase orders:

1.	Really Great Reading (Curriculum for Summer School)	\$ 3,254.90
2.	Ohio Valley Athletic Fields (Field Applications)	\$ 5,118.40
3.	Johnson Boiler Works (Gas Valve for HS Boiler)	\$ 3,177.86

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

(096-2021)—RETIREMENT

At the recommendation of the Superintendent, Dr. Roe moved, seconded by Mr. Puperi, to approve the resignation, due to retirement, of Carolyn Fraley, 7th Grade Science Teacher, effective October 31, 2021 (25 years of service).

Roll Call: Dr. Roe, aye; Mr. Puperi, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 4-0.

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(097-2021)—RETIREMENT

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the resignation, due to retirement, of Leslie Stiles, 7th Grade Reading Teacher, effective October 31, 2021 (22 years of service).

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

(098-2021)—RETIREMENT

At the recommendation of the Superintendent, Dr. Roe moved, seconded by Mr. Lucas, to approve the resignation, due to retirement, of Nancy Moore, High School Science Teacher, effective October 31, 2021 (7 years of service).

Roll Call: Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 4-0.

(099-2021)—TRANSFER

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Mr. Puperi, to approve the transfer of James Poole, bus driver, from Bus 11 to Bus 1, effective May 3, 2021.

Roll Call: Mr. Lucas, aye; Mr. Puperi, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

(100-2021)—STUDENT SERVICES

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the Purchase Service Agreement with Student Services to purchase Prevention Services for the 2021 Summer Camp Program at the elementary school.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

(101-2021)—FIELD TRIP

At the recommendation of the Superintendent, Dr. Roe moved, seconded by Mr. Lucas, to approve the Outdoor Education Camp Field Trip for the 7th grade May 17 & 18, 2021, and for the 6th grade May 19 & 20, 2021.

Roll Call: Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 4-0.

(102-2021)—FACILITY USE REQUEST

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the following facility use request:

HS Gym/Commons - May 14-16, 2021 - After Prom - Union Local
Concerned Parents

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

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(103-2021)—MASTER AGREEMENT WITH OAPSE #283

Mr. Puperi moved, seconded by Dr. Roe, to approve the ratification of the Master Agreement with OAPSE Local #283 for the period July 1, 2021 through June 30, 2024.

Roll Call: Mr. Puperi, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 4-0.

(104-2021)—ADJOURNMENT

At 8:03 AM Mr. Puperi moved, seconded by Mr. Lucas, to adjourn the meeting.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0.

President

Treasurer

6:00 PM

May 20, 2021

OPENING CEREMONY

Prayer was offered by Dan Lucas

Pledge of Allegiance

CALL TO ORDER

Mr. Stenger called the meeting to order.

ROLL CALL:

Mr. Davia, present; Mr. Lucas, present; Mr. Puperi, present; Dr. Roe, present; Mr. Stenger, present.

(105-2021)---CONSENT AGENDA

At the recommendation of the Treasurer, Mr. Puperi moved, seconded by Mr. Lucas, to approve the consent agenda as follows:

- A. Minutes
 - 1. Regular Board Meeting - April 15, 2021
- B. April 2021 Bills
- C. April 2021 Financial Report
- D. April 2021 Investment Report
- E. April 2021 Monthly/Annual Comparison
- F. Purchase Orders
 - 1. CDWG \$181,975.00
(Chromebook Replacement Grades 6-11)
 - 2. Curriculum Associates \$ 4,800.00
(I Ready Reading & Math for Identified Students)
 - 3. PLTW \$ 4,150.00
(High School Engineering Participation)
 - 4. LM Construction, Terry Lavorini, Inc. \$ 12,100.00
(Respray over fallen area in Auditorium)
 - 5. Farnham Equipment Co. \$ 7,358.00
(Repair Football Bleachers)
 - 6. Farnham Equipment Co. \$ 3,343.00
(Repair Baseball, Softball & Soccer Field Bleachers)
- G. Field Trip
 - 1. FFA/Ag Science - June 25-28, 2021 - FFA Camp Muskingum
 - 2. Culture Club - October 28, 2021 - Pittsburgh VanGogh Exhibit
- H. Facility Usage
 - 1. HS Gym - June 2-3, 2021 - Kiddie Cheer Camp - UL Cheerleaders
 - 2. HS Gym/Commons - June 7, 14, 21 & 28, 2021 - Summer League Games - UL Girls Basketball Program
 - 3. HS Gym - June 7,8&10, 2021 Girls Basketball Camp - UL Girls Basketball
 - 4. HS Gym/MS Gym - June 28-30, 2021 - Rich Saffield Basketball Camp - UL Boys Basketball
 - 5. HS Commons - May 27, 2021 - Vaccine Clinic - UL & Belmont County Health Department
 - 6. HS Gym - May 31, June 7,14,21 & 28, 2021 - St C Summer League - UL Girls Basketball
 - 7. Softball Field - June 5-6, 2021 - Tournament - UL Pinto League
 - 8. Auditorium - June 15, 2021 - Community Information Meeting - Ohio GIG

6:00 PM

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I. Amended 2021-2022 school year calendar

MONDAY	AUGUST 23	STAFF WORKDAY
TUESDAY	AUGUST 24	PROFESSIONAL DEVELOPMENT (11-3) OPEN HOUSE (3-6)
WEDNESDAY	AUGUST 25	FIRST DAY FOR STUDENTS
MONDAY	SEPTEMBER 6	LABOR DAY (NO SCHOOL)
FRIDAY	SEPTEMBER 10	PROFESSIONAL DEVELOPMENT (NO STUDENTS)
MONDAY	SEPTEMBER 13	COLLABORATIVE TEAM TIME (2 HR. DELAY FOR STUDENTS)
MONDAY	SEPTEMBER 27	COLLABORATIVE TEAM TIME (2 HR. DELAY FOR STUDENTS)
MONDAY	OCTOBER 11	COLLABORATIVE TEAM TIME (2 HR. DELAY FOR STUDENTS)
MONDAY	OCTOBER 25	COLLABORATIVE TEAM TIME (2 HR. DELAY FOR STUDENTS)
FRIDAY	OCTOBER 29	END FIRST NINE WEEKS
MONDAY	NOVEMBER 1	SECOND NINE WEEKS BEGINS
THURSDAY	NOVEMBER 11	PARENT – TEACHER CONFERENCES (2 HR. EARLY DISMISSAL) Elementary 1:30 PM – 7:30 PM, MS/HS 12:30 PM – 6:30 PM
FRIDAY	NOVEMBER 12	NO SCHOOL
WEDNESDAY	NOVEMBER 24	THANKSGIVING BREAK (NO SCHOOL)
THURSDAY	NOVEMBER 25	THANKSGIVING BREAK (NO SCHOOL)
FRIDAY	NOVEMBER 26	THANKSGIVING BREAK (NO SCHOOL)
MONDAY	NOVEMBER 29	SCHOOL RESUMES
FRIDAY	DECEMBER 17	2 HR EARLY DISMISSAL (AND STAFF)
MONDAY	DECEMBER 20	CHRISTMAS BREAK BEGINS (NO SCHOOL)
MONDAY	JANUARY 3	SCHOOL RESUMES
FRIDAY	JANUARY 14	END SECOND NINE WEEKS
MONDAY	JANUARY 17	MARTIN LUTHER KING (NO SCHOOL)
TUESDAY	JANUARY 18	THIRD NINE WEEKS BEGINS
FRIDAY	JANUARY 21	PROFESSIONAL DEVELOPMENT (NO STUDENTS)
THURSDAY	FEBRUARY 17	PARENT – TEACHER CONFERENCES (2 HR. EARLY DISMISSAL) Elementary 1:30 PM – 7:30 PM, MS/HS 12:30 PM – 6:30 PM
FRIDAY	FEBRUARY 18	NO SCHOOL
MONDAY	FEBRUARY 21	PRESIDENT’S DAY (NO SCHOOL)
FRIDAY	MARCH 25	END THIRD NINE WEEKS
MONDAY	MARCH 28	FOURTH NINE WEEKS BEGINS
FRIDAY	APRIL 15	EASTER BREAK
MONDAY	APRIL 18	EASTER BREAK
FRIDAY	MAY 27	FOURTH NINE WEEKS ENDS LAST DAY FOR STUDENTS (2 HR. EARLY DISMISSAL STUDENTS)
FRIDAY	MAY 27	GRADUATION @ 6 PM
MONDAY	MAY 30	MEMORIAL DAY
TUESDAY	MAY 31	TEACHER WORKDAY

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

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(106-2021)--ADVANCES

At the recommendation of the Treasurer, Mr. Davia moved, seconded by Dr. Roe, to approve the following Advances from the General Fund:

Food Service	\$252,000.38
ECE (439/9021)	17,666.57
ESSR (507/9021)	18,277.91
Broadband Connectivity (510/921B)	31,538.21
IDEA-B (516/9021)	46,388.21
Title I (572/9021)	23,464.88
ECSE (587/9021)	4,393.23
Title II-A (590-9021)	5,128.14

Roll Call: Mr. Davia, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

(107-2021)—ADVANCE

At the recommendation of the Treasurer, Mr. Lucas moved, seconded by Mr. Davia, to approve the following Advance from the General Fund:

21st CCLC (509/9021)	\$ 28,155.59
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Roll Call: Mr. Lucas, aye; Mr. Davia, aye; Mr. Puperi, abstain; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0, with one abstention.

(108-2021)—DIRECT ENERGY

At the recommendation of the Treasurer, Mr. Puperi moved, seconded by Dr. Roe, to approve the Master Supply Agreement with Direct Energy for the period July 2022 through July 2025.

Roll Call: Mr. Puperi, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 5-0.

(109-2021)—FIVE YEAR FORECAST

At the recommendation of the Treasurer, Mr. Lucas moved, seconded by Mr. Puperi, to approve the Five Year Forecast 2021-2025 update.

Roll Call: Mr. Lucas, aye; Mr. Puperi, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(110-2021)—CHANGE ORDER

At the recommendation of the Treasurer, Mr. Lucas moved, seconded by Dr. Roe, to approve the Prime Contract Change Order #001: CE#004-Roof Patching with & building, a PCS Company, at a cost of \$7,618.91.

Discussion was held.

Roll Call: Mr. Lucas, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

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(111-2021)—WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING

At the recommendation of the Treasurer, Dr. Roe moved, seconded by Mr. Davia, to approve the following Agreements:

1. Ohio Group Management LLC - Group Retrospective Rating Participation
2. Paramount Preferred Solutions - Claims & Third Party Administration

Roll Call: Dr. Roe, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

COMMITTEE REPORTS

Mr. Stenger and Mr. Puperi spoke regarding current projects and potential future projects that are before the Buildings and Grounds Committee. Discussion was held.

(112-2021)—EXECUTIVE SESSION

At 6:28 PM Mr. Puperi moved, seconded by Mr. Lucas, to go into Executive Session for the following reasons:

- To consider the employment of a public employee or official
- To consider the investigation of charges or complaints against a public employee, official, licensee, or student
- To review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- To consider matters required to be kept confidential by federal law or regulations or state statutes.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

At 8:04 PM Mr. Puperi moved, seconded by Mr. Lucas, to come out of Executive Session.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(113-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Dr. Roe moved, seconded by Mr. Puperi, to approve a two year limited contract for Melissa Duvall, Math Teacher, for the 2021-2022 and 2022-2023 school years.

Discussion was held.

Roll Call: Dr. Roe, aye; Mr. Puperi, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 5-0.

(114-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Mr. Lucas, to approve the following employment for the 2021-2022 school year:

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- | | | |
|----|-----------------|----------|
| 1. | Jason Greenwood | Security |
| 2. | Cyle Cole | Security |
| 3. | Kimberly Martin | Security |

Roll Call: Mr. Davia, aye; Mr. Lucas, aye; Mr. Puperi, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(115-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the following employment <Supplementals, Volunteers, Certified & Non-Certified Substitutes>

1. 2021-2022 Supplementals
 - a. Olivia Kanters
Cheerleading Advisor,
Junior High, Football
2. Whereas the Union Local Board of Education has previously posted the following positions as being available to employees of the district who hold educator licenses, and no such employee meeting all of the Board's qualifications has applied for, been offered and accepted such position. Be It, Therefore, Resolved that the following be hired for said positions on supplemental contract for the 2021-2022 school year:
 - a. Dave Hayman
Assistant Band Director
 - b. Mollie Hamilton
Band Auxiliary Advisor
3. Whereas the Union Local Board of Education has previously posted the following positions as being available to employees of the District who hold educator licenses, and no such employee meeting all of the Board's qualifications has applied for, been offered and accepted such positions. Be It, Therefore, Resolved that the following be hired for said positions on supplemental contract for the 2020-2021 school year:
 - a. Allison Delaney
Co-Softball Coach,
Junior Varsity
 - b. Amanda Swallie
Co-Softball Coach,
Junior Varsity
4. 2021-2022 Volunteer
 - a. Kelly Hayman
Band Volunteer
5. 2020-2021 Substitutes
 - a. Amanda Wharton
Custodian
 - b. Sonya Logan
Bus Driver

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(116-2021)—LPDC STIPENDS

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Dr. Roe, to approve the following LPDC stipends for fiscal year 2021:

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1. Carolyn Fraley \$2000.00
2. Ron Bober \$1500.00
3. Sheryl Sonk \$1500.00
4. Dana Kendziorski \$1500.00
5. Janet Hissrich \$1500.00

Roll Call: Mr. Puperi, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 5-0.

(117-2021)—NON-RENEWAL OF CONTRACT

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Dr. Roe, to non-renew the contract of Lena Vigoffi, Support Aide, at the end of the 2020-2021 school year.

Roll Call: Mr. Davia, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

(118-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the employment of the following 2021 Summer School Staff:

1. Teachers
 - a. Karlie Thompson
 - b. Myranda Kuhn
 - a. Samantha Staskey
 - b. Kelsey Chimley
 - c. Sally McDiffitt
 - d. Meredith Meholovitch
 - e. Addie Suriano
 - f. Renee Eddy
 - g. Terrie Gaston
 - h. Chris Scales
 - i. Amanda Griffith
 - j. Olivia Kanters
 - k. Tricia Amie
 - l. Toni Smith
2. Nurse
 - a. Missy Smith

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(119-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Mr. Davia, to approve the employment of the following 2021 Summer School Staff paid by 21st CCLC:

1. Teachers
 - a. Brittany Gromley
 - b. Karlie Thompson

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- c. Zach Heslop
- d. Doug Stephens

Roll Call: Mr. Lucas, aye; Mr. Davia, aye; Mr. Puperi, abstain; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 4-0, with one abstention.

(120-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Mr. Lucas, to approve the following substitutes, certified and non-certified, for the 2021-2022 school year:

- | | | |
|-----|------------------------|--|
| 1. | Samantha Clyde-Staskey | Teacher, P-3 |
| 2. | April Elizeus | Teacher, P-3 |
| 3. | Joshua Garner | Teacher, Long Term Sub,
P-12 Health & Physical
Education |
| 4. | Kirk Glasgow | Teacher, Industrial Tech. |
| 5. | Alexis Greenwood | Nurse |
| 6. | Shelby Jefferis | Nurse |
| 7. | Myranda Kuhn | Teacher, Short Term Sub. |
| 8. | Sarah McGary | Nurse |
| 9. | Meredith Meholovitch | Teacher 1-8 |
| 10. | Cheryl Miller | Teacher, K-8 |
| 11. | Nicolette Secrest | Long Term Sub. |
| 12. | Toni Smith | Teacher, P-3 |
| 13. | Addie Suriano | Teacher, P-3 |
| 14. | Dacia Thompson | Teacher, 4-9 Lang Arts,
Reading & Soc. Studies |
| 15. | Jessica Thompson | Nurse |
| 16. | Karlie Thompson | Teacher, Intervention
Specialist |
| 17. | Bev Tomolonis | Teacher, Special Education
K-12 |
| 18. | Tim Barricklow | Bus Driver, Custodian,
Groundskeeper |
| 19. | Lorita Bee | Secretary |
| 20. | Stephanie Blakley | Cook, Custodian, Secretary |
| 21. | Christina Bonnett | Cook |
| 22. | Randy Butcher | Custodian |
| 23. | Sandra Cain | Cook, Custodian, Secretary |
| 24. | Cathy Caretti | Cook, Custodian, Secretary |
| 25. | Lashelle Carpenter | Cook, Secretary |
| 26. | Michael Carpenter | Custodian, Groundskeeper,
Maintenance, Mechanic |
| 27. | Phillip Castello | Cook |
| 28. | Carrie Connor | Cook |
| 29. | Joy Dunfee | Secretary |
| 30. | Emilia Fluharty | Cook, Custodian, Secretary |
| 31. | Marianne Fraley | Cook, Secretary |
| 32. | Sarah Funkhouser | Cook, Custodian, Secretary |
| 33. | Kimberly Gossett | Secretary |
| 34. | Brenda Gregg | Cook |
| 35. | Kayla Grigaitis | Cook, Custodian |
| 36. | Cindy Hanson | Secretary |
| 37. | Billie Harper | Cook, Custodian,
Groundskeeper, Secretary |

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38.	Zach Heslop	Aide, Custodian
39.	Kristen Higgenbotham	Cook, Secretary
40.	Julie Johnen	Secretary
41.	Tricia Johnston	Secretary
42.	Brandy Kalinowski	Secretary
43.	Karen Large	Secretary
44.	Tiffany Lucas	Custodian
45.	Ronald McVay	Groundskeeper
46.	Julie Mellinger	Aide, Cook
47.	Joyce Nardo	Cook, Secretary
48.	Peggy Patterson	Cook, Custodian
49.	Kenneth Perkins	Custodian, Groundskeeper
50.	Pia Petrey	Cook
51.	Elizabeth Powell	Cook
52.	Zack Powell	Bus Driver
53.	Amanda Probst	Cook
54.	Nancy Rogers	Cook, Custodian, Secretary
55.	April Rowan	Cook, Secretary
56.	Scott Smith	Custodian, Groundskeeper
57.	Missy Smith	Secretary
58.	Charlene Springer	Secretary
59.	Shelley Studenc	Secretary
60.	Elyse Swallie	Custodian
61.	Deana Thompson	Cook, Custodian
62.	Diane Tomich	Secretary
63.	Lena Vigoffi	Cook, Custodian
64.	Amanda Wharton	Custodian
65.	Evelyn Wilson	Custodian, Secretary
66.	Sonya Logan	Bus Driver

Roll Call: Mr. Davia, aye; Mr. Lucas, aye; Mr. Puperi, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(121-2021)—BELMONT COLLEGE MEMORANDUM OF UNDERSTANDING

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Mr. Puperi, to approve the College Credit Plus Memorandum of Understanding with Belmont College for the 2021-2022 school year.

Roll Call: Mr. Davia, aye; Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(122-2021)—OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve membership in the Ohio High School Athletic Association for the 2021-2022 school year.

Discussion was held.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(123-2021)—BELMONT COLLEGE CLINICAL CONTRACT

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Mr. Davia, to approve the Clinical Contract with Belmont College nursing programs from May 10, 2021 and terminating May 10, 2024.

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Roll Call: Mr. Lucas, aye; Mr. Davia, aye; Mr. Puperi, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(124-2021)—EASTER SEAL REHABILITATION CENTER

At the recommendation of the Superintendent, Dr. Roe moved, seconded by Mr. Puperi, to approve the Collaborative Agreement with Easter Seal Rehabilitation Center for the 2021-2022 school year.

Roll Call: Dr. Roe, aye; Mr. Puperi, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 5-0.

(125-2021)—EASTER SEAL REHABILITATION CENTER

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Mr. Puperi, to approve the Collaborative Agreement with the Easter Seal Rehabilitation Center for the Summer Term of 2021 from June 1, 2021 to on or about August 15, 2021.

Roll Call: Mr. Davia, aye; Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(126-2021)—EMPLOYMENT

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Dr. Roe, to approve a one year limited contract to Shayne Woodland, Middle School Music Teacher, for the 2021-2022 school year, pending BCI and FBI background check.

Roll Call: Mr. Lucas, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

(127-2021)—VALLEY BEHAVIORAL HEALTH

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the Contract for Services with Valley Behavioral Health effective July 1, 2021 through August 31, 2021.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(128-2021)—VALLEY BEHAVIORAL HEALTH

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Mr. Puperi, to approve the Contract for Services with Valley Behavioral Health effective September 1, 2021 through June 30, 2022.

Roll Call: Mr. Davia, aye; Mr. Puperi, aye; Mr. Lucas, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(129-2021)—BERTRAM CONTRACT

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Dr. Roe, to approve the Contract with John Bertram to provide students, who are visually impaired or blind, orientation and mobility services effective June-August, 2021.

Discussion was held.

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Roll Call: Mr. Lucas, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

(130-2021)—BERTRAM CONTRACT

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Mr. Lucas, to approve the Contract with John Bertram to provide students, who are visually impaired or blind, orientation and mobility services effective for the 2021-2022 school year.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(131-2021)—OME-RESA AGREEMENT

At the recommendation of the Superintendent, Mr. Davia moved, seconded by Dr. Roe, to approve the Member and Associate Member Services Agreement for FY2022 with Ohio Mid-Eastern Regional Education Service Agency.

Roll Call: Mr. Davia, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

(132-2021)—REDUCTION IN FORCE

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Mr. Puperi, to approve the reduction in force of Brenda Gregg, Cafeteria Assistant, due to the Belmont County Board of Developmental Disabilities no longer needing meal service from Union Local Schools. Her contractual last day of employment will be June 1, 2021.

Roll Call: Mr. Lucas, aye; Mr. Puperi, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(132A-2021)—VISION IMPAIRED INSTRUCTION

At the recommendation of the Superintendent, Mr. Puperi moved, seconded by Dr. Roe, to approve the Extended School Year Vision Impaired Instruction Service Agreement with East Central Ohio ESC from June through August, 2021.

Roll Call: Mr. Puperi, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Lucas, aye; Mr. Stenger, aye. Motion carried 5-0.

(133-2021)—TRANSFER

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Mr. Davia, to approve the transfer of Mary Ann Kemp, 4th grade teacher, to 7th grade reading teacher, effective with the 2021-2022 school year.

Discussion was held.

Roll Call: Mr. Lucas, aye; Mr. Davia, aye; Mr. Puperi, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(134-2021)—STUDENT SERVICES

At the recommendation of the Superintendent, Mr. Lucas moved, seconded by Dr. Roe, to approve the Student Services Agreement for the period of July 1, 2021 through June 30, 2022.

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Roll Call: Mr. Lucas, aye; Dr. Roe, aye; Mr. Davia, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

INFORMATIONAL ITEMS

1. Fundraisers

- a. Class of 2024 - Hat Day - April 23, 2021
- b. UL FFA Greenhouse - Plant Sale - May 2021
- c. UL Cheerleaders - Kiddie Cheer Camp - June 2-3, 2021
- d. Class of 2023 - Bracelet Sales - August 25, 2021 until all sold

2. Use of Facility

- a. MS Pavilion - May 12, 2021 - Picnic/Awards - UL Drama Boosters

(135-2021)—MEMORANDUM OF UNDERSTANDING WITH OAPSE

Mr. Puperi moved, seconded by Mr. Lucas, to approve the Memorandum of Understanding between the Board of Education of the Union Local School District and OAPSE Local 283 regarding summer hours.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(136-2021)—RESOLUTION AUTHORIZING LEASE-PURCHASE FINANCING

Mr. Puperi moved, seconded by Mr. Lucas, to approve the following Resolution:

RESOLUTION AUTHORIZING THE LEASE-PURCHASE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS TO SCHOOL FACILITIES, INCLUDING A SITE LEASE AGREEMENT AND A LEASE AGREEMENT, AND MATTERS RELATED THERETO.

WHEREAS, the Union Local School District, Counties of Belmont and Harrison, Ohio (the "School District"), is in need of acquiring, constructing, renovating, equipping and furnishing of capital improvements to its school facilities, including HVAC/electrical upgrades, windows, restroom upgrades, painting, security upgrades, improvements to sports facilities, and sidewalk and drainage improvements, including all necessary appurtenances thereto (collectively, the "Project") to be located on parcel(s) of land (referred to as the "Site") located in and owned by the School District at 66779 Belmont Morristown Road, Belmont, Ohio 43718; and

WHEREAS, in order to provide financing for the Project and pursuant to Ohio Revised Code Section 3313.375, it is determined to be necessary and appropriate to undertake a lease-purchase financing; and

WHEREAS, the estimated cost of the Project and the amount to be financed using such lease-purchase program shall not exceed \$950,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Union Local School District, Counties of Belmont and Harrison, Ohio, that:

Section I. It is hereby determined to be necessary and in the best interest of the inhabitants and citizens of the School District, and the School District hereby agrees, to construct, renovate and improve, or cause to be constructed, renovated and improved, the Project on the Site in accordance with the plan of lease financing described in this

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resolution. The Project shall be acquired and constructed on the Site as more particularly described on Exhibit B to the Lease Agreement referred to herein.

Section 2. The School District shall lease the Site and related grounds and existing facilities to a financing entity (the "Bank") pursuant to a Site Lease Agreement (the "Site Lease") to be dated as determined by the Treasurer, in substantially the form presently on file with this Board, which is hereby approved. The President of the Board, the Treasurer of the Board, the Superintendent of the School District, or any of them, are hereby authorized to execute and deliver the Site Lease on behalf of the School District with such changes not substantially adverse to the School District as the official executing the same may approve; the approval of such changes and that the same are not substantially adverse to the School District shall be conclusively evidenced by the execution of the Site Lease by such official. The term of the Site lease shall begin on the date of delivery of the Site Lease to the Bank and shall continue until no later than December 1, 2040, unless earlier terminated pursuant to the provisions of the Site Lease. The Site Lease shall provide for the payment, in advance, of rent in the amount of One Dollar (\$1.00) for each calendar year or portion thereof constituting the term of the Site Lease.

Section 3. The School District shall sublease the Site and related grounds and facilities back from the Bank pursuant to a Lease Agreement (the "Lease") to be dated of even date with the Site Lease, in substantially the form presently on file with this Board, which is hereby approved. The President of the Board, the Treasurer of the Board, the Superintendent of the School District, or any of them, are hereby authorized to execute and deliver the Lease on behalf of the School District with such changes not substantially adverse to the School District as the official executing the same may approve; the approval of such changes and that the same are not substantially adverse to the School District shall be conclusively evidenced by the execution of the Lease by such official. The Lease shall require the School District, as agent for the Bank, to acquire and construct or cause to be acquired and constructed on the Site, the Project, and shall provide, among other things, for the payment of Base Rent from the School District to the Bank.

Base Rent shall be payable in periodic installments over the term of the Lease, in such amounts and at such times as shall be set forth in the Lease, provided that the actual Base Rent payments shall not exceed in any year the amounts that would be required if the applicable interest rate was not to exceed four and one-half percent (4.50%) per annum applied on a principal amount of not to exceed \$950,000.

The Lease shall set forth whether the Base Rent can be prepaid or the terms of prepaying Base Rent. The Lease shall also provide that upon the payment of all Base Rent payments, the School District shall receive title to the Site and the Project.

The initial term of the Lease shall be until June 30, 2021, if the Lease is entered into on or prior to June 30, 2021, and shall be until June 30, 2022, if the Lease is entered into after June 30, 2021, provided that the School District shall have the right to renew the Lease for a total of not more than fifteen (15) additional renewal terms of one year each (except for the final renewal term which may be for less than one year), beginning on July 1, 2021 or July 1, 2022, as appropriate, and continuing on July 1 of each year thereafter through and including the last renewal term which shall not be later than July 1, 2035 to the earlier of June 30, 2036 or the termination date of the last permitted renewal term of the Lease. The Lease shall provide for termination in the event the School District fails to appropriate funds adequate to pay rent due with respect to any renewal term.

Section 4. The School District agrees to execute and perform the Site Lease and the Lease in accordance with the terms thereof. The Treasurer is hereby authorized to select a Bank with the assistance of Robert W. Baird & Co., Inc., who has been retained as the placement agent for the lease-purchase financing. The selection of such Bank and the final terms of the financing shall be set forth on a Certificate of Award that the Treasurer is hereby authorized to sign.

Section 5. The Treasurer, the President of the Board and the Superintendent of the School District, or any of them, are hereby authorized and directed to execute and deliver, on behalf of the School District, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or

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appropriate in order to carry out the intent of this Resolution in such forms as the official executing the same may approve.

Section 6. Nothing in the Site Lease, the Lease, or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt or bonded indebtedness or a general obligation of this Board, the School District or any agency of the School District. Neither the taxing power nor the full faith and credit of this Board or the School District are pledged or shall be pledged for the payment or security of the Site Lease, the Lease, or any other related agreement or document.

Section 7. The School District hereby covenants that it will restrict the use of the proceeds of the Lease hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "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 and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder to retain the Federal income tax exemption for interest on the Lease, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The Treasurer or any other officer having responsibility with respect to the issuance of the Lease is authorized and directed to give an appropriate certificate on behalf of the School District, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and the Regulations.

Section 8. The Lease is hereby designated a "qualified tax exempt obligation" for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. This Board does not anticipate issuing more than \$10,000,000 of "qualified tax exempt obligations" during calendar year 2021.

Section 9. There is hereby appropriated from the net proceeds of the Lease, to the extent the same are available for the payment of costs of the Project, a sum not to exceed \$950,000, to be used for the payment of such costs, as outlined herein. The Treasurer is hereby authorized to appropriate, from unappropriated funds, the sum necessary to pay the Base Rent payments due or coming due under the Lease for the initial term of the Lease.

Section 10. The law firm of Dinsmore & Shohl LLP be and is hereby retained as special counsel to the School District to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Site Lease and the Lease, and, if appropriate, rendering its approving legal opinion in connection therewith. The Treasurer is authorized to sign an engagement letter with Dinsmore & Shohl LLP.

Section 11. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board 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. This Resolution shall take effect immediately upon its adoption.

Discussion was held.

Roll Call: Mr. Puperi, aye; Mr. Lucas, aye; Mr. Davia, aye; Dr. Roe, aye; Mr. Stenger, aye. Motion carried 5-0.

(137-2021)—SCHOOL ENERGY CONSERVATION IMPROVEMENT REFUNDING BONDS, SERIES 2021

Mr. Davia moved, seconded by Dr. Roe, to approve the following Resolution:

A RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$495,000 SCHOOL ENERGY CONSERVATION IMPROVEMENT REFUNDING BONDS, SERIES 2021 AND RELATING TO MODIFICATION OF REDEMPTION

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PROVISION ON \$740,000 ORIGINAL PRINCIPAL AMOUNT OF SCHOOL ENERGY CONSERVATION IMPROVEMENT BONDS, SERIES 2015

WHEREAS, the Union Local School District (the "District") issued \$740,000 School Energy Conservation Improvement Bonds, Series 2015 (the "Prior Bonds") dated June 18, 2015, for the purpose of energy conservation measures (the "Project") by virtue of a resolution adopted by this Board of Education on April 23, 2015; and

WHEREAS, the Prior Bonds were sold to and are currently held by Wesbanco Bank Inc. (the "Bank") as bonds that are not subject to optional redemption prior to maturity; and

WHEREAS, the District and the Bank have negotiated to amend the Prior Bonds in order to allow them to be subject to optional redemption, with all other terms remaining the same, and the District desires to enter into an agreement with the Bank to effectuate such amendment to the Prior Bonds, and this Board desires to amend the Prior Bonds as aforesaid and to authorize such amendment by this Resolution; and

WHEREAS, \$495,000 principal amount of said Prior Bonds remains outstanding; and

WHEREAS, it is in the best interest of the District to refund all of the Prior Bonds which remain outstanding, which mature on December 1, 2029, pursuant to and as permitted by Section 133.34 of the Ohio Revised Code, in order to reduce net debt service charges payable by the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Union Local School District, Counties of Belmont and Harrison, Ohio:

SECTION 1. That terms of the Prior Bonds are hereby authorized to be amended to provide that the Prior Bonds shall be subject to redemption at the option of the District, either in whole or in part, in such order of maturity as the Issuer shall determine, on any date on or after the effective date of such amendment, at a redemption price equal to 100% of the principal amount redeemed plus, in each case, accrued interest to the date fixed for redemption. Such amendment shall be evidenced and effectuated by an agreement relating thereto between the District and the Bank, which the Treasurer is hereby authorized to sign. The Treasurer or any other officer having responsibility with respect to the amendment of the Prior Bonds is authorized and directed to give an appropriate certificate on behalf of the Board of Education on the date of amendment of the Prior Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code, as hereinafter defined, and the regulations thereunder.

SECTION 2. That it is necessary to issue bonds of the District in a principal amount of not to exceed \$495,000 consisting of Current Interest Bonds (the "Current Interest Bonds") as to which interest is payable on each Interest Payment Date (as defined herein) and, if included in the certificate of award to be executed by the Treasurer (the "Certificate of Award"), Capital Appreciation Bonds (the "Capital Appreciation Bonds") as to which interest is (a) compounded semiannually on the dates (each an "Interest Accretion Date") established as such in the Certificate of Award and (b) payable only at maturity in such respective principal amounts as shall be set forth in the Certificate of Award, to refund all of the Prior Bonds which currently remain outstanding and which mature on December 1, 2029 (the "Refunded Bonds") and to pay costs of issuance of the Bonds and costs related to the refunding of the Refunded Bonds. Those Refunded Bonds subject to optional call shall be and hereby are ordered called for optional redemption according to their terms following issuance of the Bonds.

SECTION 3. That the Bonds shall be issued in such principal amount for the purpose aforesaid. The Current Interest Bonds shall be dated as stated in the Certificate of Award, numbered from R 1 upwards in order of issuance, of the denominations of \$100,000 and any integral multiple of \$1,000 in excess thereof; provided that upon any redemption, if the principal amount of the Bonds outstanding shall be less than \$100,000, such denominations shall equal the principal amount then outstanding. Any Capital Appreciation Bonds shall be dated the date of closing of the Bonds, shall be in the aggregate principal amount as set forth in the Certificate of Award and shall be numbered from CAB 1 upwards in order of issuance, of the denominations equal to the principal amounts that, when interest is accrued and compounded thereon from their respective dates on each Interest Accretion Date, will equal a \$100,000 and any integral multiple of \$1,000 in excess thereof Maturity Amount (which means, with respect to a Capital

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Appreciation Bond, the principal and interest due and payable at the stated maturity of this Capital Appreciation Bond). Each Bond shall be of a single maturity, and shall bear interest at a rate per annum indicated in the Certificate of Award, which the Treasurer is hereby authorized to sign. Interest shall be payable on the Current Interest Bonds on the first day of June and the first day of December of each year commencing December 1, 2021, or as otherwise designated in the Certificate of Award (each an "Interest Payment Date"), until the principal sum is paid. The Bonds shall mature on December 1 in each year and in such amounts as designated in the Certificate of Award. It is determined by the Board of Education that the issuance of the Bonds in one lot as provided herein is necessary and will be in the best interest of the Board of Education. The last maturity of the Bonds shall not be later than the year of last maturity permitted by law for the Prior Bonds (December 1, 2029).

The total interest on each Capital Appreciation Bond as of any date shall be an amount equal to the difference between the Compound Accreted Amount of such Capital Appreciation Bond as of such date and the principal amount of such Capital Appreciation Bond. "Compound Accreted Amount" means with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination, as set forth in the Certificate of Award as of any Interest Accretion Date of the respective Capital Appreciation Bonds, and as determined in accordance with this section as of any other date.

The Compound Accreted Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Exhibit to the Certificate of Award. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any other date shall be (a) the Compound Accreted Amount for such Capital Appreciation Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to (but not including) the date of determination (determined on the basis of a 360 day year comprised of twelve 30 day months) to (D) the number of days from that immediately preceding Interest Accretion Date to (but not including) the immediately succeeding Interest Accretion Date (determined on the basis of a 360 day year comprised of twelve 30 day months); provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the closing date of the Bonds shall be deemed to be immediately preceding the Interest Accretion Date and the original principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the closing date of the Bond issue.

The Bonds may be initially issued 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 Bonds, and to effect transfers of beneficial interests in Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company) Armonk, New York ("Depository") for use in a form or system under which the physical Bond certificates in fully registered form are issued only to a Depository or its nominee as registered owner, with the certificated Bonds 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 Bonds (the "Book Entry System" or "Book Entry Form") and: (i) those Bonds shall be registered in the name of the Depository or its nominee as registered owner, and immobilized in the custody of the Depository; and (ii) those Bonds shall be transferable or exchangeable in accordance with this resolution, provided that so long as a Book Entry System is used for the Bonds, the Bonds 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 paying agent and registrar as identified

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in the Certificate of Award (the "Paying Agent and Registrar") to transfer the Bonds from one Depository to another Depository at any time.

Notwithstanding any other provision of this Resolution or any Bond to the contrary, with the approval of the Board of Education, the Paying Agent and Registrar may enter into an agreement with a Depository, or the nominee of a Depository, that is the registered owner of a Bond 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 Bond or any portion of that Bond (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 Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and the Board of Education. That payment in any event shall be made to the person who is the registered owner of that Bond 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 Paying Agent and Registrar will furnish a copy of each of those agreements, certified to be correct by an officer of the Paying Agent and 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 any Depository determines not to continue to act as a Depository for the Bonds 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 Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver Bond certificates in fully registered form, in denominations of \$100,000 or integral multiples of \$1,000 in excess 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 Bonds) 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 4. That certain Current Interest Bonds as identified by maturity in the Certificate of Award may be subject to optional redemption prior to maturity, on the date specified in the Certificate of Award, in whole or in part at a redemption price of 100% of the par value thereof, plus accrued interest.

That the Current Interest Bonds maturing on December 1, in the years, if any, designated in the Certificate of Award, may be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption on December 1 in the years and in the respective principal amounts as set forth in the Certificate of Award.

SECTION 5. That the Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this Resolution. The Bonds shall be in fully registered form and shall bear the signatures of the President and Treasurer of the Board of Education, provided that either or both of such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized officer of the Paying Agent and Registrar for the Bonds. The principal amount of each Current Interest Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be mailed on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

Subject to the use of a Book Entry System, the Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The Board of Education and the Paying Agent

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and Registrar shall not be required to transfer any Bond 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 Paying Agent and Registrar. Upon such transfer, a new Bond of Bonds 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 Paying Agent and Registrar may deem and treat the registered holders of the Bonds as the absolute owners thereof for all purposes, and neither the Board of Education nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Treasurer may execute a letter of representations with the Depository in connection with the issuance of the Bonds. The Treasurer may serve as the Paying Agent and Registrar or is hereby authorized to execute and deliver an agreement with a financial institution for its services as paying agent, registrar and transfer agent for the Bonds in such form as the Treasurer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 6. That the Bonds shall be sold in the aggregate to the original purchaser identified in the Certificate of Award (the "Certificate of Award") at not less than ninety seven percent (97%) of their principal amount and accrued interest, in accordance with the Certificate of Award to be executed by the Treasurer, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, which shall include payment of the outstanding principal amount of and any redemption premium on the Refunded Bonds and may include any expenses relating to the refunding of the Refunded Bonds or the issuance of the Bonds, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Bonds in the manner provided by law.

SECTION 7. That there is hereby created an Escrow Fund (the "Escrow Fund") to be held by the Treasurer. Proceeds of the Bonds in the amount determined necessary shall be deposited in the Escrow Fund, which shall be an account of the School District's Bond Retirement Fund, and held in cash or invested in direct obligations of, or obligations guaranteed as to payment by, the United States to retire the Refunded Bonds pursuant to the terms of an Escrow Agreement, which the Treasurer may execute in connection with the refunding of the Refunded Bonds. An independent public accounting firm or nationally recognized bond counsel shall be retained as verification agent to determine the sufficiency of the Escrow Fund deposit and interest earnings thereon for the payment of debt charges on the Refunded Bonds.

SECTION 8. That the Bonds shall be the full general obligations of the Board of Education and the full faith, credit and revenue of the Board of Education are hereby pledged for the prompt payment of the same. Any excess fund resulting from the issuance of the Bonds, shall to the extent necessary be used only for the retirement of the Bonds at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 9. That during the period which the Bonds run, there shall be and is hereby levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds is to run, within the limitations of Section 2 of Article XII of the Constitution of Ohio, which tax shall be sufficient in amount to provide for the payment of the interest upon the Bonds when and as the same falls due and to provide for the retirement and discharge of the principal thereof at maturity and shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers and in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which, together with all interest collected on the same, shall be irrevocably pledged for the prompt payment of the principal of and interest on the Bonds, when and as the same fall due; provided, that to the extent the revenues derived from local taxes or otherwise, for the purpose of conserving energy or for

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defraying the current operating expenses of the school district (the anticipated revenues), are applied to the payment of interest and the retirement of the Bonds, such tax shall not be levied for the purpose thereof.

SECTION 10. That this Board of Education hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, and take such other actions 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, and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Bonds. The Treasurer or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed to give an appropriate certificate on behalf of the Board of Education on the date of delivery of the Bonds 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 the Code and the regulations thereunder.

The Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code. This Board of Education finds and determines that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the School District during this calendar year does not, and this Board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the School District and designated as "qualified tax-exempt obligations" for such purpose will not, exceed \$10,000,000. The Treasurer and other appropriate officers, and any of them, are authorized to take such actions and give such certificates on behalf of the School District with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the School District during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That Robert W. Baird Co. Inc., Columbus, Ohio, shall serve as placement agent for the sale and issuance of the Bonds.

SECTION 12. That the law firm of Dinsmore & Shohl LLP, Columbus, Ohio be and is hereby retained as bond counsel to the Board of Education to prepare the necessary proceedings and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the Board of Education, which the Treasurer is each hereby authorized to execute and deliver on behalf of the Board of Education, with such changes thereto not substantially adverse to the Board of Education as may be approved by the Treasurer. The approval of such changes by the Treasurer, and that the same are not substantially adverse to the Board of Education, shall be conclusively evidenced by the execution of such agreement by the Treasurer. Such law firm shall be compensated by the Board of Education for the above services in accordance with such written agreement.

SECTION 13. That the Treasurer is hereby directed to forward a certified copy of this Resolution to the County Auditors of Belmont and Harrison Counties.

SECTION 14. That it is hereby determined and recited that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make the same legal, valid and binding obligations of the Board of Education have happened, been done and performed in regular and due form as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Bonds.

SECTION 15. That this Board of Education hereby authorizes the Treasurer to prepare, correct, revise, execute together with the President and deliver, on behalf of the Board of Education, to appropriate persons, preliminary and final drafts of a Preliminary Official Statement deemed final for purposes of Securities and Exchange Commission Rule 15c2 12 and an Official Statement relative to the sale of the Bonds and copies thereof are

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hereby authorized to be furnished if required by law, for distribution to prospective purchasers of the Bonds and other interested persons.

SECTION 16. That this Board of Education hereby authorizes the Treasurer to take all steps necessary to obtain one or more municipal bond ratings for the Bonds, if needed.

SECTION 17. That this Board of Education hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Bonds (the "Continuing Disclosure Certificate") in connection with the issuance of the Bonds, if required by law. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Bonds; however, any holder of the Bonds may take such action as may be necessary and appropriate, including seeking specific performance, to cause this Board of Education to comply with its obligations under this section and the Continuing Disclosure Certificate.

SECTION 18. That the Treasurer of this Board of Education is hereby authorized to execute and deliver an agreement with the Paying Agent and Registrar for its services and is also authorized to execute and deliver an Escrow Agreement with an escrow agent for the redemption of the Refunded Bonds.

SECTION 19. 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 taken in open meetings 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 taken in meetings open to the public, in compliance with the law.

SECTION 20. That this Resolution shall take effect immediately upon its adoption.

Roll Call: Mr. Davia, aye; Dr. Roe, aye; Mr. Lucas, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

BELMONT-HARRISON JVSD

Mr. Lucas gave an update regarding business with the Belmont-Harrison Vocational School District:

- a. April students of the month (1 Union Local)
- b. March students of the month (4 Union Local)
- c. 13 Union Local students on the Honor Roll
- d. Hannah Eikleberry inducted to National Technical Honor Society

(138-2021)—ADJOURNMENT

At 8:22 PM Dr. Roe moved, seconded by Mr. Lucas, to adjourn the meeting.

Roll Call: Dr. Roe, aye; Mr. Lucas, aye; Mr. Davia, aye; Mr. Puperi, aye; Mr. Stenger, aye. Motion carried 5-0.

President

Treasurer