

# MINUTES

Regular Meeting  
Board of Education  
Troy City School District  
Troy Junior High School  
556 N. Adams Street, Troy, OH 45373  
Wednesday, November 10, 2021, 5:30 P.M

The Board of Education of the Troy City School District met in Regular Session at the Troy Junior High School, 556 N. Adams Street., Troy, at 5:30 P.M. on Wednesday, November 10, 2021. The President of the Board of Education, Mr. Tom Kleptz, presided. Following the Pledge of Allegiance, Jeff Price, Treasurer called the roll and the following members of the Board of Education were present: Mrs. Beamish, Mrs. Borchers, Mr. Ham, Mr. Kleptz, and Mr. Trostle. Also in attendance were several administrators and visitors.

## MOMENT OF SILENCE

- ❖ Rebecca “Becky” Pappas, age 71 of Troy, passed away Saturday, October 16, 2021. She served first as an aid, then as a treasurer’s assistant for Troy City Schools.
- ❖ Jody Price, age 48 of Troy, passed away Monday, October 25, 2021. She was a 4<sup>th</sup> and 5<sup>th</sup> grade teacher for Troy City Schools at Forest, Cookson, and Kyle Elementary.

## PRESENTATIONS

- Board Committees – Mr. Tom Kleptz
- ARP IDEA Funds – Mr. Michael Moore
- District Report Card Update – Mr. Chris Piper
- Covid-19 Update – Mr. Chris Piper

## FIRST HEARING OF THE PUBLIC

President Kleptz called for the First Hearing of the Public, comments were made by the following regarding the mask mandate:

- Ammon Brown

## RESOLUTION 21-130

## TREASURER’S REPORT

The adoption of the following resolution was moved by Mr. Ham and seconded by Mr. Trostle:

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that it approves, as submitted by its Treasurer, the minutes of its Regular Meeting of Monday, October 11, 2021.”

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays - none

Motion carried.

## RESOLUTION 21-131

## FINANCIAL REPORT

The adoption of the following resolution was moved by Mrs. Borchers and seconded by Mrs. Beamish:



submit to the Budget Commission the information and documents which it has indicated will be necessary in the absence of such adoption; and NOW, THEREFORE, BE IT:

RESOLVED, by the Troy City School District Board of Education, Troy, Miami County, Ohio, that:

1. The Board of Education of the Troy City School District hereby declares the intention of the Troy City School District to proceed under the alternative tax document format provided under Section 5705.281 of the Ohio Revised Code and to refrain from the preparation of a tax budget for the fiscal year 2023; and
2. The Board of Education of the Troy City School District hereby authorizes and directs the Chief Fiscal Officer of the Troy City School District to prepare and to submit to Miami County Budget Commission such information and documents as are necessary incident to said process and submission, and to take such other actions as may be reasonably necessary incident thereto; and
3. The Board of Education of the Troy City School District hereby finds and determines that all deliberations and actions related to the foregoing were effected in open and public session and in full compliance with Section 121.22 of the Ohio Revised Code, and otherwise as is provided by law.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-134                      THEN AND NOW**

The adoption of the following resolution was moved by Mr. Trostle and seconded by Mr. Ham:

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring that it gives retroactive approval for the purchase orders listed below.”

1. Educational Theatre Assn.	\$	129.00	PO 220895
2. Miami Co. ESC	\$	4,893.66	PO 221065
3. Cengage Learning Inc.	\$	50.00	PO 221167
4. Total Team Sports	\$	923.00	PO 221151
5. Fidelity Health Care	\$	<u>377.00</u>	PO 221247
	\$	6,372.66	

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none

Motion carried.

**RESOLUTION 21-135                      SETTLEMENT AGREEMENT**

The adoption of the following resolution was moved by Mrs. Beamish and seconded by Mr. Ham:

This Settlement Agreement (“Agreement”) is entered into as of the last date set forth in the signature lines below (the “Effective Date”), by and between Cole LR Troy OH LLC (“Property Owner”) and the Troy City School District Board of Education (“Board of Education”). The Property Owner and the Board of Education may be referred to jointly herein as the “Parties” or individually as a “Party.”

WHEREAS, the Board of Education filed a complaint against valuation for tax year 2020 ("2020 Complaint") with the Miami County Board of Revision ("BOR"), being case number 2020-D08-4-020-023-RG, requesting a decrease in the value of certain real property located at 1750 W. Main Street, Troy, OH and identified on the records of the Miami County Auditor ("Auditor") as parcel number D08-056422 (the "Subject Property");

WHEREAS, the Board of Education timely filed a counter-complaint;

WHEREAS, on July 28, 2021, the BOR issued a decision, wherein the BOR retained the Auditor's original market value of \$1,343,900 for the Subject Property, which the Property Owner appealed to the Ohio Board of Tax Appeals ("Appeal")(Case No. 2021-1447);

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

1. Stipulation of Value for Tax Year 2020. Upon the execution of this Agreement by the Property Owner and the Board of Education and payment of the Direct Payment to the Board of Education, the parties shall execute and file with the BTA a joint stipulation of value for tax year 2020 stating a fair market value of \$1,208,000.
2. Direct Payments to Board of Education. Within thirty (30) days after the Board of Education executes this Agreement, the Property Owner shall pay a direct payment to the Board of Education in the amount of **One Thousand, Six-Hundred and Fifty Dollars (\$1,650)** ("Direct Payment"). The Direct Payment shall be made in the form of a corporate check, certified check payable, or other means agreed to in writing by the Parties, to the Troy Local School District Board of Education and delivered to counsel for the Board of Education at the following address: Mitchell L. Stith, Scott Scriven LLP, 250 East Broad Street, Suite 900, Columbus, Ohio 43215.
3. No Filing Provision and Change in Value Provision. Other than as referenced in this paragraph, the Parties and their successors, heir, assigns, agents, board members, and tenants shall not file , or cause to be filed, an original Board of Revision complaint for tax year 2020 or 2021 unless: (a) the Subject Property was sold in an arm's length transaction after the Effective Dates of this Agreement; (b) the Subject Property lost value due to some casualty; (c) a substantial improvement was added to the Subject Property's; and/or (d) an increase or decrease of at least fifteen percent in the Subject Property's occupancy has had a substantial economic impact on the Subject Property. Additionally, the Parties and their successors, heir, assigns, agents, board members and tenants shall not file or cause to be filed, a complaint pursuant to Ohio Sub. S.B. 57 (134th General Assembly).

The Property Owner or Board of Education may file an original Board of Revision complaint for tax year 2021 if the Auditor assigns a value other than \$1,208,000 and none of the circumstances enumerated in this paragraph have occurred. In that event, the Parties agree that they shall take all reasonable action(s) required to have a fair market value of \$1,208,000 adopted for the Subject Property for tax year 2021. Such actions that the parties agree to undertake, if necessary, to carry out the effect of the Agreement includes but are not necessarily limited to formally or informally requesting that the Board of Revision complaints against the valuation of real property with the Auditor and/or BOR, and/or filing appeals with the BTA and/or any court of competent jurisdiction.

Additionally, the Board of Education expressly agrees that if the BOR and/or Auditor declines to accept or give effect to the parties' stipulation of value stating a market value of \$1,208,000 for tax year 2020, and the change in value is not the result of subsequent sale or improvement made to the Subject Property, any of which would result in the Property Owner being responsible for the payment of additional taxes,

then the Board of Education shall refund to the Property Owner the amount that would be distributed to the Board of Education through the real property tax system up to but not exceeding the total of the Direct Payment referenced in Paragraph 2 of this Agreement, and no additional amounts shall be due from the Property Owner to the Board of Education, notwithstanding anything contained herein to the contrary. If the BOR or Auditor decline to accept or give effects to the parties' stipulation of value stating a market value of \$1,208,000 for the tax year 2020, the Property Owner shall notify the Board of Education, by and through counsel, by forwarding a copy of the Auditor's values and other relevant information related to the tax year 2020 value. The Board of Education shall refund any amounts due to the Property Owner within thirty (30) days following notification to its counsel.

4. General Provisions.

- a. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.
- b. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not set forth expressly in this Agreement.
- c. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue shall be in Miami County Ohio. Should the Board of Education have to initiate legal action to enforce the Direct Payment provisions set forth in Section 2 of this Agreement, the Property Owner, including any successor, heir or assign of the Property Owner, shall indemnify and hold the Board of Education harmless for any legal fees, costs, and/or expenses associated with such legal action.
- d. Each Party acknowledges that it has had an opportunity to review and revise this Agreement and the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- e. The Parties represent and warrant that the individuals executing this Agreement do so with the authority to bind the Property Owner and the Board of Education.
- f. This Agreement may be executed in counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute one and the same instrument.
- g. The Parties agree that this Agreement, or counterparts as provided herein, may be executed and transmitted via facsimile and shall, when so executed and transmitted, be valid as though an original.
- h. The Parties agree that this Agreement shall not be presented or introduced into evidence in any tax appeal proceeding (including but not limited to any future hearing before the BOR).

This Agreement shall only be presented or introduced into evidence in a breach of contract proceeding.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none

Motion carried.

**RESOLUTION 21-136 SUPERINTENDENT’S REPORT**

The adoption of the following resolution was moved by Mr. Ham and seconded by Mrs. Borchers:

“Whereas, Ohio Revised Code §§ 3313.17 and 3313.36 authorizes boards of education to accept donations; and,

“Whereas, the quality of the education of the present and the future students of the Troy City Schools would be seriously and adversely affected without the generous, voluntary donation of property, material, money, and voluntary effort from many members of the School District community; and

“Whereas, the Troy City School District has received the following gifts from the following donors for the following purposes:

From Lightner & Stickel, CPAs to Kyle Elementary School, popcorn, oil, and salt, to be used as a reward for Kyle students.....		
From Staples to Kyle Elementary School, 10 school supply kits, to be used as needed		
From Chick-fil-A to Kyle Elementary School, cookie tray and beverages, to be used for teachers and staff.....		
From Troy Church of the Nazarene to Kyle Elementary School, 10 school supply kits, to be used as needed.....		
From The Valley Church, basket of snacks and beverages, to be used for the teachers and staff.....		
From the Troy Music Boosters to the Band & Orchestra, to be used for shirts.....	\$	4,158.00
From the Troy Music Boosters to the Band & Orchestra, to be used for student specific needs.....	\$	506.18
From Donald and Lynn White to the ASL Club, to be used as needed.....	\$	50.00
From Kona Ice of Troy to Troy High School Athletic Department, to be used to as needed .....	\$	1,109.75
From Kyle and Danielle Richey to Kyle Elementary School, to be used for field trips..	\$	60.00
From the Bridget Burgei Family to Cookson Elementary School, to be used for school supplies and students/families in need.....	\$	250.00
From Alan D. Good to Troy High School, to be used for a student scholarship .....	\$	4,000.00
From Craig & Karen Gascho to Troy City Schools Orchestra, to be used as needed.....	\$	50.00

**NOVEMBER TOTALS:                 \$   10,183.93**  
**FY TO DATE TOTALS:             \$   47,557.50**

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that it gratefully accepts these gifts to the Troy City School District, and that it directs the Superintendent to send letters expressing its thanks on behalf of the present and future students of the Troy City Schools for these generous gifts.”

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none

Motion carried.

**RESOLUTION 21-137                         APPROVE REIMBURSEMENT IN LIEU OF TRANSPORTATION**

The adoption of the following resolution was moved by Mrs. Beamish and seconded by Mr. Trostle:

- Dan Crouse   Grade(s): 8th  
2461 Merrimont Dr.  
Troy, OH 45373

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that, based on the written consent of the parents listed above, it declares impractical the transportation of their children, and that it pays these parents the average cost of pupil transportation in the State of Ohio for the preceding school year provided that it receives reimbursement for this payment from the Ohio Department of Education.”

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none

Motion carried.

**RESOLUTION 21-138                         APPROVE VARSITY BASEBALL SPRING BREAK TRIP TO EMERSON, GA**

The adoption of the following resolution was moved by Mr. Ham and seconded by Mrs. Beamish:

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that the proposed Varsity Baseball trip to Emerson, GA from April 10, 2022 – April 14, 2022 as set forth in Exhibit D, be approved.”

Roll call: yeas – Beamish, Borchers, Ham, Kleptz and Trostle; nays – none

Motion carried.

**RESOLUTION 21-139                         PERSONNEL ITEMS**

The adoption of the following resolution was moved by Mr. Ham and seconded by Mr. Trostle:

“Be it resolved by the Board of Education of the Troy City School District, a majority of its full membership therein concurring, that the personnel actions, as set forth in Exhibit E, a copy of which is attached hereto and incorporated herein by reference, be approved.”

Roll call: yeas – Beamish, Ham, Kleptz, and Trostle; nays – none

Motion carried.

**SECOND HEARING OF THE PUBLIC**

President Kleptz then called for the Second Hearing of the Public, comments were made by the following:

- Melanie Mergler- Cookson stomach virus and masks

**RESOLUTION 21-140                      ADJOURNMENT INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL**

It was moved by Mr. Trostle and seconded by Mrs. Borchers to adjourn into Executive Session at 6:52 p.m.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none;

Motion carried.

Following the Executive Session, President Kleptz called the Board back into general session at 8:55 p.m.

**RESOLUTION 21-141                      ADJOURNMENT**

It was moved by Mr. Ham and seconded by Mrs. Beamish that the meeting be adjourned at 8:57 p.m.

Roll call: yeas – Beamish, Borchers, Ham, Kleptz, and Trostle; nays – none

Motion carried.

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Tom Kleptz, President

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Jeff Price, Treasurer



To: Chris Piper  
From: Mark A. Barhorst  
Date: 11/5/2021  
Subject: Personnel Agenda: November 11, 2021 Board of Education Meeting

Exhibit: E

**I. RESIGNATIONS, RETIREMENTS and DISCHARGE**

**Randy Adams**-- 2<sup>nd</sup> Shift Custodian, High School, resignation effective 10/22/2021  
**Kane Feltner**-- Substitute Teacher, resignation effective 10/18/2021  
**Laura McConnell**-- 1<sup>st</sup> Grade Teacher, Cookson, retirement effective 5/31/2021  
**Jackie Morris**-- Educational Assistant, High School, retirement effective 2/28/2021  
**Richard Workman**-- Bus Driver, resignation effective 10/22/2021

**II. LEAVES OF ABSENCE**

**Hayla Merkert**-- Requesting an unpaid childrearing leave of absence to begin after she has exhausted all of her sick and personal leave days for the balance of the 2021-2022 school year.

**III. EMPLOYMENTS • all subject to proper certification and experience, where required, and contingent upon negative fingerprinting results.**

A. Classified

**Meghan Clint**-- Food Service Assistant, Junior High, Step 1, effective 11/1/2021  
**Dawn Miller**-- Educational Assistant, Heywood, Step 5, effective 11/15/2021

B. *Certified Substitutes and/or substitute athletic workers for the 2021-2022 school year, \$105.00/day as needed, contingent upon proper certification and criminal record report:*

**Megan Baldwin**                                  **Daniel Landis**

C. *Classified Substitutes and/or substitute athletic workers for the 2021-2022 school year, as needed, contingent upon proper certification, where required, and criminal record report:*

**Shianne Adkins**                                  **Eboney Brown**                                  **Teresa Hancock**  
**Cody Hemmelgarn**

D. Supplemental Contracts

1. Certified

**Lisa Anthony**-- Swimming: Varsity Assistant Coach Boys & Girls, Yr 9, Step 6, Cat 6, 2021-2022  
**Christopher Behm** -- Wrestling: Varsity Assistant Coach, Yr 10, Step 6, 2021-2022  
**Taylor Brown**-- Club: Safety Patrol, Forest, Yr 1, Step 1, Tier 2, .5 contract, 2021-2022  
**Nancy Franklin**-- Club: Safety Patrol, Forest, Yr 1, Step 1, Tier 2, .5 contract, 2021-2022  
**Brian Hall** -- Swimming: Varsity Coach Boys & Girls, Yr 11, Step 6, Cat 3, 2021-2022  
**Mark Hess**-- Basketball: Head Varsity Boys, Yr 15, Step 6, Cat 1, 2021-2022  
**Mary Roll**-- Homework Helper, Hook, 2021-2022, as needed\*

2. Special [Supplemental] Contracts

**Gary Dankworth**-- Basketball: 8<sup>th</sup> Grade Boys Coach, Junior High, Yr 15, Step 6, Cat 5, 2021-2022  
**Nicholas Flynn**-- Basketball: Asst./JV Boys Coach, Yr 3, Step 3, Cat 3, 2021-2022  
**Preston Howes**-- Hockey: Assistant Varsity Coach, Yr 1, Step 1, Cat 6, 2021-2022  
**Mark Isner**-- Bowling: JV Boys, Coach, Yr 1, Step 1, Cat. 7, 2021-2022  
**Haley Lavy**-- Advisor: FBT Leadership Club, Heywood, 2021-2022, as needed\*  
**Brock Moon**-- Basketball: Varsity Assistant/JV Boys Coach, Yr 3, Step 3, Cat 3, 2021-2022  
**Jordan Price**-- Basketball: 7<sup>th</sup> Grade Boys Coach, Junior High, Yr 1, Step 1, Cat 5, 2021-2022  
**Danielle Rohr**-- Bowling: JV Girls Coach, Yr 7, Step 6, Cat 7, 2021-2022  
**Richard Steineman**-- Basketball: Junior High, Head 8<sup>th</sup> grade Girls, Yr 4, Step 6, Cat 5, 2021-2022  
**Douglas Stone**-- Bowling: Head Boys Coach, Yr 7, Step 6, Cat 3, 2021-2022  
**Rick Szabo**-- Hockey: Head Coach, High Schools, Yr 3, Step 6, Cat 2, 2021-2022

\*Paid by The Future Begins Today