

HURON CITY SCHOOL DISTRICT
Special Meeting

Thursday, October 2, 2008 - 6:00 P.M.
Huron Board of Education Conference Room

The Board of Education, Huron City School District, Erie County, Ohio met for a Special Meeting on Tuesday, October 2, 2008 in the Huron Board of Education Conference Room. Mrs. Hillman called the meeting to order at 6:00 p.m.

ROLL CALL

Present: Mrs. Green, Mrs. Bulea, Mr. Caporini Mr. Slocum and Mrs. Hillman

The Ohio Department of Education presented to the Huron School District a Banner designating the District as EXCELLENT

NO. 5802 APPROVE TAX ABATEMENT

Mrs. Green moved, seconded by Mrs. Bulea, to adopt the following resolution:

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the City of Huron, Ohio, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (hereinafter "City"), and Denton ATD, Inc., a Michigan corporation presently located at 10317 Milan Road, Milan, OH 44846, (hereinafter "Company") and ASTC Properties, LLC, an Ohio Limited Liability Company , with its main offices located at 2967 Waterview Drive, Rochester Hills, MI 48309 (hereinafter "Property Owner") and its Huron facility to be located at 900 University Drive, North, Huron, OH 44839 WITNESSETH;

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Community Reinvestment Area; and

WHEREAS, Property Owner and/or Company desire to construct and equip a new 49,000 square foot research and manufacturing facility on land currently owned by the Company and located at (900 University Drive, North, Huron, OH 44839 (hereinafter "Project") and is further described as being portions of Erie

County, Ohio permanent parcel number(s) _____ here_within the boundaries of the

aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the City Council of the City of Huron, Ohio by Ordinance No. 2008-22 adopted July 22, 2008 designated the area as a “Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective August 18, 2008, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 2008-10 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as Community Reinvestment Area Number 043-37016-01 under said Chapter 3735; and

WHEREAS, the City of Huron having the appropriate authority for the stated type of project is desirous of providing Property Owner and/or Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Company is relocating its current research and manufacturing facility (the Existing Facility”) from Milan Township, Erie County, Ohio to the City of Huron, Erie County, Ohio and the Milan Township Trustees and the Ohio Department of Development have been notified of this relocation in conformance with the a notification provisions of Section 3735.673 of the Ohio Revised Code (Exhibits A and B) that the City of Huron, intends to provide the Property Owner with incentives available for the development of the Project in the Community Reinvestment Area under Section 3735 of the Ohio Revised Code; and

WHEREAS, Property Owner and/or Company has submitted a proposed agreement application (hereinafter referred to as "Application" and attached as Exhibit “C”) to the City of Huron; and

WHEREAS, Property Owner and/or Company has remitted the required State application fee of \$750.00 made payable to the Ohio Department of Development with the Application to be forwarded to said department with a copy the final agreement; and

WHEREAS, the City Manager of the City has investigated the application of Property Owner and/or Company and has recommended the same to the Council of the City on the basis that the Property Owner and/or Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Huron; and

WHEREAS, on September 18, 2008 the City's Tax Incentive Negotiating Committee (the "Committee") met and unanimously voted to recommend that the Agreement be approved consistent with the terms enumerated below; and

WHEREAS, the EHOVE Joint Vocational School District and its Board of Education have been notified have been notified in accordance with Section 5709.83 of the Ohio Revised Code (Exhibit D) and given a copy of the Application; and

WHEREAS, the Huron City School District and its Board of Education have been notified, given a copy of the Application and informed that abatement granted under this Agreement exceeds limitations imposed by Ohio Revised Code Section 3735.67.1(2) (Exhibit E) and in accordance with Ohio Revised Code Section 3735.67.1(1) the Huron City School District Board of Education has approved the terms of the Agreement and by formal resolution on _____, 2008 sent a letter approving the proposed abatement. Said resolution (approval) is incorporated herein by reference and attached as Exhibit F; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1: Property Owner and/or Company shall construct and equip a construct and equip a new 49,000 square foot research and manufacturing facility on land currently owned by the Property Owner and located at 900 University Drive, North, Huron, OH 44839 to house the Company's local offices and operations. Said facility shall be constructed on land further described as being County, Ohio permanent parcel number(s) _____.

The Project consists of the aforementioned construction of the 49,000 square foot facility, installation of certain new machinery, equipment, furniture and fixtures as appropriate to a research and manufacturing

operation and additional inventory. The Project will involve a total investment by the Property Owner and/or Company of \$4,075,000.00 to \$5,950,000.00. Included in this investment is \$3,500,000.00 to \$5,000,000.00 for new construction; \$425,000.00 to \$700,000.00 to purchase new machinery, equipment furniture and fixtures and approximately \$150,000.00 to \$250,000.00 in additional inventory.

No abatement shall be granted for the current appraised value of the existing land or the current real property improvements nor is any abatement granted for the value of machinery, equipment, furniture and fixtures or other items taxed as personal property whether currently owned or hereinafter acquired.

The Property Owner and/or Company shall commence the Project on or before October 31, 2008 and all acquisition, construction and installation will be completed by December 31, 2009, or such later date as may be approved by formal resolution of the Huron City Council and agreed to in writing by all parties as an amendment to this Agreement.

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Section 2: The Company shall create, within the below delineated time frames, five (5) new full-time permanent job positions and will retain and transfer seventy-four (74) full-time and one (1) part-time jobs from the Existing Facility to the Project Site. The Company's projected hiring schedule for the jobs to be created is as follows:

<u>Time Period Ending</u>	<u>New Full-Time Positions</u>
3 yrs.	5

The Company, at the date of this Agreement, has seventy-four (74) full-time and one (1) part-time employees at its Existing Facility, -0- employees at the Project Site and a total of seventy-four (74) full-time and one (1) in the State of Ohio. The increase in the number of employees will result in approximately \$50-60,000 of additional annual payroll for each new employee for the Company broken down as follows: all full-time permanent as further delineated in Exhibit C. The retention of existing jobs will result in the Company maintaining annual payrolls of \$3,600,000.00.

Section 3: Property Owner and/or Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the Property Owner's and/or Company's

compliance with this Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, employment records or any other records that may be reasonably requested by the Council or its designated representative(s).

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Section 4: Subject to compliance by the Property Owner and/or Company in all material respects with its obligations under this Agreement the City hereby grants to Property Owner a tax exemption for eligible real property improvements made to the Project Site to a maximum appraised value of \$5,000,000.00 pursuant Section 3735.67 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

<u>Year of Tax Exemption</u>	<u>Percentage of Appraised Valuation of Real Property Improvements Exempted</u>
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
11	100%
12	100%
13	100%
14	100%
15	100%

The exemption commences the first year for which the real property would first be taxable were that

property not exempted from taxation. Each appraisable improvement will receive a fifteen (15) year exemption period.

No real property tax exemption for the Project shall commence after January 1, 2010 nor extend beyond December 31, 2024.

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Section 5. It is the responsibility of the Property Owner to file, as appropriate, tax form DTE 24 or any other appropriate tax forms with the Erie County Auditor to effect and maintain the exemption covered in the agreement.

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Section 6. Property Owner and Company, in consideration of the Huron City Schools' approval of the percentage and term of the tax abatements herein contained, has entered into a Compensation Agreement (incorporated herein by reference and attached as Exhibit G) with the Huron City School District for the purpose of making payments to the Huron City School District, and that default under the Compensation Agreement constitutes a default under this Agreement.

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Section 7: Property Owner and/or Company hereby agrees to pay the City of Huron an annual fee equal of five hundred dollars (\$500).

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The fee shall be invoiced by and be payable to the City, once per year for each year this agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the City of Huron by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City of Huron. The fee is to be paid to the Director of Finance in a check made payable to the City of Huron.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

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Section 8: Property Owner and/or Company shall pay such real, commercial activities tax and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Property Owner and/or Company fails to pay such taxes or file such returns, all incentives granted under this agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and thereafter.

Section 9: The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 10: If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City Commission revokes the designation of the zone, entitlement granted under this agreement shall continue for the number of years specified under this agreement, unless Property Owner and/or Company materially fails to fulfill its obligations under this Agreement.

Section 11: If Property Owner and/or Company materially fail to fulfill their obligations under this Agreement or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent the City may terminate or modify the exemptions from taxation granted under this agreement.

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Section 12: Property Owner and/or Company hereby certifies that, at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapters 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, that Property Owner and/or Company is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such petition has been filed against Property Owner and/or Company. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 13: Property Owner and/or Company affirmatively covenants that it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 14: Property Owner and/or Company and the City of Huron acknowledge that this agreement must be approved by formal action of Huron City Schools and the Huron City Council as a condition for the agreement to take effect. This Agreement takes effect upon such approvals by the Schools and the Huron City Council and execution by the parties hereto.

Section 15: The City of Huron has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this agreement, Property Owner and Company are committing to follow non-discriminating hiring practices agreeing that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

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Section 16: Exemptions from taxation granted under this agreement shall be revoked if it is determined that Property Owner and/or Company, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

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Section 17: Property Owner and Company affirmatively covenant that they have made no false statements to the State or local political subdivision in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of Property Owner and/or Company has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner and/or Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 18: Neither the City nor Property Owner nor Company shall be considered in default of its obligations hereunder in the event of delay in performance of such obligations due to causes beyond its control without its fault or negligence, including but not restricted to acts of God, acts of the Federal or State government, acts of the other party, fires, floods, strikes, freight embargoes or unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time for performance of the obligations by the parties hereto shall be extended for the period of the delay.

Section 19. Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO THE CITY OF HURON:

With copy to:

Huron City Council

Erie County Regional Planning

Attention: City Manager

Attention: Enterprise Zone Manager

417 Main Street

2900 Columbus Avenue

Huron, Ohio 44839

Huron, Ohio 44870

AS TO PROPERTY OWNER:

ASTC PROPERTIES, LLC.

2967 Waterview Drive

Rochester Hills, MI 48309

AS TO COMPANY:

DENTON ATD, INC.

900 University Drive, North

Huron, OH 44839

or to such other contact or address as may be specified by such notice from time to time in writing.

Section 22 This Agreement is not transferable or assignable without the express, written approval of the Huron City Council.

IN WITNESS WHEREOF, The City of Huron, Ohio by Andrew White, its City Manager pursuant to Resolution No. _____, and Denton, ATD, Inc. by _____, its _____, and ASTC Properties, LLC. by _____, its Managing Member, have caused this instrument to be executed this effective as of this ____ day of _____, 2008.

THE CITY OF HURON, OHIO

Witness

By: _____

Andrew D. White, City Manager

DENTON, ATD, INC.

Witness

By: _____

President

Approved as to form

M.L. McDermond

Law Director

COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

This Agreement made and entered into by and between the Huron City School District (hereinafter referred to as Huron City Schools), a public school district with its principal offices at 712 Cleveland Road East, Huron, Ohio 44839 and Denton ATD, Inc., a Michigan corporation, (hereinafter “Company”) with its main offices located at 900 University Drive North, Huron, OH 44839 and ASTC Properties, LLC., an Ohio Limited Liability Company,- with its main offices located at 2967 Waterview Drive, Rochester Hills, MI 48309 (hereinafter “Property Owner”) and its Huron facility located at 900 University Drive, North, Huron, OH 44839 specifies the manner and procedures to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing general compensation to the Huron City Schools relating to the Denton, ATD, Inc./ASTC Properties, LLC. Community Reinvestment Area Project.

WITNESSETH;

Whereas, the Ohio Community Reinvestment Area Program, pursuant to ORC Section 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

WHEREAS, the City Council of the City of Huron, Ohio by Ordinance No. 2008-22 adopted July 22, 2008 designated the area as a “Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective August 18, 2008, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 2008-10 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as Community Reinvestment Area Number 043-37016-01 under said Chapter 3735; and

WHEREAS, the City of Huron has acted pursuant to ORC Sections 3735.65 – 3735.70 within Ordinance No. 2008-22 adopted July 22 2008 to grant a tax exemption to Property Owner and/or Company and entered into a formal Community Reinvestment Area Agreement on _____ 2008.

WHEREAS, the Community Reinvestment Area Agreement to be entered into by and between the City of Huron, Ohio and the Property Owner and/or Company requires that the Property Owner and/or Company, in consideration of the Board of Education's approval of the percentage and term of the tax abatement, enter into a Compensation Agreement with the Huron City Schools for the purpose of making specified payments to the Huron City Schools; and

WHEREAS, the Huron City Schools and Denton pursuant to ORC Section 5709.82 elect to enter into this Agreement concerning compensation payable with respect to the Community Reinvestment Area tax abatement.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the Huron City Schools and the Property Owner and Company agree as follows:

Section 1. Definitions: As used in this Agreement, the following shall have the meanings set forth below:

“Direct Compensation” is expressed as a percentage of abatement received by Property Owner and/or Company in any given calendar year and shall be the amount paid directly by Property Owner and/or Company to the Huron City Schools under Section 2 of this Agreement.

“Exemption Year” shall mean any calendar year in which the Project would be taxable but for the authorization and finalization of a Community Reinvestment Area Agreement under ORC Sections 3735.67 (B) and (D).

Section 2. Calculation of Direct Compensation Payment: During each exemption year for which Denton receives a real property tax benefit pursuant to the Community Reinvestment Area Agreement, Property Owner and/or Company shall accrue a liability equal to 25% (twenty-five percent) of the benefit received under the Community Reinvestment Area Agreement which shall be payable to the Huron City Schools as defined below.

The compensation due to the Huron City Schools for real property tax abatement will be calculated commencing with calendar year 2009 or 2010, as appropriate based upon the appraised value of abatable real property improvements as determined by the Erie County Auditor using the then current Erie County real property tax rates applicable to commercial real estate.

Section 3. Dedicated Use of Direct Compensation Payments: Payments received by the Board of Education under this Agreement shall be dedicated to and used exclusively for capital improvements for the Huron city Schools to be determined at the discretion of the Board of Education.

Section 4. Timing of Payments from Property Owner and/or Company to the Huron City Schools: Property Owner and/or Company shall deliver the accrued amount payable as calculated in Section 2, above to the Board of Education of the Huron City Schools yearly as follows: Commencing on or before April 15 of the first year following an Exemption Year and continue on the same schedule each year thereafter through and including April 15 of the first year following the final Exemption Year.

The Direct Compensation payments provided under this Section shall be tendered by Property Owner and/or Company directly to the Huron City Schools in all events once receipt of tax incentives under the Community Reinvestment Area Agreement have commenced. Property Owner and Company specifically acknowledge that the Board of Education will anticipate the proceeds of this Agreement and has or will accrue a debt secured by the terms of this Agreement. Any late payment under this Section shall bear interest at the rate of 10 percent (10%) per annum from its due date until such payment is made.

The obligation to make Direct Compensation Payments to the Huron City Schools is made for the benefit of the Huron City Schools. Said obligation undertaken by Denton in this Agreement may not be assigned by Denton without the prior written consent of the Huron City Schools.

Section 5. Enforcement: The obligation to make a Direct Compensation payment to the Huron City Schools may be enforced directly against Denton by the Huron City Schools without the requirement of joining the City of Huron in any legal action.

Section 6. Amendments: This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

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Section 7. Waiver: No waiver by the Huron City Schools of the performance of any terms or provision hereof shall constitute, or be construed as, a waiver of performance of the same or any other term or provision hereof.

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Section 8. Notices. All payments, certificates, reports, and notices which are required or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed or hand delivered to the following addresses:

AS TO THE HURON CITY SCHOOLS:

Huron City School District

712 Cleveland Road East

Huron, Ohio 44870A

AS TO PROPERTY OWNER:

ASTC Properties, LLC

2967 Waterview Drive

Rochester Hills, MI 48309

AS TO COMPANY:

Denton ATD, Inc.

900 University Drive, North

Huron, OH 44839

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

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Section 9. Binding Nature: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

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Section 10. Severability of Provisions: The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 10. Entire Agreement: This agreement, together with the Community Reinvestment Area Agreement, sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, The Board of Education of the Huron City Schools by Fred Fox, its Superintendent, and Denton ATD, Inc. by, _____ its _____, and ASTC Properties, LLC. by, _____ its Managing Member, and the City of Huron by Andrew D. White, its City Manager, have caused this instrument to be executed in triplicate this ____ day of _____, 2008.

Huron City School District

By: _____

Witness

President, Board of Education

By: _____

Fred Fox, Superintendent

By: _____

Mike Weis, Treasurer

THE CITY OF HURON, OHIO

[Image] _____

Witness

By: _____

Andrew White, City Manager

ASTC PROPERTIES, LTD.

(Property Owner)

Witness

By: _____

Managing Member

DENTON ATD, INC.

(Operating Company)

By: _____

Witness

President

**ROLL CALL: Ayes: Bulea, Caporini, Slocum, Green and Hillman
Nays: None**

NO. 5803 APPROVE MEMO OF UNDERSTANDING

Mrs. Green moved, seconded by Mr. Slocum, to adopt the following Memo of Understanding with the HCEA:

The Huron Board of Education (BOE) and the Huron Classified Employment Association (HSEA) agree to the following:

Effective October 1, 2008 all Huron Classified Employees shall change insurance plans to the Ideal 1 (Tiger 1) Medical Plan and the Ideal 3 (Tiger 3) Rx Plan.

In addition the BOE shall on January 1 of each year deposit \$800 into a Section 125 (Flex Save) Plan for each HCEA member using a family medical and Rx plan and \$400 for each HSEA member using a single medical and Rx Plan. Any member using one type of plan (medical or Rx) but not the other shall have one half the above amounts deposited to a Section 125 (Flex Save) Plan.

The following contributions by each HSEA member shall apply:

The premium costs for the Tiger 1 health insurance (Section 10.01), and dental insurance (Section 10.02) shall be allocated between the Board and the employees as follows:

Six (6) hours per day or more, 100% of the premium cost will be paid by the Board, 0% will be paid by the employee.

1. Between five (5) hours per day and 5.99 hours per day, 92% of the premium cost will be paid by the Board, eight percent (8%) will be paid by the employee.
2. Between four (4) hours per day and 4.99 hours per day, 87% of the premium cost will be paid by the Board, thirteen percent (13%) will be paid by the employee.

Employees hired after January 1, 2006, and who are regularly scheduled to work less than four (4) hours per day are not eligible for this insurance benefit.

Employees hired before January 1, 2006 working less than four (4) regular hours per day shall pay at the four hour per day rate.

In addition those employees who voluntarily transferred to the above coverage shall continue to receive their "incentive" payment and all related benefits for their voluntary election to change plans as outlined in the current agreement. These payments shall end June 30, 2010.

Also, any member who has used mail order Rx from July 1, 2008 until the conversion, October 1, 2008 may be reimbursed their co-pay upon presentation of appropriate documentation to the Office of the Treasurer. All reimbursement requests must be made no later than October 31, 2008.

Because of the change in deductible the School District shall reimburse any employee for the difference between the deductible on the present plan and the new deductible for the Tiger 1 Plan. This is for the first year of the plan only (through December 31, 2008). The Treasurer shall communicate to employees the necessary procedures and documentation in order to receive this reimbursement.

The Tiger 1 (Ideal 1) Medical Plan and the Tiger 3 (Ideal 3) Rx Plan shall be the only plan available for HCEA Members.

Section 9.03, Paragraph A shall be amended so that an employee in their first year of employment with the School District shall be eligible for vacation as days are accrued. And, an employee in their first year of employment may borrow up to three vacation days against future accruals after they have accrued three days.

The BOE shall also offer the HCEA members an incentive payment for not using Personal Days as follows:

	Library	Handicap	Playground	Maintenance	Head Custodian
If you use:	Secretary	Aide	Aide	Aide	Aide
0 days	\$ 450.00	\$ 450.00	\$ 375.00	\$ 325.00	\$ 500.00
0 to 1 days	\$ 270.00	\$ 270.00	\$ 225.00	\$ 195.00	\$ 300.00
1 to 2 days	\$ 90.00	\$ 90.00	\$ 75.00	\$ 65.00	\$ 100.00
2 to 4 days	\$ -	\$ -	\$ -	\$ -	\$ -

	Bus	Handicap	Head	Asst	Cafeteria
If you use:	Driver	Bus Aide	Cook	Cook	Worker
0 days	\$ 500.00	\$ 375.00	\$ 500	\$ 300.00	\$ 250.00
0 to 1 days	\$ 300.00	\$ 225.00	\$ 300	\$ 180.00	\$ 150.00
1 to 2 days	\$ 100.00	\$ 75.00	\$ 150	\$ 60.00	\$ 50.00
2 to 4 days	\$ -	\$ -	\$ -	\$ -	\$ -

	Custodian	Mechanic
If you use:	n	c
0 days	\$ 500.00	\$ 500.00
0 to 1 days	\$ 300.00	\$ 300.00
1 to 2 days	\$ 100.00	\$ 100.00
2 to 4 days	\$ -	\$ -

ROLL CALL: Ayes: Bulea, Caporini, Slocum, Green and Hillman
Nays: None

EXECUTIVE SESSION

Mrs. Green moved, seconded by Mr. Slocum, to adopt the following resolution:

WHEREAS, as a public board of education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints
9. Memo of Understanding
10. x Personnel
11. Contract Negotiations

Evaluation of Treasurer and Superintendent

NOW, THEREFORE, BE IT RESOLVED that the Huron City School District Board of Education by a majority of the quorum Present at this meeting, does hereby declare Its intention to hold an executive session on items as Listed above. Time entered Executive Session was 6:12 P.M.

Mrs. Hillman indicated that business would not be conducted after the Executive Session.

ROLL CALL: Ayes: Bulea, Caporini, Slocum, Green and Hillman
Nays: None

The Board exited the Executive Session at 8:44 p.m.

Mrs. Green moved, seconded by Mrs. Bulea, to adjourn the meeting at 8:45 p.m.

ROLL CALL: Ayes: Bulea, Caporini, Slocum, Green and Hillman
Nays: None

Joy Hillman
President

Michael Weis
Treasurer

