

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION
OF THE AUGUSTA SCHOOL DISTRICT
December 15, 2014**

The Augusta Board of Education met in regular session at 6:00 PM on Monday, December 15, 2014, in the Augusta High School Library. Terry Shadwick, President, opened and presided over the meeting. Members present were Susan Bengel, Debbie Briscoe, Leslie Collins, Janice Collier and Willie Powell. Member Charlotte Hitt was absent. Dr. Ray Nassar, Superintendent, was also present.

Terry Shadwick gave the prayer.

On a motion by Janice Collier and a second by Willie Powell the board approved the minutes of the November 18, 2014, regular meeting as presented without reading.

Terry Shadwick welcomed the visitors.

Bryon Hurford, ACPEA Representative, noted there was nothing to report.

There was not a representative from the PPC present at the meeting.

Joe Brown, K-12 Principal, was not present. He was supervising the basketball game.

Michael Manning, Director of Student Services, discussed the TIF/TAP grant and TESS/Bloomboard. He noted that the State asked to use Augusta School District as an example on how Bloomboard works as our faculty logged in more times than any school across the state. He discussed the Computers for Families Program that the District participated in. There were 43 families that attended the 3 nights of training. Each family is eligible for a free, refurbished, computer. The District fed the parent, students and presenters. The presenter gave great reviews on the behavior of the students. He also noted the District has been approved for the Apple Grant. All students in grades 7-12 will receive an iPad; teachers will receive iPads; and Apple TV will be installed in all rooms. The ACSIP plan has been approved by the State.

Dr. Nassar presented the financial information to the board.

On a motion by Debbie Briscoe and a second by Leslie Collins the board ratified payment of the bills.

Dr. Nassar noted that the paperwork for the Cotton Plant properties that were sold was not finished but was in progress.

Debbie Briscoe left the meeting.

On a motion by Willie Powell and a second by Leslie Collins the board approved donating the properties at Cotton Plant that were not sold to the City of Cotton Plant effective 1/1/2015, with the understanding the District still needs to move the food service storage building and would like a place to put up a cover to use as a bus stop. The vote was 5-1 in favor.

As Terry Shadwick and Leslie Collins have a family connection that might be considered a conflict of interest they recused themselves from meeting during the discussion of the old Augusta Elementary property. Vice President Willie Powell conducted the meeting during this discussion.

On a motion by Janice Collier and a second by Susan Bengel the board approved selling the old Augusta Elementary building back to the Stanley family per the original agreement and approved accepting the lease for the bus shop. The vote was 3-1 in favor.

Terry Shadwick, Leslie Collins, and Debbie Briscoe returned to the meeting.

Tommy Stanley thanked the board for their approval. John Stanley noted the property was donated to the school and they will be gifting the property to the city at a later date.

On a motion by Debbie Briscoe and a second by Willie Powell the board passed a resolution concerning the 5% Salary Increase for the 2014SY as presented. The vote was 5-1 in favor. (attached)

Dr. Nassar invited the board members to the Christmas party to be held Tuesday, December 16, 2014, at the HS cafeteria.

On a motion by Willie Powell and a second by Debbie Briscoe the board approved purchasing a new 72 passenger bus. The board was 5-1 in favor.

On a motion by Debbie Briscoe and a second by Willie Powell the board approved hiring Connie Akins as a one-on-one aide for a student. The vote was 5-1 in favor.

On a motion by Leslie Collins and a second by Willie Powell the board approved Chad Floyd attending a coaching conference in Louisville, KY. The vote was 5-1 in favor.

On a motion by Debbie Briscoe and a second by Willie Powell the board approved the Leadership Team attending the Apple conference in Dallas, TX, in

connection with Apple Grant. The grant will pay the expenses. The vote was 5-1 in favor.

On a motion by Debbie and a second by Janice Collier the board approved \$500.00 bonus for all school personnel as presented by Dr. Nassar. Susan Bengel and Willie Powell were recused from the voting as they have a family connection. The vote was 3-1 in favor.

There was discussion about the National Convention for School Board members.

On a motion by Susan Bengel and a second by Willie Powell the board approved increasing the per day meal reimbursement to \$50.00.

Mr. Jessie Jones addressed the board concerning a reflective vest for the volunteer at Cotton Plant that is helping the students cross the seat to get on the bus. It was noted the District would provide a vest.

The board was adjourned.

Board President

ATTEST: _____
Superintendent

Board Secretary

LEASE AGREEMENT

This lease is made as of December ___, 2014, between Stanley Cousins, LLC (“Lessor”), and Augusta School District No. 10, (“Lessee”) who hereby agree as follows:

Witnesseth:

1. Lease of the Premises. Upon the terms and subject to the conditions contained herein, Lessor hereby leases unto the Lessee and Lessee hereby leases and lets from, the premises consisting of the land, buildings, improvements, means of access thereto, and the parking area used therefor, located at Lots 1-9, Block 3, Stanley Subdivision in the city of Augusta, Woodruff County, Arkansas (the Premises).
2. Term: The initial term of this lease shall be for a period of two (2) years, commencing on the date hereof (The “Commencement Date”) and ending on the second (2nd) anniversary date hereof (the “Initial Term”)
3. Rent: For the first year of the Initial Term of this Lease, Lessee shall pay rent in the sum of One Hundred and 00/00 Dollars (\$100.00), and for the second year of the Initial Term shall pay the same. The first payment is due on November 20, 2014 and second on November 20, 2015.
4. Condition of the Premises. Except as may otherwise be specifically provided herein, Lessee hereby acknowledges and agrees that it accepts the Premises in their present conditions and state of repair, “As Is” and “With All Faults”.
5. Use of Premises. Lessee agrees that the Premises shall be used for the business of the Augusta School District only.
6. Nuisances. Lessee shall not create or allow any nuisances to exist on the Premises and agrees to abate any nuisance that may arise promptly and free of expense to Lessor.
7. Alterations. Lessee may, but is under no obligation or duty to, alter, improve or otherwise change the Premises, including any and all structures and real property located within or upon the Premises, as the Lessee may deem appropriate, during the term of this lease.
8. Maintenance and Repairs. Lessee shall be responsible for all maintenance and repairs of the Premises, which include all buildings, grounds, parking and driveway areas.
9. Operating Expenses. It is the intention of the parties and they hereby agree that this shall be a Triple Net Lease, and the Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses for the entire term of the Lease and any extensions thereof. Operating expenses shall include but not limited to all real estate and personal property taxes and assessments.
10. Utilities. During the term of this lease or any extensions, Lessee shall maintain and pay for all utility services utilized on or with respect to the Premises by Lessee including, without

limitation, utilities relating to the electricity, gas, water, sewage, trash pickup and telephone service.

11. Property Insurance. Lessee shall obtain and pay for fire and extended coverage casualty insurance for the building(s) and other improvements on the leased premises, with such comprehensive or so called "all risk" endorsements and in such amounts as lessor may, from time to time, deem reasonably necessary, and shall show the Lessor and Lessee as the insured thereon.
12. Indemnification of the Lessor. The Lessee shall defend, indemnify and hold the Lessor harmless against any expense, claim, loss or liability as a result of any breach by the Lessee, Lessee's agents, servants, employees, visitors or licensees, of any covenant or condition of this Lease, or as a result of the Lessee's use or occupancy of the premises, or the carelessness, negligence, or improper conduct of the Lessee, Lessee's agents, servants, employees, customers or visitors or licensees; provided, Lessee shall not defend, indemnify or hold Lessor harmless with respect to any expense, claim, loss or liability resulting from Lessor's intentional or negligent actions or omissions. Lessee shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state of Arkansas. Likewise the Lessor shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in Arkansas.
13. Right of Entry. Lessor reserves the right during the term of this Lease to enter the Premises at reasonable hours and upon reasonable notice to Lessee.
14. Events of Default. Any one or more of the following events shall be deemed an event of default: Failure of Lessee to pay an installment of rent, Lessee failing to comply with the terms of this lease, The breach of any representation or warranty of Lessee contained in this lease and Lessee deserting or vacating the premises for more than 30 days.
15. Remedies. Upon the occurrence of any event of default as provided herein, Lessor shall have the option to pursue any remedy available to Lessor in law or in equity.
16. Assignment or Subletting. The Lessee shall not assign or sublet the Premises nor any part thereof without the written consent of the Lessor, which such written consent will not be unreasonably withheld.
17. Damage and Destruction of the Premises. If the Premises are damaged by fire or other casualty which cannot be repaired in a reasonable time, Lessee may terminate this Lease.
18. Quiet Possession. Lessor agrees, so long as Lessee fully complies with all the terms, covenants and conditions herein contained on the Lessee's part to be kept and performed, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Lessor, its heirs, successors or assigns, but only during such party's ownership of the Premises. Lessor and Lessee further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.
19. Entire Agreement. This Lease contains the entire agreement between the parties and no

modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Lessor and Lessee after the date hereof.

Lessor:

Stanley Cousins, LLC
P. O Box 545
Augusta, Arkansas 72006

Lessee:

Augusta School District No. 10
320 Sycamore Street
Augusta, Arkansas 72006

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IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2014.

Lessor:

Stanley Cousins, LLC

John H. Stanley, Jr. (Member)

Thomas E. Stanley, IV (Member)

Lessee:

Augusta School District No. 10

Ray Nassar, Superintendent

Terry Shadwick, School Board Chairman

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This Document Prepared By:
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BRAZIL, ADLONG & MICKEL, P.L.C.
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Conway, AR 72034
Phone: 501-327-4457

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT the Augusta School District, GRANTOR, as for and in consideration of the sum of Four Thousand Dollars (\$4,000.00) in hand paid by Stanley Cousins, LLC., GRANTEE, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto said GRANTEE, and unto its heirs and assigns forever, the following lands lying in Woodruff County, Arkansas, to wit:

**LOTS TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15),
SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), AND NINETEEN
(19), OF BLOCK ONE (1);
ALL OF BLOCK TWO (2);
ALL OF BLOCK THREE (3);
ALL OF THE ABOVE BEING SITUATED IN STANLEY SUBDIVISION
TO THE CITY OF AUGUSTA, WOODRUFF COUNTY, ARKANSAS AND
BEING A PART OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER (NW1/4 SE1/4) OF SECTION TWENTY-FIVE
(25), TOWNSHIP EIGHT (8) NORTH RANGE FOUR (4) W ST.**

To have and to hold the same unto the said Grantee, and unto its heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

WITNESS my hand and seal this _____ day of _____, 2014.

Augusta School District, GRANTOR
By: Dr. Ray Nassar, Superintendent