ELMWOOD LOCAL SCHOOLS BOARD OF EDUCATION

Regular Meeting – Tuesday. September 5, 2023 / 5:30 p.m. Elmwood Middle School Media Center Bloomdale, Ohio 44817

Board minutes are not official until approved at the October 2023 Board of Education meeting.

Roll: Time 5:30 pm

Mrs. Davis Present
Mr. Lee Present
Mr. Pennington Present
Mrs. Reynolds Present
Mrs. Silverwood Present

Call to Order

Meeting called to order.

Pledge of Allegiance

174-23

Acceptance of Minutes of previous meeting: Regular Meeting, August 14, 2023

Motion by Mrs. Reynolds Seconded by Mrs. Davis

Mr. Pennington Yes Mrs. Silverwood Yes Mr. Lee Yes Mrs. Reynolds Yes Mrs. Davis Yes

Adjustment of Proposed Agenda for Tonight's Meeting Superintendent Borton made any changes to the agenda at this time.

Superintendent's Recognition and Updates

- Retirees Perry Hamman, Terry Rothenbuhler and Roger Manecke
- Costa Rica presentation

Hearing of the Public

No requests for public participation.

As a reminder, from this point on, the remainder of the meeting will be audiotaped.

TREASURER'S REPORTS

Financial

175-23

It is recommended that the financial statements for the month of August be approved as presented by the Treasurer.

Motion by Mrs. Davis Seconded by Mr. Pennington

Mrs. Davis Yes Mr. Lee Yes Mrs. Silverwood Yes Mr. Pennington Yes Mrs. Reynolds Yes

September 5, 2023

176-23

It is recommended to approve the Permanent Annual Appropriations for FY2024. (Exhibit A)

Motion by Mrs. Reynolds Seconded by Mr. Pennington

Mrs. Silverwood Yes Mrs. Reynolds Yes Mrs. Davis Yes Mr. Lee Yes Mr. Pennington Yes

177-23

It is recommended to establish the following fund and its corresponding appropriations:

300-9023 Royals on the Run \$500.00

Motion by Mr. Pennington Seconded by Mrs. Silverwood

Mrs. Reynolds Yes Mr. Pennington Yes Mrs. Silverwood Yes Mrs. Davis Yes Mr. Lee Yes

SUPERINTENDENT'S RECOMMENDATIONS & REPORTS

<u>178-23</u>

Consent Agenda

- a) It is recommended that the Wood County Substitute Teacher & Aide List additions and deletions for the past month and all subsequent revisions be approved for the 2023-2024 school year.
- b) It is recommended that the following donations be accepted:

Donator	Recipient	Item/Amount_
Stearns & Hammer,	Elmwood High School	\$ 450.00
Attorneys at Law	(for 2023-2024 Senior Student of	of the Month)

c) It is recommended that the following overnight/out-of-state trips be approved.

Group	Purpose	Location	Dates
HS Softball	Scrimmages	Ripken Experience	March 24-28, 2024
		Myrtle Beach, SC	
HS Baseball	Scrimmages	Ripken Experience	March 24-29, 2024
		Myrtle Beach, SC	
HS Band	Performance Trip	New York, NY	June 3-7, 2024

Motion by Mrs. Davis Seconded by Mr. Pennington

Mr. Lee Yes Mrs. Silverwood Yes Mrs. Davis Yes Mr. Pennington Yes Mrs. Reynolds Yes

September 5, 2023

Action Agenda

179-23

It is recommended that the following resignation be accepted.

Robin Reynolds - MS Teacher - effective May 31, 2024

Motion by Mr. Pennington Seconded by Mrs. Davis

Mrs. Reynolds Yes Mrs. Silverwood Yes Mrs. Davis Yes Mr. Lee Yes Mr. Pennington Yes

180-23

It is recommended that the Board approve the revised job description for Maintenance Worker, File 602a. (Exhibit B)

Motion by Mr. Pennington Seconded by Mrs. Silverwood

Mrs. Silverwood Yes Mr. Lee Yes Mrs. Reynolds Yes Mr. Pennington Yes Mrs. Davis Yes

181-23

It is recommended to issue Laurie Lee a supplemental contract for FY2024, for up to 300 additional hours, for the purpose of completing additional transportation duties.

Motion by Mr. Pennington Seconded by Mrs. Silverwood

Mr. Lee Yes Mrs. Reynolds Yes Mrs. Silverwood Yes Mrs. Davis Yes Mr. Pennington Yes

182-23

It is recommended to approve the contracted service agreement with Maxim Healthcare Services to provide nursing services for a special needs student. The hourly rate is currently \$50.00.

Motion by Mr. Pennington Seconded by Mrs. Silverwood

Mr. Pennington Yes Mrs. Silverwood Yes Mr. Lee Yes Mrs. Reynolds Yes Mrs. Davis Yes

183-23

It is recommended to approve the contracted service agreement with The Renhill Group to share an aide with Anthony Wayne for two (2) Penta special needs students. The annual amount is currently \$13,250.00 for Elmwood's portion of the contract.

Motion by Mrs. Davis Seconded by Mr. Pennington

Mr. Lee Yes Mrs. Silverwood Yes Mrs. Davis Yes Mr. Pennington Yes Mrs. Reynolds Yes

September 5, 2023

184-23

It is recommended to approve the Agreement between the Wood County Board of Developmental Disabilities and the Elmwood Board of Education for the 2023-2024 school year. (Exhibit C)

Motion by Mr. Pennington Seconded by Mrs. Davis

Mrs. Silverwood Yes Mr. Pennington Yes Mrs. Davis Yes Mrs. Reynolds Yes Mr. Lee Yes

185-23

It is recommended that the following individuals be approved for supplemental positions for the 2023-2024 school year, pending BCII/FBI and certification if applicable. For any non-licensed applicant, it is noted that the open position was first offered to those employees of the district who are licensed and no licensed employee qualified to fill the position accepted it, and then that it has advertised the position as available to any licensed individual who is qualified to fill it and who is not employed by the Board, and no such person has applied for and accepted the position.

High	School
111511	SCHOOL

Name	Position	Step/Rate
Chris Hailey	Volunteer Asst. Cross Country Coach	Step 22
•	•	-
Middle School		
Name	Position	Step/Rate
Seth Barringer	Football Coach	Step 0

Motion by Mr. Pennington Seconded by Mrs. Silverwood

Mrs. Reynolds Yes Mr. Lee Yes Mrs. Silverwood Yes Mr. Pennington Yes Mrs. Davis Yes

186-23

It is recommended that the following individuals be hired as substitutes as indicated on an as needed basis for the 2023-2024 school year, pending BCII/FBI and licensure if applicable.

AIDE (Library/Classroom/Building)	<u>CAFETERIA</u>	<u>CUSTODIAN</u>
Janet Drake	Janet Drake	Janet Drake
		Andrea Ziebold

Motion by Mrs. Reynolds Seconded by Mr. Pennington

Mr. Pennington Yes Mrs. Reynolds Yes Mrs. Davis Yes Mrs. Silverwood Yes Mr. Lee Yes

187-23

It is recommended that the following individual be issued a One Year, classified contract, effective September 1, 2023 – June 30, 2024.

Name	Tentative Placement	Rate of Pay
Holli Thomas	Attendant/Aide at PATHE	\$18.00 per hour / as needed
basis		

Motion by Mrs. Reynolds Seconded by Mrs. Davis

Mrs. Reynolds Yes Mrs. Silverwood Yes Mr. Pennington Yes Mrs. Davis Yes Mr. Lee Yes

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September 5, 2023

Building Reports

High School

- 16 new students enrolled in the high school this year.
- On Saturday, September 16th, our marching band will host its annual Band Spectacular at the stadium.
- Picture Day will be Thursday, September 21st. Jostens will once again be taking pictures.
- Our Homecoming ceremonies will take place on Friday, September 29th before the home football game. The dance will be on Saturday, September 30th.
- Our FFA will host its annual Fall Fest for elementary students on Friday, September 29th.

Middle School

- The 2023-2024 school year is off to a fantastic start! A big thank you to staff, parents, and students!
- First night was a success.
- We have kicked off our PBIS program, keeping the same core values of Respect, Optimism, Achievement, Responsibility (ROAR). The students and staff have been divided up into teams that will compete with each other for positive incentives. Each month, students can cash in their "ROAR Store" tickets earned for exhibiting our core values, for gift cards to Walmart and/or McDonalds, candy, and more items. These gift cards are still in stock from when we received a grant to purchase them several years ago.
- All fall sports contests are underway
- Picture day is Thursday, September 21st, with the make-up date on October 19th

Elementary

- First Night was a success as students were able to meet their teacher.
- Beginning of the year screenings are currently being completed. Results will determine groupings for RTI.
- Fall pictures are September 21st.
- The LifeWise program begins September 11th.

Legislative Update

Committee Reports

Board Member Comments

• The next Board meeting is scheduled for Monday, October 9, 2023 at 5:30 pm in the Elmwood Schools Auditeria.

188-23

Mrs. Silverwood Yes Mr. Pennington Yes Mrs. Reynolds Mr. Lee Yes Mrs. Davis Yes	Yes
Motion by Mr. Pennington Seconded by Mrs. Davis	
Adjournment – Time 6:24 pm	

Jenalee Niese, Treasurer	Ryan Lee, Board President

Mrs. Melanie Davis Mrs. Kristy Silverwood Mr. Ryan Lee

Mr. Jeremie Pennington

Mrs. Debora Reynolds

_ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Elmwood Local School District, Wood County, Ohio that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year ending June 30, 2024, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

\$21,200,000.00
\$268,015.00
\$234,750.00
\$650,000.00
\$23,643.00
\$2,000.00
\$12,100.00
\$866.68
\$184,630,00
\$278,000.00
\$256,950.00
•
\$372,130.00
\$144,500.00
\$3,095.28
\$448.91
\$76,096.70
\$296,653.13
\$124,443.22
\$42,025.64
\$13,330.86
\$137,537.00
\$24,321,215.42

EXHIBIT A

vote resulted as follows:	econded the Re	esolution and the r	oll being called upon i	ts adoption, the
Mrs. Melanie Davis Mr. Jeremie Pennington Mrs. Kristy Silverwood Mr. Ryan Lee Mrs. Debora Reynolds	Yes Yes Yes Yes Yes Yes Yes	No No No No	•	

CERTIFICATE

Section 5705.39, R.C.— "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate." When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure.

The State of Ohio Wood County, ss.

I, Jenalee Niese, Treasurer of the Board of Education of the Elmwood Local School District in said County, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature	, this 5th da	y of September.	2023.
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District Wood County, Ohio.

EXHIBIT A

September

BOA

EDUCATION

MAINTENANCE WORKER

File 602a

Reports to:

Superintendent and Principals as appropriate Building & Grounds Supervisor

Job Objectives:

Provides expertise and manual skill in the inspection, servicing, and repair of buildings, grounds, equipment, and furnishings.

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Minimum `Qualifications:

High school diploma or GED. Post-secondary training in a trade is desirable.
 Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.).

· Documentation of a clear criminal record.

· Strong organizational, planning, and project skills.

· Multi-school or closely related building maintenance experience.

Proficient in mechanical, electrical, plumbing, carpentry, and masonry trades.

Ability to comply with building codes, safety regulations, and environmental laws.

Proficient in boiler operations, preventative maintenance, and repair procedures.

· Valid driver's license and a satisfactory driving record.

 Available to respond to building and/or service emergencies. May be "On-Call" at any time as needs arise.

Responsibilities and Essential Functions: The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

- Repairs structures, equipment, and furnishings. Installs equipment. Performs preventative maintenance procedures. Consults with the maintenance <u>Building & Grounds</u> supervisor as needed to ensure compliance with building codes.
- Inspects HVAC equipment as directed. Prepares boilers for inspections/shutdown,
- · Responds to building emergencies as requested.
- · Helps deal with unexpected circumstances or pressing district needs as directed.
- Performs general carpentry as directed.

Performs grounds keeping duties. Maintains and prepares equipment for storage.

- Wears appropriate work attire and maintains a neat appearance.
- · Monitors building conditions during working hours. Reports problems / concerns.
- Replenishes consumable supplies to avoid interrupting the regular work schedule.
- · Helps with the receipt of deliveries. Organizes and stores supplies.
- · Assists with snow removal operations.
- Picks-up and delivers equipment, materials, and other supplies as directed.
- · Helps manage building security. Directs visitors to the office.

Checks daily to find out if a school activity requires preparation or clean up. Assists rental groups as directed.

- · Upholds board policies and follows administrative procedures.
- Promotes a favorable image of the school district.
- Keeps the principal supervisor informed about work progress.
- · Complies with safety regulations and environmental laws.
- Prepares and submits reports, records, and inventories as directed.
 Promptly documents all injuries that require a medical referral.
- · Reports student discipline problems, vandalism, and other related concerns.
- Inspects safety equipment (e.g., emergency lights, alarms, etc.) as directed.
- · Acts responsibly to protect district equipment and property.
- · Takes precautions to ensure staff and student safety.
- · Keeps current and shares knowledge about advances in equipment technology.

· Promotes a positive image of the maintenance department.

DISTRICT MAINTENANCE WORKER / SUPERVISOR

· Respects personal privacy. Maintains the confidentiality of privileged information.

Participates in staff meetings and professional growth opportunities as directed.

· Performs other specific job-related duties as directed.

Abilities Required: The following characteristics and physical skills are essential for the successful performance of assigned duties.

Demonstrates professionalism and contributes to a positive work environment.

Performs prescribed activities efficiently with limited supervision.

Reacts productively to interruptions and changing conditions.

Effectively uses verbal, nonverbal, writing, and listening skills.

Organizes tasks and manages time effectively.

· Completes paperwork accurately. Verifies and correctly enters data.

Maintains an acceptable attendance record and is punctual.

· Travels to meetings and work assignments.

Supervisory Responsibility: Under the direction of the superintendent and principal Building & Grounds Supervisor

Working Conditions: Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

 Duties may require balancing, bending, climbing, crouching, kneeling, reaching, standing, and working at various heights.

· Duties may require lifting, carrying, and moving work-related supplies/equipment.

· Duties may require operating and/or riding in a vehicle.

Duties may require operating power-driven equipment.

· Duties may require wearing protective clothing and using safety equipment.

Duties may require working extended, evening, and/or weekend hours.

· Duties may require working under time constraints to meet deadlines.

· Potential for exposure to adverse weather conditions and temperature extremes.

Potential for exposure to air-borne particulates, chemical irritants, combustible materials, electrical hazards, equipment vibrations, noises, and odors.

· Potential for exposure to blood-borne pathogens and communicable diseases.

· Potential for interaction with disruptive and/or unruly individuals.

Performance Evaluation: Job performance is evaluated according to the policy provisions adopted by the Elmwood Local School District Board of Education.

The Elmwood Local School District Board of Education is an equal opportunity employer offering employment without regard to race, color, religion, sex, national origin, age, or disability. This job description summary does not imply that these are the only duties to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operating procedures, productivity factors, and unforeseen events.

3/02

September

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2023

EXHIBIT B

BOA

THE WOOD COUNTY BOARD OF DEVELOPMENTAL DISABILITIES and THE ELMWOOD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

I. PREAMBLE

Whereas, the Wood County Board of Developmental Disabilities (Wood Lane) is authorized pursuant to Ohio Revised Code 5126.05(A)(4) to provide or contract for special education services and ensure that related services are available according to the plan and priorities of such Board,

Whereas, Wood Lane is, pursuant to Ohio Revised Code Sections 3323.021 and 5126.04(D) and (E), electing to participate in the provision of educational services directly or by the contracting for the provision of such services, to the extent and according to the terms indicated in this agreement,

Whereas, Ohio Revised Code 5126.05(C) permits and authorizes county boards of developmental disabilities to enter into contracts and agreements with public or private agencies or organizations of the same or another county to provide facilities, programs, and services authorized or required upon such terms as may be agreeable,

Whereas, the Elmwood Local School District Board of Education desires to participate with Wood Lane in the provision of services upon the terms stated herein,

Therefore, Wood Lane and the Board of Education hereby agree as follows:

II. OBLIGATIONS

- A. The parties agree that Wood Lane will not provide services directly or by contract to any individuals unless Wood Lane has determined the individual to be eligible for its services.
- B. With regard to each child determined eligible in accordance with paragraph II(A) above, Wood Lane agrees to notify the Board of Education of educational planning meetings concerning such child, including all Individual Education Plan ("IEP") conferences. Wood Lane has the right to have a representative attend all such conferences and shall be permitted to be a signatory to any document, such as an IEP, where the resources of Wood Lane may be affected. Provided that this paragraph shall have no effect unless and until Wood Lane has notified the Board of Education that Wood Lane has determined the individual to be eligible for services pursuant to this agreement and that Wood Lane may be providing services to such individual.

C. Wood Lane may charge the Board of Education for services provided by Wood Lane directly or by contract only if the Board of Education agrees in writing to pay for such services. Such agreement may be evidenced by an Exhibit to this contract which shall be affixed hereto and is specifically made a part hereof or, if such agreement is entered into after the effective date of this agreement, such agreement shall be considered an addendum to this agreement and shall be subject to the terms of this agreement.

- D. If Wood Lane intends, during the next school year, to increase the amount it charges for some or all of the services for which the Board of Education has agreed to pay or if Wood Lane intends to cease offering all or part of any services provided, Wood Lane shall notify the Board of Education of such intention no later than the first day of March of the current fiscal year. Wood Lane shall make no changes of the type indicated in this paragraph if such notice is not provided.
- E. If the Board of Education intends to cease obtaining any or all services it obtains from Wood Lane for the next school year or intends to change the type or amount of services it obtains from Wood Lane for the next school year, the Board of Education shall notify Wood Lane of such intention no later than the first day of March of the current fiscal year. The Board of Education shall make no changes of the type indicated in this paragraph if such notice is not provided.
- F. The parties shall collaborate with each other and other applicable government entities to maximize sources of revenue, including federal sources of revenue, in order to provide additional funds for special education services including special education related services. The parties shall document their respective efforts to maximize sources of revenue for special education services and promptly make such documentation available, upon request, to each other.
- G. If the Board of Education is reimbursed by any source for any services provided by Wood Lane during the term of this agreement and if the Board of Education is not otherwise obligated to pay Wood Lane for such services, the Board of Education shall remit to Wood Lane the amount of such reimbursement within 30 days of the receipt of such reimbursement by the Board of Education.
- H. Wood Lane and the Board of Education agree to comply with all applicable federal and state laws and regulations pertaining to services provided by Wood Lane pursuant to this agreement. It remains the Board of Education's legal obligation to provide a free and appropriate education to eligible individuals.

III. FURTHER TERMS

- A. Agreement to be Bound: The parties agree to be bound by all the terms of this agreement including the Preamble thereto.
- B. Term: This agreement shall be effective for the 2023-2024 school year unless extended, modified or terminated as hereinafter provided.

EXHIBIT C

BOARD September

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2023

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- C. Termination: This agreement may be terminated prior to the expiration of the term hereof as follows:
- 1. Termination by Agreement: In the event Wood Lane and the Board of Education shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein.
- 2. Termination for Good Cause: Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible; however, this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give that party thirty (30) days within which to cure such defaults. In the event that the defaults are not cured within the thirty (30) day period, notice in writing shall be given to the defaulting party and this agreement shall terminate ten (10) days from the date of such notice.
- D. Amendment: Modifications; Extensions: This agreement may be amended, modified, or extended by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- E. Notices: All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, or sent, postage prepaid, by between:

Mr. Brent Baer Superintendent Wood Lane School Wood County Board of DD 1921 East Gypsy Lane Road Bowling Green, Ohio 43402

and

Mr. Tony Borton Superintendent Elmwood Local School District 7650 Jerry City Road Bloomdale, Ohio 44817

- F. Entire Agreement: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.
- G. Assignment: Neither party shall assign any rights or obligations under this agreement without the written consent of the other party.

DocuSign Envelope ID: 669A0484-AB40-4700-81F5-AE2B1CF5F399

- H. Governing Law: The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
- I. Legal Construction: In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- J. Signature Indicates Authorization: The below individuals state that they have been duly and lawfully authorized to sign this agreement and to bind by their signature Wood Lane or the Board of Education as the case may be.

IV. SIGNATURE

For Wood Lane:			
Butc. Boer	Wood County Board of DD	8/28/2023	
Brent Baer	Superintendent	Date	
For the Board of Education:	***		
Docusigned by:	Superintendent	8/28/2023	
Tony Borton	Superintendent	Date	

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EXHIBIT C continued

September

2023

BOARD

ELMWOOD BOARD OF EDUCATION Sentember 5, 2023

September 5, 2023

EXHIBIT C continued

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AGREEMENT BETWEEN WOOD LANE AND THE ELMWOOD LOCAL SCHOOL DISTRICT

EXHIBIT ONE

Wood Lane agrees to provide an educational placement and related services, as such are defined in Ohio Revised Code, to the following eligible student(s) with multiple disabilities (as that term is used in Title 33 of the Ohio Revised Code)

Address DOB

One on One Student Attendant, if needed per IEP, will be employed by the Wood County Educational Service Center or the Board of Education. Substitutes for One on One Student Attendants, if needed, will be employed by Wood Lane. Cost of substitutes will be reimbursed to Wood Lane by the Board of Education.

(2)(28/28/2023

Initialed and Dated by Wood Lane

15 8/28/2023 Initialed and Dated by Board of Education