

ELMWOOD LOCAL SCHOOLS BOARD OF EDUCATION

Regular Meeting – Monday, March 13, 2023 / 5:30 p.m.

Elmwood Schools Auditeria

Bloomdale, Ohio 44817

Board minutes are not official until approved at the April 10, 2023 Board of Education meeting.

Roll: Time 5:30 pm

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

Call to Order

At this time, the meeting was called to order.

Pledge of Allegiance

48-23

Acceptance of Minutes of Previous Meeting:

- Regular Meeting, February 13, 2023

Motion by Mr. Pennington Seconded by Mrs. Davis

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

Adjustment of Proposed Agenda for Tonight's Meeting

Superintendent Barton made any changes to the agenda at this time.

Superintendent's Recognition and Updates

- Student of the Month – Ty Traxler
January 2023 – Zach May February 2023 - Abigail Allison

Hearing of the Public

- Girls Wrestling – Jen Minich, Rilynn Kinder, Angel Bechstein, Tara Butler, Lylah Gheen, Triniti Bechstein, Natasha Woodruff, Conner Hubbard, David Lee
- Minutes – Shelley Lee

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

TREASURER'S REPORTS

Financial

49-23

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

Motion by Mr. Pennington Seconded by Mrs. Davis

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

ELMWOOD BOARD OF EDUCATION

March 13, 2023

50-23

It is recommended to adopt the resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the county auditor. (Exhibit A)

Motion by Mr. Pennington Seconded by Mrs. Silverwood

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

51-23

It is recommended to approve the Wayne Public Library Annual Appropriations for the fiscal year ending December 31, 2023 (Exhibit B)

Motion by Mrs. Davis Seconded by Mr. Pennington

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

52-23

It is recommended that the resolution declaring the necessity to levy the renewal of an income tax (1/2%) be approved. (Exhibit C)

Motion by Mr. Pennington Seconded by Mrs. Davis

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

53-23

It is recommended that the resolution declaring the necessity to levy the renewal of an income tax (3/4%) be approved. (Exhibit D)

Motion by Mrs. Davis Seconded by Mrs. Silverwood

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

SUPERINTENDENT'S RECOMMENDATIONS & REPORTS

54-23

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 2022-2023 school year.

- b) It is recommended that the following donations be accepted:

<u>Donator</u>	<u>Recipient</u>	<u>Amount</u>
St Paul Lutheran Church – Women's Group	Food Pantry & Student Lunch Accounts	\$500.00 each (\$1,000.00 total)

- c) It is recommended that the revisions to the 3rd grade report card be approved. (Exhibit E)
- d) It is recommended that participation in the Interdistrict Open Enrollment Policy be continued for the 2023-2024 school year. (Exhibit F)
- e) It is recommended that Board Policy #7540 – Acceptable Use, E-Mail, & Internet Safety Policy, be approved for the 2023-2024 school year. (Only minor technical changes)

Motion by Mr. Pennington Seconded by Mrs. Davis

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

ELMWOOD BOARD OF EDUCATION
March 13, 2023

Action Agenda

55-23

It is recommended that the following resignations/retirements be accepted.

Sandra Brunswick – HS Teacher – effective May 31, 2023

LeeAnn Smith - Student Attendant/Aide – effective June 1, 2023

Motion by Mr. Pennington Seconded by Mrs. Silverwood

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

56-23

It is recommended to hire Brian Oestreich as a student attendant for the 2022-2023 5th grade camp at a cost of \$100 per day (3 days).

Motion by Mrs. Davis Seconded by Mr. Pennington

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

57-23

It is recommended that the following individuals be approved for supplemental positions for the 2022-2023 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

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Chris Hailey	Assistant Track Coach (1/2 contract)	Step 16
Kevin Mermin	Assistant Track Coach (1/2 contract)	Step 0
Jordan Andrich	Assistant Track Coach	Step 0

Middle School

<u>Name</u>	<u>Position</u>	<u>Salary</u>
Gary Leshner	MS Assistant Track Coach	Step 0

Motion by Mr. Pennington Seconded by Mrs. Davis

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

58-23

It is recommended to approve the Master Services Agreement between Specialized Education of Ohio, Inc. and the Elmwood Local School District for a student placement for the remainder of the 2022-2023 school year. (Exhibit G)

Motion by Mr. Pennington Seconded by Mrs. Davis

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

ELMWOOD BOARD OF EDUCATION

March 13, 2023

59-23

It is recommended that the following individual be issued a One Year, as needed, classified contract, effective July1, 2023 - June 30, 2024.

Name	Building	Tentative Placement	Step/Rate
Gail Amos	District	Cafeteria – 2.5 hrs	Step 0

Motion by Mr. Pennington Seconded by Mrs. Davis

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

60-23

It is recommended that the following individual be hired for a certified position for the 2023-2024 school year as indicated below, pending BCII/FBI and verification of employment, certification/licensure, and transcripts.

Name	Tentative Placement	Contract	Column/Step
Elizabeth Kellermeyer	HS Spanish	One-Year Limited, 2023-2024	BAS150/10

Motion by Mr. Pennington Seconded by Mrs. Silverwood

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

61-23

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

Name	Position	Salary
Ty Traxler	Head Boys Basketball Coach	Step 23
Jason Barringer	Head Girls Basketball Coach	Step 8
Nick Davis	Head Wrestling Coach	Step 8

Motion by Mr. Pennington Seconded by Mrs. Davis

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

62-23

It is recommended that the contract with the Clark County Educational Service Center for Title IX Services, for the remainder of the 2022-2023 school year and the 2023-2024 school year, be approved on an as needed basis.

Motion by Mr. Pennington Seconded by Mrs. Davis

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

ELMWOOD BOARD OF EDUCATION

March 13, 2023

63-23

It is recommended to approve continued services between Life Path (an Employer Services by Independence Health) / Wood County Hospital and the Elmwood Local School District for a School Nurse for the 2023-2024 school year, for \$ 97,650.00.

Motion by Mr. Pennington Seconded by Mrs. Silverwood

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

64-23

It is recommended that the Board authorize continued membership in the Ohio High School Athletic Association for the High School and Middle School for the 2023-2024 school year. In authorizing this, it is agreed that these schools will conduct their athletic programs in accordance with the constitution, bylaws, regulations, interpretations, and decisions of the Ohio High School Athletic Association. There is a membership fee of \$50 per sport. (Elmwood has 13 sports)

Motion by Mrs. Davis Seconded by Mr. Pennington

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

65-23

It is recommended to approve the continued partnership between the Wood County Sheriff Dept. and Elmwood Local Schools to place an SRO/DARE officer in our district full time. Our cost for this partnership for the 2023-2024 school year is \$33,000. In addition, it is recommended to contract for additional hours of deputies present in the building on an as needed basis.

Motion by Mrs. Davis Seconded by Mrs. Silverwood

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

Building Reports

High School

- Congratulations to Krysteena Lawrence for being selected as a finalist for the coveted Golden Owl Award. She was one of 10 ag teachers in the state selected as a finalist for this award which recognizes the most outstanding ag educator in the state!
- Congratulations to senior Julia Gross who was recognized as a semifinalist for the prestigious National Honor Society Scholarship! Only 575 recipients nationwide are selected as a semifinalist and 24 will be selected as finalists.
- On March 8th, our juniors attended the Wood County Career Premier job fair at the Wood County Fairgrounds.
- Our musical this year is "Schoolhouse Rocks Live" and will be March 17-19.
- End of Course testing this year will be on the following dates... ELA April 19-20th, Algebra/Geometry April 26-27th, History/Government May 2nd, Biology May 3rd.
- Spring Break will be March 27th-March 31st.
- Cheerleading – Game Day 1st / Non-tumbling 3rd
- State Indoor Track – Anna Barber weight throw 1st, Jackson Childress shot put 8th
- State Wrestling – Cannon Endicott 5th

Middle School

- State AIR testing dates and times have been established and communicated with staff, parents, and students. We are collaborating more with EHS to streamline this process for both buildings
- The 5/6 grade quiz bowl championships were hosted by Elmwood (Mrs. Laborie) again on Wednesday March 8th. The 5/6 grade quiz bowl team placed 2nd in the championships.
- The 7/8 grade quiz bowl championships were hosted by Elmwood (Mrs. Smith) again on Thursday March 9th.

ELMWOOD BOARD OF EDUCATION

March 13, 2023

Building Reports continued

Middle School

- Congratulations to both the 7th grade girls basketball team and the 8th grade boys basketball team for winning the NBC basketball championships! The 7th grade girls were coached by Jeff Daniels and the 8th grade boys were coached by Jason Engel. The teams were comprised of the following members:
- 7th Girls Basketball: Amelia Marsh, Isabela Olivarez, Maddy Campbell, Mack Casey, Bristol Evans, Anna Burrell, Chloe Meyer, Brenlyn Nagel, Addyson Barton, Holly Siek, Hannah Baker, Kennedy Puckett, Reagan Delamare, Kate Strausbaugh
- 8th Boys Basketball: Mason Wiener, Jackson Stearns, Daniel Healey, Mason Wagner, Owen Traxler, Brody Sanchez, Kayden Lindquist, Kason Hammer, Brayden Mendoza, Ethan Johnson, Garrett Harrison, Josiah O'dell, Tony Morelock
- The 5th grade wax museum took place Friday March 3rd, and again, was a big hit that was well attended by the public. All of the students are to be commended for doing a great job with their projects!
- The PBIS/ROAR committee met February 28th to evaluate this year's program and tweak next year's program.
- EMS student council, led by Betsy Bringman and Natalie Genson hosted the middle school dance successfully Friday February 24th. Fun was had by all and the students were well-behaved.
- Track practices have started

Elementary

- Select students in grades K-4 participated in a PBIS glow party on March 6th.
- High school students met with their elementary home room buddies on March 10th.
- PTO Royal Citizens for March are: Jaymie Walter, Hazel Lafontaine, Conner Depew, Lowen Benschoter, London Stafford, Charlie Wagner, Michael Laird, Kaylee Moser, Sidney DeLamatre, Starlito Gonzales, De'Nico Gonzales, Stella Schramko, Emilliano Gonzales, Gavin Schalk, Braylon Devries, Avery Bishop, Verlin Mohler, Piper Stearns, Violet Pierce, Charlotte Armentrout, Gabriel Olivarez.

Legislative Update

Committee Reports- Athletic Boosters, PTO

Board Member Comments

The next Board meeting is scheduled for Monday, April 10, 2023 at 5:30 pm in the Elmwood Schools Auditeria

66-23

Adjournment – Time 6:16 pm

Motion by Mr. Pennington Seconded by Mrs. Davis

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

Jenalee Niese, Treasurer

Ryan Lee, Board President

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

The Board of Education of the _____ Wood County, Ohio, met in (regular or special) session on the _____ day of _____, 2023, at the office of _____ with the following members present:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing July 1st, 2024; and

RESOLVED, By the Board of Education of the _____
School District, Wood County, Ohio, that the amounts and rates, as determined by the Budget Commission in its
certification, be and the same are hereby accepted; and be it further

and be it further

_____seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Treasurer, Board of Education of _____

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

SCHEDULE B
Levies outside 10 mill limitation, Exclusive of Debt Levies

GENERAL FUND	MAXIMUM RATE AUTHORIZED TO BE LEVIED	AUDITOR'S ESTIMATE OF YIELD OF LEVY
Current Expense Levy Authorized by voters in 1978 for not to exceed _____ years. CONT.	19.60	4,565,547.
Current Expense Levy Authorized by voters in 1978 for not to exceed _____ years. CONT.	5.00	1,165,395.
Current Expense Levy Authorized by voters in 1985 for not to exceed _____ years. CONT.	6.00	1,445,518.
Current Expense Levy Authorized by voters on for not to exceed _____ years.		
Current Expense Levy Authorized by voters on for not to exceed _____ years.		
Classroom Facility: Authorized by voters on 11/7/2000 for not to exceed <u>23</u> years. 2000-2022	0.50	122,406.6
Special Levy Fund: Levy Authorized by voters for not to exceed _____ years.		
Fund: Levy Authorized by voters on _____ for not to exceed _____ years.		

EXHIBIT A

ELMWOOD BOARD OF EDUCATION
March 13, 2023

ELMWOOD BOARD OF EDUCATION

March 13, 2023

EXHIBIT A continued

CERTIFICATE OF COPY

Original on File

The State of Ohio, Wood County, ss.

I, _____, Treasurer of the Board of Education of the
_____ School District, in said County, and in whose custody the
Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do
hereby certify that the foregoing is taken and copied from the original _____

_____ now on file with said Board, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this day of _____, 2023.

Treasurer of the Board of Education of
_____ School District
Wood County, Ohio

EXHIBIT B

WAYNE PUBLIC LIBRARY 2023

	Appropriations	Encumbered Amount	Unencumbered Balances
110-299 Salaries & Benefits			
110-1110 Director & Manager	120,000.00		120,000.00
110-1140 Technical / Clerks 1 & 2	90,000.00		90,000.00
110-1160 Custodial Service	3,200.00		3,200.00
110-1180 Fiscal Officer	7,200.00		7,200.00
211-1410 OPERS	25,000.00		25,000.00
213-0000 Medicare	3,500.00		3,500.00
223-0000 Dental Insurance	800.00		800.00
225-0000 Workers' Compensation	500.00		500.00
291-0000 Unemployment Benefits	1,000.00		1,000.00
299-0000 Other - Employee Fringe Benefits	250.00		250.00
Total Salaries & Benefits	251,450.00	0.00	251,450.00
310-390 Purchased & Contracted Services			
311-0000 Dues & Fees	100.00		100.00
312-0000 Travel & Meeting Expense	100.00		100.00
321-0000 Telephone	3,000.00		3,000.00
322-0000 Postage	300.00		300.00
324-0000 Printing	300.00		300.00
325-0000 Advertising	480.00		480.00
329-0000 Communications, Printing, Publicity	500.00		500.00
331-0000 Maintenance & Repair on Facilities	5,000.00		5,000.00
332-0000 Maintenance & Repair on Equipment	5,000.00		5,000.00
333-0000 Securities	725.00		725.00
334-0000 Trash Removal	350.00		350.00
339-0000 Property Maint, Repair & Security Svc	1,000.00		1,000.00
339-3350 Other - Cleaning & Janitorial Svc	1,000.00		1,000.00
341-0000 Property Insurance Premiums	4,500.00		4,500.00
343-0000 Fidelity Bond Premiums	175.00		175.00
351-0000 Rents & Leases	500.00		500.00
359-0000 Other Rents & Leases	1,000.00		1,000.00
361-0000 Electricity	6,000.00		6,000.00
362-0000 Water & Sewage	1,000.00		1,000.00
363-0000 Natural Gas	3,000.00		3,000.00
371-0000 Auditing Services	0.00		0.00
372-0000 Uniform Accounting Network Fees	3,000.00		3,000.00
373-0000 Tax Collection Fees	15,000.00		15,000.00
374-0000 Engineering Services	10,000.00		10,000.00
379-0000 Other-Professional Services	5,000.00		5,000.00
380-0000 Other-Purchased & Contracted Services	5,000.00		5,000.00
Total Purchased & Contracted Services	72,030.00	0.00	72,030.00
410-419 Library Material & Information			
411-0000 Books & Pamphlets	25,000.00		25,000.00
412-0000 Periodicals	1,500.00		1,500.00
413-0000 Audiovisual Materials	5,000.00		5,000.00
414-0000 Computer Services and Information	5,000.00		5,000.00
419-0000 Other-Library Materials & Information	500.00		500.00
Total Library Material & Information	37,000.00	0.00	37,000.00
451-459 Supplies			
451-0000 General Administrative Supplies	5,000.00		5,000.00
452-0000 Property Maint, Repair Supplies & Parts	3,500.00		3,500.00
459-0000 Other - Supplies - Regular Read Program	2,000.00		2,000.00
459-2150 Other-Computerization Supplies	1,000.00		1,000.00
459-2800 Other-Supplies- Summer Read Program	2,000.00		2,000.00
Total Supplies	13,500.00	0.00	13,500.00

	Appropriations	Encumbered Amount	Unencumbered Balances
510-519 Other Objects			
510-0000 Dues & Memberships	2,000.00		2,000.00
520-0000 Taxes and Assessments	25.00		25.00
550-0000 Refunds & Reimbursements	500.00		500.00
550-7599 Other Refunds-Meeting Room	200.00		200.00
590-0000 Miscellaneous Expenses	500.00		500.00
590-7599 Other-Miscellaneous Expenses	200.00		200.00
Total Other Objects	3,425.00	0.00	3,425.00
710-790 Capital Outlay			
720-0000 Land Improvement			
730-0000 Buildings			
740-0000 Building Improvements			
750-0000 Furniture & Equipment	5,000.00		5,000.00
750-5550 Furniture & Equipment- t Replacement	2,000.00		2,000.00
790-5530 Other-Capital Outlay-Computer Equipment	8,000.00		8,000.00
790-5900 Other Capital Outlay-Miscellaneous	2,000.00		2,000.00
Total Capital Outlay	17,000.00	0.00	17,000.00
930-0000 Contingencies	77,079.92		77,079.92
Total General Fund	471,484.92	0.00	471,484.92
Capital Project Fund			
331-0000 Maintenance & Repair Facilities	10,000.00		10,000.00
331-0000 Maintenance & Repair Equipment	10,000.00		10,000.00
374-0000 Engineering Services	20,000.00		20,000.00
450-0000 Supplies	4,100.00		4,100.00
720-0000 Land Improvement	25,000.00		25,000.00
730-0000 Buildings	25,000.00		25,000.00
740-0000 Building Improvements	200,000.00		200,000.00
750-0000 Furniture & Equipment	50,000.00		50,000.00
Total Capital Project Fund	344,100.00	0.00	344,100.00
Grand Total	815,584.92	0.00	815,584.92

EXHIBIT B

ELMWOOD BOARD OF EDUCATION March 13, 2023

EXHIBIT C

The Board of Education of the Elmwood Local School District, Counties of Wood and Hancock, Ohio, met in _____ session at _____ p.m., on the 13th day of March, 2023, at _____, Elmwood, Ohio, with the following members present:

_____ moved the adoption of the following resolution:

ELMWOOD LOCAL SCHOOL DISTRICT

RESOLUTION NO. _____

RESOLUTION DECLARING THE NECESSITY OF RAISING
\$902,950 ANNUALLY FOR SCHOOL DISTRICT PURPOSES

WHEREAS, the Board of Education desires to renew its existing one-half percent (0.50%) School District income tax.

BE IT RESOLVED by the Board of Education of the Elmwood Local School District (the "School District"):

SECTION 1. That pursuant to the provisions of Section 5748.02 of the Ohio Revised Code as enacted in Substitute Senate Bill 28 of the 118th General Assembly (the "Act"), and as amended, it is necessary to raise \$902,950 for School District purposes (as defined in the Act). The income that is to be subject to the tax is taxable income of individuals and estates as defined in divisions E(1)(a) and (2) of Section 5748.01 of the Ohio Revised Code.

SECTION 2. That pursuant to such Section 5748.02, this Board of Education hereby applies to the Tax Commissioner of the Ohio Department of Taxation to estimate the property tax rate that would have to be imposed by the School District in the current year to produce the amount set forth in SECTION 1 hereof and to estimate the income tax rate that would have had to have been in effect for the current year as a School District income tax to produce the amount set forth in SECTION 1 hereof. The certification is requested for the election to be held on November 7, 2023.

SECTION 3. That the Treasurer of this board is hereby directed to certify immediately to the Tax Commissioner of the Ohio Department of Taxation a copy of this resolution.

SECTION 4. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

_____ seconded the motion, and the roll being called upon the question of adoption of the resolution the vote resulted as follows:

AYE:

NAY:

ADOPTED this 13th day of March, 2023.

Treasurer

Prepared By: *Dinsmore & Shohl LLP*

29508263

EXHIBIT C

ELMWOOD BOARD OF EDUCATION
March 13, 2023

ELMWOOD BOARD OF EDUCATION
March 13, 2023

EXHIBIT C continued

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 13th day of March, 2023, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Treasurer

CERTIFICATE

The undersigned hereby certifies that a true and correct copy of the foregoing resolution was filed with the Tax Commissioner of the Ohio Department of Taxation on the ____ day of March, 2023.

Treasurer

Dated: March ____, 2023

29108263

EXHIBIT D

The Board of Education of the Elmwood Local School District, Counties of Wood and Hancock, Ohio, met in _____ session at _____ p.m., on the 13th day of March, 2023, at _____, Elmwood, Ohio, with the following members present:

_____ moved the adoption of the following resolution:

ELMWOOD LOCAL SCHOOL DISTRICT

RESOLUTION NO. _____

RESOLUTION DECLARING THE NECESSITY OF RAISING
\$1,369,644 ANNUALLY FOR SCHOOL DISTRICT PURPOSES

WHEREAS, the Board of Education desires to renew its existing three-quarter percent (0.75%) School District income tax.

BE IT RESOLVED by the Board of Education of the Elmwood Local School District (the "School District"):

SECTION 1. That pursuant to the provisions of Section 5748.02 of the Ohio Revised Code as enacted in Substitute Senate Bill 28 of the 118th General Assembly (the "Act"), and as amended, it is necessary to raise \$1,369,644 for School District purposes (as defined in the Act). The income that is to be subject to the tax is taxable income of individuals and estates as defined in divisions E(1)(a) and (2) of Section 5748.01 of the Ohio Revised Code.

SECTION 2. That pursuant to such Section 5748.02, this Board of Education hereby applies to the Tax Commissioner of the Ohio Department of Taxation to estimate the property tax rate that would have to be imposed by the School District in the current year to produce the amount set forth in SECTION 1 hereof and to estimate the income tax rate that would have had to have been in effect for the current year as a School District income tax to produce the amount set forth in SECTION 1 hereof. The certification is requested for the election to be held on November 7, 2023.

SECTION 3. That the Treasurer of this board is hereby directed to certify immediately to the Tax Commissioner of the Ohio Department of Taxation a copy of this resolution.

SECTION 4. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

_____ seconded the motion, and the roll being called upon the question of adoption of the resolution the vote resulted as follows:

· AYE:

NAY:

ADOPTED this 13th day of March, 2023.

Treasurer

Prepared By: *Dinsmore & Shohl LLP*

29507833

EXHIBIT D

ELMWOOD BOARD OF EDUCATION
March 13, 2023

ELMWOOD BOARD OF EDUCATION
March 13, 2023

EXHIBIT D continued

PECK, SHAFER & WILLIAMS LLP

Page 4

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 13th day of March, 2023, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Treasurer

CERTIFICATE

The undersigned hereby certifies that a true and correct copy of the foregoing resolution was filed with the Tax Commissioner of the Ohio Department of Taxation on the ____ day of March, 2023.

Treasurer

Dated: March ____, 2023

29507855

ELMWOOD BOARD OF EDUCATION
March 13, 2023

EXHIBIT E

READING ACHIEVEMENT EFFORT	1	2	3	4
Reads fluently in meaningful phrases				
Uses a variety of word-solving strategies to read for meaning (i.e. language structure, letter and sounds, vocabulary development, information from text).				
Demonstrates comprehension by responding to text through retellings, predictions, summaries, discussions research and activities.				

WRITING ACHIEVEMENT EFFORT	1	2	3	4
Develops and organizes ideas - topics with supporting details and concluding sentence.				
Applies spelling strategies in written work.				
Edits to improve sentence fluency, grammar and usage.				
Writes legibly (e.g. letter formation, spacing, margins).				

NUMERACY ACHIEVEMENT EFFORT	1	2	3	4
Number, number sense and operations				
Knows addition/subtraction facts				
Knows multiplication/division facts				
Measurement				
Geometry and spatial sense				
Patterns, functions and algebra				
Data analysis				

An X means subcategory taught				
SOCIAL STUDIES ACHIEVEMENT	1	2	3	4
History				
People in Societies				
Geography				
Economics				
Government				
Citizenship				

An X means subcategory taught				
SCIENCE ACHIEVEMENT	1	2	3	4
Physical Sciences				
Life Sciences				
Earth Sciences				
Science and Technology				

PERSONAL ACHIEVEMENT	1	2	3	4	Final
Completes quality assignments or homework					
Demonstrates effort and a positive attitude					
Is courteous and respectful					
Follows school and classroom rules					
Accepts responsibility for actions					
Uses time wisely; works independently					
Works cooperatively within a group					
Displays organizational skills					

Teacher Comments

1 st	
2 nd	
3 rd	
4 th	

End of Year Placement	
Promoted	
Placed	
Retained	

Elmwood Local School District
ELMWOOD ELEMENTARY SCHOOL

Third Grade Report Card

Student	Grade	03
Teacher	Diana Hoffman	
Principal	Mt. Gary Dulle	Year 22/23

Achievement Scale	
A = 92-100	
A- = 90-91	
B+ = 88-89	
B = 82-87	
B- = 80-81	
C+ = 78-79	
C = 72-77	
C- = 70-71	
D+ = 68-69	
D = 62-67	
D- = 60-61	
F = 0-59	
* Intervention Needed	

Attendance				
Absent				
Lardy				

ELMWOOD LOCAL SCHOOL DISTRICT
INTER-DISTRICT OPEN ENROLLMENT (For students living outside the Elmwood LSD)

EXHIBIT F

1. I, the parent/guardian, have read and understand that I must re-apply yearly for inter-district transfers (May 1 (beginning at 8:00 a.m.) or the first subsequent business day thereafter through May 31 (ending at 4:00 p.m.) or the prior business day before.); and that if I do not re-apply, my child will return to and attend his/her home district school. I also have read and understand that applying is not a guarantee of inter-district transfer and the application may be denied. Initial: _____
2. I, the parent/guardian, understand that I must enroll at my child's district of residence before being eligible for inter-district open enrollment. (Primarily for kindergarten students) Initial: _____
3. I, the parent/guardian, have read and understand that I will be notified of the Superintendent's decision during the week prior to school starting (typically the third week of August). Initial: _____

This is my child's:

____ First Year Application for Inter-District Open Enrollment for anticipated grade ____ next school year.

____ Yearly Re-Application for Inter-District Open Enrollment for anticipated grade ____ next school year.

____ Request to remain at Elmwood due to moving out-of-district during the current school year: grade ____

STUDENT NAME _____ DATE OF BIRTH _____

SOCIAL SECURITY NUMBER _____ MALE _____ FEMALE _____

Ethnic Group: _____ White, Non-Hispanic _____ Black or African American (Non Hispanic) _____ Hispanic/Latino _____ Asian
_____ American Indian or Alaskan Native _____ Native Hawaiian or Pacific Islander _____ Multiracial

SCHOOL DISTRICT OF RESIDENCE YOU LIVE IN _____

SCHOOL BUILDING PRESENTLY ATTENDING _____ CURRENT GRADE LEVEL _____

Please indicate if the student *has ever received* or is currently receiving special education services, i.e. IEP, 504... in child's previous educational experience. Attach most current IEP and/or other pertinent documentation.

☐ Specific Learning Disability ☐ Developmental Handicapped ☐ Severe Behavior Disability

☐ Speech Therapy ☐ Multiple Handicapped

☐ Other (Specify i.e. health, hearing, visual, 504, Title I Remedial...)

If no to the above, please indicate if any process for special needs services has been initiated for this student. ____ Yes ____ No

If for high school, list desired courses _____; _____; _____; _____; _____;

Has the student been expelled or suspended (or suspension/expulsion has been initiated) with the last 12-month period? ____ Yes ____ No

If the transfer is granted, can you provide transportation for your child? ____ Yes ____ No

PARENT / GUARDIAN NAME _____

ADDRESS _____ CITY _____ ZIP _____

(Please submit proof of residency with this application. i.e. lease agreement, purchase agreement, current electric / gas bill with custodial parent's name & the address.)

TELEPHONE # (Home) _____ TELEPHONE # (Work) _____

Parent/Guardian Signature _____ Date: _____

No student shall be denied admission to the Elmwood Local School District or to a particular course or instructional program for reasons of race, color, national origin, sex, handicap, or any other basis of unlawful discrimination.

(For Office Use Only)	
Form received in superintendent's office by _____	Date _____ Time _____
APPROVED _____	DENIED _____
REASON(S) _____	Building Assignment: _____ H.S. _____ M.S. _____ ELEM _____
SIGNATURE OF OFFICIAL _____	Proof of Residency supplied _____
Updated 3/14/22	

ELMWOOD LOCAL SCHOOL DISTRICT
INTER-DISTRICT OPEN ENROLLMENT GUIDELINES

The Elmwood Board of Education will participate in an Inter-district Open Enrollment Program as prescribed by Senate Bill 140 and the Ohio Department of Education Rule 301-48-02. This program shall be in effect for the present school year and shall include all districts in the State of Ohio.

Guidelines for an inter-district student transfer into the Elmwood Local School District are based on the criteria established by the Elmwood Board of Education. These guidelines are consistent with Ohio Revised Code 3319-98.

GUIDELINES:

- A. Any application for inter-district student transfer must be submitted to the superintendent's office in the student's district of residence. A copy of that application must also be sent to the superintendent's office at the Elmwood Local Schools between May 1 (beginning at 8:00 a.m.) or the first subsequent business day thereafter through May 31 (ending at 4:00 p.m.) or the prior business day before. Applications will be considered on a first-come, first serve basis with the assurance that Elmwood residents will not be displaced. Applications will be acted on by the Superintendent of Schools the week prior to school starting (usually the third week of August). Parents of students requesting enrollment into the Elmwood Local Schools must indicate acceptance of transfer or the acceptance may be void.
- B. A separate application must be submitted for each student who would like to be considered for inter-district open enrollment. The application process must be repeated each school year.
- C. All approved transfers are in effect for the present school year only, and may be discontinued at the discretion of the Elmwood Board of Education in subsequent years.
- D. No interdistrict transfer will be permitted if the enrollment of a grade level being requested exceeds the following:
- | Grade | School | Enrollment Limit |
|-------|------------------------|--|
| K-2 | All Elementary Schools | Average 20 students per homeroom (80 students per grade level) |
| 3-5 | All Elementary Schools | Average 23 students per homeroom (92 students per grade level) |
| 6-8 | Middle School | Average 25 students per section in the core area subjects of social studies, mathematics, science, English |
| 9-12 | High School | Average 25 students per section in the core area subjects of social studies, mathematics, science, English |
- E. No student accepted by the Elmwood Local Schools will be displaced should enrollment exceed the limits established in guideline D during the year of acceptance.
- F. The Elmwood Local Schools will not be required to institute any special needs programs, either low or high incidence, to serve potential transfer students. If a student is evaluated for special needs placement after he/she is accepted as an inter-district transfer student, representatives from the district of residence will be invited to participate in all evaluation team and placement meetings. The sending or home school district is ultimately responsible for ensuring that the special needs student is appropriately served in accordance with local, state, and federal mandates.
- G. When student enrollment has reached or exceeded 80% of capacity in district special needs programs, a qualifying student from another district will not be considered for an inter-district transfer request.
- H. Applicants may be rejected if the racial balance of either the sending or receiving district would be negatively impacted.
- I. The Elmwood Local School District will not accept responsibility for transportation of students from other school districts, unless deemed practical by the superintendent of schools.
- J. The Elmwood Local School District may deny enrollment to students who have been suspended or expelled for ten or more consecutive days in a current term, or the immediately preceding term.
- K. When a student wishes to attend the joint vocational school (Penta) serving the receiving district (Elmwood), the administration of the joint vocational school shall be contacted to ascertain the availability of the desired program before enrollment is granted.
- L. Ohio Athletic Association Eligibility Guidelines will be in effect for all inter-district open enrollment students.
- M. Preference will be given to those students and their families who were accepted during the previous school year.
- N. Students who reside in the Elmwood School District and move from the district during the course of the school year may apply to remain at Elmwood for the remainder of the current school year. Application will have to be made for the next school year to continue as open enrollment.

Revised 3/14/2022

ELMWOOD BOARD OF EDUCATION
March 13, 2023

EXHIBIT F

MASTER SERVICES AGREEMENT

between Specialized Education of Ohio, Inc.
and Elmwood Local Schools
for RSY & ESY of 2023-2024 at High Road School of Findlay

This Master Service Agreement is dated March 6th, 2023 ("Effective Date"), between Specialized Education of Ohio, Inc. ("SESI") that owns and operates High Road School of Findlay, an approved nonpublic, private special education school in Ohio and Elmwood Local Schools, 7650 Jerry City Rd., Elmwood, Ohio, 44817, United States (referred to herein as "District," even in instances where the counterparty refers to itself as "Board") ("Agreement").

WHEREAS, SESI owns and operates High Road School of Findlay that serves students with a wide range of special education classifications, primarily students with emotional disabilities and students with multiple disabilities (the "School"); and

WHEREAS, the District desires to refer District students to the School whose Individualized Education Plan ("IEP") have identified the Program as an appropriate placement (each a "Student"); and

WHEREAS, this parties have agreed to enter into a master set of terms and conditions that will govern the Services (defined below) as outlined in each student enrollment form.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as "Student" or "Students") as set forth on the Student-specific enrollment form and the Students' IEP (collectively the "Services"). The enrollment form will set forth the tuition and related services fees for each Student, in accordance with Schedule 1, Fee Schedule, attached to this Agreement ("Enrollment Form").
2. Term and Termination. The term of this Agreement will begin on the March 6th, 2023 and end on the July 31st, 2023 unless otherwise extended in writing by the parties ("Term"). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement or a Student Enrollment Form at any time. Upon termination, SESI will charge Tuition up to and including the date of Student withdrawal from the School.
3. Distance Learning. When due to government mandated closures or unforeseen circumstances that prevent SESI from conducting in-person classes, SESI may deliver the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.

4. General Supervision of Services. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services provided to the Students, invoices issued to the District and payments made to SESI during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the Department of Education. SESI shall allow the District or the Ohio Department of Education to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.
5. Fee. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on each Enrollment Form (hereinafter collectively referred to as "Tuition"). The Student-specific Services listed in each Enrollment Form are pursuant to each Student's IEP. If the referred Student's IEP requirements are changed during the Term, the Services and Tuition, as described in the Enrollment Form, will change and will be automatically incorporated into such Student Enrollment Form upon approval of the revised Student IEP, by the District and Student parent/guardian.
6. Invoicing and Payment. SESI will invoice the District monthly for Tuition by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Tuition during the Term regardless of the actual attendance of the Student.
 During the 2022-2023 School Year, the District agrees to pay Provider a monthly education fee in accordance with the scheduled contained on the Enrollment Form for each student ("Tuition"). The cost for monthly Tuition will be as follows:
 a. \$3,245.50 for each month or part of a month a student is enrolled in an Academic Model classroom.
7. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services including student privacy laws including the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The School is non-public and maintains licenses and certifications as required by Ohio law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
8. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by applicable state laws and regulation.
9. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
10. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
11. Indemnification and Limitation of Liability. To the extent permitted under law:

EXHIBIT G continued

a. District agrees to indemnify SESI and its officers, directors and employees ("SESI Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("SESI Losses") to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;

b. SESI agrees to indemnify District and its officers, directors and employees ("District Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("District Losses") to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.

c. Claims. If a claim for indemnification (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

d. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the total amount of fees paid to SESI under this Agreement. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.

12. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.

13. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.

14. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District:	For SESI
Elmwood Local Schools 7650 Jerry City Rd., Elmwood, Ohio, 44817, United States Attention: Director of Special Education	Specialized Education of Ohio, Inc. PO Box 444 Elmsford NY 10523. Attention: Region Vice President With a copy to SESI General Counsel at the address above.

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

15. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Ohio.

16. Student Lunch. When the District has an enrolled student in an out-of-District placement, the District remains responsible for ensuring that lunches are available to the student even if the approved special education school does not participate in the National School Lunch Program. The same principle of access to meals applies if a student with disabilities would have been eligible to participate in a school breakfast program at the school the student would have attended if the student had not been placed out-of-District. Documentation related to free or reduced-price meal benefits, including meal benefit applications, must be maintained by the District or approved private special education school claiming meal reimbursement. Approved private special education schools and collaboratives will review the free and reduced lunch student list with the District annually including the availability of meals to students who are publicly funded and placed at their facilities. If a school does not provide access to meals, approved special education school or collaborative leaders must contact the District to discuss arrangements that may be made to meet their mutual responsibility.

17. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.

18. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

Elmwood Local Schools

Name:

Title:

Date:

Specialized Education of Ohio, Inc.

Name:

Title:

Date:

SCHEDULE 1

High Road School of Findlay Fee Schedule

Rates are in US Dollars

High Road School of Findlay
2022-2023 Fee Schedule

Service	Cost
Academic Tuition (prorated per month enrolled)	\$ 32,455.00
1:1 Paraprofessional Assistant (per day enrolled)	\$ 147.00

EXHIBIT G continued