

**ELMWOOD LOCAL SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting – Monday, September 9, 2019 / 7:00 p.m.
Elmwood Middle School Media Center
Bloomdale, Ohio 44817**

Board minutes are not official until approved at the October 2019 board of education meeting.

Roll: Time 6:00 p.m.

Mrs. Davis	Present
Mrs. Endicott	Present
Mr. King	Present
Mr. Lee	Present
Mrs. Reynolds	Present

Call to Order
Meeting called to order.

Pledge of Allegiance

147-19

Acceptance of Minutes of previous meeting:

- Regular Meeting, August 12, 2019

Motion by Mr. Lee Seconded by Mrs. Davis

***Mrs. Reynolds Yes Mr. King Yes
Mrs. Davis Yes Mrs. Endicott Yes Mr. Lee 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

Hearing of the Public
No request for public participation

TREASURER'S REPORTS

Financial

148-19

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

Motion by Mrs. Endicott Seconded by Mrs. Davis

***Mr. King Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. Lee Yes Mrs. Davis Yes***

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SUPERINTENDENT’S RECOMMENDATIONS & REPORTS

149-19

Consent Agenda

- a) It is recommended to approve the Agreement between the Wood County Board of Developmental Disabilities and the Elmwood Board of Education for the 2019-2020 school year. (Exhibit A)
- b) It is recommended that the following donations be accepted:

<u>Donator</u>	<u>Recipient</u>	<u>Amount</u>
Wood County ESC	Elmwood Local	12 Café Style tables (approx. value \$9,000.00)
Elmwood Athletic Boosters	Elmwood Athletic Dept.	\$1,800.00 (for Hudl subscription)
Max Flaugher Family	Elmwood Local	\$30,090.00 (Outdoor Digital Sign)
Jim Hill Family	Elmwood Local	\$1,963.78 (Outdoor Digital Sign)
Class of 2019	Elmwood Local	\$6,196.93 (Outdoor Digital Sign)
Royal Youth Wrestling	Elmwood Local	\$4,279.50 (Mat Boss/Wrestling Room wall mats)

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

<u>Group</u>	<u>Date</u>	<u>Location</u>	<u>Purpose</u>
HS Band	October 19, 2019	Ypsilanti, MI	Eastern Michigan University Band Day Performance
HS Softball	April 8-13, 2020	Pigeon Forge, TN	Games

Motion by Mrs. Davis Seconded by Mr. Lee

***Mrs. Endicott Yes Mr. Lee Yes Mrs. Davis Yes
Mr. King Yes Mrs. Reynolds Yes***

Action Agenda

150-19

It is recommended that the following resignations be accepted.

Amanda Hughes – Foreign Language Club Advisor and Department Head/Faculty
Advisor – effective August 15, 2019

Tracy Haughawout – Student Attendant – effective August 16, 2019

Motion by Mr. Lee Seconded by Mrs. Davis

***Mrs. Reynolds Yes Mrs. Davis Yes Mr. King Yes
Mrs. Endicott Yes Mr. Lee Yes***

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151-19

It is recommended that the following individuals be approved for a supplemental position for the 2019-2020 school year.

<u>Name</u>	<u>Position</u>	<u>Salary/Step</u>
Kelsey McKibben	Department Head/Faculty Advisor	Step 0
Emily Reynolds	Foreign Language Club Advisor	Step 0

Motion by Mr. Lee Seconded by Mrs. Endicott

***Mr. King Yes Mrs. Davis Yes Mr. Lee Yes
Mrs. Reynolds Yes Mrs. Endicott Yes***

152-19

It is recommended that the following individuals be issued a One Year Limited, classified contract, for the 2019-2020 school year.

<u>Individual</u>	<u>Tentative Placement</u>	<u>Step/Rate of Pay</u>
Chelsea O’Leary	Student Attendant	Step 0 / as needed basis, effective Aug. 21, 2019 – June 30, 2020
Kyle Parke	Sign Language Interpreter/ Student Attendant	\$25.00 per hr / appx. 20 hrs per week effective Aug. 26, 2019 – June 30, 2020
Cathy Mohre	Bus Aide	Step 1 / as needed basis, effective Aug. 21, 2019 – June 30, 2020

Motion by Mrs. Davis Seconded by Mrs. Endicott

***Mrs. Davis Yes Mrs. Endicott Yes Mrs. Reynolds Yes
Mr. Lee Yes Mr. King Yes***

153-19

It is recommended that the following individual be hired as a substitute as indicated on an as needed basis for the 2019-2020 school year, pending BCII/FBI and licensure if applicable.

<u>AIDE (Library/Classroom/Building)</u> KoAnn Rutter	<u>CUSTODIAN</u> Meagan Hummel
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Motion by Mrs. Davis Seconded by Mrs. Endicott

***Mr. Lee Yes Mrs. Reynolds Yes Mrs. Endicott Yes
Mr. King Yes Mrs. Davis Yes***

154-19

It is recommended to increase our CRC mental health counselor contract from 20 hrs to 40 hrs per week. This is an increase of \$14,985.00 (Total cost of \$20,985.00) for the 2019-2020 school year. The Student Wellness and Success funding will pay for this increase.

Motion by Mr. Lee Seconded by Mrs. Davis

***Mrs. Reynolds Yes Mr. Lee Yes Mrs. Davis Yes
Mrs. Endicott Yes Mr. King Yes***

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Building Reports

High School

- Report will be given during meeting

Middle School

- First Night was a success with around 76% attendance for Middle School
- We have had an absolutely wonderful and smooth start to the 2019-20 school year!!!
- Most students in the MS had their Chromebooks within the first 90 minutes the first day. The rest of the students received them within a day! Also, thanks to Greg Bishop, Sandy Laborie, and Sonja Brand for all of the hard work in making this happen
- Fall sports are underway as Volleyball and Cross Country are heavily into their seasons, and Football plays their 2nd game this week.
- Enrollment is up as we have 377 middle school students, which is 10 more students than we started with last year.
- SLO pretesting is taking place in many classrooms. Teachers need to submit their SLO's by Friday October 25th

Elementary

- First Night was a success as we had almost every student attend.
- All elementary students received bus safety training between August 21 and August 28. Students in grades K-4 also practiced evacuation drills during their training.
- Students participated in the first fire drill of the year on August 23.
- Fall pictures were August 26.
- Students in grades K-4 are taking various assessments to establish a baseline for the year. With the exception of kindergarten, the tests will be completed within the first 30 days of school.
- Our new PBIS program, PAWS, has started. Students are attempting to earn tickets for good behavior and choices in order to earn rewards. The first large reward in September is for 60 students to receive the honor of duct taping the principal to the wall.

Legislative Update

Board Member Comments

- The next Board meeting is scheduled for Monday, October 14, 2019 at 6:00 p.m. in the Middle School Media Center.
- The November meeting will be moved to November 4, 2019 at 6:00 p.m. (due to the Capital Conference conflict).

155-19

Adjournment – Time 7:35 p.m.

Motion by Mr. Lee Seconded by Mrs. Davis

***Mr. King Yes Mrs. Reynolds Yes Mr. Lee Yes
Mrs. Davis Yes Mrs. Endicott Yes***

LuAnn Vanek, Treasurer

Debra Reynolds, Board President

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EXHIBIT A

ELMWOOD BOARD OF EDUCATION

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EXHIBIT A continued

EXHIBIT A

AGREEMENT BETWEEN:

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.

EXHIBIT A

ELMWOOD BOARD OF EDUCATION
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B. Term: This agreement shall be effective for the 2019 - 2020 school year unless extended, modified or terminated as hereinafter provided.

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.

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:

Brent Baer Wood County Board of DD 8/22/19
Brent Baer Superintendent Date

For the Board of Education:

Tony Borton Superintendent Date

EXHIBIT A continued

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EXHIBIT A continued

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)

Name

Address

D.O.B.

- * 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.

AS 8/22/19

Initialed and Dated by Wood Lane

Initialed and Dated by Board of Education

August 2019