

OFFICIAL PROCEEDINGS OF THE AUSTINTOWN LOCAL SCHOOLS

BOARD OF EDUCATION PUBLIC MEETING

Pursuant to its rules, the Austintown Board of Education of the Austintown Local Schools met at Austintown Middle School at 4:00 PM on Tuesday, February 20, 2024 for a Work Session and at 5:00 PM for the February Regular Session Board Meeting.

Board Members

Mr. Don Sherwood, President
Mr. Fred Marcum, Vice President
Mrs. Kathy Mock, Member
Mr. Harold Porter, Member
Mrs. Kimberly Smrek, Member

Administration

Timothy Kelty, Superintendent
Blaise Karlovic, Treasurer

2024-2/20-1 Call to Order

The meeting was called to order at 4:00 PM with all members present.

Mr. Marcum, Present; Mrs. Mock, Present; Mr. Porter, Present; Mr. Sherwood, Present; Mrs. Smrek, Present

2024-2/20-2 Work Session-Topics for Discussion

- Common App- DS
- Transportation- FM

2024-2/20-3 Executive Session

Mrs. Mock motioned to recess to Executive Session at 4:30 PM for the purpose of discussion with regards to the employment, appointment, dismissal, discipline, promotion, demotion, compensation of a public employee.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0). The Executive Session ended at 5:05 PM.

2024-2/20-4 Recall to Order

The Board returned to Regular Session at 5:05 PM with all members present.

2024-2/20-5 Agenda Approval

Mr. Marcum moved to approve the agenda for the 2/20/2024 Board of Education Regular Session.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-6 Public Comments

There were no Public Comments

2024-2/20-7 Treasurer's Consent Items

Mrs. Mock moved upon the recommendation of the Treasurer to approve the Treasurer's Consent Items:

A. MINUTES

- Regular Session held on 1/11/24

B. FINANCIAL REPORTS

- January, 2024 Monthly Financial/Expenditure Activity Report
- January, 2024 Month End Forecast Report
- Purchase Orders over \$15,000 and transfers for the month as submitted
- Fiscal Year 2024 Permanent Appropriation Measure and Certificate of Estimated

Resources

C. DONATIONS

- a. \$267.27 from Jones and Associates to AMS for apparel fundraiser
- b. \$350 from Grace Evangelical Lutheran Church for AMS Food Pantry
- c. \$1749 from Robert Senn Studios to AMS

D. Approve the disposal of the following items:

<u>Tag Number</u>	<u>Item</u>	<u>Department</u>	<u>Method of Disposal</u>
005013	Serving line 3 and 4	Food Service	Scrap
005001	POS Station 1 and 2	Food Service	Scrap
005004	Shelleymatic Milk Cooler	Food Service	Scrap
005030	Tableware Cart	Food Service	Scrap
005022	Tableware Cart	Food Service	Scrap
005012	POS Station 3 and 4	Food Service	Scrap
005010	Tableware Cart	Food Service	Scrap
No tag- Model#DCF67N14	Salad Bar	Food Service	Scrap

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-8 Superintendent's Consent Items

Mrs. Mock moved upon the recommendation of the Superintendent to approve the Superintendent's Consent Items:

A. PERSONNEL**1. Resignations**

- a. Sarah Stevens, OAPSE Child Specific Paraprofessional at AES effective 2/2/24, personal
- b. Ruth Sandberg, Non-Bargaining Athletic Trainer effective 2/26/2024, job change
- c. Phyllis Ford-Ponds, Non-Bargaining Food Service Substitute effective 1/22/2024, job change
- d. Angela Solvey, Non-Bargaining Food Service Substitute effective 1/24/2024, job change

2. Resignations for the Purpose of Retirement

- a. Vicki Conley, OAPSE Bus Driver effective the end of the 2023-2024 contracted year after 23 years of service with Austintown Schools
- b. Anthony Meraglio, Teacher effective at the end of the 2023-2024 school year after 27 years of service with Austintown Schools

3. OAPSE Appointments

- a. Carrie Whitehouse, Bus Aide Parapro replacing Marina Flaviani effective 1/8/2024
- b. Nathan Needham, Custodian at FHS; 12-month, 8-hour/day, replacing Michael Baer effective 2/5/2024
- c. Erica Ramirez, Custodian District Flex; 12-month 8-hours/day, replacing Jaclyn Iagulli effective 2/6/2025

4. OAPSE Transfers effective 2023-2024 school year

- a. John Jones, Transfer from current position of Athletic Groundskeeper to Maintenance position replacing Dan Johnson effective 1/12/2024
- b. Deserai Bailey, Transfer from current Child Specific Parapro at 3.75 hours to a Special Education Paraprofessional assigned to Lighthouse Program at 5.75 hours effective 2/5/2024
- c. Hattie Shank, Involuntary Transfer from Child Specific Paraprofessional at AIS to a Child Specific Paraprofessional at AES due to student withdrawing from the District effective 2/1/2024
- d. Debra Koperdak , Transfer from Child Specific Paraprofessional to a Paraprofessional assigned to Lunch and Recess at AES effective 2/5/2024
- e. Kathy Servisky, Transfer from Special Education Paraprofessional Cross Categorical at AMS to Special Education Paraprofessional at AMS replacing Jennifer Dolak effective 2/15/2024

5. AEA Transfers effective 2024-2025 school year

- a. Amy Tibolla, Transfer from K-12 Intervention Specialist assigned to AES Cross Categorical to K-12 Intervention Specialist at AES replacing Janet Detwiler due to retirement effective 2024-2025 school year
- b. Ramona Robbins, Transfer to K-12 Intervention Specialist assigned to AES replacing Amy Tibolla effective 2024-2025 school year

B. NON-BARGAINING UNIT PERSONNEL

Instructional Support Staff- Grant Funded

- a. Megan Zetterquist, AES K-2 Title I Tutor; grant funded at \$25 per hour limited to 28.75 hrs/wk effective 1/25/2024
- b. Amanda Kennedy, AES K-2 Title I Tutor; grant funded at \$25 per hour limited to 28.75 hrs/wk effective 2/20/2024

Substitute Teacher for the 2023-2024 school year

- a. Aubrey Jones, ASL Substitute Teacher at the daily rate of \$120

C. LEAVE OF ABSENCE

- a. Candice Carney, AEA Teacher at FHS; two (2) unpaid days, 5/9/24 and 5/10/24
- b. Carrie Copeland, AEA Teacher at AIS; two (2) unpaid days, 5/23/24 and 5/24/24
- c. Toni Hammond, OAPSE Food Service at AES; two (2) unpaid days, 3/21/24 and 3/22/24
- d. Gina Moorhead, Paraprofessional at AIS requested two personal days preceding and following a holiday weekend; 2/15/24 and 2/20/24
- e. Jaclyn Pandrea, OAPSE Food Service at AIS; four (4) unpaid days, 3/5/24, 3/6/24, 3/7/24, and 3/8/24
- f. Thomas Bonder - FMLA Medical - Effective 1.22.24 until 4.25.24
- g. Kristen Bostocky - FMLA- medical- 1.16.24 until 4.8.24
- h. Mitchell, Ashley - FMLA - Maternity - effective -3.23.24 -5.31.24
- i. Esau, Nicole - FMLA - Maternity - effective -3.4.24 - 5.31.24
- j. Alexis Weber - FMLA - Medical - Effective 2.29.24 - 4.11.24

D. ATHLETIC SUPPLEMENTAL POSITIONS (2023-2024 SY)- AEA MEMBERS

The asterisk () denotes longevity percentage / two (**) denotes maximum longevity percentage*

FITCH

- a. Joseph Brooks, Track Assistant-Weights - 11%

E. ATHLETIC SUPPLEMENTAL POSITIONS (2023-2024 SY)- NON-AEA MEMBERS

FITCH

- a. Julia Magliocca, Track Girls Assistant - 8.25%

F. VOLUNTEERS- Athletic/Academic

- a. Rich Raymer, Softball
- b. Dylan Hogue, Fitch Track

G. CLASSIFIED NON-TEACHING SUBSTITUTE PERSONNEL

Food Service

- a. Kimberly Tremayne

Custodial

- a. Alexis Wokocha
- b. Garrett Mortimer

Transportation

- a. Garrett Mortimer-Bus Aide

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-9 Resolution

Mrs. Mock moved to, upon the recommendation of the Superintendent, to approve the following resolutions A and B as presented:

- a. *Whereas*, Austintown Local Schools, District IRN number:048298 of 700 S. Raccoon Rd, Mahoning County, Ohio

Has satisfied all requirements for the membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

Whereas, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

Now therefore, it be resolved by the board of education/governing board that Austintown Fitch (grades 9-12), IRN:011791 and Austintown Middle School (grades 7 & 8), IRN: 001339 do hereby voluntarily renew membership in the OHSAA and in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own requirements as it pertains to, but not limited to, student eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and

Be it further resolved, that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, Regulations, and Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws,

Regulations, and Business Rules and the interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of the primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

- b. *Whereas*, Ohio Revised Code Section 3301.0711 (G) (4) states beginning with the 2019-2020 school years, a school district, other public school, or charter nonpublic school may administer the Third-grade English Language Arts or Mathematics Assessment, or both, in a paper format in any school year for which the district board of education or school governing body adopts a resolution indicating that the district or school body shall submit a copy of the resolution to the department of education not later than the first day of May prior to the school year for which it will apply.

Whereas, a district board of education must make the choice to use paper tests and submit a board or governing authority resolution by May 1, 2024.

Therefore Be It Resolved, the Board hereby confirms Austintown Local School District will administer the third-grade English language arts assessment in a paper format to all students in the third grade, except that any student whose individualized education program or plan developed under section 504 of the *Rehabilitation Act of 1973, 87 Stat. 355, 29 U.S.C. 794*, as amended, specifies that taking the assessment in an online format is an appropriate accommodation for the student, may take the assessment in an online format for the 2024-2025 school year.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-10 Memorandum of Understanding

Mr. Marcum moved, Upon the recommendation of Superintendent, to approve the following Memorandum Of Understanding Between The Austintown Board Of Education And The Ohio Association Of Public School Employees Afsome Local #4/Afl-Cio, Local 194:

WHEREAS, the Board of Education for the Austintown Local School District ("Board") and the Ohio Association of Public Schools Employees, AFSCME Local #4/AFL-CIO, Local 194 ("Union") are parties to a collective bargaining agreement ("CBA")

WHEREAS, the Board and the Association are parties to a collective bargaining agreement that is in effect from July 1, 2021 to June 30, 2024, and

WHEREAS, the Board and the Association believe it to be mutually advantageous to enter into this MOU Agreement; and

NOW THEREFORE, the Board and the Association agree as follows:

1. "Stand-by" driver routes will be made available to review as are all other bus routes no less than one (1) week prior to route bidding.

2. "Stand-by" drivers are drivers who have less than 6 assigned routes for the day and are expected to cover any route that is needed during their scheduled "stand-by" time.
 - a. "Stand-by" drivers will be chosen on a seniority rotation basis and based on their availability and meeting the time requirements for any open assignment/route(s) on a daily basis.
 - b. If a long term assignment/route(s) becomes available and there is not a Floater bus driver available, a "Stand-by" driver will be assigned to this assignment/route(s). A "Stand-by" driver will be assigned based on a seniority rotation basis and based on their availability and meeting the time requirements. If there is more than one (1) "Stand-by" driver that meets these requirements, then the most senior "Stand-by" driver in rotation will be assigned to the long term assignment/route(s). A "Stand-by" driver cannot be considered for another open long-term assignment/route while currently assigned to a long-term assignment/route.
Once a "stand-by" driver has been assigned to a long-term assignment/route, they will remain on that assignment/route until the assignment/route has ended.
3. If at any time during the school day additional or different assignment/route(s) need to be covered, the Transportation Administration has the right to change which assignment/route(s) a "Stand-by" driver will be covering. This will be decided on the same basis as 2.(a).
4. "Stand-by" drivers will be required to remain available within the transportation department during their stand-by time which ends at 8:15 am in the morning and 4:15pm in the afternoon. These times can be adjusted based on the needs of the School District on a year to year basis. "Stand-by" times will be available to review with all other bus routes no less than one (1) week prior to route bidding.
5. "Stand-by" drivers will be paid their regular hourly rate for any time that is added to their day due to stand-by coverage.
6. This MOU will be effective February 20, 2024 upon Board approval.
7. The Board and Union agree this MOU shall not be deemed to establish any precedent or provide support for any alleged practice for any purpose in the future, including but not limited to any grievance or arbitration. The parties further agree that this MOU shall not be referred to by either party in any other dispute or disagreement between parties, except to the extent the dispute or disagreement relates solely to the enforcement of the terms of this MOU itself.
8. This MOU contains the complete agreement of the parties concerning the subject matter, and may be modified only by a written agreement instrument duly approved by all parties.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-11 Memorandum of Understanding

Mrs. Mock moved, Upon the recommendation of Superintendent, to approve the following Memorandum Of Understanding Between The Austintown Board Of Education And The Ohio Association Of Public School Employees Afsome Local #4/Afl-Cio, Local 194:

WHEREAS, the Board of Education for the Austintown Local School District ("Board") and the Ohio Association of Public Schools Employees, AFSCME Local #4/AFL-CIO, Local 194 ("Union") are parties to a collective bargaining agreement ("CBA")

WHEREAS, the Board and the Association are parties to a collective bargaining agreement that is in effect from July 1, 2021 to June 30, 2024, and

WHEREAS, the Board and the Association believe it to be mutually advantageous to enter into this MOU Agreement; and

To accept the following modifications to Article XXIII (A) of the collective bargaining agreement: To extend the deadline of notifying the Superintendent of retirement in writing on or before December 1st to by April 30, 2024. The OAPSE employee will still be granted a \$5,000 bonus. All other parts of Article XXIII (A), which is stated below, will be followed according to the collective bargaining agreement that is in effect from effective: July 1, 2021– June 30, 2023

- A. At the time of retirement/disability from active service under the School Employees Retirement System, and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued up to two hundred seventy six days (276), sixty nine (69) days maximum. If the Superintendent is notified of retirement in writing on or before December 1st, the employee is granted a \$5,000 bonus.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-12 Memorandum of Understanding

Mr. Marcum moved, Upon the recommendation of the Superintendent, approve the following Memorandum of Understanding entered into as an agreement between the Austintown Local School District and the Austintown Education Association OEA/NEA:

WHEREAS, the Board and the Association are parties to a collective bargaining agreement that is in effect from August 29, 2021 to August 28, 2024, and

WHEREAS, the Board and the Association believe it to be mutually advantageous to temporarily modify the Agreement; and

NOW THEREFORE, the Board and the Association agree as follows:

To accept the following modifications to Article 9.06 of the collective bargaining agreement: To extend the deadline of notifying the Superintendent of retirement in writing on or before December 1st to by April 30, 2024. The teacher will still be granted a \$5,000 bonus and will not be subject to OTES evaluation if the teacher meets this amended date. All other parts of Article 9.06, which is stated below, will be followed according to the collective bargaining agreement that is in effect from August 29, 2021 to August 28, 2024.

9.06 Severance Pay

At the time of retirement/disability from active service under the State Teachers Retirement Law and with ten (10) or more years of service in Ohio, a bargaining unit member shall be paid for the value of his/her accrued unused sick leave credit. Such payment shall be an amount determined by multiplying twenty-five percent (25%) of the number of sick leave days accrued, not to exceed 42 days (i.e., 1/4 of 168 days), by the employee's per diem rate exclusive of supplementals, calculated at the time of retirement. In addition, the employee shall be paid ten percent (10%) of the unused sick days greater than 168. If the Superintendent is notified of retirement in writing on or before December 1st, the teacher is granted \$5,000 bonus and will not be subject to OTES evaluation.

Number of Service Years Per Diem Rate Formula

0-9.99 Years No Severance Pay —

10 Years or More 100% of Final Daily Rate 0-168 Days = 25%

>168 days = 10%

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. Severance pay will be paid within thirty (30) days of presentation to the Treasurer of the Board of Education a copy of the individual's retirement check from the State Teachers Retirement System. Effective July 1, 2005, all severance pay will be paid into a Board-approved section 403(b) special pay plan account.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-13 Memorandum of Understanding

Mrs. Mock moved, Upon the recommendation of the Superintendent, to approve the Memorandum of Understanding by and between **Youngstown State University** and Austintown Local School District to participate in the College Credit Plus Program (CCP) with Youngstown State University. This agreement is in effect from July 1, 2024 to June 30, 2025. This agreement shall expire on June 30, 2025.

Mrs. Smrek seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-14

Mrs. Smrek moved ,Upon the recommendation of the Superintendent, to approve retainment on an as needed basis of the following legal council for District needs:

Bricker Graydon LLP

Mr. Sherwood seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-15 Public Meetings for March, 2024

Mrs. Smrek moved for the following day, date, time, and location for the March, 2024 Board of Education meeting to take place:

Work Session: March 27, 2024 at the BOE Office Conference Room beginning at 4:00 PM

Regular Session: March 27, 2024 at Austintown Middle School beginning at 5:00 PM

Mrs. Mock seconded the motion and the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).

2024-2/20-16 Treasurer's Comments

None.

2024-2/20-17 Superintendent's Comments

None.

2024-2/20-18 Board Comments

None.

2024-2/20-19 Adjournment

Mrs. Smrek moved to adjourn at 5:16 PM.

Mr. Marcum seconded the motion as the vote resulted as follows:

Mr. Marcum, Yes; Mrs. Mock, Yes; Mr. Porter, Yes; Mr. Sherwood, Yes; Mrs. Smrek, Yes. The motion carried (5-0).



Mr. Don Sherwood, President
Austintown Board of Education



Blaise Karlovic, Treasurer
Austintown Board of Education