



**ASHLAND CITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING**

Special Meeting

Monday, May 5, 2025 at 5:30 p.m.

**Ashland City School District Administrative Offices
Samaritan Hospital Foundation Conference Room
1407 Claremont Avenue
Ashland, Ohio 44805**

I. ROLL CALL

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

A. Motion to approve the agenda as presented

OR

B. Motion to approve the agenda with addendum items presented

MOTION _____ SECOND _____

Mrs. Deppert

Mrs. Mowry

Mr. Hart

Mr. Summers

Mr. Teevan

Carried _____ Failed _____ to _____

IV. SUPERINTENDENT'S REPORT

- A. Art Show Update**
- B. Board Policy Change**
- C. Financial Update**
- D. Other**

V. NEW BUSINESS**A. Superintendent's Consent Calendar**

Note: Items under the consent calendar are considered routine and will be enacted under one motion. There will be no separate discussion of these items prior to the time the Board votes unless a Board member requests an item be clarified or removed from the calendar for separate action.

The Superintendent recommends the following actions:

1. Certificated/Licensed Personnel

Approve the personnel and/or contract recommendations detailed in the exhibit items listed below as per the dates, terms and other applicable specified conditions and pending completion of all state, local and district requirements.

- a. Certificated Retirements/Resignation (EXHIBIT A)**
- b. Substitute Teachers/Home Instructors for the 2024-2025 School Year (EXHIBIT A)**

2. Support Staff

Approve the personnel and/or contract recommendations detailed in the exhibit items listed below as per the dates, terms and other applicable conditions specified and pending completion of all state, local and district requirements.

- a. Classified New Hires (EXHIBIT B)**
- b. Classified Retirements (EXHIBIT B)**
- c. One-Year Non-Renew for the 2024-2025 School (EXHIBIT B)**

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

B. Contract with the Ashland County West Holmes Career Center

The Superintendent recommends approving a contract with the Ashland County West Holmes Career Center. (EXHIBIT C)

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

VI. EXECUTIVE SESSION

Whereas, as a public board of education may hold a executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the checkmarked items with respect to a public employee or official:

1. _____ Appointment.
2. X Employment
3. _____ Dismissal
4. _____ Discipline
5. _____ Promotion
6. _____ Demotion
7. _____ Compensation
8. _____ Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

- D.** Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E.** Matters required to be kept confidential by federal law or rules or state statutes.
- F.** Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

Now, therefore, be it resolved, that the Ashland City School Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **A2, D** as listed above.

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

VIII. ADJOURNMENT

MOTION _____ SECOND _____

Mrs. Deppert Mrs. Mowry Mr. Hart Mr. Summers Mr. Teevan

Carried _____ Failed _____ to _____

IMPORTANT DATES

BOE Regular Meeting	Monday, May 19, 2025	5:30 p.m.	Adm. Offices
Graduation	Saturday, May 31, 2025		TBD

Certificated/Licensed Staff Recommendations

May 5, 2025

EXHIBIT A

CERTIFICATED RETIREMENTS								
BOE	Last Name	First Name	Position	Building	Pay Rate	Year	Step	Notes
5/5/2025	Cohen	Lisa	English Language Arts Teacher	AHS				Retirement effective at the end of the 2024-2025 school year.
5/5/2025	Gallagher	Deb	Physical Education Teacher	AHS				Retirement effective at the end of the 2024-2025 school year.
5/5/2025	Pacholewski	Ashley	Assistant Principal	AMS				Resignation effective June 23, 2025
SUBSTITUTE TEACHER/HOME INSTRUCTORS FOR THE 2024-2025 SCHOOL YEAR								
BOE	Last Name	First Name	Position	Building	Pay Rate	Year	Step	Notes
5/5/2025	Maddox	Trent	Substitute Teacher/Home Instructor	NA	\$110.00/day	na	na	
5/5/2025	Thompson	Jadah	Substitute Teacher/Home Instructor	NA	\$110.00/day	na	na	

Classified/Support Staff Recommendations

May 5, 2025

EXHIBIT B

CLASSIFIED NEW HIRES								
BOE	Last Name	First Name	Position	Building	Pay Rate	Year	Step	Notes
5/5/2025	Kelley	Angela	Paraprofessional II, Noon Duty	Edison	\$ 14.30			Effective August 20, 2025
5/5/2025	Bunt	Tony	Software Manager	District	Per Admin Salary Schedule			Effective June 9, 2025
CLASSIFIED RETIREMENTS								
BOE	Last Name	First Name	Position	Building	Pay Rate	Year	Step	Notes
5/5/2025	Huff	Tina	General Custodian II, Level 3	Edison				Retirement effective July 1, 2025
5/5/2025	Coffin	Barb	Cook Manager	Taft				Retirement effective August 1, 2025
NON-RENEWED CLASSIFIED EMPLOYEE FOR THE 2024-2025 SCHOOL YEAR								
BOE	Last Name	First Name	Position	Building	Pay Rate	Year	Step	Notes
5/5/2025	Ellington	Kellie	Paraprofessional II, Bus	Bus Garage				Non-renew effective end of 2024-2025 school year

M_. _____ introduced the following resolution and moved its passage:

RESOLUTION NO. ____

AUTHORIZING AGREEMENT FOR THE JOINT CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF A NEW GREENHOUSE FACILITY.

The Superintendent recommends the Ashland City School District Board of Education (the "Board") authorize an agreement (the "Agreement") with the Ashland- County-West Holmes Career Center ("Career Center") for the joint construction, operation, use, and maintenance of a new greenhouse facility.

Background:

1. The Career Center has a Future Farmers of America program, which it operates on property of the Ashland City School District.
2. The Board and the Career Center desire to enter into Agreement to designate the responsibilities for the funding, design, construction, operation, use, and maintenance of a new greenhouse to be built on District property (the "Project") in support of the Future Farmers of America program and other programs in partnership between the Parties.
3. Such a collaborative effort between the Board and the Career Center will create pathways in agriculture and construction that will further increase the opportunities for students to be prepared to be employed in agri-business and construction.
4. A draft of the Agreement is attached to this resolution and is necessary to outline the rights and responsibilities of the Board and the Career Center for the Project
5. The Board is authorized under ORC 715.02, 3311.212, and 9.482, to enter into the Agreement and to take and hold donations outlined in the Agreement in trust for the use and benefit of the Board.
6. The Superintendent recommends that the Board authorize the Superintendent and Treasurer to enter into the Agreement on behalf of the Board.

Board of Education resolves as follows:

1. The Board authorizes the Superintendent and Treasurer to negotiate and execute the Agreement, in substantially the same form as attached hereto.
2. The Board further authorizes the Superintendent and Treasurer to execute any other documents consistent with the terms of the Agreement and in furtherance of the intent of this resolution.

M_. _____ seconded the motion and, after discussion, a roll call vote was taken and the resolution passed.

AYES: _____

NAYS: _____

**AGREEMENT FOR THE JOINT CONSTRUCTION, OPERATION, USE, AND
MAINTENANCE OF A NEW GREENHOUSE FACILITY**

This Agreement ("Agreement") is made and entered into as of the last date executed below ("Effective Date"), by and among, the Board of Education of the Ashland County-West Holmes Career Center (the "Career Center"), a political subdivision of the State of Ohio, and the Board of Education of the Ashland City School District (the "District"), a political subdivision of the State of Ohio (the Career Center and the District are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the Career Center has a Future Farmers of America program, which it operates on District property.

WHEREAS, the Parties desire to enter into an agreement designating the responsibilities for the funding, design, construction, operation, use, and maintenance of a new greenhouse to be built on District property (the "Project") in support of the Future Farmers of America program and other programs in partnership between the Parties.

WHEREAS, such collaborative effort between the Parties will create pathways in agriculture and construction that will further increase the opportunities for students to be prepared to be employed in agri-business and construction.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, and incorporating the Recitals, it is hereby agreed to between the Parties as follows:

1. **General Scope of the Project.** The Project shall, generally, consist of demolition of an existing greenhouse and installation of a new pre-engineered greenhouse facility on District property, along with any supporting improvements necessary for the proper operation of the Project. The District will be the owner of the Project and, except as otherwise stated herein, will be responsible for the procurement of the design and construction in accordance with all legal requirements.

2. **Design of the Project.** To the extent required for the Project, the District shall procure a licensed design professional in accordance with Ohio law.

3. **Construction Phasing for the Project.** Work for the Project shall be broken up into three distinct phases:

3.1 **Demolition of the existing greenhouse structure and site work** ("Demo and Site Work"). The Demo and Site Work shall be procured, paid for, controlled, and owned by the District. Upon completion of the Demo and Site Work, the

District shall grant the Career Center a temporary license, by virtue of this Agreement, to enter onto the property of the District in order to perform the next phase of construction for the Project.

3.2 Installation of the new concrete slab and related concrete work (“Concrete Work”). Upon completion of the Demo and Site Work, the Career Center is authorized to enter onto District property to perform the Concrete Work. The Concrete Work shall be procured, paid for, controlled, and owned by the Career Center. Upon Completion of the Concrete Work, the Career Center shall dedicate the Concrete Work to the District, and upon review and approval of the Concrete Work, the District shall accept such dedication.

3.3 Installation of the new greenhouse facility (“New Greenhouse Work”). Upon acceptance of the dedication of the Concrete Work, the District shall procure, pay for, control, and own the New Greenhouse Work and any remaining work required to complete the Project.

4. **Procurement of Construction.** The Parties shall procure all construction for the Project in accordance with Ohio law. The Parties shall endeavor to ensure that construction of the Project will be performed in a workmanlike manner and consistent with any plans and specifications. The Parties will require prime contractors to provide any required bid guaranties and contract bonds pursuant to Ohio Revised Code § 153.54, and require all prime contractors to carry appropriate liability insurance, which shall name the Career Center or District, as appropriate, as an additional insured on the certificate of insurance provided by any prime contractor.

5. **Temporary License Agreement for Construction Access.** All work for the Project will be performed on property currently owned by the District. Accordingly, the District grants a temporary license to the Career Center, its authorized contractors, students, agents, and other designees, to access the Project site for the purpose of staging and constructing the Concrete Work, and any other portion of the Project agreed to by the Parties via amendment to this Agreement. The license granted under this paragraph will terminate upon final completion of the Project.

6. **Participation of Career Center Students in Construction of the Project.** The Parties believe the Project will provide valuable opportunities for Career Center students to engage in real world participation in the construction of a new facility. Accordingly, the Parties shall use their best efforts to organize and coordinate opportunities for Career Center students to participate in construction of the Project, specifically in those areas related to the Concrete Work. Such participation shall be balanced against any legal obligations, safety requirements, and concerns of

contractors performing work on the Project. The District maintains final decision-making authority regarding Career Center student participation in the Project.

7. Anticipated Construction Schedule. The Parties will endeavor to complete the Project prior to August 1, 2025.

8. Career Center's Financial Donation to the Project. In addition to work performed under the Concrete Work, the Career Center will also contribute funds for the Project in the amount of **\$42,978.00** ("CC Funds"), which shall be used by the District for costs incurred for design services, construction, and any ancillary costs related to the construction of the Project, including but not limited to, permitting fees, insurance and bonding costs, and other consulting costs. CC Funds will only be used for capital improvements and not for operating or maintenance costs following completion of the Project.

9. Ownership after Completion of Construction. Upon final completion of construction of the Project, the District shall maintain ownership of the Project.

10. Use and Access to the Project. The Project, as constructed, will be used to support collaborative efforts between the Career Center and the District. The purpose is to provide pathways in agriculture and construction that will further increase the opportunities for students to be prepared to be employed in agri-business and construction. Accordingly, the Parties shall endeavor in good faith to coordinate the access to and use of the Project, in order to maximize the educational opportunities and benefits of their respective students.

11. Operation and Maintenance of the Project. The District shall, in its sole discretion, be responsible for the ongoing operation and maintenance of the Project following final completion of the Project.

12. Subsequent Alterations and Improvements. The Parties agree to coordinate regarding any subsequent alterations and improvements to the Project. The District does not have an obligation to replace any component of the Project at the end of its useful life. The District does, however, have the right to make any subsequent alterations or improvements it deems necessary, at its own cost.

13. Insurance for Operation, Maintenance, and Use of the Project. The District shall maintain appropriate insurance coverage for ongoing operation, maintenance, and use of the Project by the Parties. The District is not required to indemnify or hold the Career Center harmless against liabilities arising from the rights and obligations set forth in this Agreement, as such indemnity requirements would be contrary to Ohio law. To the extent permitted by law and subject to appropriation of funds by the District, however, the District shall bear the risk of loss for, shall

pay directly, and shall defend against any and all claims, proceedings, action, damages or losses arising under or related to the operation, maintenance, or use of the Project, except that the District shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from events occurring after the Career Center has terminated its use of the Project or that arise directly from the gross negligence or willful misconduct of the Career Center.

14. Authority. Authority for entering into this Agreement is under Ohio Revised Code Sections 715.02, 3311.212, and 9.482. The Parties deem the Project to be a joint benefit to the Parties.

15. Limited Liability. The Parties agree that this Agreement does not create an indemnification obligation for either of the Parties, as such an obligation would be contrary to Ohio law.

16. Term of Agreement. The term of this Agreement, including all rights and obligations set forth herein, is 20 years from the Effective Date (the "Term").

17. Termination of Agreement by the District. The District shall have the right to terminate this Agreement prior to the expiration of the Term in the event the District determines the Project, or underlying real property, is needed for school purposes. In the event the District terminates this Agreement prior to the expiration of the Term, the Career Center shall be reimbursed by the District for costs paid to the District as reimbursement for funding and construction of portions of the Project (the "Termination Fee"). The Termination Fee shall be reduced pro rata for each completed year of the Term.

18. Termination of Agreement by the Career Center. The Career Center shall have the right to terminate this Agreement for convenience prior to the expiration of the Term, with such termination effective 60 days after written notice to the District. In the event the Career Center terminates this Agreement for convenience, it will not be entitled to reimbursement of the Termination Fee, and shall remain responsible for all costs incurred, which were incurred prior to the effective date of termination.

19. Notice. Any notice required or permitted by this Agreement to be given by either of the Parties shall be in writing and shall be sent by certified mail, return receipt requested, at their respective addresses as follows:

If to the Career Center:

Ashland County-West Holmes Career Center
Attn: Julie Smith, Treasurer
1783 St. Rt. 60
Ashland, Ohio 44805

If to the District:

Ashland City School District
Attn: Kyle Klingler, Treasurer
1407 Claremont Avenue
Ashland, Ohio 44805

or such other address as the Parties may give notice of.

20. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of the Parties. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement, constitute a waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this section.

21. No Assignment. The Parties shall not assign their respective interest in this Agreement without obtaining the written consent and approval of the other party.

22. Governing Law and Jurisdiction. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the Parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto shall be brought in the Court of Common Pleas where the Project is located and the Parties hereby expressly consent to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

23. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

24. Construction. The Parties acknowledge that each party has reviewed this Agreement and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

25. Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

26. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

27. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to its subject matter and will supersede all prior contemporaneous, oral or written agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings. In the event any terms in this Agreement are inconsistent with the plans and specifications for the Project, the terms of this agreement shall control.

28. Authorization. The Parties warrant that they are duly authorized to execute this Agreement.

29. Electronic Signatures. Any party may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date set forth above.

**BOARD OF EDUCATION OF THE ASHLAND
COUNTY-WEST HOLMES CAREER CENTER**

**BOARD OF EDUCATION OF THE ASHLAND
CITY SCHOOL DISTRICT**

X_____

X_____

By: _____
(Print Name, Title)

By: _____
(Print Name, Title)

Date: _____

Date: _____