

## Austintown Board of Education

August 21, 2025

Work Session 4:00 PM

Regular Session 5:00 PM

Dr. Ritchie Legacy Room Central Office

Austintown Middle School Cafeteria

700 S. Raccoon Road

800 S. Raccoon Road

### Board Members

Mr. Fred Marcum, President

Mrs. Kathy Mock, Vice President

Mr. Harold Porter, Member

Mr. Don Sherwood, Member

Mrs. Kim Smrek, Member

### Administration

Timothy Kelty, Superintendent

Blaise Karlovic, Treasurer

### Vision and Mission Statement of the Austintown Schools

*The Austintown Local School District is a united community, with a proud legacy and a progressive approach to education.*

*We provide an inspiring education that strengthens and prepares our students for unlimited future opportunities.*

#### 1. CALL TO ORDER

Time: \_\_\_\_\_

Mr. Marcum, P/A; Mrs. Mock, P/A; Mr. Porter, P/A; Mr. Sherwood, P/A; Mrs. Smrek, P/A

#### 2. WORK SESSION

- Construction Update
- Transportation Update
- State of the Schools
- Board Owned Properties
- Compliance Officers

#### 3. EXECUTIVE SESSION for the purpose of discussion with regard to:

\_\_\_\_\_ Employment, appointment, dismissal, discipline, promotion, demotion, compensation of a public employee

\_\_\_\_\_ Investigation of charges or complaints against a public employee, official, licensee, or student

\_\_\_\_\_ To confer with an attorney for the board of education concerning disputes involving the board that are the subject of pending or imminent court action.

\_\_\_\_\_ To prepare or conduct negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

\_\_\_\_\_ To consider legal matters required to be kept confidential by federal law or regulations or state statutes

\_\_\_\_\_ To discuss details relative to the security arrangements and emergency response protocols for the Board of Education

Motion to recess for Executive Session made by \_\_\_\_\_ at \_\_\_\_:\_\_\_\_ AM/PM

Seconded by \_\_\_\_\_

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### 4. RECALL TO ORDER Returned to Regular Session \_\_\_\_\_ at \_\_\_\_:\_\_\_\_ AM/PM

Pledge of Allegiance and Vision/Mission Statement Read by: \_\_\_\_\_

**5. AGENDA APPROVAL**

Upon the recommendation of the Treasurer, approve the agenda for the 8/21/2025 Board of Education Regular Session.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

**6. PUBLIC COMMENTS-** Speakers limited to no more than 3 minutes per speaker; 30 minutes total-BDDH:KD

**7. TREASURER'S CONSENT ITEMS**

Upon the recommendation of the Treasurer, approve the following items A-E by consent action:

**A. MINUTES**

- a. Regular Session held on 6/25/2025
- b. Special Session held 6/30/2025
- c. Special Session held 7/23/2025
- d. Special Session held 7/30/2025

**B. Fiscal year 2025 purchases and sales of commercial paper and bankers acceptances through RedTree investments**

**C. FINANCIAL REPORTS**

- a. June, 2025 Monthly Financial/Expenditure Activity Report
- b. June, 2025 Month End Forecast Report
- c. July, 2026 Monthly Financial/Expenditure Activity Report
- d. July, 2026 Month End Forecast Report
- e. Purchase Orders over \$15,000 and transfers for the month as submitted

**D. DONATIONS**

- a. \$2,000 from VFW Post 4237 to the Fitch Choir

**E. APPROVE THE DISPOSAL OF THE FOLLOWING ITEMS**

| <u>Tag Number</u> | <u>Item</u>       | <u>Department</u> | <u>Location</u> | <u>Method of Disposal</u> |
|-------------------|-------------------|-------------------|-----------------|---------------------------|
| 789               | Stoelting Machine | Food Service      | AELC            | Scrap                     |
| 5020              | Cres-Cor Warmer   | Food Service      | AELC            | Scrap                     |
| 322               | Cres-Cor Warmer   | Food Service      | AELC            | Scrap                     |
| 984               | Cres-Cor Warmer   | Food Service      | AELC            | Scrap                     |
| 2588              | Slicer            | Food Service      | AELC            | Scrap                     |
| 2181              | Slicer            | Food Service      | AELC            | Scrap                     |
| 5018              | Steamer           | Food Service      | Fitch           | Scrap                     |
| 5017              | Steamer           | Food Service      | Fitch           | Scrap                     |
| 5651              | Dish Machine      | Food Service      | AES             | Scrap                     |
| 6588              | Dish Machine      | Food Service      | AIS             | Scrap                     |
| 5011              | Tray Cart         | Food Service      | AELC            | Scrap                     |
| 6977              | Warmer            | Food Service      | AELC            | Scrap                     |
| 6963              | Warmer            | Food Service      | AELC            | Scrap                     |
| 313               | Slicer            | Food Service      | AELC            | Scrap                     |

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

**8. SUPERINTENDENT'S CONSENT ITEMS**

Upon the recommendation of the Superintendent, approve the following items A-K by consent action:

**A. PERSONNEL**

**1. Resignations**

- a. Tonya Blackann, Fitch Attendance Coordinator, effective the 2025-2026 school year, job change
- b. Nicole Brundage, AIS Food Service worker effective 2025-2026 school year, personal
- c. Daniel Corbett, Fitch Baseball Supplemental, effective the 2025-2026 school year, personal
- d. Sarah Fenstermaker, AES Special Education Paraprofessional effective the 2025-2026 school year, job change
- e. Kim Lubonovich, AES Medical Assistant effective the 2025-2026 school year, personal
- f. Jeff Rhodes, AIS Grade 3 ELA/Science Teacher, effective 7/31/2025, job change
- g. Jeff Rhodes, AIS Grade 3 ELA/Science Teacher Leader Supplemental, effective 7/31/2025, job change
- h. Melissa Richards, Fitch Intervention Specialist effective 7/31/2025, job change
- i. Melissa Richards, Fitch Intervention Specialist (9-12) Teacher Leader, effective 7/31/2025, job change
- j. Melissa Richards, District Coordinator of Summer School Supplemental, effective 7/31/2025, job change
- k. Cassandra Stratton, AIS Special Education Paraprofessional effective the 2025-2026 school year, job change
- l. Elke Totterdale, AIS Special Education Paraprofessional effective the 2025-2026 school year, job change
- m. Brian Umstead, Fitch Teacher effective 7/31/2025, job change
- n. Brian Umstead, Fitch Assistant Athletic Director Supplemental, effective 7/31/2025, job change
- o. Dr. William Young, Director of Curriculum effective 7/31/2025, personal

**2. OAPSE Appointments**

- a. Laura Boyles, Food Service at Fitch; 9-month, 3-hour position replacing Alisha Harris
- b. Patricia Cohol, Special Education Paraprofessional at AIS; 9-month, 5.75-hour position
- c. Mathew Galchick, Special Education Paraprofessional at AMS; 9-month, 5.75-hour position
- d. Nicole Geradi, Special Education Paraprofessional at AIS; 9-month, 5.75-hour position
- e. Pamela Markulin, Paraprofessional Lunch/Recess Monitor at AES; 9-month, 5.75-hour position
- f. Gregory Tibolla, Maintenance: 12-month, full-time effective 9/2/2025

**3. OAPSE Transfers**

- a. Alice Denovchek, AIS Paraprofessional to AIS Special Education Paraprofessional; 9-month, 5.75 hours
- b. Carrie Eckert, Fitch Special Education Paraprofessional; 9 month, 5.75 hours (8:45am to 2:30pm)
- c. Alisha Harris, Fitch Food Service; 9-month, 3.5-hour, replacing Myra Papa
- d. Kerry Lanterman, Special Education Paraprofessional Involuntary transfer from AES to AMS
- e. Crystal Shannon, Special Education Paraprofessional Involuntary transfer from AES to AMS

**4. AEA Appointments**

- a. Carolyn George, Intervention Specialist assigned to AMS; Youngstown State University, Bachelor of Science Degree in Education; 0-years teaching experience, Bachelor Column-Step-0 replacing Antonetta Malvestuto due to retirement
- b. Kristin O'Neill, Intervention Specialist assigned to Fitch/Falcon Pride Online; Walden University, Master of Science Education Degree; 30 plus years teaching experience, Master Column-Step 5 replacing Melissa Richards due to resignation
- c. Jenna Riccardo, Grade 3 ELA/Science Teacher; West Liberty University, Master of Arts Degree in Education; 0-years teaching experience, Master Column-Step-0 replacing Jeff Rhodes due to resignation
- d. Taylor Susany, Intervention Specialist assigned to AMS; Thiel College, Bachelor of Arts Degree in Early Child Education/Special Education; 0 years teaching experience, Bachelor Column-Step 0 replacing Marissa Wiley due to internal transfer

**5. AEA Transfers**

- a. Haley Castellano, Involuntary transfer from AES Intervention Specialist to AIS Intervention Specialist
  - b. Brad Clyde, Involuntary transfer from Fitch (9-12) Social Studies to AMS Grade 7 Social Studies
- 6.** Jessica Lowe, Limited 1-year Contract for the 2025-2026 school year; correction from 5/15/25 agenda

**B. NON-BARGAINING UNIT PERSONNEL**

**Falcon Fives PreK Program**

Ashley Byrd, PreK Aide at \$12 per hour limited to 28.75 hours per day

Michelle Burns, Substitute PreK Teacher at \$16.50 per hour

Rachel Mrazik, PreK Teacher limited 1-year contract at 37,661

Donnajeane Redeker, PreK Aide at \$12 per hour limited to 28.75 hours per day

**Maintenance**

David Laurie, 12-month, limited to 24 hours per week as needed effective 7/14/2025

**Falcon Pride Online Program**

Mary Ann Lemke, Falcon Pride Online Instructional Assistant at \$16.50 per hour limited to 28.75 hours per week

Kenneth Mills, Falcon Pride Online Tutor at \$20 per hour limited to 28.75 hours per week

Theresa Miller, Falcon Pride Online Tutor at \$20 per hour limited to 28.75 hours per week

**Grant Funded AES Title I Tutors - \$25 per hour, limited to 5.75 hours daily, not to exceed 172 days**

Katherine Buonavolonta

Rae Jeanne Mollica

**Grant Funded AIS Title I Instructional Assistants - \$16.50 per hour limited to 5.75 hours daily not to exceed 166 days**

Isabella Cashioli

Dina Giambattista

Riley Hostetler

Megan Yarabenetz

Kristi McGivern

**Grant Funded by Title I Attendance Coordinators - \$16.50 per hour limited to 5.75 hours daily not to exceed 166 days**

Charlotte Good, AES/AIS  
Barbara Tomic, AMS

**Instructional Support Staff**

Karma Minkewicz, AES Intervention Tutor at \$25 per hour, limited to 28.75 hours per week  
Erika Scharf, Fitch ELA Intervention Tutor at \$20 per hour as needed, limited to 28.75 hours per week  
Angela Rozzo, Fitch Long-term Substitute Social Studies Teacher at the substitute rate of \$125 per day from August 22 through November 14, 2025

**C. LEAVE OF ABSENCE**

- a. Stephanie Pavlich - FMLA - Effective 7/15/2025 - 10/8/2025
- b. DonnaMarie Shilling - Intermittent FMLA- effective 8/25/2025
- c. Robert Duda - FMLA - Effective 8/25/2025- 11/17/2025
- d. Joy Noble- Intermittent FMLA - effective 8/25/2025
- e. Carly Neher: FMLA - effective 8/25/25-11/17/25
- f. Kristina Hawkins - FMLA - effective 8/20/25-9/30/25
- g. Michele DiMuzio, Two (2) unpaid days: 9/15/2025 and 9/16/2025
- h. Gina Moorhead, One (1) unpaid day: 9/3/2025
- i. Constance Ortiz, Five (5) unpaid days: 9/15/2025 through 9/19/2025
- j. Sherry Sturtz, Three (3) unpaid days: 10/31/2025, 11/3/2025, and 11/4/2025

**D. MVRCOG PERSONNEL**

- a. Jeanne Senchak, School-based Mental Health Counselor

**E. AEA TEACHER LEADER SUPPLEMENTALS 2025-2026 SCHOOL YEAR**

One asterisk (\*) denotes longevity percentage / two asterisks (\*\*) denotes maximum longevity percentage

- a. Alexis Kuhns, Grade 3 ELA/Science - 3.5%
- b. Joseph McMahon, Grades 9-12 Intervention Specialist - 5%

**F. ATHLETIC SUPPLEMENTAL POSITIONS (2025-2026 SY)- AEA MEMBERS**

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

**FITCH**

- a. Luke Kelty, Football Defensive Co-Coordinator - 12.5%

**AMS**

- a. James Fisher, Football Assistant - 9%

**G. ATHLETIC SUPPLEMENTAL POSITIONS (2025-2026 SY)- NON-AEA MEMBERS**

**FITCH**

- a. Andrew Whitfield, Soccer Assistant Boys Coach - 11%
- b. Benjamin Bradley, Soccer Assistant Boys Coach - 11%

**AMS**

- a. Dejwan Stubbs, Football Assistant - 5%

**H. ATHLETIC- EVENT STAFF**

- |                       |                      |
|-----------------------|----------------------|
| a. James Penk         | u. Heather McGahgan  |
| b. Johnathan Bacak    | v. Cathy Mellott     |
| c. Deborah Berni      | w. Lisa Mozzillo     |
| d. Melissa Crump      | x. Susan Roberts     |
| e. Lisa Fitzgerald    | y. Michelle Stewart  |
| f. Jennifer Hykes     | z. Gerald Tarr       |
| g. Brittney Inglis    | aa. Nate Armstrong   |
| h. Kenneth Kilpatrick | bb. Margaret Bennett |
| i. Kari Knight        | cc. Kate Duncko      |
| j. Joseph McMahon     | dd. Margaret Gannon  |
| k. Tracy Boyd         | ee. Vicki Gleydura   |
| l. Thomas Deluca      | ff. Barb Gonda       |
| m. Cheryl Duncko      | gg. Robert Jones     |
| n. Carrie Eckert      | hh. Ross Linert      |
| o. Melissa Swantner   | ii. Ellen Mancini    |
| p. Becky Feicht       | jj. Karma Minkewicz  |
| q. April Ferguson     | kk. David Patrick    |
| r. Debra Fuller       | ll. Barb Tomic       |
| s. John Jones         | mm. Brenda Wensyel   |
| t. Dana Kosco         |                      |

**I. CLASSIFIED NON-TEACHING SUBSTITUTE PERSONNEL**

**Food Service**

Gina Anderson  
Angela Fossesca  
Debbie Hagerty  
Kimberlee Kelly  
Linda Kurfis  
Barbara Linert  
Jodi McBride  
Janice Pitzer  
Melissa Rowbottom  
Pamela Ventimiglia

**Paraprofessional**

Thomas Cucaro  
Pamela Ventimiglia  
Carmela Yakell

**J. VOLUNTEERS- Athletic**

- a. Brock Barrett
- b. Alie Ruheim

**K. STUDENT TRIPS**

- a. Who: High School Boys Cross Country Team (optional for all team members)  
What: Boys Cross Country Team Camp  
Where: Cuyahoga Valley National Park  
When: 8/5/25 - 8/7/25  
Transportation: Parents driving  
Hotel: Stanford House 6093 Stanford Road Peninsula, OH 44264

Expenses: Booster Club, student self pay  
Chaperone(s): Mike Dahmen  
Contact: Mike Dahmen

- b. Who: Fitch Concert Choir  
What: 2026 Tour - Virginia Beach, VA  
When: April 16, 17, 18, 19 of 2026  
Where: Virginia Beach, VA  
Transportation: Myers Motor Coaches  
Funding: Student funded and fundraisers/donations  
Chaperones: Bill Klein, Megan Klein, Taylor Phillips, Melissa Swattner  
Purpose: Educational/VA Performances/Choral Competition\  
Contact: Bill Klein

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;  
Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

## 9. FOOD SERVICE

Upon the recommendation of the Superintendent, approve meal prices for the 2025-2026 school year as follows:

| School                         | Breakfast | Lunch  |
|--------------------------------|-----------|--------|
| Austintown Fitch High School   | \$2.00    | \$3.25 |
| Austintown Middle School       | \$2.00    | \$3.00 |
| Austintown Intermediate School | \$2.00    | \$3.00 |
| Austintown Elementary School   | \$2.00    | \$3.00 |
| Adult Meals                    | \$3.25    | \$5.25 |

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;  
Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

## 10. 2025-2026 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

The committee will meet a minimum of three (3) times per year but no more than six (6) times per year; \$500 yearly stipend rate of yearly professional development contact hours.

**District Chairperson:** Janet Polish

### Administrative Members

AES- Tim Pappagallo  
AIS- Robin Vickers  
AMS- Joanie Jones  
FITCH- Dave Phillips

### AEA Members

AES- Tami Franklin  
AIS- Jessie Geiser  
AMS- Kim Freisen  
FITCH- Theresa Dutton

### AEA President Designee

Stephen DiBacco

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;  
Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

## 11. AGREEMENT

Upon the recommendation of the Superintendent, approve the following contractual agreement made by and between the Austintown Local School District ("District") and Supplemental Educational Services, Inc. (SESINC) for the period beginning July 1, 2025 and ending on June 30, 2026 to provide staff for delivery of Title I services to the Austintown Local School District students at the following:

- Valley Christian School Title I Services
- St. Christine School Title I Services
- St. Rose School Title I Services
- Islamic Academy of Youngstown Title I Services
- ACLD School Title I Services

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

## 12. AGREEMENT

Upon the recommendation of the Superintendent, approve the following contractual agreement for Legacy Visiting Health Service:

This CONTRACT ("contract") is made by and among Austintown Local School District ("School District") and Legacy Visiting Health Services , an Ohio Corporation, ("Legacy Health Services").

### Recitals

- I. Legacy Visiting Health Services is currently providing in-home nursing services for the benefit of a Student.
- II. The Student and Student's parents desire to have the Student participate in educational programs to be provided by the School District ("the "Program") at Austintown Local Schools in Austintown, Ohio (the "School")
- III. The Student's physician has provided the Student's plan of treatment that the Student is to have a nursing professional ("Nurse") accompany the Student as the Student is transported to and from the School and while the Student attends and participates in the Programs.
- IV. Legacy Visiting Health Services is willing to provide a Nurse to accompany the Student to and from School while Student is attending and participating in the Programs, and the School District is willing to pay Legacy Visiting Health Services to do so.

The parties hereto thereby agree to the following as presented.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

### **13. AGREEMENT**

Upon the recommendation of the Superintendent, approve the following contractual agreement with Mahoning Valley Community School:

This AGREEMENT ("Agreement") is made by the AUSTINTOWN LOCAL Board of Education ("Board" or "District") and the MAHONING VALLEY COMMUNITY SCHOOL Governing Board ("MAHONING VALLEY COMMUNITY SCHOOL").

WHEREAS, the MAHONING VALLEY COMMUNITY SCHOOL is authorized to enter into agreements to provide services to the Board, payment of which shall be specified in this Agreement;

WHEREAS, the Board wishes to utilize the MAHONING VALLEY COMMUNITY SCHOOL's services during the term of this Agreement;

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

#### **1. SERVICES**

- a. During the term of this Agreement, the Board hereby engages the MAHONING VALLEY COMMUNITY SCHOOL to perform services required by the Board.
- b. The MAHONING VALLEY COMMUNITY SCHOOL hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The MAHONING VALLEY COMMUNITY SCHOOL hereby complies with all Medicaid billing requirements under 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries. MVCS will allow representatives of the U.S. Department of Human Services, ODM, ODEW, or their respective designee access to the subcontractor's books, documents and records. MVCS will also insure that they and their principles are not suspended or debarred.
- d. The MAHONING VALLEY COMMUNITY SCHOOL shall provide the following services to the Board:
  1. Mahoning Valley Community School Collaborative \$105 per student day.

#### **2. TERM**

The MAHONING VALLEY COMMUNITY SCHOOL and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on July 1, 2025 and shall terminate on June 30, 2026.

#### **3. COMPENSATION**

- a. The cost of all services to be provided to the Board by the MAHONING VALLEY COMMUNITY SCHOOL, as provided in Section 1(c) of this Agreement, are estimated costs only. On an annual basis, the MAHONING VALLEY COMMUNITY SCHOOL will provide the Board with an invoice reflecting the actual cost of the services provided to the Board by the MAHONING VALLEY COMMUNITY SCHOOL under this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.

- b. The Board agrees to pay all expenses for personnel assigned to instruct the District's students, including, but not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

#### **4. LICENSURE/CERTIFICATION**

The MAHONING VALLEY COMMUNITY SCHOOL will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the MAHONING VALLEY COMMUNITY SCHOOL for inspection, upon request, by the Board.

#### **5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

The MAHONING VALLEY COMMUNITY SCHOOL will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

#### **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Board and MAHONING VALLEY COMMUNITY SCHOOL acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Board and MAHONING VALLEY COMMUNITY SCHOOL agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

#### **7. UNEMPLOYMENT**

The Board agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

#### **8. TERMINATION**

The Board agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and/or services contracted for in this Agreement to the MAHONING VALLEY COMMUNITY SCHOOL no later than February 15, 2026.

## **9. NOTICES**

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the MAHONING COUNTY HIGH SCHOOL:

Mahoning Valley Community School  
c/o Jennifer Merritt, Superintendent  
2026 South Avenue  
Youngstown, OH 44502

If to the District:

Austintown Local School District  
c/o Timothy Kelty, Superintendent  
700 S Raccoon Road  
Austintown, OH 444515

## **10. GOVERNING LAW**

The laws of the State of Ohio shall govern this Agreement with venue in Mahoning County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

## **11. FORCE MAJEURE**

Neither the Board nor MAHONING VALLEY COMMUNITY SCHOOL shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

## **13. AMENDMENT**

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or MAHONING VALLEY COMMUNITY SCHOOL is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and MAHONING VALLEY COMMUNITY SCHOOL.

## **14. BENFIT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

#### **15. WAIVER OF BREACH**

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

#### **16. INSURANCE/RESPONSIBILITY**

- a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Board and/or MAHONING VALLEY COMMUNITY SCHOOL as a result of the MAHONING VALLEY COMMUNITY SCHOOL's provision of services under this Agreement, the Board and MAHONING VALLEY COMMUNITY SCHOOL shall each be responsible for its own attorney fees and costs associated with such litigation.

#### **17. COUNTERPARTS**

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

#### **18. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Board and MAHONING VALLEY COMMUNITY SCHOOL in public session and executed by the parties.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### **14. RESOLUTION**

Upon the recommendation of the Superintendent, approve the resolution authorizing the procurement and installation of security camera, surveillance equipment and related upgrades from angeltrax for the school district bus fleet.

WHEREAS, the District has determined that the security camera and surveillance equipment on the District's school bus fleet must be upgraded.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Austintown Local School District, Mahoning County, Ohio, that:

Section 1. Security and Protection of School District Property, Students and Personnel. For the aforesaid reasons, this Board hereby determines that in order to provide for the security and protection of School District property, students and personnel, the security camera and surveillance equipment upgrades as set forth in the preambles to this Resolution shall be procured and installed including all necessary labor and related work in connection therewith.

Section 2. Approval of Contract. The Treasurer of this Board is hereby authorized and directed to enter into a contract with AngelTrax for the work as set forth in the preambles of this Resolution in accordance with the vendor's proposal currently on file.

Section 3. Modifications. This Board hereby authorizes the Treasurer to act on behalf of the Board with respect to decisions required by the Board for the project, including the authority to approve the project schedule and amendments to the project schedule, resolution of claims, and approval of modifications up to an aggregate cap of ten percent (10%) of the contract sum. No modification shall be approved, signed or delivered that would require the Board to spend an additional amount for costs of the project unless the Treasurer of this Board certifies that there is available, or in the process of collection, to the credit of an appropriate fund and not encumbered for any other purpose the amount needed to meet the Board's additional obligations incurred by the modification.

Section 4. Approval and Execution of Related Documents and Related Actions. The President or Vice-President and Treasurer of this Board and the Superintendent, or such other School District officials as shall be designated by those officials, as appropriate, are each authorized and directed to sign any certificates or documents, and to take such other actions as are desirable, advisable, necessary or appropriate, to consummate the transactions and carry out the work contemplated by this Resolution and the contract.

Section 5. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in and related to this Resolution are hereby approved, ratified and confirmed.

Section 6. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board of Education that resulted in such formal actions were held in meetings in compliance with the law.

Section 7. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 8. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;  
Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### **15. MEMORANDUM OF UNDERSTANDING**

Upon the recommendation of the Superintendent, approve the following Memorandum of Understanding:

This Memorandum of Understanding is entered into as an agreement between the Austintown Local School District (herein the "Board") and the Austintown Education Association OEA/NEA (herein the "Association").

WHEREAS, the Board and the Association are parties to a collective bargaining agreement that is in effect from August 29, 2024 to August 28, 2027, 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:

The Athletic Supplemental for two Boys Assistant Soccer Coach positions at Fitch High School, contractually compensated at 5.5%, will be combined into the following position:

Fitch Assistant Boys Soccer Coach 11%

This MOU will remain in effect for the 2025-2026 school year. The necessity for the combined positions shall be revisited for need prior to the start of the 2026-2027 school year.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### 16. GIFTED POLICY AND PLAN

Upon the recommendation of the Superintendent, approve the updated gifted policy and plan to include the following additions:

- **Pgs 1-11**
  - Assessments updated to reflect new list of approved assessments for gifted screening
- **Pg 15**
  - Math and Reading Cluster Group setting was provided to grades 3-12. It is now a service model for grades K-12.
  - Resource Room/Pull Out Service removed for grades K-5.
  - Resource Room/Pull Out Service added for grades 7-8 to serve students with Superior Cognitive and/or Reading gifted identifications with Michele Porter, GIS.

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### 17. HANDBOOK APPROVAL

Upon the recommendation of the Superintendent, approve the following handbooks for the 2025-2026 school year:

- |                                   |                                 |
|-----------------------------------|---------------------------------|
| a. Austintown Elementary School   | d. Austintown Fitch High School |
| b. Austintown Intermediate School | e. Food Service Department      |
| c. Austintown Middle School       |                                 |

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### 18. PUBLIC MEETING FOR SEPTEMBER, 2025

Work Session: Date: \_\_\_\_\_ Location: \_\_\_\_\_ beginning at \_\_\_\_\_ AM/PM

Regular Session: Date: \_\_\_\_\_ Location: \_\_\_\_\_ beginning at \_\_\_\_\_ AM/PM

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_;

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

#### 19. TREASURER COMMENTS

#### 20. SUPERINTENDENT COMMENTS

**21. BOARD COMMENTS**

**22. ADJOURNMENT**

Motioned by \_\_\_\_\_; Seconded by \_\_\_\_\_; Time:\_\_\_\_:\_\_\_\_AM/PM

Vote: Mr. Marcum, Y/N; Mrs. Mock, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N