

Austintown Board of Education

June 2, 2026

Special Session 5:00PM

Austintown Board of Education Office

700 S. Raccoon Road

Board Members

Mrs. Kim Smrek, President
Mr. Don Sherwood, Vice President
Mrs. Katie Berdis, Member
Mr. Fred Marcum, Member
Mr. Harold Porter, 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: _____

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

2. 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: Mrs. Berdis, Y/N; Mr. Marcum, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

3. RECALL TO ORDER Returned to Regular Session _____ at ____:____ AM/PM

Pledge of Allegiance and Vision/Mission Statement Read by: _____

4. RESOLUTION

Upon the recommendation of the Superintendent, approve the following resolution declaring that the property identified in the records of the Mahoning County, Ohio auditor as parcel identification no. 48-107-0-020.01-0 is no longer needed for school purposes and authorizing the sale of that real property by public auction:

WHEREAS, this Board is the owner of real property identified in the records of the Mahoning County, Ohio Auditor as Parcel Identification No. 48-107-0-020.01-0 (the "Property"); and

WHEREAS, this Board intends to offer the Property for sale at public auction in accordance with Section 3313.41 of the Revised Code.

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

Section 1. Need for and Value of the Property. This Board finds, determines and declares that the Property is no longer needed for school purposes and exceeds \$10,000 in value.

Section 2. Start-Up Community Schools, STEM Schools and College Preparatory Boarding Schools. The Treasurer shall first adhere to the applicable requirements of offering the Property for sale to the governing authorities of start-up community schools, STEM schools and college preparatory boarding schools located within the territory of the School District in accordance with Ohio Revised Code 3313.413.

Section 3. Authorization of the Sale of the Property. If the Property does not sell in accordance with the process set forth in Section 2 herein, then this Board hereby approves and authorizes the sale of the Property by public auction in accordance with Section 3313.41(A) of the Revised Code after giving at least thirty (30) days' notice of the public auction by publication in a newspaper of general circulation in the School District or by posting notices in five of the most public places in the School District.

Section 4. Approval and Execution of Related Documents. The President or Vice-President, Superintendent and Treasurer of this Board, 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 contemplated by this Resolution, including but not limited to retaining the services of realtors or auctioneers and procurement of surveys, legal descriptions, appraisals, title searches and lot split approvals.

Section 5. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6. 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 this Resolution are hereby approved, ratified and confirmed.

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 _____; Time: _____:_____AM/PM
Vote: Mrs. Berdis, Y/N; Mr. Marcum, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

5. RESOLUTION

Upon the recommendation of the Superintendent, approve the following resolution accepting the ranking of the top three firms that responded to the district's request for qualifications for professional design services and authorizing the execution of a design services agreement with Wright engineering for the repairs, renovations and upgrades at Austintown Fitch High School:

WHEREAS, the District solicited statements of qualifications for the services of a professional design firm in accordance with Sections 153.65 to 153.71 of the Ohio Revised Code for the repairs, renovations and upgrades at Austintown Fitch High School; and

WHEREAS, the District's selection committee conducted interviews with the firms, evaluated their statements of qualifications, and pursuant to that process, ranked Wright Engineering as the most qualified firm to provide the services; and

WHEREAS, this Board intends to accept the recommendation of its selection committee and authorize an agreement with the firm ranked most qualified.

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

Section 1. Ranking of Firms. The Board confirms, accepts and adopts the recommendation of the selection committee and determines the following firms to be the most qualified to provide the required professional design services in the following order of ranking: First, Wright Engineering; Second, Executive Engineering; Third, J.M. Verostko, Inc.

Section 2. Approval and Execution of Design Services Agreement. The Treasurer of this Board is hereby authorized to sign, acknowledge and deliver in the name of and on behalf of the School District an agreement for design services with Wright Engineering consistent with the firm's proposal currently on file with the Treasurer. The execution of the agreement is approved with such terms and conditions that are not materially inconsistent with this Resolution, not substantially adverse to the Board of Education, and that are permitted by law. The approval of such terms and conditions, and that such terms and conditions are not materially inconsistent with this Resolution and not substantially adverse to the Board of Education, shall be conclusively evidenced by the signing of the agreement by the Treasurer.

Section 3. Approval and Execution of Related Documents. 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 contemplated by this Resolution

Section 4. 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 this Resolution are hereby approved, ratified, and confirmed.

Section 5. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6. 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.

Section 7. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motioned by _____; Seconded by _____; Time: _____: _____ AM/PM
Vote: Mrs. Berdis, Y/N; Mr. Marcum, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

6. AGREEMENT

Upon the recommendation of the Superintendent, approve the following contractual agreement with Right School LLC. :

- A. The District and the Provider wish to enter into an agreement that defines their relationship, describes services that the Provider will provide for and on behalf of the District, and establishes the manner in which services will be provided.
- B. The Provider has expertise in providing services of the type described in this Agreement and has the necessary knowledge, skill, and experience to provide those services for the District.
- C. The District desires to retain the Provider to provide the services described in this Agreement at the schools listed in this Agreement or any of the Schedules incorporated herein.
- D. The Parties agree that Right At School will operate the District's enrichment programs at the schools set forth below as of the Effective Date. Programs include summer camp and/or other enrichment programming, including, but not limited to after school and before school programming.
- E. The District may provide written authorization to Right At School to operate the District's enrichment programs at one or more additional schools, which authorization Right At School may, in writing, accept or reject in its sole discretion.
- F. If Right At School accepts the authorization to operate the District's enrichment programs at one or more additional schools, such programs shall be operated in accordance with and subject to this Agreement.
- G. This Agreement includes a License and Facilities Use Agreement that authorizes Provider to use the District's facilities to operate the District's out-of-school-time programs and authorizes Provider to operate Provider's summer camp and other camp programs in

School Facilities when the District's schools are in operation, subject to the terms and conditions set forth in Schedule D.

H. This Agreement includes the following Schedules which are fully incorporated herein.

Schedule A: General Terms and Conditions

Schedule B: Services

Schedule C: Payments (if applicable)

Schedule D: School Facilities License and Building Use Agreement

AGREEMENT

Section 1: Incorporation of Recitals and Schedules. The foregoing Recitals and Schedules are incorporated into and made a part of this Agreement.

Section 2: School Facilities: Authorized Use.

2.1 The District is the owner of the school facilities identified in Schedule B of this Agreement (the "School Facilities").

2.2 The District authorizes Provider to operate District's out-of-school time programs at the School Facilities.

2.3 The District also authorizes Provider to operate Provider's summer and other camp programs at the School Facilities when the School Facility is not in session and subject to the additional terms and conditions set forth in Schedule D.

Section 3: Term; Renewal.

3.1 Initial Term. This Agreement is for a term commencing on the Effective Date and continuing through July 31, 2027 (the "Term"), unless the Agreement is terminated sooner in accordance with the terms of this Agreement.

3.2 Renewal. After the Term of this Agreement, the Agreement will automatically renew on a year to year basis, unless either Party provides written notice to the other Party no later than sixty (60) days prior to the then applicable Termination Date of the notifying Party's intent not to renew the Agreement for another year.

Section 4: Minimal Enrollment in Parent-Paid Programs

4.1. Right At School requires that a minimum of 15 students be pre-registered in each parent-paid program prior to the start of the academic year. If the number of pre-registered students in a parent-paid program is below 15 on or after 45 days before programming begins, Right At School may choose to close or consolidate the program with two (2) weeks' written notice. This section applies only to fully or partially parent-paid programs. It does not apply to fully District-paid programs. In fully District-paid programs, the Parties will agree upon enrollment requirements in Schedule C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective.

Motioned by _____; Seconded by _____; Time:____:____AM/PM
Vote: Mrs. Berdis, Y/N; Mr. Marcum, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N

7. ADJOURNMENT

Motioned by _____; Seconded by _____; Time:____:____AM/PM
Vote: Mrs. Berdis, Y/N; Mr. Marcum, Y/N; Mr. Porter, Y/N; Mr. Sherwood, Y/N; Mrs. Smrek, Y/N