
**SOUTH RANGE LOCAL BOARD OF EDUCATION MINUTES
REGULAR MEETING – MONDAY, SEPTEMBER 16, 2019**

The regular meeting of the South Range Local Board of Education was called to order at 7:00 p.m. by Corey Yoakam. The following members were present: Taylor Christian, Terri Lally, Amy White and Ralph Wince.

126-19 APPROVAL OF MINUTES

Mrs. Lally moved that the minutes of the regular meeting held on August 19, 2019 be approved. Mrs. White seconded the motion. All votes were yes.

Reports

The Treasurer/CFO presented the financial reports.

127-19 FINANCIAL REPORT & CLAIMS AND INTERIM PURCHASES

Mr. Wince moved that the financial report and the claims and interim purchases report presented by the Treasurer/CFO be approved. Mr. Christian seconded the motion. All votes were yes.

New Business

District Reports/Good News

District and Building Level Reports were presented by the following:

- A. Building Level Good News and Reports – Mr. Matos reported for all; all in attendance
- B. Curriculum and Instruction/Special Education – Mrs. Shari Lewis
- C. Transportation – Mrs. Brenda Hammond
- D. Technology – Mr. Dean Pagnotta
- E. Facilities- Mr. Dean Pagnotta

128-19 APPROVAL OF FY20 APPROPRIATIONS

Mr. Christian moved that the South Range Local Board of Education adopt the fiscal year 2020 appropriations:

South Range Local School District FY20 Appropriations (Initial)			
Fund Name	Fund Number	FY20 Approp. #1	FY19 Final #2
General Fund	001	\$13,591,400.00	\$13,111,767.00
Special Revenue Class		FY20 Approp.	FY19 Final
Public School Support	018-901H	\$4,925.26	\$1,803.49
Public School Support	018-903W	\$32,370.91	\$27,624.29
Public School Support	018-902E	\$63,346.01	\$49,240.34
Public School Support	018-906D	\$1,179.05	\$4,570.63
Tourny Passthrough	022	\$1,948.00	\$1,948.00
Athletics	300-900A	\$98,469.56	\$107,804.54
Athletics	300-901J	\$78.97	\$500.00
OneNet	451-9020	\$5,400.00	\$0.00
OneNet	451-9017	\$5,400.00	\$5,400.00
Secondary Transition	499-9018	\$0.00	\$537.49
School Safety	499-9020	\$0.00	\$7,130.30
IDEA	516-9019	\$3,351.95	\$244,907.10
IDEA	516-9020	\$246,707.62	\$0.00
IDEA - R	516-920R	\$0.00	\$12,733.44
Title 3	551-9020	\$0.00	\$165.66
Title 1	572-9019	\$14,552.75	\$92,800.71
Title 1	572-9020	\$105,296.46	\$0.00
Preschool Program	587-9020	\$0.00	\$4,010.87
Title II A	590-9020	\$25,733.86	\$26,290.17
Title IV A	599-9020	\$10,000.00	\$10,111.53
	TOTAL	\$618,760.40	\$597,578.56
Fund Name	Fund Number	FY20 Approp.	FY19 Final
Debt Service Fund			
Debt Payments	002	\$1,215,475.00	\$1,223,108.38
Permanent Improvement			
OSFC Maintenance	034-907B	\$140,000.00	\$138,948.07
Enterprise Fund Class			
Lunch Room	006	\$419,335.61	\$384,003.33
	TOTAL	\$419,335.61	\$384,003.33
Total Appropriations		\$15,984,971	\$15,455,405.34
* Total Amended Certificate		\$19,940,860	

Mr. Wince seconded the motion. All votes were yes.

129-19 SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING

Mrs. Lally moved that the South Range Local Board of Education adopt the following resolution:

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into this 16th day of September, 2019, by and between the **Beaver Township Board of Trustees/Beaver Police Department ("TOWNSHIP")**, whose mailing address is 601 W South Range Rd, North Lima, Ohio 44452 and the **South Range Local School District ("SCHOOL DISTRICT")**, whose mailing address is 11300 Columbiana Canfield Rd, Canfield, Ohio 44406.

WHEREAS, R.C. 3313.951 provides that if a school district utilizes school resource officer services, the school district and the appropriate law enforcement agency shall first enter into a memorandum of understanding that clarifies the purpose of the school resource officer program and roles and expectations between the participating entities; and

WHEREAS, R.C. 3313.95 grants boards of education the authority to enter into contracts with township police departments for the assignment of a police officer to a school to assist guidance counselors and teachers in working with students concerning alcohol and drug abuse; and

WHEREAS, the Beaver Township Trustees/Beaver Police Department are desirous of continuing to extend its police protection services and assistance with drug and alcohol abuse programs by continuing to provide a School Resource Officer ("SRO") to the School District and the School District is desirous of obtaining the services of the police department as permitted by the Ohio Revised Code as set forth above and otherwise; and

WHEREAS, the parties desire to enter into a Memorandum of Understanding outlining their duties relative to having a police officer(s) assigned to the School District to serve as the School District's SRO and to provide services as described in R.C. 3313.951 and 3313.95.

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

1. Commencing on the first day and continuing throughout the 2019-20 school session, the police department shall provide police protection to the School District by assigning a police officer(s) to perform the duties of a SRO to the School District and/or to provide additional police protection.
2. The SRO assigned to the School District shall complete training as set forth in R.C. 3313.951 (B), as applicable.
3. SRO Program goals include:
 - a. To promote a visible positive image of law enforcement interaction with students, teachers, staff and the school community.
 - b. To provide a safe and secure educational environment in partnership with the school system and law enforcement.
 - c. To serve as role model and develop a positive image with the student body.
 - d. Develop a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds.
4. As a SRO, the police officer shall provide law enforcement services and assist with drug and alcohol abuse education to the parties herein including, but not limited to the following:
 - a. Enforce the laws of the State of Ohio

- b. Formulate educational crime prevention programs to reduce the opportunity for crimes against persons and property in the schools;
- c. In order to assure the peaceful operation of school related programs, will, whenever possible, participate in or attend school functions;
- d. Coordinate with the school administration and be responsible for law enforcement and security activity at extra-curricular events;
- e. File reports as required by the police department's policies and procedures;
- f. Provide traffic control during the arrival and departure of students as able;
- g. Shall be informed of all criminal activity, which occurs on school campus during the day regardless of the seriousness of the offense, however, the school district or administrator shall have final decision-making authority regarding all matters of school discipline;
- h. Has the authority, as a law enforcement officer, to make arrests and use alternatives to arrest at his/her discretion, such as formal or informal charges;
- i. Though school rule violations and discipline shall remain the responsibility of the appropriate school administrator, the SRO shall assist, as requested, with discipline whether or not it is a violation of the law;
- j. Assist guidance counselors and teachers in working with students concerning alcohol and drugs abuse;
- k. Perform such other duties as are permitted under Ohio law and as mutually agreed to by the parties; and
- l. Coordinated crisis planning will remain in place and school crisis plans will be updated from time to time, as needed.

5. The SRO will provide a safe and secure school environment; serve as an educational resource and as a liaison between the School District and the police department. Specific daily assignments may vary to meet this function. The SRO will meet with School District Principal(s) or designee(s) to discuss plans and strategies to address any specific needs or issue that may arise related to the duties and expectations of the SRO program.

6. The SRO will be present for duty each day in the prescribed uniform as approved by the Beaver PD Chief of Police or his Designee, pursuant to appropriate policies, procedures and labor agreements.

7. The SRO will investigate and take reports of criminal activity committed in school buildings and on school grounds and assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned. The SRO has authority to make arrests and consider alternatives to arrest at his/her discretion. The SRO should be informed of criminal activities occurring on the school campus. The SRO will inform School Administration of criminal activities occurring on school campus to ensure all interested parties remain informed.

8. The SRO will not act in the capacity of a school disciplinarian and will take action only when there is a violation of law(s). School discipline is the responsibility of the appropriate school administrator. The SRO will have knowledge of the student handbook and with any gained knowledge report policy violations through appropriate channels to the school administration. The SRO will refrain from getting involved in matters or incidents that should be handled by school officials unless the incident poses a risk of harm to the school official, student(s) involved or other parties.

9. The SRO shall provide the services outlined herein in buildings occupied by students within the School District for eight hours per day for a total of 40 hours per week. The parties further agree that the daily schedule of the SRO will correspond to the dates and times school is in session. The parties acknowledge that, as directed by the Chief of Police, the SRO shall be permitted to leave the school premises during school hours or during school functions to assist the police department on emergency calls. At all times, any schedule assigned to the police officer under this Memorandum of Understanding is subject to final approval by the Chief of Police.

10. Each party will give prompt notice to the other whenever they observe or become aware of any fault or deficit in the service or any non-conformance with this MOU.
11. When school is not in session, i.e. during summer months, the police officer assigned hereunder shall provide law enforcement services to the Beaver Police Department.
12. Upon execution of this Memorandum of Understanding, the School District shall contribute \$36,350.00 annually, toward the salary of the SRO assigned hereunder. The funds due for this Memorandum of Understanding shall be paid to the Beaver Township Trustees upon receipt of an invoice for payment from the Township.
13. The parties agree that the amount reflected in paragraph 12 above represents all of the costs owed for the services provided under this Memorandum of Understanding.
14. The Chief of Police shall have the sole discretion in determining which of its police officers shall act as the SRO. The Chief shall also have the sole and exclusive authority to manage the police officer serving as the SRO. The police officer(s) serving under this Memorandum of Understanding will be Beaver Township employees and shall not be considered a School District employee. As such, the Chief and not the School District will be responsible for all liability incurred as a result of the actions of any police officer serving as an SRO under this Memorandum of Understanding.
15. With respect to its officer serving as the SRO, the Beaver Township Board of Trustees shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry, during the performance of this Agreement, and keep in full force workers' compensation insurance. If operation of an automobile occurs in the performance of this Memorandum of Understanding, then automobile liability insurance shall be mandatory in the amount of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in the annual aggregate. The Beaver Township Board of Trustees agrees to obtain and maintain, at all times throughout the term of this Memorandum of Understanding, general liability insurance with insurance companies licensed in the State of Ohio. The liability policy shall have limits of not less than \$2,000,000.00 per claim. A copy of the documents evidencing said coverage shall be furnished to the School District upon request.

The School District agrees to obtain and maintain, at all times throughout the term of this Memorandum of Understanding, general liability insurance with insurance companies licensed in the State of Ohio. The liability policy shall have limits of not less than \$2,000,000.00 per claim. A copy of the documents evidencing said coverage shall be furnished to the Beaver Township Trustees upon request.
16. The Chief of Police shall furnish supervision, equipment, communication services and supplies necessary to provide the police services under this Memorandum of Understanding.
17. All parties agree as a condition of this Memorandum of Understanding that they will strictly adhere to all factors specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. All parties further agree to comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this MOU. All parties agree as a condition of this MOU to make all services provided pursuant to this MOU accessible to the disabled/handicapped. Parties further agree as a condition of this MOU to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 U.S.C. 794) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this MOU.
18. All parties agree to abide by all applicable Federal and State laws regarding Drug-Free Workplace and establish and have a Drug-Free Workplace policy. All parties agree to make a good faith effort to ensure any and all of their providers, officials, officers, employees, agents, representatives, volunteers and or servants will not purchase, use, possess illegal drugs or abuse alcohol and/or prescription drugs in any way.

19. This Memorandum of Understanding may be terminated by any party upon the service of written notice to all parties at least 30 days prior to the proposed date of termination.

20. For purposes of providing notice under this Memorandum of Understanding, the following individuals shall receive notice at the addresses listed on page one of this Memorandum of Understanding: For the Beaver Township Trustees: the Fiscal Officer, with a copy to the Chief of Police; and for the School District: the Superintendent.

21. This Memorandum of Understanding contains the entire understandings between the parties with respect to the transaction contemplated herein. No prior or oral agreements shall be binding. This Memorandum of Understanding may only be amended pursuant to a written document executed by all parties.

22. This Memorandum of Understanding shall be construed in accordance with and subject to Ohio law.

23. This Memorandum of Understanding may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

24. If any section or part of this Memorandum of Understanding is held by a court of competent jurisdiction to be invalid, such section shall not affect the validity of any other part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the day and year first written above.

Mrs. White seconded the motion. All votes were yes.

*Signed agreement on file in Board Offices.

130-19 SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Mrs. White moved that the South Range Local Board of Education adopt the following resolution:

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into as of this 16th day of September, 2019, by and between MAHONING COUNTY SCHOOL EMPLOYEES INSURANCE CONSORTIUM, 7320 North Palmyra Road, Canfield, Ohio 44406 (“MCSEIC”) and SOUTH RANGE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, 11375 Columbiana-Canfield Road, Canfield, Ohio 44406, (“South Range”), in full and final settlement of any and all claims and causes of action existing between the parties in regard to and arising from South Ranges separation from the Mahoning County School Employees Insurance Consortium, as reflected in the Complaint, Counterclaim, and Third Party Complaint filed in Case No. 2019 CV 01056 in Mahoning County (Ohio) Court of Common Pleas (“Litigation”).

WITNESSETH:

WHEREAS, South Range was no longer a participating district in the MCSEIC as of October 2017;

WHEREAS, MCSEIC filed suit against South Range in the Mahoning County Court of Common Pleas alleging breach of the consortiums agreement with South Range and the manner of South Range’s being separated from the consortium, and South Range asserted a counterclaim against MSCEIC and John Does 1, 2, 3, 4 and 5;

WHEREAS, South Range denies liability of any nature to MCSEIC, and MCSEIC denies any liability of any nature to South Range, but the parties agree that it is in their own best interests to terminate the Litigation by settlement;

AND NOW, THEREFORE, in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00), to be paid in three equal annual installments by South Range to MCSEIC, the first installment to be paid on or before October 1, 2019, and the subsequent installments to be paid on or before October 1 for the two ensuing years, and in consideration of the mutual releases and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows: MCSEIC agrees to release and forever discharge South Range, its administrators, board members, employees, agents, successors and assigns, both known and unknown, whether or not herein named or referred to, from any and all actions, causes of action, suits, liens, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands of any kind whatsoever, known or unknown, foreseen and unforeseen, regarding or relating in any manner to a dispute between the parties which has been raised, or which possibly could have been raised, by MCSEIC in the Litigation, or which otherwise stems from South Range's past participation in the Mahoning County School Employees Insurance Consortium, other than any potential action to enforce the terms of this Settlement Agreement and Mutual Release.

South Range agrees to release and forever discharge MCSEIC, its administrators, board members, employees, agents, successors and assigns, both known and unknown, whether or not herein named or referred to, and John Does 1, 2, 3, 4 and 5, and their respective successors and assigns, both known and unknown, whether or not herein named or referred to, from any and all actions, causes of action, suits, liens, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands of any kind whatsoever, known or unknown, foreseen and unforeseen, regarding or relating in any manner to a dispute between the parties which has been raised, or which possibly could have been raised, by South Range the Litigation, or which otherwise stems from South Range being a past participating district in the Mahoning County School Employees Insurance Consortium. MSCEIC and South Range further agree that upon the execution of the Settlement Agreement and Mutual Release, that they will forthwith and promptly file a dismissal entry marking the Litigation settled and discontinued.

The undersigned further declare and represent that no promise, representation or inducement not herein expressed has been made to the undersigned, and that this Agreement contains the entire agreement between the parties hereto.

Intending to be legally bound hereby, the parties have hereunto set their hands on the dates reflected next to the signatures below:

Mrs. Lally seconded the motion. All votes were yes.

*Signed agreement on file in Board Offices.

131-19 SCHOOL BUS ROUTES, STOPS AND PROCEDURES FOR THE 2019/2020 SCHOOL YEAR

Mr. Christian moved that the South Range Local Board of Education approve the routes and stops for South Range busses for the 2019/2020 school year and direct the Superintendent and Director of Transportation to make such changes in routes and stops as may be necessary or useful in their judgment until the Board next approves routes and stops. Mr. Wince seconded the motion. All votes were yes.

132-19 DECLARATION OF IMPRACTICALITY TO TRANSPORT & APPROVAL OF PAYMENT IN LIEU OF TRANSPORTATION

Mrs. Lally moved that the South Range Board of Education declare it impractical for reasons of time and distance required to provide the transportation, number of pupils to be transported and cost of transportation in terms of equipment, maintenance, personnel and administration to private and parochial schools outside the South Range School District. Approval of the following for the 2019/2020 school year: Bella Drokin, Capri Drokin, Ellie Drokin, Megan Brockway, Evan Brockway, Meredith Walter, Aidan Dmyterko, Caleb Dmyterko, Emma Dmyterko, Brayden Prislipsky, Bryce Prislipsky, Lacie Greier, Blake Greier, Camden Pitzer, Caleb Lehman, Nevaeh Lehman, Ave Lehman, Mercede Dennison, Ayden Dennison, Edward Driscoll, Anne Driscoll, and Chloe Sante. Due to the impracticality, payment in lieu of transportation will be approved. Mr. Christian seconded the motion. All votes were yes.

Public Participation – September Agenda Items

Non-Agenda Items – Public Participation

August/September/October District Update

The Superintendent updated the Board and audience of events and activities within the district. The Superintendent also discussed events that have taken place since the last meeting and outlined future events and activities that may take place prior to the next Board of Education meeting.

133-19 EXECUTIVE SESSION

Mrs. Lally moved that the South Range Local Board of Education go into executive session:

Executive Session - The Board and its committees and subcommittees reserve the right to enter into executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

- ORC 121.22 and Board Policy 0166– Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.
- Consideration of the purchase of property for public purposes, or sale or other disposition of unneeded, obsolete, unfit-for-use property at competitive bidding (North Lima Stadium/Memorial Field), if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.

- To discuss relative to security arrangements and emergency response protocols for the Board of Education. Mrs. White seconded the motion.

Roll Call

Taylor Christian	Yes
Terri Lally	Yes
Amy White	Yes
Ralph Wince	Yes
Corey Yoakam	Yes

The Board entered executive session at 7:40 P.M. and returned to open session at 7:57 P.M.

134-19 PERSONNEL

Mrs. Lally moved that the South Range Local Board of Education approve the following:

Approve for the 2019/2020 school year, the following people as substitute teachers, on an as needed basis, as long as all criteria is met (current certificate/license; T.B. test result; resume; and FBI & BCI&I report)

Patricia Schaal	Rae Ann McDonald	Alannah Pelini
Deena Suszcynski	Tom Draper	Nicole Barkett
Gretchen Kuhns	Charlene Creed	Laura Durch
Richard Hura	Mary Aey	Denise Kosek

Approve, as itinerant and/or substitute bus drivers, cafeteria aides, custodial aides, teacher aides, nurse, office aides, playground aides, bus and/or van driver aides, etc., for the 2019/2020 school year the following people: (after current certificate/license/permits; BCI/FBI, PAP reports are on file)

Kelli Yeagley	Kris Chismar	Tina Bryan
Charlene Creed	Shannon Freedy	

Approve Gianna Rohan as a Homebound Instruction Tutor for the 2019/2020 school year at the SRCEA/SRBOE negotiated agreement rate for tutors.

Accept the resignation of Kathy Komara (Varsity Volleyball Coach) effective September 18, 2019.

Modify the supplemental coaching contract of Kalie Luklan from high school assistant volleyball coach to Varsity Volleyball Coach effective September 18, 2019. Ms. Luklan's contract will be prorated to reflect the coaching position change.

Approve the following supplemental contracts for the 2019/2020 school year:

*Nicole Fryfogle	Speech and Debate Advisor .5 fte
^Nicole Rothbauer	Speech and Debate Advisor .5fte
*Michael Murphy	7 th Grade Boys Basketball

^Kristen Szabo	Swim Coach .5fte
*Jordan Graham	Swim Coach .5fte
Clyde (Bill) Beaver	Middle School Cross Country Coach
*Lynnie Ritter	Assistant Volleyball Coach – Effective September 18, 2019. (prorated salary)
Kathleen Hull	Mentor
Jenny Benson	Mentor
Cynthia Maynard	10 days extended time - .5fte
Clyde (Bill) Beaver	Special education 3 days extended time

Approve the recall of the following part-time classified educational aides and part-time transportation aides from the RIF recall list as per the SRCEA/SRBOE Negotiated Agreement Article 5.3-9 for the 2019/2020 school year:

Elizabeth Reigrut

Approve Sara Stepan as a part-time educational aide for the 2019/2020 school year.

Retroactively approve Lisa Gorby as attendance secretary as per the negotiated SRCEA/SRBOE agreement effective for the 2019/2020 school year.

Retroactively approve James Fantone as the assistant high school interim track consultant for the 2018/2019 school year at a rate of \$3,467.70.

Approve Dan Pappalardo as an English Language Learner Teacher for the 2019/2020 at an hourly rate of \$40.27.

Approve Charlene Creed as a long term substitute teacher for Samantha McMahon (Maternity Leave) for the 2019/2020 school year effective October 14, 2019.

Approve the following ticket takers, score keepers, time keepers, game video, stat panel operators and message center operators for the 2019/2020 sports season. The individuals will perform their various duties at a rate of \$30.00 per event:

Jillian Strekansky
Macy Slabach
Drew Feren

Approve Ross Lanzo as a volunteer unpaid Freshman Boys Basketball Coach for the 2019/2020 school year.

Retroactively approve Jared Jenyk as the waste water treatment plant operator effective July 1, 2019 through June 30, 2020 at an hourly rate of \$35.00. Any work exceeding the one hour per day will be at a rate of \$25.00 per hour. Mr. Jenyk will not be eligible for health care benefits.

Retroactively approve George McDowell as a “technology aide” effective July 1, 2019-June 30, 2021.

Retroactively approve Alfred Davison as a part-time cleaner for the 2019-2020 school year at a rate of \$10.00 per hour.

Approve Nancy Valentine as a part-time bus aide for the 2019/2020 school year.

Positions were first offered to teachers employed by the Board, then to teachers not employed by the Board and then to qualified persons who are not teachers.

^ designates teacher not employed by SR Schools

* designates non teaching employee

All South Range School's personnel shall as a condition of employment produce an FBI & BCII record report and applicable license and/or Pupil Activity Permit acceptable to the Board. Personnel requiring licenses and/or Pupil Activity Permits shall file it with the Superintendent prior to beginning services with students. Persons hired for supplemental contract positions who are not teachers are offered these positions after they were offered to qualified teachers none of whom elected to apply for them.

Mrs. White seconded the motion.

Roll Call

Taylor Christian	Yes
Terri Lally	Yes
Amy White	Yes
Ralph Wince	Yes
Corey Yoakam	Yes

135-19 ADJOURNMENT

Mr. Christian moved that the South Range Local Board of Education adjourn the meeting.

Mr. Wince seconded the motion. All votes were yes.

Corey Yoakam, President

James R. Phillips, Treasurer/CFO