
**SOUTH RANGE LOCAL BOARD OF EDUCATION MINUTES
REGULAR MEETING – MONDAY, SEPTEMBER 19, 2016**

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

118-16 APPROVAL OF MINUTES

Mr. Yoakam moved that the minutes of the regular meeting held on August 15, 2016 be approved. Mrs. White seconded the motion. All votes were yes.

Reports

The Treasurer/CFO presented the financial reports.

119-16 FINANCIAL REPORT & CLAIMS AND INTERIM PURCHASES

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

120-16 INTERIM PURCHASES

Mr. Yoakam moved that the South Range Local Board of Education approve Purchase order #170062 in the amount of \$1,118.88 to William H. Sadler Company. The expenditure is for 4th grade vocabulary workbooks for the 2016/2017 school year. Mrs. White seconded the motion. All votes were yes.

121-16 INTERIM PURCHASES

Mr. Murray moved that the South Range Local Board of Education approve Purchase order #170465 in the amount of \$3,572.26 to OS Hill International. The expenditure is for repairs to bus #9. Mr. Kuhns seconded the motion. All votes were yes.

122-16 CHESS CLUB

Mrs. White moved that the South Range Local Board of Education directs the Treasurer/CFO to create a chess club student activity account number 200-917 C. Mr. Yoakam 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
- B. Athletics – Mr. Steve Rohan
- C. Curriculum and Instruction/Special Education – Mrs. Shari Lewis
- D. Transportation – Mr. Jim Terry
- E. Technology – Mr. Dean Pagnotta
- F. Facilities- Mr. Dean Pagnotta
- G. Student Achievement Liaison Report – Mr. Yoakam

123-16 BOARD POLICY ADOPTION

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

New Policy #3223 – Standard - Based School Counselor Evaluation

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

124-16 DECLARATION OF IMPRACTICALITY TO TRANSPORT & APPROVAL OF PAYMENT IN LIEU OF TRANSPORTATION

Mr. Kuhns 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 transport Marc Hack to Cardinal Mooney and Anthony Marino to Heartland Christian for the 2016/17 school year. Due to the impracticality, payment in lieu of transportation will be approved for the 2016/2017 school year and retroactively the 2015/2016 school year for transportation to ACLD for Marc Hack. Mrs. White seconded the motion. All votes were yes.

125-16 SCHOOL BUS ROUTES , STOPS AND PROCEDURES FOR THE 2016/2017 SCHOOL YEAR

Mr. Yoakam moved that the South Range Local Board of Education approve the routes and stops for South Range busses for the 2016/2017 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. Murray seconded the motion. All votes were yes.

126-16 CAREER TECHNICAL WAIVER RESOLUTION 2016/2017

Mrs. White moved that the South Range Local Board of Education intent to not expand/provide career-technical education to 7th and 8th grade students for the 2016/2017 school year. The board of education directs the superintendent to submit a waiver to the Ohio Department of Education requesting that CTE services be waived for the 2016/2017 school year. Mr. Kuhns seconded the motion. All votes were yes.

127-16 PETTY CASH

Mr. Yoakam moved that the South Range Local Board of Education adopt the following specifics regarding petty cash management per Board Policy 6625 and Ohio Revised Codes 3313.291 and 3313.51:

- A. allow the Treasurer to set maximum amount to be placed in each individual petty cash account;

The Accounts Are:

| | |
|-------------------------------|--------------------------|
| <i>HS Student Enhancement</i> | <i>- \$200.00</i> |
| <i>HS Office</i> | <i>- \$70.00</i> |
| <i>MS Office</i> | <i>- \$100.00</i> |
| <i>ES Office</i> | <i>- \$150.00</i> |
| <i>Central Office</i> | <i>- \$60.00</i> |
| <i>TOTAL</i> | <i>- \$580.00</i> |

- B. allow the Treasurer to set maximum amount of any single expenditure from that petty cash account;

The maximum amount to be spent per purchase is \$25.00

- C. require the Treasurer to designate the District official(s) who will be designated custodian(s) of each individual account and therefore authorized to draw money from that account.

The District Officials Responsible Are:

| | |
|-------------------------------|----------------------------------|
| <i>HS Student Enhancement</i> | <i>- High School Principal</i> |
| <i>HS Office</i> | <i>- High School Principal</i> |
| <i>MS Office</i> | <i>- Middle School Principal</i> |
| <i>ES Office</i> | <i>- Elementary Principal</i> |
| <i>Central Office</i> | <i>- Treasurer/CFO</i> |

The Board shall require the imposition of such controls as will prevent abuse of such accounts. Accordingly, the Treasurer shall develop guidelines specifying the account controls for any petty cash account.

Each custodian of a petty cash account shall ensure that the funds in his/her care shall be disbursed only for minor expenditures not readily deferred. No petty cash account may be used to circumvent the purchasing procedures required by law and the policies of the Board.

R.C. 3313.291, 3313.51

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

128-16 ACCEPTING OWNERSHIP OF TURF PLAYING FIELD

Mr. Murray moved that the South Range Local Board of Education adopt the following resolution:

WHEREAS, the South Range Athletic Boosters, Inc. (“Boosters”) has undertaken for the benefit of the students of South Range Local Schools and the school community the project of raising private donation funds for, and constructing without use of district tax dollars a new athletic

turf field on property owned by the South Range Board of Education, all with the agreement and encouragement of the Board of Education (“Board”), and

WHEREAS, the Boosters wish to convey and assign to the Board all of the Boosters’ right, title and interest in the athletic playing field,

NOW, THEREFORE, BE IT RESOLVED that pursuant to South Range Local School District By-Laws and Policies 7230, and the authority of Ohio Revised Code Section 3313.36, the Board hereby accepts and assumes with appreciation and gratitude the ownership of the athletic turf field donated by the Boosters.

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

129-16 SCOREBOARD SIGN AND ADVERTISING AGREEMENT

Mr. Kuhns moved that the South Range Local Board of Education adopt the following resolution:

SCOREBOARD SIGN AND ADVERTISING AGREEMENT
SOUTH RANGE LOCAL SCHOOL DISTRICT
SOUTH RANGE ATHLETIC BOOSTERS, INC.

This Scoreboard Sign and Advertising Agreement (this “Agreement”) is entered into effective as of the ____ day of _____, 201__, by and among South Range Local School District, Mahoning County, Ohio (“District”), the South Range Athletic Boosters, Inc. (“the Boosters”), and _____ (“Advertiser”).

WHEREAS, the District maintains a sports complex with an athletic field and related facilities which are used by athletic teams and others for practice and games commonly known as and referred to as Rominger Sports Complex; and

WHEREAS, in pursuit of its purposes which include conducting fundraising activities and providing support to and for the benefit of the District athletic programs and students, the Boosters is constructing athletic stadium facilities on the District’s land comprising the Rominger Sports Complex, which will be incorporated with a running track, turf playing field, bleachers and stands, and related features, structures and facilities (generally “Stadium”), with all of the Boosters’ rights in the Stadium to be ultimately assigned to the District. Unless indicated otherwise below, references to “District” will also include the rights and interests of the Boosters along with the South Range Local School District in the Stadium; and

WHEREAS, the District will maintain a scoreboard at the Stadium, and the District has authorized the placement of advertising space on the display portion of the scoreboard displaying advertisements of businesses that have elected to support the District; and

WHEREAS, Advertiser has elected to support the District and Advertiser desires to contract for the display of advertising by means of a scoreboard sign on the terms hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sign Lease.** District agrees to install and lease to Advertiser a sign (the “Sign”) displaying an advertisement for the benefit of Advertiser on a portion of the panel display of the scoreboard at the Stadium; a description of the scoreboard with sign locations is attached as Exhibit A. Three Sign size options for advertising space shall be offered, with Advertiser’s selection reflected in Exhibit B. The first option (Option A, one available), is for a Sign at the top of the scoreboard, approximately three (3) feet six (6) inches high by thirty (30) feet wide (3’6”x 30’). The second option (Option B, four available) is for a Sign along either side of the scoreboard each approximately five (5) feet eight (8) inches high and five (5) feet wide (5’8” x 5’). The third option (Option C, five available) is for a Sign along the bottom of the scoreboard each approximately three (3) feet six (6) inches high and five (5) feet ten (10) inches wide (3’6” x 5’10”) These dimensions are approximations.

The Sign shall be of such design, color and wording as shall be agreed between District and Advertiser. The Sign design and artwork shall be provided by Advertiser and the District shall not be responsible for any costs associated with the Sign design and/or artwork. The Sign shall not be illuminated. The Sign shall be in good taste and shall not contain any language, words, slogans, designs, or other material which, in the judgment of the South Range Local School District, is inappropriate for a public school facility. In the event that District and Advertiser are unable to agree upon the design, color or wording of the Sign, District may, in its sole discretion, at any time, unilaterally terminate this Agreement and not have any obligation hereunder.

2. **Lease.** Advertiser hereby agrees to lease the Sign for the term of _____ (___ year(s)) from District after the date of installation. Advertiser selects Option ___ described in Paragraph 1 above and shall pay to District the total amount of \$_____ (the “Lease Price”) upon the signing of this Agreement by both parties, and thereafter the following installments will be made _____ . (if none, indicate “none”)

3. **Sign Preparation and Maintenance.** District shall be responsible for preparation of the Sign in accordance with the design agreed upon by District and Advertiser. District also shall be responsible for installing the Sign on the scoreboard. The costs for such preparation and installation are included in the Lease Price.

Advertiser shall be responsible for obtaining, at Advertiser’s expense, all drawings, illustrations and art work which are necessary for preparation of the Sign. The design, layout and content of the Sign may be changed by Advertiser during the term of this Agreement; provided, however, that the new design, layout and content must first be agreed between the District and Advertiser and all costs and expenses necessary or incidental thereto, including preparation and installation costs, shall be borne by Advertiser. Advertiser may request the District to make changes to Advertiser’s sign during the term of this Agreement and all costs and expenses necessary or incidental thereto, including preparation and installation costs, shall be borne by Advertiser.

Advertiser understands that there will be no security or protection provided by District with respect to the Sign, and that the Sign may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. District shall maintain the sign in reasonable condition during the term of this Agreement, but with consideration given to the type and degree of maintenance required *vis-à-vis* the financial capabilities and constraints of District. Should Advertiser desire any repair, maintenance or upkeep measures in addition to those provided by the District, such measures shall be at Advertiser's cost, and subject to the District's discretion.

The Sign during the term of this Agreement and thereafter shall be and remain the property of District.

4. **Copyright and Trademarks.** All advertising copy, including logos or label designs and product identification of Advertiser shall be and remain the property of Advertiser. Advertiser hereby represents and warrants to District that the Sign will not violate any copyright, trademark, trade name, service mark or other right of any person or entity; and Advertiser shall indemnify District from any loss, cost or expenses arising from the breach of this representation or warranty.

5. **Exclusivity, Competitors and Others.** District retains the right to enter agreements and arrangements with others as to signs that may be placed on or near the scoreboard and near Advertiser's Sign, and Advertiser will make no claim of exclusivity pertaining to competitors, nature of business, market, or similar restriction other than as follows (*if none, indicate "none"*): _____

6. **No Partnership or Agency.** District and Advertiser shall be and act as independent contractors under this Agreement and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties.

7. **Entire Agreement and Modification.** The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of District and Advertiser; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.

8. **Default.** Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party fifteen (15) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should

the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.

9. **Right to Terminate.** Either party may at any time terminate this Agreement, without cause, upon thirty (30) days' prior written notice. District may immediately terminate this Agreement for failure of the Advertiser to comply with the terms and conditions of this Agreement. Should Advertiser go out of business during the term of this Agreement, the Agreement is immediately terminated for cause and the District shall have the right to lease the Sign space to another vendor, with no refund. Should the District find itself in the position to permanently discontinue athletic operations at the Stadium, this Agreement shall immediately terminate, with no refund.

Partial refund of the lease price paid to the District based upon proration to the unexpired portion of the lease term will be made only in the event this Agreement is terminated by the District without Advertiser cause. Such refund, if any, will be made in periodic payments subject to availability of District funding without jeopardizing ongoing District programs and services.

10. **Assignment.** This Agreement may not be assigned by the Advertiser without the prior written consent of District. Advertiser may not delegate the Advertiser's duties under this Agreement to another without District's prior written consent.

11. **Governing Law and Severability.** This Agreement shall be governed by the laws of the State of Ohio; and if any provision herein is found to be in conflict with any Ohio law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof. The parties agree that venue of any dispute affecting this Agreement shall be in Mahoning County, Ohio.

12. **No Personal Liability.** Nothing contained in this Agreement between District and Advertiser shall create any rights whatsoever on behalf of Advertiser against District and/or its officers, directors, agents or assets; and, further, Advertiser shall have no rights against District or its officers, directors, agents or assets as a consequence of any breach, default or failure of consideration under this Agreement.

13. **Notices.**
- a. All notices sent to Boosters must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

South Range Athletic Boosters, Inc.
Attn: _____
11375 Columbiana-Canfield Road, Suite B
Canfield, Ohio 44406

- b. All notices sent to District must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

South Range Local Schools
Attn: _____
11375 Columbiana-Canfield Road, Suite B
Canfield, Ohio 44406

- c. All notices sent to Advertiser must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

ATTN: _____

- d. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

- 14. **Nondiscrimination.** The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in their performance under this Agreement.
- 15. **Miscellaneous.** The provisions found in South Range Local School District Bylaws and Policies Section 9700.01, other than as such provisions are adjusted or otherwise addressed in this Agreement, are hereby incorporated in this contract and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

SOUTH RANGE LOCAL SCHOOL DISTRICT

By: _____

Its: _____

SOUTH RANGE ATHLETIC BOOSTERS, INC.

By: _____

Its: _____

ADVERTISER

By: _____

Its: _____

Address: _____

Exhibit A.

Scoreboard depiction showing numbered sign space locations.

Exhibit B

Size of the sign, advertising fee, and length of the Agreement are as follows:

| | Size of Sign | Advertising Fee | Length of Agreement |
|--|--|------------------------|----------------------------|
| | <u>Option A</u> 30' wide X 3'6" high (1 available) | \$ | ___ years |
| | <u>Option B</u> 5' wide X 5'8" high (4 available) | \$ | ___ years |
| | <u>Option C</u> 5'10" wide X 3'6" high (5 available) | \$ | ___ years |

- Dimensions from Agreement are approximations from the Scoreboard Distributor.
- The advertising fee is payable upon the signing of this Agreement.
- The location of the sign covered by this Agreement is designated as space number _____ on the drawing of the system attached hereto as Exhibit A and made a part of this agreement by paying the amount of _____.
- The District has sole responsibility to determine the life of the scoreboard.

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

130-16 APPROPRIATIONS – FY17

Mr. Yoakam moved that the South Range Local Board of Education adopt the fiscal year 2017 appropriations.

South Range Local School District FY16 Appropriations (Initial)

| Fund Name | Fund Number | FY17 Approp. #1 | FY16 Final #2 |
|------------------------------|--------------------|------------------------|----------------------|
| General Fund | 001 | \$12,934,858.00 | \$12,446,180.60 |
| Special Revenue Class | | FY17 Approp. | FY16 Final |
| Public School Support | 018-901H | \$12,278.28 | \$9,937.59 |
| Public School Support | 018-903W | \$19,639.18 | \$18,985.07 |
| Public School Support | 018-902E | \$61,047.80 | \$45,761.26 |
| Public School Support | 018-906D | \$211.94 | \$215.00 |
| MHJ Grant | 019-XXXX | \$0.00 | \$3,000.00 |
| Tourney Passthrough | 022 | \$392.00 | \$6,925.35 |
| Athletics | 300-900A | \$154,644.44 | \$179,518.78 |
| Athletics | 300-901J | \$578.97 | \$0.00 |
| OneNet | 451-9017 | \$0.00 | \$5,400.00 |
| Gifted | 499-9008 | \$2,024.38 | \$0.00 |
| Gifted | 499-9009 | \$404.88 | \$0.00 |
| IDEA | 516-9017 | \$230,639.04 | \$0.00 |
| IDEA | 516-9016 | \$0.00 | \$216,676.06 |
| Title 1 | 572-9017 | \$110,548.44 | \$0.00 |
| Title 1 | 572-9016 | \$0.00 | \$96,910.15 |
| Title II A | 590-9017 | \$38,036.49 | \$0.00 |
| TOTAL | | \$630,445.84 | \$583,329.26 |
| Fund Name | Fund Number | FY17 Approp. | FY16 Final |
| Debt Service Fund | | | |
| Debt Payments | 002 | \$1,230,775.00 | \$1,222,263.50 |
| Construction Funds | | | |
| Local Fund Initiative | OO4-9007 | \$0.00 | \$101,831.38 |
| Permanent Improvement | | | |
| OSFC Maintenance | 034-907B | \$301,484.80 | \$83,319.82 |
| Enterprise Fund Class | | | |
| Lunch Room | 006 | \$397,495.34 | \$373,548.37 |
| Uniform School Supply | 009 | \$9,146.05 | \$0.00 |

| | | |
|------------------------------------|---------------------|---------------------|
| TOTAL | \$406,641.39 | \$373,548.37 |
| Total Appropriations | \$15,504,205 | \$14,810,473 |
| * Total Amended Certificate | \$18,821,909 | |

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

Public Participation – September Agenda Items

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.

Non-Agenda Items – Public Participation

No requests were received for the month of September.

131-16 EXECUTIVE SESSION

Mr. Kuhns moved that the South Range Local Board of Education go into executive session:

- ORC 121.22 - To consider the employment of a public employee or official.
- To discuss the compensation of an employee

Mrs. White seconded the motion.

Roll Call

| | |
|--------------|-----|
| John Kuhns | Yes |
| Dale Murray | Yes |
| Ralph Wince | Yes |
| Amy White | Yes |
| Corey Yoakam | Yes |

The board entered executive session at 8:08 P.M. and returned to open session at 9:40 P.M.

132-16 PERSONNEL

Mr. Yoakam moved that the South Range Local Board of Education approve the following:

Approve for the 2016/2017 school year, the following people as substitute teachers, on an as needed basis, as long as all criteria is met: (current certificate/license, and BCI & FBI report are on file)

| | |
|----------------|--------------|
| Breanna Beaver | Lisa Stewart |
|----------------|--------------|

Approve, as substitute bus drivers, substitute cafeteria aides, substitute custodial aides, substitute teacher aides, substitute nurse, substitute office aides, substitute playground aides, substitute bus and/or van driver aides, etc., for the 2016/2017 school year the following people: (after current certificate/license; BCI/FBI reports are on file)

Kristen Currie

Patricia Yurchekfrodl

Jeannine Cunningham

Modify the limited teaching contract of Kelly Leach to a .5fte teacher and a .5fte tutor for the 2016/2017 school year.

Grant a one year administrative contract to Tammy Witmer as the Part-Time Director of Transportation effective October 1, 2016 through June 30, 2017. Mrs. Witmers's annual salary will be \$15,000. Mrs. Witmer will also be paid any hourly rate of \$17.47 for on board instructor (OBI) training and transition training performed outside her normal driving duties through October 1, 2017.

Approve Connie Stewart as the "Central Call Off/Bus Dispatcher" (as per SRCEA/SRBOE MOU) for the 2016/2017 school year.

Approve a maternity leave of absence for Lindsay Samblanet effective September 26, 2016.

Approve Taylor Baird as an unpaid volunteer assistant for middle school cheerleading for the 2016/2017 school year.

Approve Donald Feren Sr. as an unpaid volunteer athletic department assistant for the 2016/2017 school year.

Approve Katherine Brown as an unpaid volunteer assistant volleyball coach for 2016/2017 school year.

Rescind the supplemental contract of Tori Korda as middle school 8th grade girls basketball coach for the 2016/2017 school year.

Grant a supplemental contract to Lillian Justice as Middle School Yearbook Advisor for the 2016/2017 school year.

Grant a supplemental contract to Edward Phillips as Middle School music director for the fall 2016 production of "Elf Jr."

Grant a supplemental contract to Zach Matisi as the middle school 8th grade girls basketball coach for the 2016/2017 school year.

Grant a supplemental contract to Jordan Graham as swim team co-head coach (.5 fte) for the 2016/2017 school year.

Grant a supplemental contract to Kristin Szabo as swim team co-head coach (.5 fte) for the 2016/2017 school year.

Grant a supplemental contract to Matthew Slencsak as assistant speech and debate coach for the 2016/2017 school year.

Approve George McDowell as part time technology helper for 2016/2017 school year at \$8.10/hour.

Approve Lisa Lumsden as a part time educational aide for 2016/2017 school year.

Approve Christine Miller as a part time educational aide for the 2016/2017 school year.

Approve Colleen Kersten as a part time educational aide for the 2016/2017 school year.

Approve sixteen (16) additional contract days worked for Jim Terry as the part time director of transportation at his per diem rate for the 2016/2017 school year.

^ designates teacher not employed by SR Schools

* designates non-teaching employee

Persons having the care custody and control of students shall as a condition of employment produce a BCII record report acceptable to the Board. 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. All votes were yes.

133-16 ADJOURNMENT

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

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

Ralph Wince, President

James R. Phillips, Treasurer/CFO