

**ADA EXEMPTED VILLAGE SCHOOLS
725 WEST NORTH AVENUE
ADA, OHIO 45810**

**DECEMBER
BOARD OF EDUCATION MEETING**

**THURSDAY,
DECEMBER 16, 2021
6:00 P.M.**

**BOARD MEMBERS:
MATT GOSSMAN, PRESIDENT
DR. AMY MULLINS
RONALD FLEMING
TOM DEARTH
STEVE RAMEY**

ADA EXEMPTED VILLAGE SCHOOLS
Thursday, December 16, 2021 @ 6:00 p.m.
Board of Education Office
725 West North Avenue
Ada, Ohio 45810

AGENDA

I. CALL TO ORDER BY PRESIDENT

II. ROLL CALL OF THE BOARD

	<u>PRESENT</u>	<u>ABSENT</u>
Tom Dearth	_____	_____
Ron Fleming	_____	_____
Steve Ramey	_____	_____
Dr. Amy Mullins	_____	_____
Matt Gossman	_____	_____

III. CONFIDENTIAL EXECUTIVE SESSION

At _____ p.m., motion by: _____, second by: _____ that the Board move into a confidential executive session:

- _____ A) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.
- _____ B) To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
- _____ C) Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- _____ D) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- _____ E) Matters required to be kept confidential by federal law or regulations or state statutes.
- _____ F) Details relative to the security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

The Board reconvened at _____ p.m.

IV. APPROVAL OF THE MINUTES OF THE NOVEMBER BOARD OF EDUCATION MEETING AND PLANNING SESSION.

Motion by: _____, second by: _____ that the Board approve the minutes of the November Board Meeting and Planning Session held on November 18, 2021.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

V. HEARING OF THE PUBLIC/VISITORS/COMMENDATIONS

Board President may ask you to rise, go to the podium, and state your name and topic to be addressed. Please limit your comments to three minutes. The presiding officer may: interrupt, warn or terminate a participant's statement, ie: too lengthy, personally directed, abusive or irrelevant-off topic. School representatives will gladly make arrangements to meet and address concerns.

V. SPECIAL REPORTS

➤ **Administrative Reports:**

1. Dr. Lee, Middle School/High School Principal

2. Mr. Thaxton, Elementary Principal

3. Mr. Garmon, Transportation and Maintenance Supervisor

VI. TREASURER'S REPORT

- A. Balance of Funds**
- B. Monthly Check Register**
- C. Investment Schedule**
- D. Monthly Bank Reconciliation**
- E. Budget Modifications for FY 22 thru December 2021**
- F. Disposal of Assets in Accordance with Board Policies 7300 and 7310**
- G. Depository Contracts awarded for the next five years 1/1/2022 – 12/31/2026**
- H. Invoice for Approval**
- I. Audit Update**

Motion by: _____, second by: _____ that the Board approve the Treasurer's Report, Items A through H as previously distributed and presented above.

Roll Call: Mr. Dearth: __; Mr. Fleming: __; Mr. Ramey: __; Dr. Mullins: __; and Mr. Gossman: __.

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. MEMORANDUM OF UNDERSTANDING FOR THE PURPOSE OF MODIFYING TERMS AND CONDITIONS OF THE ADA CLASSIFIED ASSOCIATION NEGOTIATED AGREEMENT

B. MEMORANDUM OF UNDERSTANDING FOR THE PURPOSE OF MODIFYING TERMS AND CONDITIONS OF THE ADA EDUCATION ASSOCIATION NEGOTIATED AGREEMENT

This Memorandum of Understanding is entered into by and between the Ada Exempted Village School District Board of Education ("Board") and Ada Education Association ("Association") and is for the express purpose of modifying the terms and conditions of the Negotiated Agreement ("Agreement") between the Board and the Association, effective July 1, 2019 through June 30, 2022.

WHEREAS, the Board and the Association desire to enter into this Memorandum of Understanding to modify the following provision of the Agreement:

ARTICLE 11 – TEACHER EVALUATION/NON-RENEWAL/

Evaluations will be according to Ohio law and Ohio Department of Education models.

* * *

E. Only building administrators who have received OTES credentials may perform teacher evaluations.

* * *

Section 1. The above provision will be modified as follows for the remainder of the 2021-2022 school year only:

ARTICLE 11 – TEACHER EVALUATION/NON-RENEWAL/

Evaluations will be according to Ohio law and Ohio Department of Education models.

* * *

E. Building administrators, including the Superintendent, who have received OTES credentials may perform teacher evaluations.

* * *

Section 2. In all other respects, the terms of the existing Negotiated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this ____ day of _____ 2021, at Ada, Ohio.

FOR THE BOARD:

FOR THE ASSOCIATION

Board President

Association President

Superintendent

Treasurer

Motion by: _____, second by: _____ to approve the Memorandums of Understanding, Items A & B, as presented above.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

C. APPOINT A PRESIDENT PRO-TEM FOR THE REORGANIZATION MEETING IN JANUARY, 2022

Motion by: _____, second by: _____ to appoint _____ to serve as President Pro-Tem for the Reorganization Meeting scheduled in January, 2022.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

IX. SUPERINTENDENT’S RECOMMENDATIONS

A. APPROVE THE RESIGNATION OF THE ELEMENTARY PRINCIPAL

The Superintendent recommends the Board approve the resignation of Ben Thaxton, as Elementary Principal, effective December 31, 2021. Ben has served the district for 14 ½ years. He is to be commended for his dedication to our students and staff.

B. APPROVE RESIGNATION DUE TO RETIREMENT OF A CERTIFIED EMPLOYEE

The Superintendent recommends the Board approve the resignation of Elizabeth Vogt, who plans to retire at the end of the 2021-2022 school year. Elizabeth will complete 23 years of teaching in the district at the end of the school year. She is to be commended for her dedication to our students and staff.

C. APPROVE JOB DESCRIPTION FOR HEAD BUS DRIVER SUPPLEMENTAL

The Superintendent recommends the Board approve the job description, as provided, for Head Bus Driver Supplemental.

D. APPROVE RETROACTIVELY CERTIFIED SUBSTITUTES FOR THE 2021-2022 SCHOOL YEAR

The Superintendent recommends the Board approve the following individuals retroactively as substitutes for the 2021-2022 school year on an “as needed” basis at the board approved rates:

- Mykaela Schriber - Substitute Teacher
- Kylie Acheson - Substitute Teacher
- Hanna Hogue - Substitute Teacher
- Brianna Liebrecht – Substitute Teacher

E. APPROVE CERTIFIED AND CLASSIFIED SUBSTITUTES FOR THE 2021-2022 SCHOOL YEAR

The Superintendent recommends the Board approve the following individuals as substitutes for the 2021-2022 school year on an “as needed” basis at the board approved rates:

- Christian Booze - Substitute Teacher
- Chance Taylor - Substitute Custodian

F. APPROVE SUPPLEMENTAL CONTRACTS FOR THE 2021-2022 SCHOOL YEAR

The Superintendent recommends the Board approve the issuance of the following supplemental contracts for the 2021-2022 school year. Contracts subject to the individuals meeting all of the Board of Education and Ohio Department of Education requirements.

Klintisha Martin	Volunteer Assistant Girls Varsity Basketball	-0-	\$-0-
Meagan Zoladz	Volunteer Assistant Girls Varsity Basketball	-0-	\$-0-
Ryan Shanks	Junior High Softball Coach	6%/S1	\$2,375.00
Brent Jordan	Assistant Junior High Softball Coach	6%/S1	\$2,375.00

G. CONSIDER ENTERING INTO A SERVICE AGREEMENT FOR THE INTERIM ELEMENTARY PRINCIPAL SERVICES THROUGH MIDWEST REGIONAL EDUCATIONAL SERVICES CENTER

H. APPROVE A VOLUNTEER DRIVER FOR THE 2021-2022 SCHOOL YEAR

The Superintendent recommends the Board approve the following individual as a Volunteer Driver for the 2021-2022 school year. Volunteer Driver form has been completed and is on file.

Erinn Prater

I. APPROVE AMENDMENT TO THE ATHLETIC TRAINING COVERAGE AGREEMENT

The Superintendent recommends the Board approve the amendment to the Athletic Training Coverage Agreement, as provided.

J. APPROVE THE PARTNERS IN EDUCATION PROGRAM FOR THE 2021-2022 SCHOOL YEAR

The Superintendent recommends the Board approve the **Partners in Education Program** for the 2021-2022 school year, as provided.

K. APPROVE ANNUAL MEMBERSHIP DUES FOR THE ADA AREA CHAMBER OF COMMERCE

The Superintendent recommends the Board approve the Annual Membership Dues for the Ada Area Chamber of Commerce for the 2022 calendar year in the amount of \$75.00.

Motion by: _____, second by: _____ that the Board approve the Superintendent's Recommendations Items A through K, as set forth above.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

X. SUPERINTENDENT'S COMMENTS

XI. NEXT MEETING DATE:

XII. EXECUTIVE SESSION

At _____ p.m., motion by: _____, second by: _____, that the Board move into a confidential executive session:

____ A) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.

____ B) To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.

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

____ D) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

____ E) Matters required to be kept confidential by federal law or regulations or state statutes.

____ F) Details relative to the security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

Roll Call: Mr. Dearth: ___; Mr. Fleming: ___; Mr. Ramey: ___; Dr. Mullins: ___; and Mr. Gossman: ___.

The Board reconvened at _____ p.m.

XIII. ADJOURNMENT

At _____ p.m., motion by: _____ second by: _____ that the Board meeting be adjourned.

Roll Call: Mr. Dearth: __; Mr. Fleming: __; Mr. Ramey __; Dr. Mullins: __; and Mr. Gossman: __.

**ADA EXEMPTED VILLAGE SCHOOLS
BOARD OF EDUCATION MEETING & PLANNING SESSION
November 18, 2021 @ 5:00 p.m.
725 West North Avenue
Ada, Ohio 45810**

The Ada Board of Education held their regular November Board Meeting on Thursday, November 18, 2021 in the Board of Education office located at 725 West North Avenue, Ada, Ohio 45810.

At 5:00 p.m. President, Mr. Gossman, called the meeting to order.

Upon call of the roll: Mr. Dearth, present; Mr. Fleming, present; Mr. Ramey, present; Dr. Mullins, present; Mr. Gossman, present
1-11-2021

CONFIDENTIAL EXECUTIVE SESSION

At 5:00 p.m., Mr. Fleming moved, seconded by Dr. Mullins, that the Board move into a confidential executive session to:

Consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.

Upon call of the roll: Mr. Fleming, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Dearth, yea; Mr. Ramey, yea.
Motion carried. **2-11-2021**

The Board reconvened at 5:18 p.m.

APPROVED THE MINUTES OF THE OCTOBER BOARD OF EDUCATION MEETING HELD ON OCTOBER 21, 2021

Mr. Dearth moved, seconded by Mr. Ramey that the Board approve the minutes of the October Board of Education meeting held on October 21, 2021.

Upon call of the roll: Mr. Dearth, yea; Mr. Ramey, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Fleming, yea.
Motion carried. **3-11-2021**

HEARING OF THE PUBLIC HEARING ON THE USE OF ARP IDEA PART B FUNDS FOR THE 2021-2022 SCHOOL YEAR:

Question about mental health – introduce counselors/calming mechanisms

HEARING OF THE PUBLIC/VISITORS/COMMENDATIONS: Reconsider face masks on the buses; pick up and drop off traffic inefficiencies

SPECIAL REPORTS

MRS. VANBUSKIRK, DIRECTOR OF TEACHING AND LEARNING

- ✓ Congratulations to Scott Henning and Jacob Austrino – great Music Feast
- ✓ Thank you to the Boosters and Volunteers
- ✓ After School Program – K-5 Star scores improve; 6-8 grade study table & tutor
- ✓ Thank you to After School coordinator, Stacy Klingler, and the teachers that help along with ONU
- ✓ High School Drama Friday and Saturday night
- ✓ Thank you to Larry for all of his help.

DR. LEE, HIGH SCHOOL/MIDDLE SCHOOL PRINCIPAL

- ✓ Shout out to Varsity Singers and all the volunteers at Music Feast
- ✓ Marching Band earns a 1 Superior rating at OMEA competition – Congratulations to Mr. Austrino and the Band students

- ✓ Jeremy Cameron – Honorable Mention – football
- ✓ 1971 Football team – thank you for coming to the last football game
- ✓ 42 veterans came to the Veterans Day breakfast – thank you to Toby Smith and all the volunteers
- ✓ Congratulations to Mr. Lusk and the High School Quiz Bowl team placing 2nd in the conference

MR. THAXTON, ELEMENTARY PRINCIPAL

- ✓ Congratulations to Arlene Allison – Ada Distinguished Citizen of the Year 2021
- ✓ Fall Literacy Night – best turn out ever
- ✓ MRESC collaboration in STEM program
- ✓ Book Fair next week
- ✓ Thank you to Mr. Claypool

MR. GARMON, TRANSPORTATION AND MAINTENANCE SUPERVISOR

- ✓ Cameras on buses installed October 26, 2021
- ✓ Pond pump station up and running

TREASURER’S REPORT

- A. Balance of Funds
- B. Monthly Check Register
- C. Investment Schedule
- D. Monthly Bank Reconciliation
- E. Income Tax Revenue, Line 1.030 FY 2022
- F. Presentation and Approval of Five Year Forecast 2022-2026
- G. Disposal of Assets in Accordance with Board Policies 7300 and 7310
- H. FY2021 Audit Update

Mr. Fleming moved, seconded by Dr. Mullins that the Board approve the Treasurer’s Report, Items A through G, as distributed and presented.

Upon call of the roll: Mr. Fleming, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Dearth, yea; Mr. Ramey, yea.
Motion carried.

4-11-2021

OLD BUSINESS - None

NEW BUSINESS

APPROVED RESOLUTION FOR THE EMPLOYMENT OF SUBSTITUTE TEACHERS

The Board of Education of the Ada School District, met in regular session at 5:00 p.m. on the 18th day of November, 2021, with all members present and approved the following Resolution:

**ADA SCHOOL DISTRICT BOARD OF EDUCATION
RESOLUTION ITEM A.**

EMPLOYMENT OF SUBSTITUTE TEACHERS

WHEREAS, the Ada School District Board of Education (“Board of Education”) anticipates that the District may experience difficulty obtaining substitute teachers during the 2021-2022 school year amidst the ongoing COVID-19 pandemic; and

WHEREAS, pursuant to authority granted in Section 4 of Senate Bill 1, which was enacted by the 134th General Assembly and became effective as an emergency measure on October 28, 2021, the Board of Education may establish its own education requirements for individuals to serve as substitute teachers in the District during the 2021-2022 school year; and

WHEREAS, the Board of Education desires to temporarily adopt modified education requirements for substitute teachers in accordance with the law during the current school year as a measure to help ensure availability of a sufficient number of substitute teachers.

NOW THEREFORE, be it resolved by the Ada School District Board of Education as follows:

SECTION I

The Board of Education temporarily authorizes the employment of substitute teachers who do not hold post-secondary degrees, as is otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3319.226 and 3319.30, Ohio Administrative Code Section 3301-23-44, and/or Board Policy 3120.04 - Employment of Substitutes, during the 2021-2022 school year. In addition to fulfilling the educational requirements adopted by the Board of Education, an individual must be of good moral character and must have completed all required criminal background checks, as well as obtained a valid non-renewable temporary substitute teaching license issued by the Ohio Department of Education to serve as a substitute teacher in the District.

SECTION II

It is found and determined that all formal action of this Board concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Mr. Dearth moved and Mr. Fleming seconded the motion that the above Resolution be adopted.

Upon call of the roll: Mr. Dearth, yea; Mr. Fleming, yea; Mr. Gossman, yea; Mr. Ramey, yea; Dr. Mullins, yea.
Motion carried

5-11-2021

SUPERINTENDENT'S RECOMMENDATIONS

A. APPROVED THE RESIGNATION OF ROBIN VANBUSKIRK AS DIRECTOR OF TEACHING AND LEARNING

The Board approved the resignation of Robin VanBuskirk, as Director of Teaching and Learning, effective November 30, 2021.

B. APPROVED RETROACTIVELY CERTIFIED AND CLASSIFIED SUBSTITUTES FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following individuals retroactively as **substitutes** for the 2021-2022 school year on an "as needed" basis at the board approved rates:

Jack Daniels - Substitute Teacher

Tiara Douce - Substitute Teacher

Taylor Shellhammer - Substitute Educational Aide and Secretary

C. APPROVED AGREEMENT FOR THE PROVISION OF SERVICES BY THE ALLEN COUNTY EDUCATIONAL SERVICE CENTER FOR THE 2021-2022 SCHOOL YEAR

The Board approved an Agreement for the Provision of Services by the Allen County ESC for the 2021-2022 school year.

D. APPROVED A VOLUNTEER DRIVER FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following individual as a Volunteer Driver for the 2021-2022 school year. Volunteer Driver form has been completed and is on file.

Ben Thaxton

E. APPROVED TEACHERS FOR THE AFTER SCHOOL PROGRAM FOR THE 2021-2022 SCHOOL YEAR.

The Board approved the following teachers for the after school program for the 2021-2022 school year. Stipend payment per teacher is \$30 per hour. Stipends funded through ESSER.

Laura Ayers, Kurt Klingler and Scott Henning

Mr. Dearth moved, seconded by Dr. Mullins that the Board approve the Superintendent's Recommendations, Items A through E, as set forth above.

Upon call of the roll: Mr. Dearth, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Fleming, yea; Mr. Ramey, yea.
Motion carried

6-11-2021

SUPERINTENDENT'S COMMENTS

Proclamation and Thank You gift were presented to Larry Claypool.

Thank you card from the Faine family was shared

NEXT MEETING DATE: December 16, 2021 at 6:00 p.m.

THE BOARD RECESSED FOR DINNER AT 6:00 P.M.

THE BOARD RECONVENED AT 6:30 P.M. AND THE PLANNING SESSION BEGAN

- 1. Athletics**
- 2. Facilities**
- 3. Technology**
- 4. Curriculum/HS/Elementary Highlights**
- 5. Continuity of Services Plan**
- 6. Finances**
 - A. Facilities-PI**
 - B. Announcements**
 - C. ESSER II, ARP ESSER III, ARP IDEA**
- 7. BOE Training Sessions**
- 8. Personnel (Executive Session)**

CONFIDENTIAL EXECUTIVE SESSION

At 8:59 p.m., Dr. Mullins moved, seconded Mr. Fleming, that the Board move into a confidential executive session to:

Consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.

Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Upon call of the roll: Dr. Mullins, yea; Mr. Fleming, yea; Mr. Gossman, yea; Mr. Ramey, yea; Mr. Dearth, yea.
Motion carried.
No action taken

7-11-2021

The Board reconvened at 9:17 p.m.

At 9:17 p.m. Mr. Gossman moved, seconded by Mr. Fleming that the Board meeting be adjourned

Upon call of the roll: Mr. Gossman, yea; Mr. Fleming, yea; Mr. Ramey, yea; Mr. Dearth, yea; Dr. Mullins, yea.
Motion carried.

8-11-2021

RECOMMENDATIONS
ITEM C

ADA EXEMPTED VILLAGE SCHOOL DISTRICT
JOB DESCRIPTION

Title: HEAD BUS DRIVER SUPPLEMENTAL

Reports to: Transportation Supervisor

Job Objective: Works with Transportation Director and Drivers to handle daily student, route, trip, manpower and operations issues for efficient resolution and effective daily service

Minimum Qualifications:

- High school diploma.
- Valid Commercial Driver's License (CDL) with a school bus endorsement
- Satisfies legally required health requirements (e.g., a negative tuberculosis test, etc.).
- No criminal convictions that would prevent the Board from legally employing and paying the candidate.
- Candidate satisfies the drug-free workplace rules and board policies including drug test requirements.
- Meets all requirements for transportation as required by the Ohio Revised Code, Ohio Pupil Transportation Operation & Safety Rules, and school board policy.
- Ohio Pre-Service School Bus Driver Training Program.
- Physical Ability to assist students with disabilities (e.g., mobility, transferring, positioning, etc.).
- Demonstrates the flexibility and patience to deal with stressful work conditions.
- Interpersonal communication skills for resolving parent and student issues as they arise.

Essential Functions:

- All essential function of a Bus Driver Job Description.
- Make arrangements for any changes due to students who have moved within or are new to the district.
- Check daily with the offices for any change requests including babysitting.
- Ensure all trip tickets have been filled and communicate with Athletic Directors, Principals, Music Directors, and Transportation Director.
- Create new routes for the following school year for approval by Transportation Director.
- Suggest necessary changes to routes during the year for approval by the Transportation Director.
- Obtain subs when a driver is absent.
- Remain on Radio until all drivers have returned to school after completing their regular routes M-F.
- Check Time Sheets of drivers for accuracy before submitting to the Transportation Supervisor.
- Performs other specific job-related duties as directed.
- Implements workplace initiatives that advance organizational goals.

Working Conditions: Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws, and District protocols, *if duties involve any the following situations:*

- [Same as Bus Driver job description]

FY2022 SERVICE AGREEMENT
between the *Midwest Regional Educational Service Center*
and *Ada Exempted Village School District*

Providing Interim Principal Services – T. Closson

Under ORC Section 3313.846, the *Midwest Regional Educational Service Center* has agreed to provide, by contract with *Ada Exempted Village School District*, Interim Principal services.

Therefore, the *Ada Exempted Village School District* agrees to participate in the Interim Principal Services with the *Midwest Regional Educational Service Center*. The *Ada Exempted Village School District* agrees to pay the following:

- Pay the *Midwest Regional Educational Service Center* in the total amount of \$325.00 per day (gross pay to employee). The estimated cost will be billed monthly as utilized. This estimated cost includes Operational costs: salary, retirement, pick-up on the pick-up, Workers' Compensation, Medicare, and benefits as provided by the *Midwest Regional Educational Service Center* board policy and administrative fee. See attachment for the breakdown of the benefit costs with total cost per day.
- Pay the *Midwest Regional Educational Service Center* for any additional needs (prof development, mileage, etc.) at actual cost unless *Ada Exempted Village School District* pays directly.

The *Midwest Regional Educational Service Center* agrees to

1. Operate said program in accordance with standards adopted by the Ohio Department of Education and Ohio Revised Code.
2. Calculate and appropriate operating costs to the *Ada Exempted Village School District*.
3. Interim Principal will provide services for 99 days during 2021-22 school year. The Interim Principal will complete an ESC timesheet.

Term of Agreement: This agreement shall be effective for the 2021-2022 school year. *Ada Exempted Village School District* will inform *Midwest Regional Educational Service Center* whether the service will be continued for the following school year by May 1, 2022. Terms of this agreement are in writing within and any verbal agreements regarding this service are not valid or enforceable. All invoices are to be paid within twenty days of receipt.

Assignment: Timothy Closson will provide the Interim Principal services at *Ada Exempted Village School District*.

Work schedule: *Ada Exempted Village School District* and the *Midwest Regional Educational Service Center's Superintendent* shall determine the work schedule. The Interim Principal will complete and submit ESC timesheets.

Supervision – Evaluation: The *Ada Exempted Village School District* superintendent shall be responsible for the supervision and evaluation of the Interim Principal.

Substitutes: No substitutes for this position.

Estimated Cost: Both the Midwest Regional ESC and the District understand and agree that the amount/rate is based on estimated costs only. Reconciliation of actual costs for said services, to funds received shall be made at the end of the fiscal year or sooner if terminated by either party, and any amount due from the Midwest Regional ESC or refundable to the Midwest Regional ESC shall be paid directly at the close of the fiscal year.

Subcontracting: The ESC employee cannot be subcontracted by the District or any other party. Nothing herein is intended to cause or shall be construed to cause the parties to be treated as a joint employer or as partners in a joint venture. Any additional compensation or fringe benefit to the ESC employee would be through the ESC's payroll and benefits. The ESC employee will follow the ESC board policy and procedures, including using the ESC forms.

Unresolved Findings for Recovery: The District certifies that it is not subject to a finding for recovery under ORC Section 9.24 or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC Section 9.24 to contract within the State of Ohio.

Debarment and Suspension: Both parties certifies that neither is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Education or any other federal department or agency set forth in 29 CFR Part 98, 34 CFR, 45 CFR Part 75 or another applicable statutes or regulations.

Conflict of Interest: Both parties affirm they have no interest, personal or otherwise, direct, or indirect that is incompatible or in conflict with fulfillment of the ESC's responsibilities under this service agreement. Any conflict of interest would be disclosed by either party. Both parties certify and understand the State of Ohio ethics and conflict of interest laws, which include the Governor's Executive Order 2007-01S pertaining to ethics.

Drug-Free Workplace: Both parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ESC will make good faith effort to ensure no ESC employee will use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Equal Employment Opportunity: In carrying out this service agreement, both parties agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The parties agree to on-going compliance with Executive Order 11375 and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations CFR 60.

Americans with Disabilities Act: Both parties hereby certify current and ongoing compliance with statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Procurement: Service costs are publicly posted on the Midwest Regional ESC website. The ESC was designated as a High Performing ESC by Ohio Department of Education for Fiscal Year 2021, the most recent designation.

Amendments: This service agreement may be amended at any time by a written amendment mutually agreed to and signed by both parties. Amendments may, but not limited to, due to changes in employee benefits, change in assigned employee, change in hours, or contract days.

Governing Law: This service agreement and any claims arising in any way out of this service agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the service agreement or the performance hereunder shall be brought in an Ohio court of Logan County, Ohio, and both parties hereby irrevocably consents to such jurisdiction.

Waiver of Breach: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure to perform under this Agreement caused by acts of God, civil or military authority, or public enemy; fire, explosions, epidemics, earthquake, flood, or other natural disaster; acts of government; riots, strikes, war or civil disorders; failure of transportation or supplies; vandalism, strikes or other work interruptions by employee; or any other cause beyond reasonable control of either party.

Proper Licensure: The Midwest Regional ESC 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 and licenses shall be maintained by the Midwest Regional ESC for inspection, upon request, by the Board of DD.

Background Check: The ESC will ensure that all individuals providing services under this agreement obtain and maintain all necessary licensure and/or certification and 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 ORC Section 3319, are adhered to and satisfied.

All applicable federal and state laws, regulations, and/or rules shall govern the implementation of the services provided pursuant to this Agreement. In witness the undersigned officers of the *Ada Exempted Village School District* and the *Midwest Regional Educational Service Center*, being duly authorized by their respective boards, have signed this document in compliance with ORC Section 3313.33(B).

By:
Ada Exempted Village School District

By:
Midwest Regional Educational Service Center

Superintendent

Superintendent

Treasurer

Treasurer

Date

Date

SERVICE AGREEMENT ATTACHMENT

\$ 325.00	PER DIEM
45.50	STRS
50.99	STRS PICKUP ON THE PICKUP
4.71	MEDICARE
1.95	WORKERS COMP
<hr/>	
428.16	
21.41	FISCAL/ADMIN FEE 5%
<hr/>	
\$ 449.56	EST. COST PER DAY

1st Amendment Athletic Training Coverage Agreement

This 1st Amendment to the 2021-2022 Athletic Training Coverage Contract agreement for the provisions of athletic training services between Mercy Health-St. Rita's Medical Center, LLC and Ada High School, will update the contract currently in place by amending the Agreements of St. Rita's, Term of the Agreement, payment terms and schedules as follows:

1A. St. Rita's agrees to provide 1 AT to provide athletic training services in accordance with Exhibit "A".

3M. The School agrees to the payment terms and schedules as denoted in the Fee Table below and as described by the contract term provisions under "Term of Agreement." Unless other arrangements are agreed upon between the School and the manager of sports medicine, the payment schedule for the contract will be three (3) installments billed, per the schedule below, to the School at the completion of each sports season (fall, winter, & spring).

Term Year	1 st Installment - Fall	2 nd Installment - Winter	3 rd Installment - Spring	Annual Total
2021-2022	\$8,333.33	\$4,100.00	*Pending Coverage	*Pending Coverage

12. Term of Agreement:

This Agreement between St. Rita's and the School shall be in full force and effect for a period of 1 year, commencing on the 1st day of November, 2021 and ending on the 1st day of March, 2022, unless either party provides written notice of their intent not to renew the Agreement, or states intent to terminate the agreement under the notice provisions contained herein.

This Agreement may be terminated with or without cause by either party giving not less than thirty (30) days written notice of such intention to terminate. Said notice can be by hand delivery or certified mail; return receipt requested. Said termination shall be effective thirty (30) days from the date of the receipt of said written notice.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

Ada High School's athletic events to be provided athletic training services under this contractual agreement:

Winter Season

1-2 -site checks per week (site checks per week will depend on event coverage between schools)

Home JV or varsity boy's basketball scrimmages

Home JV or varsity girl's basketball scrimmages

Home JV or varsity wrestling scrimmages/previews

Home JV/varsity boy's basketball games

^Home freshman boy's basketball games, if applicable

Home JV/varsity girl's basketball games

^Home freshman girl's basketball games, if applicable

Home JV/varsity wrestling matches

High School Wrestling Invitational (multiple AT coverage)

WBL Wrestling Tournament when hosted

Junior High Wrestling Invitational

*Varsity boy's basketball OHSAA tournament games – home or away

*Varsity girl's basketball OHSAA tournament games – home or away

Host AT coverage – OHSAA boy's basketball tournament games when hosted

Host AT coverage – OHSAA girl's basketball tournament games when hosted

Spring Season

No spring coverage will be allotted under this amendment unless new AT onboarded as coverage changes will be per fall 2021 coverage addendum

^Summer

AT will be available to provide athletic training services to School during the summer

break. These services may include, but are not limited to:

Site check hours in the training room

Coverage of team/sports camps that involve the school's coaches

and

athletes

AT coverage during the summer break will be flexible hours to work around the ATs

need to take Paid Time Off (PTO) and when another St. Rita's AT may not be available to cross cover.

Exhibit A is open to amendment by verbal agreement between the School and the Manager of Sports Medicine to allow for adding or subtracting simple/basic event coverage without executing a contract amendment or addendum.

^ coverage based on AT availability

**** away tournament coverage based on St. Rita's AT availability and availability***

of a tournament site AT

As stated under section 3.K of this Agreement, AT coverage will not be guaranteed if the assigned school's AT, or the manager of sports medicine, is provided less than 72 hours (3 days) advanced notice of an event that is added to the schedule.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties agree to abide by, and follow the terms of, this addendum for the duration of the contract term.

MERCY HEALTH-ST. RITA'S MEDICAL CENTER

By:

Name: _____
(Print)

Signature: _____

Date: _____

**BOARD OF EDUCATION DESIGNEE
FOR ADA HIGH SCHOOL**

By:

Name: _____
(Print)

Signature: _____

Date: _____

**1st AMENDMENT TO
ATHLETIC TRAINING COVERAGE AGREEMENT**

This 1st AMENDMENT to the Athletic Training Coverage Agreement for Athletic Training Coverage Services ("Agreement") is made effective as of the 1st day of November, 2021, by and between **MERCY HEALTH - ST. RITA'S MEDICAL CENTER, LLC**, an Ohio, a Company and Affiliate of Mercy Health ("St. Rita's"), and Ada High School.

WHEREAS, the Parties previously entered into the Agreement for Athletic Training Coverage Services to be provided by St. Rita's; and

WHEREAS, the Parties wish to Amend the Athletic Training Coverage Agreement with this 1st Amendment to memorialize adjustments to Athletic Training Coverage Services provided by St. Rita's; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Agreement and herein, the parties agree as follows:

1. To Amend the Agreement to amend certain coverage addressed in Exhibit A, by sequentially incorporating a new Exhibit A-1, "Full time and Part Time Athletic Trainer Coverage Service Updates" to the Agreement behind the referenced Exhibit A, to address ATC staffing and coverage updates.
2. Except as otherwise amended herein, all other terms in the Agreement shall be applicable to the renewal term.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates referenced herein.

ST. RITA'S:

**OTHER
PARTY**

Ada Local Schools

By: 

By: _____

Date: Sept 28, 2021

Date: _____

EXHIBIT A-1

Athletic Trainer Coverage Service Updates

The following updates to ATC Services previously described in Exhibit A, are addressed in this Exhibit A-1 will be in effect as of the date of the 1st Amendment.

- 1.) Athletic Trainers will no longer cross-cover multiple varieties of events, and consequently St. Rita's cannot guarantee event coverages.
- 2.) Cross-coverage will be isolated only to varsity football events, and large-scale events.
- 3.) Athletic Trainers will be contracted directly to their respective school. Athletic trainers contracted at full-time status, will have full-time coverage responsibilities for that school. Athletic Trainers contracted at part-time status, with split contracts between schools will maintain part-time coverage responsibilities. (Refer to table on this Exhibit A-1 "*Part-time v. Full-time ATC Classification*").

a.) Schools with part-time, or split contract Athletic Trainers understand that if there are athletic events occurring simultaneously between the schools on the same date, one of those school's events may not receive coverage, however, the Athletic Trainers will make efforts to alternate sequences between schools should that occur, understanding that varsity football events and large-scale events will take priority status in any alternating sequence.

b.) Schools with a contracted Athletic Trainer assigned to them understand that any dates of leave afforded to the Athletic Trainer by virtue of their employment with St. Rita's, including any paid time off, may result in no Athletic Trainer Coverage for those dates of leave or paid time off, dependent on the availability of alternate, or PRN staff to provide coverage under those circumstances.

c.) Schools understand that if their contracted Athletic Trainer leaves the school, that they will be without Athletic Training Coverage services until St. Rita's is able to onboard a new Athletic Trainer employee to fulfil that contractual role.

EXHIBIT A-1 con't

ATC Trainer Coverage Service Updates

Shared School Contract / Individual School Contract ATC Classification Table

Responsibilities	Shared School Contract	Individual School Contract
Athletic trainer splits coverage responsibility between two schools – guaranteed 50% event coverage	X	
Athletic trainer contracted directly to only your school – guaranteed event and practice coverage (unless AT has PTO/leave) – minimal cross-coverages		X
Cross-coverage asked for football and large events	X	X
Cross-coverage asked for all other events		
Without athletic training services if athletic trainer is off for vacation, leave	X	X
Without athletic training services until able to onboard if athletic trainer leaves the organization	X	X

RECOMMENDATIONS
ITEM J

ADA
EXEMPTED
VILLAGE
SCHOOL
DISTRICT

725 West North Avenue
Ada, Ohio 45810



2021-2022

Partners in Education

Board Approved: December 16, 2021

Partners in Education

PURPOSE

The Ada Exempted Village School District recognizes that the community is an excellent and valued resource in programs, which enhance the curricular, co-curricular, and extra-curricular programs at our school. Community members who have special knowledge and skills to share with our students are vital and integral elements of the educational process.

The Partners in Education program seeks community volunteers who will contribute to enhancement and/or dispatch of the following components of the education organizational system:

- The District's goals and objectives.
- Curricular, co-curricular, and extra-curricular objectives.
- The advancement of academics and citizenship in all students.
- The extension of quality and meaningful teaching and learning activities.

Working together, the school and community have a positive and meaningful impact on the education of all of our students.

GUIDELINES

In order to ensure the most positive and meaningful learning opportunities for all students, volunteers in the Partners in Education program are asked to work within the following guidelines:

- Be 18 years or older.
- Be authorized to live and work in the United States.
- Supply current address and telephone numbers.
- Be free of criminal convictions; any pending felony charges; any misdemeanor charge related to sexual conduct, assault, or abuse of a child.
- Not a member of a professional or social organization that identifies or is used to discriminate on the basis of gender, race, national origin, or ancestry.
- Approved by the administration.
- Approved by the Board of Education.
- Be able to work under the direct supervision of an assigned teacher and administrator.
- Abide by all Board policies and District guidelines while on duty as a volunteer.
- Will sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services.
- Will be covered under the District's liability policy but understand that the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for worker's compensation.
- Understand that the District may terminate the services of any volunteer whose performance is not satisfactory.

PARTNERS IN EDUCATION PROGRAM DESCRIPTOR

The Partners in Education program consists of six essential elements:

1. successfully meeting the screening criteria;
2. completing in-house training on policy and procedures of the District, roles and responsibilities of volunteers, and volunteer guidelines;
3. working under the direct supervision of a staff member and/or administrator in an assigned job;
4. employees undergoing Staff Development (e.g. working with parents as volunteers, coordination of efforts, planning for volunteers);
5. managing supplies, materials, and resources for volunteers; and
6. recognizing the efforts of Volunteers.

TYPES OF VOLUNTEER SERVICE

The following is a list of possible ways in which a volunteer in the Partners in Education may serve the Ada School District:

- Attendance Assistants
- Child Care Providers
- Field Trip Chaperones
- Library Assistants
- Lunch Room Monitors
- Members of School Committee/Organizations
- Mentors
- Office Assistants
- Organizers and/or Facilitators of Parent Activities
- Playground Monitors
- Resource Center Organizers
- Resource Center Volunteers
- Technology Volunteers
- Tutors

**ADA EXEMPTED VILLAGE SCHOOLS
PARTNERS IN EDUCATION
2021-2022**

Name: _____ Date: _____
 Address: _____ Home Phone: _____
 City/State/Zip: _____ Cell Phone: _____
 E-Mail Address: _____ Fax Number: _____

Please check to agree or disagree with each of the following statements (all statements must be checked):

Agree Disagree

- _____ I am 18 years or older.
- _____ I am authorized to live and work in the United States.
- _____ I am Free of Criminal Convictions; any pending felony charges; any misdemeanor charge related to sexual conduct, assault, or abuse of a child.
- _____ I am not a member of a professional or social organization that identifies or is used to discriminate on the basis of gender, race, national origin, or ancestry.
- _____ I will work under the direct supervision of an assigned teacher and administrator.
- _____ I release the District of any obligation should I become ill or receive an injury as a result of my volunteer services.
- _____ I understand I will be covered under the District's Liability policy, but further understand that the District cannot provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, will not be eligible for worker's compensation, nor financial compensation for my services.
- _____ I understand that any volunteer's services may be terminated whose performance is not satisfactory.
- _____ If requested and/or required, I will submit to a BCI/FBI background check.

_____ Signature _____ Date

~~~~~

**For office use only - Approval/Termination**

Principal \_\_\_\_\_ Date \_\_\_\_\_ Date of Board of Education Approval \_\_\_\_\_  
 Superintendent \_\_\_\_\_ Date \_\_\_\_\_ Date of Termination \_\_\_\_\_  
 Cause: \_\_\_\_\_