

**BUCKEYE LOCAL BOARD OF EDUCATION**

**Regular Board Meeting  
Tuesday, October 20, 2020  
6:30 p.m.  
ZOOM Meeting**

**“BUCKEYE – WE EDUCATE FOR SUCCESS.”**

**VISION STATEMENT**

The Buckeye Local School District unifies individuals, communities and resources to create a **WORLD CLASS LEARNING COMMUNITY** that gives ALL students the opportunity to be successful in **THEIR** future.

**GOALS**

The Buckeye Local Board of Education has established the following goals:

1. The board of education will achieve excellence in learner-focused governance.
2. The board of education will conduct efficient and effective meetings.
3. The board of education will increase community and staff trust and satisfaction.

*This meeting is a meeting of the board of education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Please complete a public participation form and submit it to the board president prior to the start of the meeting.*

*Board Policy # 0165.1, Item B*

**Buckeye Local Board of Education**

**Shannon Pike – President  
Tina Stasiewski – Vice President  
Gregory Kocjancic  
David Tredente  
Mary Wisnyai**

**Mr. Patrick Colucci  
Superintendent**

**Mrs. Mary Gillespie  
Interim Treasurer**

**BUCKEYE LOCAL BOARD OF EDUCATION**

**REGULAR BOARD MEETING**

Tuesday, October 20, 2020

**1. Opening Items**

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A. Call to Order

B. Roll Call of Members

\_\_\_\_Kocjancic \_\_\_\_ Stasiewski \_\_\_\_Tredente \_\_\_\_Wisnyai \_\_\_\_Pike

C. Meditation

D. Pledge of Allegiance

E. Communications/Special Reports

F. Public Participation Relative to Agenda Items (Bylaw 0169.1) & the Following:

Please complete a public participation form and submit it to the board president prior to the start of the meeting. We welcome your comments and/or questions during this time. Statements shall be limited to three (3) minutes. Please keep comments brief and to the point. Do not reflect adversely on the political or economic view, ethnic background, character or motives of any individual.

***The Board hereby suspends it policy 0169.1, Public Participation at Board Meetings, for any and all provisions regarding in-person public comment. This action does not prohibit public comment during Board meetings. Rather, public comment may be heard at the Board's discretion in accordance with the meeting notices provided by the Treasurer regarding public comment, and in accordance with the remaining portion of policy 0169.1 that is not in conflict with this resolution and/or such meeting notices.***

G. Correspondence

## 2. Treasurer's Report

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### Reports & Recommendations:

*It is the recommendation of the Treasurer that the BOE approve the following items as presented in 2A – 2F:*

- A. Approve the September BOE meeting minutes as presented to the board on October 14, 2020.
- B. Approve bills paid in September and the financial reports as presented to the board on October 14, 2020.
- C. 499-9021 School Bus Purchase Fund  
Authorize the treasurer to create fund 499-9021 School Bus Purchase Program developed to assist school districts in purchasing school buses. The School Bus Purchase Program was developed in collaboration with the Department of Public Safety. In addition, the Department of Education and Department of Public Safety engaged stakeholders to assist in developing the program. As a result, stakeholders, including the Buckeye Association of School Administrators (BASA) and the Ohio Association of School Business Officials (OASBO) were instrumental in the development of this program.
- D. 572-9121 Expanding Opportunities for Each Child Non-Competitive Grant  
Authorize the treasurer to create fund 572-9121 *Expanding Opportunities for Each Child* funds are meant to expand access to and enrollment in school improvement activities for low-achieving students and students from low-income families through four grant focus areas:
- Advanced coursework;
  - Career pathways'
  - Personalized learning;
  - Credit recovery and academic acceleration services
- E. 510-9021 CRF – Rural and Small Town Coronavirus Relief Funds  
Authorize the treasurer to create fund 510-9021 CRF
- F. Community Counseling Center Services Contract  
Approve the Services Agreement between Community Counseling Center of Ashtabula County and Buckeye Local Schools for the 2020-21 school year as presented in **Exhibit A.**

\_\_\_\_Kocjancic \_\_\_\_ Stasiewski \_\_\_\_Tredente \_\_\_\_Wisnyai \_\_\_\_Pike

### 3. Superintendent's Report

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#### Information

#### A. Board Policies - First Reading

Review the following board policy:

- 1) Volume 39, Number 1 – August 2020  
Po6325 – Procurement – Federal Grants/Funds

#### Superintendent's Reports & Recommendations

*It is the recommendation of the Superintendent that the BOE approve the following items as presented in 3B – 3C:*

#### B. Edgewood High School Revised Diploma Seals for the Class of 2021 & Beyond

Approve the revised Diploma Seals (with the addition of Industrial Arts only) for Edgewood High School graduates as presented in **Exhibit B**.

#### C. Accept Gifts as presented:

- 1) Edgewood Alliance Church donated \$215.00 for school supplies to be split between Kingsville and Ridgeview Elementary Schools.
- 2) Buckeye Athletic Boosters donated \$4,000 for basketball equipment.

\_\_\_\_Kocjancic \_\_\_\_ Stasiewski \_\_\_\_Tredente \_\_\_\_Wisnyai \_\_\_\_Pike

### 4. Personnel

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*It is the recommendation of the Superintendent that the Board approve the following Personnel items as presented in 4A – 4G:*

#### Certified Staff:

#### A. Certified – Salary Placement Adjustments, effective August 27, 2020

- 1) Elaine Applebee, IS teacher at Ridgeview, from M+20 at \$63,865 to M+30 at \$65,238.
- 2) Meghan Cafaro, teacher at Braden, from M+20 at \$69,874 to M+30 at \$71,247.
- 3) Jessica Detec, teacher at Kingsville, from M at \$63,912 to M+10 at \$67,642.
- 4) Julie Phares, teacher at Braden, from M+20 at \$70,732 to M+30 at \$72,106.
- 5) Susan Phillips, teacher at Edgewood, from M+10 at \$64,208 to M+20 at \$65,582.
- 6) Gregory R. Stolfer, teacher at Braden, from B/150 at \$47,727 to B+10 at \$48,414.

**B. Certified – Appointment**

Tracy Deluca, Intervention Specialist Tutor, after school for 5 hours per week at \$24.04 per hour, Kingsville Elementary, effective October 14.

**C. Certified Employees - Extracurricular and Special Fee Assignments for 2019-2020 SY:**

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Mitch Bidwell	Asst. Wrestling (7/8)	7+	11/13/2020	\$4,120.32
Greg Stolfer, Sr.	Asst. Wrestling (7/8)	7+	11/13/2020	\$4,120.32
Olajuwon Cooper	Asst. Boys Basketball (7/8)	7+	10/30/2020	\$4,120.32

**D. Non-Certified/Non-Employees - Extracurricular and Special Fee Assignments:**

**SUPPLEMENTAL RESOLUTION TO APPOINT NON-CERTIFIED /  
NON-LICENSED INDIVIDUALS TO SUPPLEMENTAL TEACHING POSITION(S)**

**WHEREAS**, the Buckeye Local Board of Education strives to appoint qualified certified/licensed employees to fulfill supplemental contracts; and

**WHEREAS**, the board has offered the following supplemental position(s) to certified/licensed employee(s) of the district; and

**WHEREAS**, no such employee(s) qualified to fill the position(s) has accepted it; and

**WHEREAS**, the position(s) was then advertised to certified/licensed individual(s) who are not employed by the board; and

**WHEREAS**, no such person(s) qualified to fill the position(s) has accepted it; and

**WHEREAS**, the board has deemed the following non-licensed/non-certified individuals identified below as qualified to fill the supplemental position(s);

**THEREFORE, BE IT RESOLVED**, that the Buckeye Local Board of Education, in compliance with O.R.C. 3313.53(D), awards the following supplemental contract(s), for the school year indicated below, to the following person(s):

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Alex Marshall	Asst. Wrestling	2	11/13/20	\$3,433.60
Jacob Bleil	Asst. Basketball (JV)	0	10/30/20	\$3,433.60
Rory Groce	Asst. Basketball (9 <sup>th</sup> )	6	10/30/20	\$3,776.96
RJ Baldwin	Asst. Basketball (7/8)	0	10/30/20	\$3,433.60
Jason Aponte	Asst. Girls Basketball (7/8)	2	10/23/20	\$3,433.60
Jeff Barger	Asst. Girls Basketball (JV)	1	10/23/20	\$3,433.60

**E. Approve the following volunteers for Winter Athletics:**

Jay Bowler	Boys Basketball
Tim Bowler	Boys Basketball

Paul Stofan  
David Zrubek

Boys Basketball  
Swim Coach

**Classified Staff:**

**F. Classified – Limited Contracts**

Re-employ the following classified staff members under a two-year contract from July 2020 through June 2022:

- 1) Jodi Anthony, bus driver, step 4 of 6, \$19.55 hourly rate.
- 2) Tina Brown, payroll specialist, step 2 of 30, \$17.60 hourly rate.
- 3) Michael Shafer, bus driver, step 4 of 6, \$19.55 hourly rate.

**G. Classified Substitutes**

Patrick Palumbo, custodian

*All personnel appointments are contingent upon possessing or obtaining the appropriate certification/licensure, validation, and/or permit as required by law and board policy, as well as satisfactory physical examination, criminal background check and/or current CPR training where applicable.*

\_\_\_Kocjancic \_\_\_ Stasiewski \_\_\_Tredente \_\_\_Wisnyai \_\_\_Pike

**5. Visitor Participation Relative to New Items (non-agenda items)**

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*Please complete a public participation form and submit it to the board president prior to the start of the meeting. Please limit your comments to three minutes or less.*

**6. Other Business – FYI**

**7. Executive Session**

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\_\_\_Kocjancic \_\_\_ Stasiewski \_\_\_Tredente \_\_\_Wisnyai \_\_\_Pike

A. For the discussion of appointment, employment, dismissal, discipline, promotion, demotion, compensation, negotiation and other legal matters of a public employee(s).

\_\_\_Kocjancic \_\_\_ Stasiewski \_\_\_Tredente \_\_\_Wisnyai \_\_\_Pike

**8. Adjournment**

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\_\_\_Kocjancic \_\_\_ Stasiewski \_\_\_ Tredente \_\_\_ Wisnyai \_\_\_ Pike

**SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (“Agreement”) is effective the 1<sup>st</sup> day of September, 2020, by and between Community Counseling Center of Ashtabula County, an Ohio non-profit corporation located at 2801 C Court, Ashtabula, Ohio 44004 (hereinafter, “CCC”) and Buckeye Local Schools, in Ashtabula County, Ohio school district located at 3436 Edgewood Dr., Ashtabula, Ohio 44004 (hereinafter, “BLS”). CCC and BLS are hereinafter collectively referred to as the “Parties.”

**RECITALS:**

A. The Parties hereby state and agree that CCC and BLS wish to develop a services program for BLS’s 2020-2021 school year, which will focus on pre-crisis screening and behavioral intervention services for BLS students;

B. CCC wishes to provide the referenced services to BLS students in exchange for the fees outlined herein; and

C. BLS wishes CCC to provide the referenced services for the benefit of the members of its student body.

**NOW, THEREFORE**, in consideration for the provision of the services outlined below and the mutual covenants and agreements herein, the sufficiency of which is acknowledged by the Parties, CCC and BLS state and agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement will surround the 2020-2021 BLS school year, and run from September 1, 2020, through June 30, 2021.

2. **THE SERVICES.** With the cooperation with the school staff, CCC agrees to provide the following services (collectively, the “Services”):

(a) Pre-crisis screening, which is a service comprised of brief face-to-face interactions with the student during which emotional outbursts or acting out behavior is briefly evaluated to determine if behavioral health services are needed. Pre-crisis screening does not result in the rendering of a diagnosis, it simply assesses the potential need for mental health or substance abuse services; and

(b) Behavioral intervention, which includes the following elements:

- (i) Facilitating increased collaboration between students, parents/guardians, and teachers.
- (ii) Problem solving.
- (iii) Validation of feelings/situations/experiences.
- (iv) Social skill building.
- (v) Conflict resolution.



- (vi) De-escalation and monitoring of problematic school behaviors.
- (vii) Modeling of appropriate behaviors/interactions.

BLS acknowledges that the Services DO NOT render a mental health diagnosis and DO NOT constitute a comprehensive diagnostic assessment. Should the student need referral to counseling or psychiatric services at and/or with CCC, the parent/guardian and school staff will be notified immediately. CCC will not provide any counseling or psychiatric services without explicit parental/guardian consent and participation.

**3. LOCATION OF THE SERVICES.** The Services will be provided in the following BLS school buildings:

- (a) Kingsville Elementary School;
- (b) Ridgeview Elementary School;
- (c) Braden Middle School;
- (d) Edgewood High School.

BLS agrees that it will make this facility accessible for CCC to perform the Services. BLS agrees that it will not charge CCC any rent or facility fees for its use of the facilities for its provision of the Services. The Services will be provided at NO COST to the parents/guardians of BLS student.

**4. FEES.** In exchange for the performance of the Services, CCC will be paid fees in the amount of \$20,000.00, payable to “Community Counseling Center” in equal quarterly installments of \$5,000.00. CCC will invoice BLS for the Services on a quarterly basis, which will be submitted at the conclusion of each quarter.

**5. CONFIDENTIALITY.** The Parties hereby state and agree that any information concerning the identities of the students, families and participants in the Program shall be kept strictly confidential at all times. Further, CCC states and agrees that it will maintain any and all treatment notes, medical documentation and patient information of any kind in a strictly confidential fashion and shall do so in the manner in which it maintains the confidential medical information of any of its clients.

**6. INDEPENDENT CONTRACTOR.** The Parties state and agree that CCC is an independent contractor employed to perform the Services contemplated in this Agreement. It is understood that CCC’s provision of the Services outlined in this Agreement does not constitute a master/servant relationship or that of an agent or principal. Nothing contained herein is intended nor shall be deemed to create a partnership or joint venture between CCC and BLS. At all times, CCC will be responsible for paying any of its employees involved, in any way, with the provision of the Services described in the Agreement. Similarly, BLS will be responsible for paying any of its employees involved, in any way, with the provision of the Services described in the Agreement.

**7. TERMINATION.** The Parties agree that the Agreement shall run for the duration of the 2020-2021 BLS school year, as described in Paragraph One (1) above. Accordingly, this Agreement will terminate on its own terms as of June 30, 2021. However, either party may

terminate this Agreement by giving the other party thirty (30) days' written notice at the addresses outlined in this Agreement.

8. **INDEMNIFICATION.** BLS agrees that it will hold harmless and fully indemnify CCC and its employees and agents against any and all lawsuits, claims or causes of action relating, in any way, to CCC's provision of the Services, that are filed or pursued by any third party, including any claim or cause of action raised by any BLS student and/or his or her parent or guardian.

9. **ASSIGNMENT AND DELEGATION.** Neither this Agreement nor any rights or duties pursuant to it may be assigned by either party without the prior written consent of the other.

10. **GENERAL PROVISIONS.**

(a) **Unenforceability.** If any provision of this Agreement should be held to be unenforceable or invalid for any reason, then such provision or portion shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

(b) **Governing Law, Venue and Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflicts or choice of law principles thereof. Any action brought relating to the subject matter of this Agreement must be brought in any state or federal court having jurisdiction in Ashtabula County, Ohio, and the parties to this Agreement consent thereto. The parties hereto irrevocably waive any objection which they may now or hereafter have to the personal jurisdiction or venue of any suit, action or proceeding arising out of or relating to this Agreement brought in such courts, and hereby further irrevocably waive any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) **Waiver.** No waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by the party or parties sought to be charged therewith. No written waiver shall affect any other term or condition hereof other than the one specified therein and then only for the time and in the manner specifically stated.

(d) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, personal representatives, successors and permitted assigns.

(e) **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties and may be modified, altered or amended only by means of a written instrument signed by both Parties.

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement effective the day and year first above written.

**Community Counseling Center of  
Ashtabula County**

By: \_\_\_\_\_  
Paul Bolino, Chief Executive Officer

**Buckeye Local Schools**

By: \_\_\_\_\_  
Patrick Colucci, Superintendent

**Diploma Seals**  
**Class of 2021 and Beyond**

**I. Community Service Seal**

- a. Volunteer 50 hours or more of Community Service (Volunteer) hours during your high school career.

**II. Fine and Performing Arts Seal**

- a. Earn four (4) credits in any of the Fine and Performing Art courses offered at Edgewood High School during your high school career. Courses listed below.
  1. Band
  2. Choir and/or Soundsations
  3. Art
  4. Speech
  5. Woodworking
  6. Industrial Arts

**III. Student Engagement Seal**

- a. Participate two seasons of any one or more of the following school sponsored athletic teams during your high school career.
  1. Football
  2. Cross Country Track
  3. Soccer
  4. Tennis
  5. Volleyball
  6. Golf
  7. Basketball
  8. Wrestling
  9. Baseball
  10. Swimming
  11. Softball
  12. Track
  13. Cheerleading

**OR**

- b. Participate two years in any one or more of the school sponsored clubs below and volunteer for 15 hours each year for each club.**
  - 1. National Honor Society**
  - 2. Student Council**
  - 3. Principal's Advisory Council**
  - 4. Athletic Council**
  - 5. Youth Philanthropy**
  - 6. Prom Committee**
  - 7. Homecoming Committee**
  - 8. Academic Challenge**
  - 9. Art Club**
  - 10. French Club**
  - 11. S.A.D.D. Club**
  - 12. Science Club**
  - 13. Spanish Club**