



AGENDA

Board of Education

Warren City School District

Regular Meeting – March 21, 2023 – 6:00 p.m.

McGuffey PK – 8 School, Cafetorium

With Live Stream available at warrencityschools.org

This meeting is a meeting of the Warren City 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 participating during the meeting, as indicated in Agenda Items No. 11a and 11b.

1. Call to Order

2. Roll Call by Approved Rotation

Mr. Flanagan, Mr. Fowley, Mrs. Limperos, Mrs. Patterson, Mr. Walker

3. Executive Session

Under the provisions of ORC 121.22, the Warren City Board of Education recessed to Executive Session at _____ p.m. to discuss:

- A. Consideration of Appointment, Employment, Promotion, etc. of Public Employees
- B. Investigation of Charges or Complaints Against Public Employee
- C. Conference with an Attorney Involving Pending Legal Action
- D. Consideration of the Purchase of Property for Public Purposes or Sale of Property at Competitive Bidding
- E. Preparing for, Conducting, or Reviewing Negotiations with Public Employees
- F. Matters Required to be Kept Confidential by State or Federal Law
- G. District Security Arrangements and Emergency Response Protocols
- H. Consideration of Confidential Information Related to Economic Development Project

PF _____ JF _____ PL _____ RP _____ JW _____

4. Communications5. Adoption of Agenda

PF _____ JF _____ PL _____ RP _____ JW _____

6. Treasurer's Report7. Superintendent's Report

- A. The Board of Directors of the Warren City Schools' Foundation and the Committee of the Warren High Schools' Distinguished Alumni Hall of Fame is pleased to announce the following inductees to the Class of 2023:

Shawn Cupples – WGH 1983:

Shawn Cupples attended Thiel College and graduated with a Bachelors Degree in Accounting and Business Administration. He was also a member of the United States Marine Corps and was on active and reserve duty tours from 1985 to 1991. Currently, Shawn works at General Nutrition Corporation (GNC) as the United Kingdom Financial Controller, Director of Financial Reporting, Vice President of Internal Audit and the Vice President of International Business Development. Shawn attributes his accomplishments and achievements to the foundation he received as a resident of the City of Warren and a graduate of the Warren City Schools.

Kenneth Davis – WGH 2004:

Kenneth Davis is father to Ethan (6) and Kennedy Davis (4) and husband to Brittney Davis. Kenneth is owner of Grow Pro Genetics LLC and Account Manager at Syngenta Seed, KWS Cereals USA and Bayer Crop Science. He graduated from The Ohio State University, Agribusiness and Applied Economics with a Bachelor's degree and received his Master's degree from Iowa State University, Seed Science and Technology. Ken is a YMCA Youth Sports Coach and Morning Star Baptist Church Men's Ministry Leader during his free time. Kenneth is also a recipient of The Ohio State University CFAES Young Professional Award.

Attorney Stanley A. Elkins – WWR 1977:

Attorney Stanley A. Elkins attended Defiance College and graduated with a degree in both Criminal Justice and Psychology. He obtained his Juris Doctorate from the University of Akron, School of Law in 1984. Mr. Elkins

was admitted to practice law in Ohio in May of 1985. He has served as a prosecutor for both the City of Warren and Trumbull County. Attorney Elkins currently serves as Chief Prosecutor of the Juvenile Division of the Trumbull County Prosecutor's Office. Stanley has been a member of Second Baptist Church for over fifty years, where he serves as an Usher and Trustee.

Joseph Kotwis – WGH 1984:

Joe Kotwis attended Clemson University and graduated in 1988 with a Bachelors in Mechanical Engineering. After two years with International Paper in South Carolina, he enrolled at North Carolina State and earned a Masters in Management graduating in 1992, while designing part time in Research Triangle Park. Joe married and moved to Iowa in 1992 for a 31-year career with Dupont. He transferred to West Virginia 2000 and then to Ohio 2006. Joe consulted across most films and laminates businesses in Dupont as well as external cell phone and aerospace customers. He was promoted to Technology Fellow in 2018 and retired in 2023, to pursue a manufacturing engineering consulting business.

Wendy Marvin – WGH 1980:

Wendy Marvin was born in Kimbrough Army Hospital in Fort Meade, Maryland, she arrived in Warren, Ohio at the ripe old age of 3 days. Her mother always told her this was the beginning of her wanderlust. Attending Laird Avenue Elementary, East Junior High and Warren G Harding High School, Wendy went on to attend Kent State University where she spent 8 years dabbling in this and that. She eventually became a Medical Assistant and never spent a day working in the field because working at the Trumbull YMCA not-for-profit sector while going to school was a job she loved. Wendy spent 34 years there before deciding to leave and move abroad. She received a teaching certification from the University of Miami of Florida for Teaching English as a Foreign Language (TEFL) and this was the start of her life abroad first moving to Paris, France followed by China, Bali and her current home Warsaw, Poland. It has afforded her the opportunity to travel to 42 countries of the world and she has never looked back.

Jill Christein-Merolla – WGH 1983

Jill Christein - Merolla completed her Bachelor's degree in Education in 1987 and her Master's degree in Education Administration in 1992 both from Youngstown State University. In 1987, she joined the Warren City Schools as an elementary teacher at McKinley, Horace Mann, Roosevelt, and Dickey Avenue Schools. She was awarded the A+ Teacher Award by the Tribune Chronicle in 1992. In 1997 Jill advanced into administration as a middle school principal at Turner, and an elementary principal at Secrest, McGuffey K – 4 and McGuffey K – 2 at Emerson. In 2010, Jill transitioned to central office leadership as Supervisor of Community Outreach and Grant

Development where she led two major national initiatives in Warren with CASEL, Collaborative for Academic Social Emotional Learning with former US Congressman Tim Ryan and worked collaboratively with SMARTS (Students Motivated by the Arts) to make Warren City Schools an Any Given Child school district, one of 25 with the John F. Kennedy Performing Arts Center in Washington DC.

Kirk Stiffler, MD, MPH – WWR 1988

Kirk Stiffler enrolled in the combined BS/MD program at the Northeastern Ohio Universities College of Medicine earning his bachelor's degree at Kent State University and graduating NEOUCOM (now known as NEOMED) with his MD in 1994. The following 3 years were spent in the Emergency Medicine residency program at Summa Health System in Akron, OH. Afterwards, Kirk joined Summa Health System as an attending emergency medicine physician at the training program. He was awarded teacher of the year by the residents in 1999, soon began to perform clinical research, and eventually served as director of clinical research for emergency medicine. During much of that time, he also chaired the Institutional Review Board (IRB) ensuring patient safety for those participating in clinical research trials at the institution. During that time, he completed his Masters of Public Health at the University of Massachusetts Amherst, was promoted to Professor of Emergency Medicine at NEOMED, and has published multiple peer reviewed research papers. After nearly 2 decades at Summa Health System, Kirk accepted a new role as Director of Emergency Medicine at University Hospitals Ahuja Medical system in Beechwood, OH during the late summer of 2017. In 2020, Kirk was instrumental in helping Ahuja's Emergency Department navigate the coronavirus pandemic. Kirk has served as the Chairman of Ahuja's Department of Medicine, and is currently serving as the President of the Medical staff. Throughout his career, Kirk manages to support various philanthropic organizations and is a dedicated father, son, and husband.

The Board is also pleased to announce the 2023 Distinguished Faculty:

Beverly A. Barile – Born September 17, 1954 in Warren, Ohio, she graduated from Youngstown State University with a Bachelor's Degree in 1976, took employment with the Warren City Schools during the 1976-77 school year, and completed her Master's Degree in August, 1983.

During her sixteen years of employment with the Warren City Schools, she taught English at West Junior High School, Warren G. Harding High School and Harry B. Turner Seventh Grade School.

Dates of Employment: 1977 to 1992

- B. McGuffey PK – 8 School Update – McGuffey Administrative Team
- 8. Board of Education Committee Reports
 - A. Athletics *(Patti Limperos and Julian Walker)*
 - B. Finance Advisory *(John Fowley and Patrick Flanagan)*
 - C. Board Policies and Guidelines *(Regina Patterson and Patrick Flanagan)*
 - D. Legislative Liaison *(Patti Limperos and John Fowley)*
 - E. TCTC Board Representative *(Regina Patterson)*
- 9. Old Business
- 10. New Business
- 11a. Public Participation (for identified agenda items only)

Treasurer's Recommendations

1. Minutes

It is recommended the resolution listed below regarding the February, 2023 and March, 2023 Board Minutes be approved as submitted.

BE IT RESOLVED, under the provisions of ORC 3313.26, the reading of the minutes of the following Board Meetings be waived and the minutes be approved:

Regular Meeting held February 21, 2023
Special Meeting held March 11, 2023

PF _____ JF _____ PL _____ RP _____ JW _____

2. Monthly Financial Statement

It is recommended the resolution listed below regarding the February, 2023 financial statement and short term investments made by the Treasurer during February, 2023, EXHIBIT A, (pp. 49 – 50), be approved as submitted.

BE IT RESOLVED that the following financial statement be approved:

	General Fund	All Other Funds	Total All Funds
Beginning Balance			
July 1, 2022	\$58,599,912.13	\$24,349,403.41	\$82,949,315.54
MTD Receipts	7,275,034.60	1,918,173.86	9,193,208.46
FTD Advances In	-0-	-0-	-0-
FTD Receipts	46,382,496.44	30,423,005.39	76,805,501.83
MTD Expenditures	4,999,376.69	2,802,950.01	7,802,326.70
FTD Advances Out	-0-	-0-	-0-
FTD Expenditures	45,962,914.15	31,401,230.25	77,364,144.40
Ending Balance			
February 28, 2023	59,019,494.42	23,371,178.55	82,390,672.97

BE IT FURTHER RESOLVED that the following interest from short-term investments be approved:

Fund		Amount
001-0000 A10-General Fund	\$	207,454.26
006-0000 FS-Food Service	\$	8,042.66
401 Auxiliary Services	\$	<u>216.34</u>
Total	\$	215,713.26

PF _____ JF _____ PL _____ RP _____ JW _____

3. Approve the Application, Accept the Grant and Approve the Grant Appropriations

It is recommended the resolution listed below to approve the application, accept the grant and approve the grant appropriation (a.) be approved as submitted.

BE IT RESOLVED that the Warren City Board of Education approve the application, accept the grant and approve the following appropriation:

- a. Name of Grant: Lab Coats and Learners
- Fund/S.C.C.: Fund #007 S.C.C. #9236
- Amount: \$1,302.00
- Funding: Martha Holden Jennings Foundation
- Period: February 21, 2023, through June 30, 2023.
- Principal: Carly Polder, Willard PK – 8 School
- Supervisor: Jill Merolla, Community Outreach and Grant Development
- Purpose: To provide K-2 students with opportunities to learn about science concepts through science kits, activities, and experiments that align with grade level standards.

Appropriation:

Fund	Func.	Obj.	S.C.C.	Description	Amount (\$)
007	1100	511	9236	Instructional Supplies	<u>1,302.00</u>
				Total:	<u>\$1,302.00</u>

PF _____ JF _____ PL _____ RP _____ JW _____

4. Revised Appropriation Budgets

It is recommended the resolution listed below for revised appropriation budgets (a.) be approved as submitted.

BE IT RESOLVED that the Warren City Board of Education approve the following revised appropriation budget:

- a. Fund/S.C.C.: Early Childhood Education (ECE) Preschool
Fund #439, S.C.C. #9233
FY2022 Apprn.: \$838,000.00
Rev. Apprn.: \$868,000.00
Exec. Director: Christine Bero, State and Federal Programs
Purpose: \$32,000.00 increase due to eight additional ECE slots awarded to the district for preschool education.

PF _____ JF _____ PL _____ RP _____ JW _____

Superintendent's Recommendations

1. Agreements, Contracts, and/or Leases

It is recommended the resolution listed below entering into agreements, contracts, and/or leases (a. and b.) be approved as submitted.

BE IT RESOLVED that the Warren City Board of Education approve entering into the following agreements, contracts, and/or leases.

- a. Agreement: The Ohio State University
Western Reserve Extension Education and Research Area
520 West Main Street, Suite 1
Cortland, OH 44420-1455
EXHIBIT B, (pp. 51 – 55):
Amount: No Charge
Period: 2023-2024 School Year
Exec. Director: Regina Teutsch, Curriculum and Instruction
Purpose: To work cooperatively with the District to provide services to the Warren City Schools youth (grades PK-8).

- b. Agreement: CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, Illinois 60061
(800) 328-4239
EXHIBIT C, (pp. 56 – 102):
Amount: \$563,460.00
Fund: Fund #001
Period: July 1, 2023, through September 30, 2024.
Supervisor: Danielle Miller, Technology
Purpose: To provide internet access to the campus of Warren G. Harding High School.

PF _____ JF _____ PL _____ RP _____ JW _____

2. Ohio State Testing Procedure

It is recommended the resolution listed below regarding the following in state testing procedures for the 2023-2024 school year, be approved as submitted.

WHEREAS, the Warren City Schools currently administers the Third Grade ELA Ohio State Assessment; and

WHEREAS, the provisions of Senate Bill 216, 132nd General Assembly allows districts the option of paper or online test administration for the third-grade assessments, in the 2023-2024 school year.

NOW, THEREFORE, BE IT RESOLVED that the administration of the Third Grade ELA Ohio State Assessment be paper version of the test for the 2023-2024 school year.

PF _____ JF _____ PL _____ RP _____ JW _____

3. Ground Lease and Lease Purchase Agreement

It is recommended the resolution approving and authorizing a ground lease and lease purchase agreement and related documents providing for the construction, enlarging, furnishing and equipping and the lease and eventual acquisition of facilities and improvements, including a recreation and wellness center, for school district purposes and authorizing and approving other related matters be approved as submitted.

WHEREAS, Section 3313.375 further provides that the obligations of the board of education under such a lease-purchase agreement shall not be construed as net indebtedness of that school district pursuant to Section 133.06 of the Revised Code; and

WHEREAS, this Board has determined to provide for the construction, enlarging, furnishing and equipping, and the lease and eventual acquisition of a recreation and wellness center, adjoining the School District's existing Warren G. Harding High School building, and appurtenances thereto for School District purposes; and

WHEREAS, it will be necessary for the Board to enter into a ground lease, lease purchase agreement and other agreements in order to finance the cost of the above-referenced improvements, all in accordance with the laws of the State, including, but not limited to, Section 3313.375 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Warren City School District, County of Trumbull, State of Ohio, that:

Section 1. Definitions. In addition to the words and terms defined in the recitals to this Resolution and in the Facilities Lease, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"Assignment" means the Assignment of Leases between the Corporation and the Trustee, assigning to the Trustee the Corporation's interests in the Ground Lease and the Facilities Lease.

"Base Rent" means the payments specified as Base Rent in the Facilities Lease. "Board" means the Board of Education of the School District.

"Capitalized Interest Fund" means the special fund or account to be established in the custody of the School District pursuant to the Trust Agreement for the payment of the interest components of Base Rent, all in accordance with Section 5705.10 of the Revised Code.

“Certificates” means Certificates of Participation in the payments of Base Rent to be made by the Board under the Facilities Lease to be issued as one or more series under the Trust Agreement for the purpose of paying Project Costs, and which will constitute “fractionalized interests in public obligations”, as defined in Section 133.01 of the Revised Code.

“Closing Date” means, as to the Certificates, the date of physical delivery of, and payment of the purchase price for, the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and applicable Treasury Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

“Continuing Disclosure Agreement” means the agreement authorized by Section 4(d), which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Certificates in accordance with the Rule.

“Corporation” means Ohio School Building Leasing Corporation, an Ohio nonprofit corporation, and its successors and assigns.

“Facilities Lease” means the Lease-Purchase Agreement between the Lessor, as lessor, and the Board, as lessee, conveying a leasehold interest in the Leased Property, and under which the Board shall lease the Leased Property for an initial term and renewal terms that are subject to renewal upon appropriations being made by this Board of funds sufficient to pay the Base Rent due during each such term.

“Ground Lease” means the Ground Lease between the Board, as lessor, and the Lessor, as lessee, conveying a leasehold interest in the Project Site.

“Issuance Expense Fund” means the Warren City School District Issuance Expense Fund, to be established in the custody of the Trustee under the Trust Agreement for the deposit, investment and application of that portion of the Certificates, if any, specified in the Purchase Agreement, and used to pay costs of issuing the Certificates.

“Leased Property” means collectively the Project Site and the Project Facilities.

“Lessor” means the Corporation and its successors and assigns as lessee under the Ground Lease and as lessor under the Facilities Lease, including the Trustee.

“Municipal Advisor” means Sudsina & Associates LLC.

“Original Purchaser” means Piper Sandler & Co., or such other purchaser or purchasers as are specified as the Original Purchaser in the Purchase Agreement.

“Other Facilities” means facilities and improvements to facilities for School District purposes that are not included in the Leased Property under the Facilities Lease.

“President” means the President of the Board or, in that person’s absence, the Vice President of the Board.

“Project Costs” means the costs of the Project Facilities and Other Facilities, including the interest component of Base Rent accruing during construction and costs of issuing the Certificates.

“Project Facilities” means those improvements to be financed, in whole or in part, with the proceeds of the Certificates and which are described in the Facilities Lease (as the same may be changed or amended as permitted under this Resolution), upon the Project Site, generally consisting of District’s anticipated new Recreation and Wellness Center adjoining the School District’s existing high school building, together with any additions, modifications and substitutions thereto as permitted under the Facilities Lease.

“Project Fund” means the special fund to be established in the custody of the School District pursuant to the Facilities Lease for the deposit, investment and application of that portion of the proceeds of the Certificates specified in the Purchase Agreement and to be used for Project Costs, all in accordance with Sections 5705.09(E) and 5705.10 of the Revised Code.

“Project Site” means the Project Site as described in the Facilities Lease, to include (a) the real estate upon which the Project Facilities are to be constructed or installed as described in the Facilities Lease, and (b) if necessary or desirable due to insurance requirements or

otherwise (which determination shall be conclusively made by the officers signing the Ground Lease and the Facilities Lease).

“Purchase Agreement” means the agreement among the Board, the Trustee and the Original Purchaser authorized under this Resolution with respect to the purchase of the Certificates.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934, as it may be amended and/or supplemented from time to time.

“School District” means the Warren City School District, Ohio, including this Board.

“SEC” means the Securities and Exchange Commission.

“Superintendent” means the Superintendent of the School District.

“Treasurer” means the Treasurer of the Board.

“Trust Agreement” means the Trust Agreement between the Corporation and the Trustee, pursuant to which the Corporation will assign to the Trustee the Corporation’s interests in the Ground Lease and the Facilities Lease and will direct the Trustee to and the Trustee will issue and sell the Certificates, and the proceeds of the sale of the Certificates will be made available to pay Project Costs.

“Trustee” means the bank or trust company at the time serving as Trustee under the Trust Agreement.

Section 2. Ground Lease, Facilities Lease and Trust Agreement. It is necessary, proper and in the best interest of the School District to authorize, and this Board does hereby authorize, the signing, delivery and sale of the Certificates on terms consistent with this Resolution to pay Project Costs. The Certificates shall be designated “Certificates of Participation, Series 2023, Evidencing the Proportionate Interests of the Owners Thereof in Base Rent to Be Paid by the Board of Education of the Warren City School District, Ohio”, or such other designation as is provided for in the Purchase Agreement. The Treasurer is authorized to select a bank or trust company as the initial Trustee, after determining that such bank or trust company meets the requirements for successor trustees set forth in the Trust Agreement. The President and the Treasurer are authorized to sign and deliver the Ground Lease and the Facilities Lease and to signify approval of the Assignment and the Trust Agreement in substantially the forms as are

now on file with this Board. Each of the Ground Lease, the Facilities Lease, the Assignment and the Trust Agreement is approved in substantially the form as is now on file with this Board, together with any changes or amendments that are not inconsistent with this Resolution and are not substantially adverse to the School District that are approved by the officers signing that document on behalf of the Board, all of which shall be conclusively evidenced by the signing of the Ground Lease and the Facilities Lease or amendments thereto and the signifying of approval of the Assignment and the Trust Agreement or amendments thereto by those officers. The Board's obligation to pay Base Rent during each term of the Facilities Lease shall constitute a "public obligation" as defined in Section 133.01 of the Revised Code.

Section 3. Leased Property. This Board hereby determines that the Leased Property and its use are essential to the School District including but not limited to its proper, efficient and economic operation and the welfare of its students.

Section 4. Determination of Facilities Lease Terms and Sale of the Certificates.

(a) Facilities Lease Terms. The Treasurer is hereby authorized to determine, having due regard for the best interest of and financial advantages to the School District: (i) the schedule of Certificate Payments (as defined in the Trust Agreement) and the Base Rent payable under the Facilities Lease, provided, that: (A) neither the aggregate principal amount of the Certificates nor the aggregate principal components of Base Rent shall exceed \$16,000,000, (B) the final Certificate Payment shall not be later than 30 years after the commencement date of the Facilities Lease, and (C) the aggregate true interest cost of the Certificates shall not exceed 7.0% per year, and (ii) the redemption terms, if any, for the Certificates and the corresponding prepayment provisions under the Facilities Lease; provided that the period during which no redemption and prepayment is permitted shall not be longer than 10¹/₂ years from the Closing Date and the redemption premium shall not exceed 2.0% of the principal amount redeemed.

The School District acknowledges that the aggregate principal component of the Base Rent shall be equal to the aggregate principal amount of the Certificates (net of any original issue discount) and shall be that amount that, together with other funds to be made available for the Project Costs, shall be sufficient to pay the Project Costs, including without limitation the cost of capitalized interest and providing any reserves that the Treasurer determines are necessary and appropriate

for the Certificates to be issued on the terms most favorable to the School District as the payor on the public obligations in which the Certificates constitute fractionalized interests, and the costs of issuance of the Certificates to be paid from the proceeds of the Certificates, including underwriter's discount, and which the Treasurer determines are necessary and reasonable in light of the character of the Certificates. The School District further acknowledges that the Certificate Payments shall include interest payments that shall be based upon the interest components of the Base Rent. The Certificates may be issued in one or more series that may differ as to credit enhancement, priority of payment and other terms. The Base Rent to be payable during each lease term of the Facilities Lease shall be an amount sufficient to pay the Certificate Payments that are due and payable during that lease term, and such Base Rent shall be specified or determined in an exhibit to the Facilities Lease; provided, however, that the School District's obligation to pay Base Rent is subject to appropriation and certification as provided in the Facilities Lease and nothing in the Facilities Lease, the Certificates or the Trust Agreement shall constitute a debt of the Board or a pledge by the Board, or an obligation of the Board, of any taxes or other money to the payments due thereunder. All determinations required by this subsection (a) shall be confirmed by the Treasurer by the signing of the Purchase Agreement.

(b) Purchase Agreement. The Treasurer or, in the absence of the Treasurer, the President, is authorized to sign and deliver, in the name and on behalf of the School District, the Purchase Agreement providing for the sale of the Certificates, provided that the purchase price for the Certificates shall not be less than 97% of the aggregate principal amount thereof. The Purchase Agreement is approved in substantially the form as is now on file with this Board of the Certificates and any reserves for the Certificates. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the officer signing on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Purchase Agreement by that officer.

(c) Primary Offering Disclosure. The (preliminary) official statement currently on file with the Treasurer is approved in substance. The President or Vice-President and Treasurer and the Superintendent, on behalf of the School District and in their official capacities, are authorized to (i) make or authorize modifications, completions or changes of or supplements to, said official statement in connection

with the original issuance of the Certificates, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the School District or is a final official statement for purposes of Sections (b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, the official statement, as it may be so modified, completed, changed or supplemented, in connection with the original issuance of the Certificates, and (iv) complete and sign an official statement, as it may be so modified, completed, changed or supplemented, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of an official statement as they deem necessary or appropriate.

(d) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Certificates, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President, the Treasurer and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this resolution and not substantially adverse to the School District and that are approved by the President, the Treasurer and the Superintendent on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to review and, as necessary, revise and update the School District’s procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, the bond counsel, disclosure counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(e) Application for Rating or Insurance; Financing Costs. If, in the judgment of the Treasurer, the filing of an application for (i) a rating on the Certificates by one or more nationally-recognized rating services, (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on all or a portion of the Certificates, or (iii) a surety bond or other credit enhancement facility from a company or other companies to satisfy all or a portion of any reserve requirement for the Certificates is in the best interest of and financially advantageous to this School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Certificates to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining any such ratings or policy.

(f) Use of Proceeds of the Certificates. The proceeds from the sale of the Certificates (a) for payment of costs of the Project shall be paid into the Project Fund, (b) for payment of interest components of Base Rent shall be paid into the Capitalized Interest Fund, and (c) for payment of costs of issuance of the Certificates shall be paid into the Issuance Expense Fund to the extent such costs are not paid by the Original Purchaser pursuant to the Purchase Agreement, all as provided in the Trust Agreement.

Section 5. Other Instruments. The President, the Superintendent and the Treasurer are each hereby authorized to take any and all other actions and to sign and deliver any and all other instruments, agreements, certificates and documents as may in their judgment be necessary, desirable, advisable or appropriate in connection with the signing and delivery of the Ground Lease and the Facilities Lease, the signing and delivery of the Certificates by the Trustee and the purchase of the Certificates by the Original Purchaser in order to give effect to the transactions contemplated to be performed on the part of the School District under the Ground Lease, the Facilities Lease and the Purchase Agreement. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 6. Tax Covenants. This Board covenants that it will use, and will restrict the use and investment of, the proceeds of the Certificates in such manner and to such extent as may be necessary so that (a) the Certificates will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Code or (ii) be treated other than as obligations the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Certificates will not be an item of tax preference under Section 57 of the Code.

This Board further covenants (a) that it will take or cause to be taken such actions that may be required of it for the Certificates to be and to remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply or cause the application of the proceeds of the Certificates to the governmental purpose of the borrowing, (ii) restrict yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, or any other officer of the School District having responsibility for issuance of the Certificates, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the School District with respect to the Certificates as the School District is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Certificates or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Certificates, and (c) to give one or more appropriate certificates of the

School District, for inclusion in the transcript of proceedings for the Certificates, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds of the Certificates, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Certificates. The Treasurer is specifically authorized to designate the Certificates as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 7. Retention of Bond Counsel and Disclosure Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Certificates, assisting the School District in preparing certain portions of the disclosure document for the Certificates and the rendering of the necessary legal opinions upon the delivery of the Certificates. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services whether or not the Certificates are issued. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 8. Retention of Municipal Advisor. The retention of Sudsina & Associates, LLC to provide municipal advisory services in connection with the issuance and sale of the Certificates and other matters related thereto is hereby confirmed. In providing those municipal advisory services, as an independent contractor and in a municipal advisory relationship with the School District, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this School District, or the execution of public trusts. For those municipal advisory services

that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those municipal advisory services. To the extent they are not paid by the Original Purchaser pursuant to the Purchase Agreement, the Treasurer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 9. Severability. Each section of this Resolution and each part of each section hereof is hereby declared to be independent, and the finding or holding of any section or part of any section hereof to be invalid or void shall not be deemed or held to affect the validity of any other section or part of any section of this Resolution.

Section 10. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 11. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

PF _____ JF _____ PL _____ RP _____ JW _____

4. Ohio Schools Council Governance Policy Change

It is recommended the resolution listed below regarding the Ohio Schools Council Governance Policy Change be approved as submitted

WHEREAS, “The Board of Education of the Warren City School District hereby grants the Superintendent of the Warren City School District the authority to modify, amend, or supplement Ohio Schools Council Policy 1.1 Section 10 Agreement, Policy 1.3 Section 11 Bylaws, and any other Agreements requiring Ohio Schools Council Assembly approval. These modifications, amendments, and supplements may occur at any regular or special meeting of the Ohio Schools Council Assembly at which a quorum is present. Approval of a modification, amendment or supplement requires a simple majority vote of the quorum.”

Current Policy 1.1 and Policy 1.3

Policy 1.1 Agreement Section 10: “This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon approval of the modification, amendment, or supplement by the governing bodies of two thirds of the Members, the amendment, modification, or supplement shall thereupon become binding upon all Members.”

Policy 1.3 Bylaws Section 11: “These ByLaws May be modified, amended or supplemented in any respect upon the approval of the modification, amendment, or supplement by first at least two-thirds of the Members’ representatives and thereafter by at least two-thirds of the Members and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.”

Rewrite of Policy 1.1 and Policy 1.3

Policy 1.1 Agreement Section 10: “This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon approval of the modification, amendment, or supplement at an Assembly Meeting by a majority vote of the quorum of superintendents of the Members, and the amendment, modification, or supplement shall thereupon become binding upon all Members.”

Policy 1.3 Bylaws Section 11: “These ByLaws may be modified, amended or supplemented in any respect upon the approval of the modification, amendment, or supplement at an Assembly Meeting by a majority vote of the quorum of superintendents of the Members and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.”

PF _____ JF _____ PL _____ RP _____ JW _____

5. Tuition Reimbursement

It is recommended the resolution listed below for tuition reimbursement be approved as submitted.

WHEREAS, the master working agreements between various bargaining units and the Warren City Board of Education provide for tuition reimbursement for qualified staff; and

WHEREAS, the following employees have submitted proper verification qualifying them for tuition reimbursement in the amounts indicated.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3319.071, tuition reimbursement is approved as indicated and shall be so made:

Certificated – 2022 - 2023 School Year:

BUBON, DANIEL	\$ 400.00
JOHNSON, JEFFREY W.	\$ 360.00
SHAKER, Nicole	\$ 400.00

PF _____ JF _____ PL _____ RP _____ JW _____

6. Acceptance of Gifts

It is recommended the resolution listed below regarding acceptance of gifts be approved as submitted.

WHEREAS, the gifts, as briefly herein described, have been offered to the Warren City School District; and

WHEREAS, the Board has the statutory authority to accept such gifts providing such acceptance does not remove any portion of the public schools from the control of the Board.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3313.36, the Board hereby accepts the gifts.

BE IT FURTHER RESOLVED, under the provisions of ORC 3313.47, the Board hereby declares that acceptance of the gifts does not at this time remove any portion of the public schools from the control of the Board; and

BE IT FINALLY RESOLVED that the Board is appreciative of the generosity of the gifts and the remembrance of this school district and its students.

Benefactors	Brief Description of Gifts and/or Services	
American Hallenic Edu Progressive Association	Lincoln Pantry Hats & Gloves Estimated Value: \$30.00	[1]
Colleen Photography 6826 Pineridge Ct. Austintown, OH	Lincoln Pantry Food Pantry Donation Estimated Value: \$50.00	[1]
St. Paul Evangelical Lutheran Church 2860 E. Market St. Warren, OH 44483	Raider Pantry Monetary Donation Value: \$100.00	[2]
United Church Homes 1801 Phoenix Pl. Niles, OH 44446	Willard PK – 8 School School Supplies Estimated Value: \$400.00	[3]

- [1] To be used to support the students of Lincoln PK – 8 School.
- [2] To be used to support the students of Warren G. Harding High School.
- [3] To be used to support the students of Willard PK – 8 School.

PF _____ JF _____ PL _____ RP _____ JW _____

7. Resolution to Authorize Superintendent to Notify the Ohio Department of Education Regarding Jessica Ploskodniak

WHEREAS, on May 10, 2022, the Board of Education for the Warren City Schools approved and issued an employment contract to Jessica Ploskodniak (“Teacher”) for the 2022-2023 school year; and

WHEREAS, after the start of the school year, said teacher communicated, individually her intention to resign creating a hardship for the district; and

WHEREAS, said communications were not received within the timeframes proscribed by law for unilateral termination of the employment relationship; and

WHEREAS, the Board received a letter of resignation from the employee that was not accepted or approved by the Superintendent and the employee has not provided any reasonable justification for resigning her teaching assignment; was directed to report to work and failed to do so

NOW, THEREFORE BE IT RESOLVED that the Board of Education authorizes and directs the Superintendent to notify the Ohio Department of Education’s Office of Professional Conduct of the employee’s unilateral termination of the employment relationship after July 10, 2022, without the consent of the Board of Education, in violation of Ohio Revised Code Section 3319.15.

PF _____ JF _____ PL _____ RP _____ JW _____

8. Warren Education Association Collective Bargaining Agreement

It is recommended the resolution listed below to approve and adopt the Collective Bargaining Agreement between the Warren Education Association and the Warren City Board of Education governing the three-year period commencing June 30, 2023, and concluding June 29, 2026 be approved as submitted.

SECTION 1: The Warren City Board of Education hereby approves and adopts the Collective Bargaining Agreement, EXHIBIT D, (separate), between the Warren Education Association and the Warren City Board of Education governing the three-year period commencing June 30, 2023, and concluding June 29, 2026.

SECTION 2: The Warren City Board of Education hereby authorizes and directs the appropriate officers and administrators of the Warren City Board of Education and the Warren City School District, including the Board President, Superintendent, and Treasurer, to take any and all acts or actions necessary to execute the Collective Bargaining Agreement and any related documents, including the Certificate of Availability of Funds, as may be necessary to assure its full implementation.

PF _____ JF _____ PL _____ RP _____ JW _____

9. Memorandum of Understanding between Warren City Board of Education and Warren Education Association

It is recommended the resolution listed below be approved as submitted.

This Memorandum of Understanding is entered into on March 21, 2023 by and between the Warren City School District Board of Education (Board) and the Warren Education Association (Association) this 21st day of March, 2023.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from June 30, 2020 through June 29, 2023;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that EXHIBIT E, (p. 76), shall constitute their Agreement.

PF _____ JF _____ PL _____ RP _____ JW _____

10. Personnel Recommendations

It is recommended the resolution listed below regarding personnel items (a. through m.) be approved as submitted.

CERTIFICATED:

a. Leave of Absence – Certificated

WHEREAS, ORC, 3319.13 requires that employees be granted leaves of absence upon their request for reasons of illness or disability and permits leaves of absence for other reasons as approved by the Master Contract between the Warren City Board of Education and the Warren Education Association; and

WHEREAS, ORC 3319.13 requires that upon return to work the employees on leave under this statute shall return to the same contract status held prior to the leave.

NOW, THEREFORE, BE IT RESOLVED, under the provision of ORC 3319.13, the following leave is recognized and/or granted for the dates indicated.

- (1) Leave of Absence approved at the February 21, 2023, Regular Board Meeting, **MOTION NO. 02-2023-46**, Section b. Leave of Absence – Certificated, Item no. 4, **Mary Olesky**, Special All Grades Teacher, Leave of Absence, effective 02/22/2023 **be AMENDED to 02/13/2023**.
- (2) Heather Frank, School Psychologist, Leave of Absence, effective, 01/30/2023.
- (3) Doug Sangregorio, Secondary Education Teacher, Leave of Absence, effective 02/15/2023.
- (4) Sandra Williams, HS Principal, Leave of Absence, effective 03/09/2023.
- (5) Morgan Zadroski, Special Education Teacher, Leave of Absence, effective 02/02/2023.

b. Change in Classification – Certificated

WHEREAS, the following change of employee classification is being made for the benefit of the District.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3319.01, the following change in the employees working classification is made as of the date indicated.

BE IT FURTHER RESOLVED, under the provisions of ORC 3317.12, the employee shall be compensated at the established wage rate as indicated on the Board of Education adopted salary schedule; and

BE IT FURTHER RESOLVED, under the provisions of ORC 3319.01, the employee shall be assigned and directed.

- (1) Stacy Milleson, Middle Childhood Education Teacher, Salary Table A, Limited Contract, FROM full-time contract TO FTE 71.56 contract, effective 3/20/2023, Salary Table A, Step B-07. (Change in status is being made at the employee's request).

c. Military Leave

WHEREAS, in accordance with the Master Contract between the Warren City Board of Education and the Warren Education Association, teachers who are members of the Reserve Forces of the United States or Organized militia as defined in ORC 5923.01 are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service on field training or active duty as defined in ORC 5923.05 for period not to exceed thirty-one (31) days in any one calendar year; and

WHEREAS, military leaves and right to re-employment upon completion of military service shall be granted in accordance with ORC 3319.14, ORC 5903.06, ORC 5903.061, and ORC 5923.05; and

WHEREAS, during a national emergency, should the period of active duty exceed thirty-one (31) days, the teacher shall continue to receive the difference between his/her normal pay and his/her military pay for the duration of military services and all benefits shall remain in force. Upon return, the teacher shall be reinstated to his/her previous assignment if within the same school year or the same or similar assignment if the leave is longer than one year. For purposes of seniority and placement on the salary schedule, years of absence for military service shall be counted as though teaching service had been performed during that time.

NOW, THEREFORE, BE IT RESOLVED under the provisions of the Master Contract between the Warren City Board of Education and the Warren Education Association and under the provisions of ORC 5923.05, the following military leave of absence is granted for the dates indicated; and

BE IT FURTHER RESOLVED that the teacher be granted military leave without loss of pay or benefits for thirty-one (31) days; and

BE IT FURTHER RESOLVED that should the active duty exceed thirty-one (31) days, the teacher shall continue to receive the difference between his/her normal pay and his/her military pay (not to include military allowances) for the duration of military services and all benefits shall remain in force, including but not limited to all health care benefits, life insurance, and accrual of sick leave, for the period indicated below.

- (1) Rylee Laswell-Bernard, Special Education Teacher
Effective Date(s) for the 2022-23 School Year:

March 14, 2023

March 31, 2023

- d. Substitute Teacher Appointment(s) (2021-22 School Year) \$125.00 per day, base salary per the Board approved Substitute Teacher Salary Schedule, (as needed)

WHEREAS, to prepare for temporary absences of certificated personnel for whom temporary, casual, as needed, on-call replacements (substitute teachers) may be needed to provide educational services for students; and

WHEREAS, the Board of Education has the authority to employ eligible personnel on such temporary, casual, as needed, on-call substitute basis. Pursuant to the provisions of Section 3319.11, Ohio Revised Code, these teachers shall not be reemployed to perform these supplemental contract duties for the ensuing school year. The supplemental contract shall state that the Board of Education gives notice of non-reemployment for the ensuing school year.

NOW, THEREFORE, BE IT RESOLVED that the following employment action(s) are taken.

These teacher(s) are to remain on our substitute lists for the current school year unless notice is provided that they have found full-time positions or request their name(s) be removed from the lists. These individual(s) are at

will employees and will be assigned as needed and will be paid per the Substitute Teacher Salary Schedule.

<u>Name</u>	<u>Effective Date</u>
Twila Freeman	03/06/2023
Ceara Rasley	03/08/2023

e. Appointments – Certificated – Hourly Employment (2022-23 School Year)

WHEREAS, to prepare for temporary, as needed, casual, on-call hourly certificated personnel to provide educational services for students; and

WHEREAS, such temporary, as needed, casual, on-call employment preparation is needed for only the dates specified not to extend beyond the current school year.

NOW, THEREFORE, BE IT RESOLVED under the provision of ORC 3319.07 and 3319.08, the following employment action is taken. Pursuant to the provisions of Section 3319.11, Ohio Revised Code, these teachers shall not be reemployed to perform these supplemental contract duties for the ensuing school year. The supplemental contract shall state that the Board of Education gives notice of non-reemployment for the ensuing school year.

BE IT FURTHER RESOLVED that under the provisions of ORC 3319.01, such employees shall be directed and assigned.

- (1) Supplemental contract for the purpose of participating in PBIS Team Planning Meetings effective 02/10/2023 through 06/30/2023, \$28.64 per hour, on as needed basis, to be paid from Title IV-A Fund #584, SCC #9234, not to exceed \$200.00 each (Recommended by C. Bero, Executive Director of State & Federal Programs)

Jefferson PK-8

Sheena Ridel

- (2) Supplemental contract for Home Instruction, effective 03/01/2023 through 05/26/2023, \$28.64 per an hour, on an as needed basis, to be paid from Fund #001, SCC #0000, not to exceed \$700.00. (Recommended by P. Dreher, Executive Director of Special Education)

Erika Prater

- (3) Supplemental contracts for the purpose of participating in the 2023 AP African American Studies Pilot Webinar, held on 03/07/2023, \$28.64

per hour, on an as needed basis, to paid from Title I Expanding Opportunities for Each Child Fund #572, SCC #9237, not to exceed \$58.00 each (Recommended by C. Bero, Executive Director of State & Federal Programs)

WGH

Brennan Baker
Charles Penny
Stephanie Porterfield

- (4) Supplemental contracts for Gifted Education and Professional Development, approved at the following Regular Board Meetings, MOTION No.'s, Sections and Item no.'s as listed below, effective 11/08/2022 through 06/30/2023, \$28.64 per an hour, on an as needed, basis, **AMEND** to be paid from AGTPD, Fund #001, SCC #0000, **TO AGTSUB, Fund #001, SCC #0000**, and **AMEND** not to exceed \$500.00 each **TO \$1,000.00 each** (Recommended by R. Teutsch, Executive Director of Curriculum & Instruction)

- November 29, 2022, MOTION NO. 11-2022-237, Section f., Item no. 8
- January 30, 2023, MOTION NO. 01-2023-32, Section c., Item no. 7
- February 21, 2023, MOTION NO. 02-2023-46, Section d., Item no. 2

Angela Betts
Kristy Bowser
Stephanie Brugler
Annamarie Buonavolonta
Tammy Church
Annette Constantino
Nicole Davis
Charlene Dedo
Laura DiGiacobbe
Kathleen Fetcenko
Jennifer Holbrook
Molly James
Kayla Kelsh
Laura Luoma
Diana McConnell
Cara Meadows

Lisa Mesaros
Katherine Neal
Margaret O'Brien-March
Kimberly Orr
Roy Ryser
Tamara Stanovcak
Marissa Sudac
Courtney Susko
Charla Thomas
Valerie Thomas
Kristy Thornton
Angela Toro
Rebecca Woodyard
Summer Zipay

- (5) Supplemental contracts for Girl Power 2.0 teachers, effective 03/01/2023 through 06/30/2023, \$28.64 per an hour, on an as needed

basis, to be paid from Novo Fund #018, SCC #9225, not to exceed \$750.00 (Recommended by J. Merolla, Supervisor of Community Outreach/Grant Development)

Jody Cicero
Tina Detate

- (6) Supplemental Contract for teachers of the 21st Century Community Learning Afterschool Program, grades 6-8, at the Willard and Jefferson PK-8 Schools, effective 03/06/2023 through 06/30/2023, \$28.64 per an hour, on an as needed basis, to be paid from 21st CCLC Fund #509 SCC #9239, not to exceed \$2,500.00 (Recommended by J. Merolla, Supervisor of Community Outreach/Grant Development)

Kristen Richter

- (7) Supplemental contracts for participating in the Keys to Literacy Virtual Professional Development on held on 03/24/2023, \$28.64 per hour, on an as needed basis, to be paid from School Quality Improvement Grant, Fund #572, SCC #9238, not to exceed \$75.00 each (Recommended by C. Bero, Executive Director of State & Federal Programs)

Angela Betts
Brent Bitner
Stephanie Brugler
Brianna Cohen
Jody Cicero
Laura Crank
Heather Dellimuti
Courtney Gorup
Angela Hammond
Nicole Laprocina
Teresa Newbrough

Brianna Owoc
Sara Price
Caren Purcell
Alexis Rhodes
Sheena Ridel
Michelle Rodgers
Sofia Ross
Danielle Sauer
Matthew Seidel
Christine Ulrich

- (8) Supplemental contracts for the purpose of participating in Trauma-Informed Virtual Modules and/or In-Person Training Session, effective 01/31/2023 through 04/20/2023, \$28.64 per an hour, on an as needed basis, to be paid from Title I-A Fund #572, SCC #9231, Title I SI Fund #536, SCC #9231, Title II-A Fund #590, SCC #9232, and Title IV-A Fund #584, SCC #9234, not to exceed \$175.00 each (Recommended by C. Bero, Executive Director of State & Federal Programs)

BOE

Jefferson PK-8

Patricia Fisher
Jacqueline Lawrence

Lincoln PK-8

Kimberly Anzevino
Brianna Boerio
Lauren Catuogno
Theresea Chucksa
Brandi Gazso
Alycia Greene
Kaitlin Groscost
Drake Jesse
Sylvia Littleton
Celeste Maillis
Kevin McCarty
Kristin Newbrough
Kelly Notar
Lori Orr
Shannon Popadak
Taylor Roberts
Nicole Ryser
Jill Selak
Diana Snier
Tamara Stanovcak
Cara Venetti
Laura Vennetti
Lori Voytko
Kristina White
Christopher Wilson
Karen Zagorec

Willard PK-8

Kimberly Baker
Kristin Barnes
Brittany Boerio
Gabrielle Borawiec
Rebecca Boyle
Jenna Bryant
Debra Carrino
Stephanie Chimento
Mary Compton
Annette Constantino

Brent Bitner
Stephanie Brugler
Brianna Cohen
Laura Crank
Heather Dellimuti
Tina Detate
Rebecca Gabrick
Diane Gibbons
Kristine Hunchuck
James Irwin
Ashley Lines
Lisa Mesaros
Tina Noble
Brianna Owoc
Sara Price
Alexis Rhodes
Sheena Ridel
Roy Ryser
Danielle Sauer
Matthew Seidel
Stephanie Tamburro
Christine Ulrich
Eleanna Vlahos-Hall

McGuffey PK-8

Erika Aulizia
Aaron Baker
Kristy Bowser
Robert Byrd
Stephanie Caldwell
Keelyn Claar
Lauren Deemer
Andrea Galloway
Stephanie Gilligan
Julie Householder
Anthony Kline
Cheryl Leshnack
Abby Logan
Sarah Mickler
Katherine Neal
Bernadette Nicopolis
Christina Pacurar
Jill Redmond
Brianna Rzucidlo

Tasha Dragish
 Alison Evans
 Natasha Galbraith
 Natalie Grayson
 Jessica Hostetler
 Jessica Irwin
 Donna Knox
 Laura Krcelic
 Paula McCabe
 Zachary McKenzie
 Cara Meadows
 Marchella Perez
 Jessica Ploskodniak
 Leslie Readman
 Deanna Reed
 Dominique Schenker
 Laurissa Shaw
 Nicole Shuttic
 Kristen Skinner
 Jennifer Summers
 Christine Whitmore
 Corinna Williamson
 Tyler Withem

Jillian Smith
 Emily Ward

Harding

Hillary Allen
 Leigh Arvin
 Kendra Byrd
 Julianne Dundee
 Abigail Fisher
 Logan Hileman
 Kimberly Hunter
 Christopher Lowry
 Andrew Martin
 Shauna McKinstry
 Victoria Midgett
 Stephanie Porterfield
 Melissa Rentz
 Brandy Scarmack
 Stephanie Shimko
 Heather Sirney
 Shannon Superak
 Courtney Susko
 Nicholas Wagner
 Carol Wilson

- (9) Supplemental contracts for Home Instruction approved at the January 30, 2023, Regular Board Meeting, **MOTION NO. 01-2023-32**, Section c., Appointments – Certificated – Hourly Employment (2022-23 school year), Item no. 2, effective 01/02/2023 through 05/26/2023, \$28.64 per an hour, on an as needed basis, to be paid from Fund #001, SCC #0000, not to exceed \$4,000.00 be **AMENDED TO NOT TO EXCEED \$9,000.00** for the following individuals listed below (Recommended by P. Dreher, Executive Director of Special Education)

Kathleen Berlin-Bates
 Joan Elliott
 Genna LaPolla

- f. Employment – Certificated (current regular employee) (Co-Curricular year) (2022-23 school year)

WHEREAS, the following co-curricular positions have been offered to the certificated employees of this school district; and

WHEREAS, the following certificated, current, regular employees have applied, meet appropriate standards adopted by the state board of education and are acceptable to the administration; and

WHEREAS, persons employed for coaching positions are required to submit verification of completion of CPR and Sports Medicine Clinic certification.

NOW, THEREFORE, BE IT RESOLVED that under the provisions or ORC 3319.08, the following persons are employed for one school year, on a limited contract, for the pupil activity program as indicated. Pursuant to the provisions of Section 3319.11, Ohio Revised Code, these persons shall not be re-employed to perform this same duty for the ensuing school year. The supplemental limited contract shall state that the Board of Education gives notice of non-reemployment for the ensuing school year. (Recommended by W. Nicholson, Athletic Director)

High School Athletics:

- (1) Bercheni, Gariana– Track – Assistant (Boys), Code #68.0, Index 5.6, Salary Table B, High School, Warren G. Harding High School, 100% of Contract.
- (2) Penny, Charles – Track – Head Coach (Boys), Code #66.0, Index 11.2, Salary Table B, High School, Warren G. Harding High School, 100% of Contract.
- (3) Penny, Charles – Track – Head Coach (Girls), Code #67.0, Index 11.2, Salary Table B, High School, Warren G. Harding High School, 100% of Contract.

CLASSIFIED:

g. **Retirement – Classified**

WHEREAS, the employee has requested to be released from all contracts of employment by way of retirement at the effective date indicated.

NOW, THEREFORE BE IT RESOLVED, under the provisions of ORC 3319.081, the retirement is accepted.

BE IT FURTHER RESOLVED that the Board of Education commends the public service rendered, commitment to young people, and loyalty to the schools and community; and

BE IT FINALLY RESOLVED that this retirement be accepted with regret, but with the best wishes and sincere appreciation.

- (1) Sharon Doing, MD Educational Assistant, Willard PK-8 Building, Salary Table I, effective 03/31/2023.

h. Resignation – Classified

WHEREAS, the employees have requested to be released from all contracts of employment by way of resignation at the effective date indicated.

NOW, THEREFORE BE IT RESOLVED, under the provisions of ORC 3319.081, the resignations are accepted.

BE IT FURTHER RESOLVED that the Board of Education commends the public service rendered, commitment to young people, and loyalty to the schools and community; and

BE IT FINALLY RESOLVED that these resignations be accepted with regret, but with the best wishes and sincere appreciation.

- (1) Chelsea Svonavec, Secretary Floater/Substitute Extra Clerk Typist, Salary Table E, effective 03/07/2023.
- (2) Charles White, Substitute Night Janitor, Salary Table M, effective 02/16/2023.

i. Leave of Absence – Classified

WHEREAS, ORC 3319.13 requires that employees be granted a leave of absence upon their request and permits leaves of absence as approved by the Warren City Board of Education; and

WHEREAS, ORC 3319.13 requires that upon return to work the employees on leave under this statute shall return to the same contract status held prior to the leave.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3319.13, the following leaves are recognized and granted for the approximate dates indicated.

- (1) Alfred Crouse, Night Janitor, Jefferson PK-8 Building, effective 02/15/2023.

- (2) Lynette Allen, Cook, McGuffey PK-8 Building, effective 02/23/2023.
- (3) Cheryl Pike, MD Educational Assistant, Jefferson PK-8 Building, effective 02/28/2023.
- (4) Valerie Mound, MD Educational Assistant, Lincoln PK-8 Building, effective 04/06/2023.

j. Initial Regular Employment – Classified

WHEREAS, a need exists for the services to be rendered by the persons herein named; and

WHEREAS, such employees have rights, benefits, and protection afforded them through the Board approved Agreement between their respective Union(s), and the Warren City Board of Education, and shall be a member of the School Employees Retirement System, and shall be compensated according to the before mentioned Agreement(s); and

WHEREAS, a vacancy exists for these employment actions.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3319.081 and 3319.083, the following employment actions be taken; and

BE IT FURTHER RESOLVED, under the provisions of ORC 3319.01, such employees shall be directed and assigned.

- (1) Archie Blair, Substitute Food Service General Helper, Salary Table M, to 6.5 General Helper, Jefferson PK-8 Building, Salary Table G, effective 03/16/2023 (Completion of 60 day probationary period). (Vacancy created due to resignation/retirement in department.) (Recommended by L. Postlethwait, Supervisor of Food Service)
- (2) Riley Brown, Floater-Substitute Extra Clerk Typist, Administration, Salary Table E, Pay Range I, Step 1, 52 Week (260-262 Day), effective 03/22/2023. (Vacancy created due to resignation/retirement in department.) (Recommended by S. Chiaro, Superintendent/CEO)
- (3) Jeffrey Hether, MD Educational Assistant, Lincoln PK-8 Building, Salary Table I, effective 03/01/2023. (Vacancy created due to retirement/resignation in department.) (Recommended by P. Dreher, Executive Director of Special Education)

- (4) Charles Holmes, Floating Night Janitor, Administration, Salary Table D, effective 03/27/2023 (Begin 30 day probationary period). (Vacancy created due to resignation/retirement in department.)
- (5) Shadiyah Kennedy, ED Educational Assistant, CSB/Warren G. Harding High School, Salary Table I, effective 03/13/2023. (Vacancy created due to retirement/resignation in department.) (Recommended by P. Dreher, Executive Director of Special Education)
- (6) Benjamin Lowry, Floating Night Janitor, Administration, Salary Table D, effective 03/13/2023 (Begin 30 day probationary period). (Vacancy created due to resignation/retirement in department.)
- (7) Elizabeth Mullarkey, MD Educational Assistant, Lincoln PK-8 Building, Salary Table I, effective 03/06/2023. (Vacancy created due to retirement/resignation in department.) (Recommended by P. Dreher, Executive Director of Special Education)
- (8) William O'Malley, 5.5 Bus Driver, Transportation, Salary Table D, effective 01/17/2023 (Completion of 30 day probationary period on 03/02/2023). (Vacancy created due to resignation/retirement in department.)

k. Substitute Employment Additions – Classified

WHEREAS, to prepare for temporary absences of classified personnel for whom temporary, casual, as needed, on-demand, on-call replacements (substitute personnel) may be needed to provide support services in conjunction with the management and control of the schools; and

WHEREAS, ORC 3313.47 grants authority for the Board to employ personnel on such a temporary, casual, as needed, on-demand, on-call substitute basis.

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3313.47 the following employment actions are taken and such name(s) shall be added to the approved list of substitute personnel. This employment is contingent upon receiving satisfactory results from a mandatory pre-employment drug test screening required by school policy and the individual(s) named below shall be deemed employed only on a conditional basis until the satisfactory check has been performed. This employment is also conditional until receipt of satisfactory results from a state required police check.

- (1) Craig Whitman, Substitute Night Janitor, Salary Table M, effective 03/06/2023.

I. Classified Temporary Employment

WHEREAS, a temporary, limited, on-demand need exists for the services to be rendered by the persons herein named.

NOW, THEREFORE, BE IT RESOLVED, that the temporary, on demand employment action as herein described and limited is hereby made; and

BE IT FURTHER RESOLVED that following the employment date herein specified, such employment is terminated without prejudice toward the person(s) concerned.

- (1) It is recommended that the following individuals be granted supplemental contracts for the purpose of attending Responding to Challenging Behavior Professional Development Series, as scheduled, effective February 21, 2023 through May 31, 2023, at their current hourly rate, for not more than 2.5 hours per meeting, not to exceed \$100.00 each, to be paid from Title I-A Fund #572, SCC #9231, Title II-A Fund #590, SCC #9232, and ECE Innovation Fund #439, SCC #9234. (Recommended by C. Bero, Executive Director of State & Federal Programs)

Educational Aide

Ashligh George
Angela White

- (2) It is recommended that the following individuals be granted supplemental contracts for the purpose of monthly preschool professional development meetings, as scheduled, effective February 21, 2023 through May 31, 2023, at their current hourly rate, for not more than 1.0 hour per meeting, not to exceed \$100.00 each, to be paid from Title I-A Fund #572, SCC #9231, Title II-A Fund #590, SCC #9232, and ECE Innovation Fund #439, SCC #9233. (Recommended by C. Bero, Executive Director of State & Federal Programs)

Educational Aide

Ashligh George
Angela White

- (3) It is recommended that the following individuals be granted supplemental contracts to support students at the Spring dance on March 30, 2023, at their current hourly rate, not to exceed \$50.00 each, to be paid from Fund #516, SCC #9230. (Recommended by P. Dreher, Executive Director of Special Education)

Alethea Barnes	Annastacia Ray
Lisa Marinkovich-Pisoni	Linda Trisler

- (4) It is recommended that the following individual be granted a supplemental contract to support students at the Prom on May 20, 2023, at their current hourly rate, not to exceed \$50.00, to be paid from Fund #516, SCC #9230. (Recommended by P. Dreher, Executive Director of Special Education)

Linda Trisler

- (5) It is recommended that the following individuals be granted supplemental contracts for the purpose of participating in Trauma-Informed Virtual Modules and/or In-Person Training Session, January 31, 2023 through April 20, 2023, at their current hourly rate, for not more than six hours total, not to exceed \$160.00 each, to be paid from Title IV-A Fund #584, SCC #9234. (Recommended by C. Bero, Executive Director of State & Federal Programs)

Administration

Behlke, Dalene
Brown, LaToyia
Chambers, Holly
Fellows, Heather

Jefferson

Koncsol, Maria
West, Montia

Lincoln

Williams, Rachel
Williams, Sonya

Willard

Holbrook, Brandy
Kroynovich, Kelly
Watkins, Janel

Warren G. Harding H.S.

Ray, Annastacia

- (6) Adult Game Workers for Athletic Events for the 2022-2023 School Year. All Adult Game Workers for High School and Middle School sports will be paid as follows:

Gate for Boys' JV/9 th Football	\$10.50/hour
Gate for Boys' Varsity Football	\$10.50/hour
Gates for Boys' Single Middle School Football	\$10.50/hour
Main Ticket Clerk for Varsity Football	\$10.50/hour

Football Chain Coordinator	\$10.50/hour
Varsity Football Clock	\$12.50/hour
Football Clock Assistant	\$12.50/hour
J.V. Football Clock	\$10.50/hour
Freshmen Football Clock	\$10.50/hour
Lower Level Football Clock	\$10.50/hour
Football Announcer	\$10.50/hour
Football Assistant Announcer	\$10.50/hour
Audio for Football	\$10.50/hour
Video for Football	\$10.50/hour
Computer for Football	\$10.50/hour
Game Book/Statistician for Football	\$10.50/hour
Press Box Host	\$10.50/hour
Officials' Host for Football	\$10.50/hour
Gate for Single Girls' Volleyball	\$10.50/hour
Gate for Single Girls' Middle School Volleyball	\$10.50/hour
Gate for Single Boys' and/or Girls' Soccer	\$10.50/hour
Gate for Single Boys' a/o Girls' Basketball Game	\$10.50/hour
Gate for Single Boys' a/o Girls' Middle School Basketball Game	\$10.50/hour
Varsity Main Basketball Clock	\$15.00/hour
Assistant Varsity Basketball Clock	\$12.50/hour
JV Basketball Clock	\$10.50/hour
Freshman Basketball Clock	\$10.50/hour
Basketball Announcer	\$10.50/hour
Game Book/Statistician for Boys' Basketball	\$12.00/hour
Scorebook for Basketball	\$10.50/hour
Video for Basketball	\$10.50/hour
Gate for Boys' and/or Girls' Swim Meet	\$10.50/hour
Ticket Worker Position for Boys'/Girls' Track Meets	\$10.50/hour
Security for High School Sporting Event	\$10.50/hour
Security for Single Middle School Events	\$10.50/hour

Game workers listed below will be paid at above rates according to event/assignment working:

Charles Harris

The above student game workers will work between 1 and 4.0 hours (depending on single/double/triple event) for any game and/or event which meets state minimum wage requirements and will be paid at above rates according to event/assignment working. To be paid from Athletic Fund #300 or Fund #014.

m. Employment—Classified Co-curricular 2022-2023 School Year

WHEREAS, the following co-curricular positions have been offered to the certificated employees of this school district with no acceptable responses; and

WHEREAS, the following co-curricular positions have been offered to or advertised to attract certificated persons not currently employed by this school district with no acceptable responses; and

WHEREAS, the non-certificated individuals herein recommended have been determined to meet the standards adopted by the state board; and

WHEREAS, persons employed for coaching positions are required to submit verification of completion of CPR and Sports Medicine Clinic certification, and

WHEREAS, persons employed are required to submit verification of satisfactory completion of BCII clearance, and

NOW, THEREFORE, BE IT RESOLVED, under the provisions of ORC 3313.53, the following persons are employed for a period of not more than one school year at the same salary/wage (Salary Table B) offered to certificated persons for the pupil activity program as indicated. The supplemental contract shall state that the Board of Education gives notice of non-reemployment for the ensuing school year. (Recommended by William Nicholson, Athletic Director)

(The payment of supplemental contracts listed below are subject to proration at the discretion of the Superintendent.)

- (1) Alyssa Lynch, Code #69.0, Index 5.6, Salary Table B, Assistant Track Coach, High School, Warren G. Harding High School (Girls), (100% of Contract)
- (2) Alyssa Lynch, Code #69.0, Index 5.6, Salary Table B, Assistant Indoor Track Coach, High School, Warren G. Harding High School (Girls), (100% of Contract)
- (3) Ryan Maffitt, Code #35.0, Index 5.6, Salary Table B, Assistant Baseball Coach, High School, Warren G. Harding High School, (Boys) (100% of Contract)

- (4) Matthew Nypaver, Code #68.0, Index 5.6, Salary Table B, Assistant Track Coach, High School, Warren G. Harding High School (Boys), (100% of Contract)
- (5) Maureen Penny, Code #69.0, Index 5.6, Salary Table B, Assistant Track Coach, High School, Warren G. Harding High School (Girls), (100% of Contract)
- (6) Michelle Rupe, Code #114.0, Index 4.0, Salary Table B, Track Coach, Middle School, Warren Middle Schools, (100% of Contract)
- (7) Brent Ulicny, Code #35.0, Index 5.6, Salary Table B, Assistant Baseball Coach, High School, Warren G. Harding High School, (Boys) (100% of Contract)

PF _____ JF _____ PL _____ RP _____ JW _____

Board's Recommendations

11b. Public Participation

Executive Session is a private conference between the members of the Board of Education from which the public is excluded. Because Executive Session is confidential and closed to public view, there are limitations on the use of Executive Session. Executive Session can be used for the following:

- Consideration of Appointment, Employment, Promotion etc. of Employees*
- Investigate of Charges or Complaints Against Public Employee*
- Conference with an Attorney Involving Pending Legal Action*
- Consideration of the Purchase of Property for Public Purposes or Sale of Property at Competitive Bidding*
- Preparing for, Conducting or Reviewing Negotiations with Public Employees*
- Matters Required to be Kept Confidential by State or Federal Law*
- District Security Arrangements and Emergency Response Protocols*
- Consideration of Confidential Information Related to Economic Development Project*

12. Executive Session

Under the provisions of ORC 121.22, the Warren City Board of Education recessed to Executive Session at _____ p.m. to discuss:

- A. Consideration of Appointment, Employment, Promotion, etc. of Public Employees
- B. Investigation of Charges or Complaints Against Public Employee
- C. Conference with an Attorney Involving Pending Legal Action
- D. Consideration of the Purchase of Property for Public Purposes or Sale of Property at Competitive Bidding
- E. Preparing for, Conducting, or Reviewing Negotiations with Public Employees
- F. Matters Required to be Kept Confidential by State or Federal Law
- G. District Security Arrangements and Emergency Response Protocols
- H. Consideration of Confidential Information Related to Economic Development Project

PF _____ JF _____ PL _____ RP _____ JW _____

13. Reconvened Board Meeting - _____ p.m.14. Adjournment - _____ p.m.

PF _____ JF _____ PL _____ RP _____ JW _____

SC:tep
03/20/2023