YOUNGSTOWN
BOARD OF EDUCATION
-AGENDA-

Tuesday, June 14, 2016
- 4:30 P.M. -
  Board Room
- Formal Meeting -
  I.L. Ward Building
REGULAR BOARD MEETING
June 14, 2016
AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES
   Regular Meeting
   May 24, 2016

VI. COMMUNICATIONS/RECOGNITIONS

VII. REQUESTS TO ADDRESS THE BOARD (Citizens Participation)

VIII. BOARD RECOMMENDATIONS/PRESENTATION

IX. TREASURER’S RECOMMENDATIONS (Blue)

X. SUPERINTENDENT’S RECOMMENDATIONS
   • Superintendent’s Motions/Recommendations/Resolutions
     ➢ Resolution #06.14.16-01 – Non-Renewal of Limited Teaching Contract
     ➢ Resolution #06.14.16-02 – Suspension of Limited Contract of Teacher due to Reduction in Force
     ➢ Resolution #06.14.16-03 – Resolution to approval agreement between MCESC and the YCSD
   • Business Office Recommendations (GREEN)
   • Personnel Recommendations (YELLOW)
   • Policy Recommendations (PINK) (*Second Reading)
     ➢ Policy 2111 – Parent and Family Involvement (Revised)
     ➢ Policy 4162 – Drug and Alcohol Testing of CDL License Holders (Revised)
     ➢ Policy 5112 – Entrance Requirements (Revised)
     ➢ Policy 6116 – Time and Effort Reporting (New)
     ➢ Policy 8500 – Food Service (Revised)

XI. BOARD COMMITTEE REPORTS

XII. PRESIDENT’S REPORT

XIII. TREASURER’S REPORT
XIV. SUPERINTENDENT'S REPORT
XV. UNFINISHED BUSINESS
XVI. NEW BUSINESS
XVII. EXECUTIVE SESSION
XVIII. ADJOURNMENT
Exhibit
Executive Sessions

BOARD OF EDUCATION

The undersigned chair or presiding officer, under oath, certifies that a meeting of the Board of Education was held on _________________. The Board closed its meeting as permitted by the Open Meetings Act of Ohio. The only matters considered or discussed during the closed portion of executive session of its meeting are as checked below:

1. _______ The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing;

2. _______ The purchase of property for public purposes or the sale of property at competitive bidding;

3. _______ Conferences with the board’s attorney to discuss matters which are the subject of pending or imminent court action;

4. _______ Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees;

5. _______ Matters required to be kept confidential by federal law or rules or state statutes;

6. _______ Specialized details of security arrangements.

This _____ day of __________________, ________

________________________
Chair or Presiding Officer
THE YOUNGSTOWN BOARD OF EDUCATION
Brenda Kimble, President
Michael Murphy, Vice-President
Jacqueline Adair
Dario Hunter
Corrine Sanderson
Ronald Shadd
Jerome Williams

Stephen Stohla, Interim Superintendent
Dr. Milton A. Walters, Asst. Superintendent
Sherry Tyson, Treasurer
Harry Evans, Business Manager

SUPERINTENDENT’S RESOLUTIONS
TO THE BOARD OF EDUCATION
June 14, 2016

Item 1: I wish to recommend to the Board approval of the following resolutions:

RESOLUTION NO. 06.14.16-01

NON-RENEWAL OF LIMITED TEACHING CONTRACT

BE IT RESOLVED by the Board of Education of the Youngstown City School District, Mahoning County, Ohio, that on the recommendation of the Superintendent, the limited contract of the following persons shall not be renewed, and the said teacher not be re-employed for the school year 2016-17:

Sandra Paulino

BE IT FURTHER RESOLVED, that the Treasurer of the Board of Education, on or before April 30, 2016, shall give written notice to said teacher(s) that his/her limited contract shall not be renewed and that they will not be re-employed for the 2016-17 school year.

________________________ moved, seconded by _________________________________
that the foregoing resolution be adopted.

6-14-16
SUPERINTENDENT'S RESOLUTIONS
TO THE BOARD OF EDUCATION
June 14, 2016

Item 2:

RESOLUTION NO. 06.14.16-02

CERTIFICATED PERSONNEL:

SUSPENSION OF LIMITED CONTRACT OF TEACHER DUE TO REDUCTION IN FORCE

BE IT RESOLVED, by the Board of Education of Youngstown City School District, Mahoning County, Ohio that on the recommendation of the Superintendent, in accordance with the Ohio Revised Code §3319.17 and §6.09 of the agreement between the Youngstown Education Association and the Youngstown Board of Education, the following limited teaching contracts shall be suspended for the 2016-2017 school year:

James Alexi
Robert Reagle

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Youngstown City School District, Mahoning County, Ohio that the Treasurer of the Board of Education shall give written notice to the named teacher that their limited contracts shall be suspended for the 2016-2017 school year (effective as provided in said Agreement) and that their service in the District if and when teacher positions become vacant or are created for which the teachers are/or becomes qualified, in accordance with Ohio Revised Code §3319.17 and §6.097 of the Youngstown Education Association's Agreement with the Youngstown Board of Education.

________________________ moved, seconded by ______________________ that the foregoing resolution be adopted.

Ayes:

Nays:

06/14/16
SUPERINTENDENT'S RESOLUTION
TO THE BOARD OF EDUCATION
June 14, 2016

Item 3: I wish to recommend to the Board the following resolution:

RESOLUTION NO. 06.14.16-03

Approval of Contract Agreement between the Mahoning County Education Service Center and the Youngstown City School District. (Attached)
AGREEMENT
Between
THE MAHONING COUNTY EDUCATIONAL SERVICE CENTER
and
THE YOUNGSTOWN CITY SCHOOL DISTRICT

WHEREAS, The Governing Board of the Mahoning County Educational Service Center ("MCESC") provides educational services to Local and City District Boards of Education such as the Youngstown City School District ("District") and its students; and

WHEREAS, the District is required to provide academic coordinating services to students of the District at its Youngstown Early College in courses that are relative to completing an associate degree when graduating from high school, as well as performing other related duties; and

WHEREAS, MCESC and the District desire that such services to the District and its students be provided through the MCESC according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises which are incorporated herein by reference, the MCESC and the District hereby agree as follows:

1. **Duties of MCESC.**

MCESC shall provide the services of two (2) Coordinator-Student Intervention and Outreach to the District and its students at the Youngstown Early College, such services to be performed in accordance with the "summary of position description" a copy of which is attached hereto and made a part hereof. The Superintendent of MCESC shall assign the personnel to perform such contracted services at the Youngstown Early College operated by the District.
2. **Duties of the District.**

   a. For and in consideration of the provision of MCESC services described herein, the District agrees to pay MCESC the reasonable costs of providing such services not to exceed the maximum expenditure of One Hundred Forty Thousand Dollars ($140,000.00) for the 2016-2017 school year, for salaries, benefits, other related costs, and an administrative fee of 5% of such actual total expenditures. The MCESC shall submit detailed monthly invoices to the District for payment of such expenditures to be due within 30 days of receiving the invoice during the term of this Agreement.

   b. It is anticipated that each of the two (2) Academic Coordinators to be provided by MCESC pursuant to this Agreement shall be paid a salary of Forty-Four Thousand, Six Hundred Ninety-Eighty Dollars ($44,698.00) for 228 days during the contract period, plus benefits, the cost of which benefits are estimated to equal forty-two percent (42%) of the salary for each Coordinator-Student Intervention and Outreach.

   c. Additionally the MCESC hereby designates and assigns the District to evaluate for the MCESC the professional performance of the Academic Coordinators in the manner, on forms and at intervals as directed by the MCESC.

3. **Term of Contract.**

   This Contract shall be valid July 1, 2016 through June 30, 2017. This agreement shall not renew unless agreed to in writing.

4. **Independent Contractors.**

   MCESC and the District acknowledge that, for purposes of this Contract, each is an independent contractor and is in no way an agent, servant, fiduciary, or employee of the other. The Academic Coordinators employed by MCESC and assigned by it to perform services for the District shall be employees of MCESC, not the District. However, while performing services for
the District and its students, the Academic Coordinators shall work in harmony with the rules and regulations of the District applicable to its schools.

5. **Insurance and Worker’s Compensation.**

On or before the effective date of this Contract, the MCESC will obtain and maintain a comprehensive general liability insurance policy relating to their services pursuant to this Contract in the amount of not less than One Million Dollars per occurrence and Three Million Dollars annual aggregate with respect to personal injury or death, and not less than One Million Dollars per occurrence and Three Million Dollars annual aggregated with respect to property damage. Such policy shall contain a provision which requires notice to the District no later than thirty (30) days in advance of any termination of coverage. Prior to the effective date of this Contract, the MCESC shall provide to the District (a) a certificate of insurance for all required coverage and (b) evidence of Worker’s Compensation coverage for MCESC employees involved in performing the services described in this Contract. The MCESC shall name the District as an additional named insured on the policies required by this section.

6. **Indemnification.**

Subject to the limitations of RC 2744, and limited by the terms and conditions of MCESC’s insurance coverage provided herein, MCESC shall indemnify, hold harmless and defend the District from and against any and all claims, losses, and liabilities which may be caused, in whole or in part, by the actions or inactions of MCESC, their members, agents, employees, volunteers, contractors and providers.

7. **Amendments.**

This contract may be amended only in writing by mutual consent of MCESC and the District Board.

8. **Complete Agreement.**
This Contract constitutes the entire agreement between the parties as to MCESC services through Academic Coordinators, and no agreement has been made between the parties on this subject which is not included in this Contract.

9. **Contrary to Law.**

If any portion of this Contract is contrary to law, that portion of this contract is void, but the rest of the Contract remains valid.

10. **Controlling Law.**

Ohio law controls this Contract.

11. **Article Titles.**

The titles of each of this Contract’s articles is to facilitate reference only.

12. **Implementing Resolutions.**

MCESC Governing Board and the District Board each shall adopt such resolutions, and take such actions as are necessary to implement the provisions, all and singular, of this Contract.

Mahoning County Educational Service Center  
Youngstown City School District

By: [Signature]  
Board President  
By: [Signature]  
Board President

Date: 5/19/14  
Date:  

Blaise Karlović, Treasurer  
By: [Signature]  
Treasurer

Date: 5/19/16  
Date:  

4
SUPERINTENDENT’S PERSONNEL RECOMMENDATION

Dr. Milton Walters, Asst. Superintendent & Human Resources

June 14, 2016
SUPERINTENDENT'S PERSONNEL RECOMMENDATIONS
TO THE BOARD OF EDUCATION
June 14, 2016

(All individuals have endorsed having no immediate family members employed by the Board unless otherwise specifically noted)

Item 1: I wish to recommend that the following CERTIFICATED APPOINTMENTS be accepted for the 2016-17 school year:

**Limited Contract Teachers** – Fund 001

Kyleigh Allen – 10 Months, 183 Days – BA, Step 1-$34,096.00-Effective August 18, 2016

Elizabeth Banks-10 Months, 183 Days – BA, Step 1-$34,096.00-Effective August 18, 2016

Michael Burke – 10 Months, 203 Days-MA+30, Step 7, $49,753.00 –Effective August 5, 2016

Lindsey Callahan – 10 Months, 183 Days, BA, Step 3-$37,590.00-Effective August 18, 2016

Ashley Ciavarella – 10 Months, 183 Days – BA, Step 3 – $37,590.00 – Effective August 18, 2016

Joshua Colborn – 10 Months, 183 Days-BA, Step 1-$34,096.00-Effective August 18, 2016

Natalie Dean – 10 Months, 183 Days –BA, Step 3, $39,336.00 – Effective August 18, 2016

Joey Ewing-Wolanzyk-10 Months, 183 Days –MA+45, Step 8- $52,794.00 Effective August 18, 2016

Charles Geiss-10 Months, 183 Days- BA, Step 3 -$37,590.00 – Effective August 18, 2016

Mary Muldoon- 10 Months, 183 days-MA+30 -$49,680.80

Karen Nypaver -10 Months, 183 Days – BA+15, Step 7-$45,871.00-Effective August 18, 2016

Kevin Parkin – 10 Months, 183 Days –MA, Step 5-$43,671.00 – Effective August 18, 2016

Joy Quinn – 10 Months, 183 Days – BA, Step 3 – $37,590.00 – Effective August 18, 2016

Nancy Rocco -10 Months, 183 Days – BA, Step 8 - $46,324.00 –Effective August 18, 2016
Limited Contract Teachers – Fund 001

Paul Szeltner – 10 Months, 183 Days-BA, Step 2-$35,843.00-Effective August 18, 2016

Mark Taylor –10 Months, 183 Days –MA+45, Step 3--$44,059.00 –Effective August 18, 2016

Item 2: I wish to make the following CERTIFICATED APPOINTMENTS:

Home Instruction –(Fund-001) – will not work more than five hours per week per student assigned; $22.35 per hour; effective June 15, 2016
Cheryl Vanatsky

Special Education Inclusion Supervisors – (Fund-001) – 10 Months, 193 Days, Grade 7, Step 7-$73,127.00- Effective August 12, 2016
Jennifer Kluchar
Monique Santisi

Speech Pathologist-(Fund-000) – 10 Months, 188 Days, MA, Step 4-$41,924.00, Effective August 12, 2016
Janine Lawler
Meredith McKay

For the record:
Sharon King-10 months, 183 days – BA+15, step 3-- $38,883.00

Cynthia Wilson-10 months, 183 days—MA+45, step 8 -- $52,794.00

Item 3: I wish to recommend the following CERTIFICATED APPOINTMENTS for Summer School 2016:

Supplemental Summer School-Success by 6-M.L. King Elementary – (Fund-001 )-$26.55 per hours for YEA Members; ; $15.50 for Non YEA Members not to exceed 25 hours per week; June 13, 2016 through July 1, 2016;

Guidance Counselor
Donald Cheffo

Supplemental Summer School-Success by 6-M.L. King Elementary - (Fund-001) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 13, 2016 through July 1, 2016;

Teachers
Latanya Brown
Robin McVay
Alexis Starheim
Supplemental Summer School-M.L. King Elementary — (Fund-572) $22.35 per hours for YEA Members; $15.50 for Non YEA Members not to exceed 25 hours per week; June 6, 2016 through July 13, 2016;
Dina Rowe
Brittany Welch

Supplemental Summer School-M.L. King Elementary — (Fund-572) $22.35 per hours for YEA Members; $15.50 for Non YEA Members not to exceed 25 hours per week; June 6, 2016 through July 13, 2016;

Teachers-(Fund-572)
Teri Coward
Adrienne Demay
Patricia Kemp
Emily Walker
Janet Weeks
Amanda Whitmore

Literacy Coaches-(Fund-572)
Jill Luknis-(Primary)
Amanda McGinnis-(Intermediate)

Math Coach-(Fund-572)
Amy Glaser

Supplemental Summer School-K-6 Harding Elementary—(Fund-572) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 6, 2016 through July 1, 2016;

Teachers
Courtney Angelo
Ashley Buckner
Leah Kardoulias

Tami LaPaze
Tiffany Lewis
Monique Smith

Supplemental Summer School 3rd Grade Teacher Harding Elementary—(Fund-572)- $22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 6, 2016 through July 1, 2016;
Dena Esmail

Supplemental Summer School –Administrative Assistant-M.L. King Elementary—(Fund-001)- $22.35 per hours for YEA Members; $15.50 for Non YEA Members not to exceed 25 hours per week; June 6, 2016 through July 13, 2016;
Evelyn Veal

Supplemental Summer School-M.L. King Elementary—(Fund-572) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members not to exceed 25 hours per week; June 6, 2016 through July 13, 2016;

LLI Tutor
Hilda Freudenberg
Supplemental Summer School-M.L. King Elementary-(Fund-001) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 6, 2016 through July 13, 2016; Teachers
Dina Rowe
Teresa Sanchez
Brittany Welch

Supplemental Summer School-K-6-McGuffey Elementary-(Fund-001) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 6, 2016 through July 1, 2016; Effective June 15, 2016
Dorothy Moore

Supplemental Summer School-K-6 Harding Elementary-(Fund-001) -$22.35 per hours for YEA Members; $15.50 for Non YEA Members; not to exceed 25 hours per week; June 6, 2016 through July 1, 2016; Effective June 15, 2016
Carmelann Maszczak

Summer School Camp Invention Instructor-McGuffey Elementary (Fund-Camp Invention) –$500-$525; not to exceed 25 hours per week; June 20, 2016 through July 1, 2016;
Rachel Carter
Heather Shields

Scholarship Grant for Psychologist Intern –(Fund-001) (Grant amount to reimburse general fund) – $21,900.00 (Grant Amount) – Effective August 5, 2016
Ashleigh Santillo-Young

Item 4: I wish to recommend to the Board the following APPOINTMENTS for the 2016-2017 School Year:

Fall Sports Supplemental Contracts (Fund 001) – Percentages are based upon teacher’s base salary per YEA agreement:

East High School
Gary Benjamin Asst. Football Coach $4,043.63 (12.5%)
Daniyel Turner Asst. Football Coach $4,043.63 (12.5%)

Chaney Middle School 7th & 8th
Suzanne Harding Volleyball Coach $1,940.94 (6%)

Item 5: I wish to recommend to the Board the following CERTIFICATED RESIGNATION:

Teachers
Benjamin Dooley Personal Reasons Effective 6/1/2016
Douglas Eisenbraun Personal Reasons Effective 6/6/2016
Emily Rydzinski Personal Reasons Effective 6/1/2016
Teresa Sanchez Personal Reasons Effective 6/30/2016
Superintendent's Personnel Recommendations  June 14, 2016

Kate Sanna  Personal Reasons  Effective 6/1/2016
Zita Smith  Personal Reasons  Effective 6/1/2016
Hannah Wine  Personal Reasons  Effective 6/1/2016

Administrators
Kate Good  Personal Reasons  Effective 6/6/2016
Holly Welch  Personal Reasons  Effective 6/5/2016

Coaches
Lori Bullen  Personal  Asst. Volleyball Coach
Robin McVay  Personal  Asst. Volleyball Coach

Item 6: I wish to recommend to the Board the following CLASSIFIED APPOINTMENTS for the 2015-16 School Year:

Substitute Custodial Helper:  (Fund 001) - To be used on an as needed basis, not to exceed 25 hours per week, effective 6/20/16 to be paid $ 8.10 per hour.
Larry Williams

Item 7: I wish to recommend to the Board the following CLASSIFIED APPOINTMENTS for the Summer School 2016:

Summer School Board Helpers (Maintenance) – Fund 001- to be used on an “as needed” basis at an hourly rate of $8.80; 8 hours per day, 5 days a week; Effective 6/20/2016:
Christopher Womack

Educational Assistant/Success by 6 Kindergarten at McGuffey Summer School- Fund 001- Effective June 07, 2016-July 01, 2016 at a rate of $9.15 per hour; Monday-Friday; not to exceed 25 hours per week:
Alexis Bogan

Secretary at Chaney Campus Summer School – Fund 001- Effective June 06, 2016-July 01, 2016 at a rate of $11.07 per hour; Monday-Friday; not to exceed 25 hours per week:
Armetta Shell

Summer School Educational Assistant Interpreter for Harding-Fund 001-Effective June 06, 2016-July 01, 2016; Monday-Friday; not to exceed 25 hours per week:
Lois Swartz
Summer School Board Helpers (Maintenance) – Fund 001- to be used on an “as needed” basis at an hourly rate of $8.80; 8 hours per day, 5 days a week; Effective 6/20/2016:

Melvin Gregory (Pending pre-employment qualifications)
Jabbar Price (Pending pre-employment qualifications)
Maalik Smith (Pending pre-employment qualifications)
Christopher Womack

For the Record: Correction on Spelling of Names for Suzanne Harding and Jerron Jenkins for Non-Renewal of Employment of Non-Certificated Staff

For the Record: Summer Helper; Takia Shorter’s effective date will be 6-21-2016 through 8-21-2016

For the Record: Loyra Hultquist’s (Bilingual Attendance Intervention Specialist) start date will be August 22, 2016

For the Record: Due to low enrollment for Taft Summer School 2016 the following employees will not work at Taft Summer School:

Armetta Shell (Secretary)
Linda Thompson (Nurse)
Cleone Donald (Educational Assistant/Success by 6)
Sharon Singletary (Educational Assistant/Success by 6)

Item 8: I wish to recommend to the Board the following CLASSIFIED RETIREMENTS for the 2015-16 School Year:

Head Custodian
Richard Pavelko Retirement Effective Date: July 1, 2016

Item 9: I wish to recommend to the Board the following CLASSIFIED RESIGNATIONS/TERMINATIONS for the 2015-16 School Year:

Resignation
Educational Assistant/Success by 6 Kindergarten at McGuffey Summer School/2016
 Kimberley Jackson

Termination
Eslyn Woodberry Educational Assistant Effective 5/25/2016
SUPERINTENDENT’S RECOMMENDATIONS

POLICY RECOMMENDATIONS

June 14, 2016
THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President
Michael Murphy, Vice-President
Jacqueline Adair
Dario Hunter
Corrine Sanderson
Ronald Shadd
Jerome Williams

Stephen Stohla, Interim Superintendent
Dr. Milton A. Walters, Asst. Superintendent
Sherry Tyson, Treasurer
Harry Evans, Business Manager

SUPERINTENDENT’S POLICY RECOMMENDATIONS
TO THE BOARD OF EDUCATION
June 14, 2016

Second Reading

Item 1: I wish to recommend to the Board of Education to approve the following revised policy:

- Policy 2111 – Parent and Family Involvement (Revised)
- Policy 4162 – Drug and Alcohol Testing of CDL License Holders (Revised)
- Policy 5112 – Entrance Requirements (Revised)
- Policy 6116 – Time and Effort Reporting (New)
- Policy 8500 – Food Service (Revised)
PARENT AND FAMILY INVOLVEMENT

The Board of Education recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

In accordance with statute and the State Board of Education Parent and Family Involvement Policy, use of the term “families” is used in order to include children’s primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. Relationships with Families

1. cultivating school environments that are welcoming, supportive, and student-centered; 4

2. providing professional development for school staff that helps build partnerships between families and schools; 2, 3, 4

3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; 2, 3

4. providing coordination, technical support and other support to assist schools in planning and implementing family involvement activities. 3

B. Effective Communication

1. providing information to families to support the proper health (mental and physical), safety, and well-being of their children;

2. providing information to families about school policies, procedures, programs, and activities; 2, 3, 4
3. promoting regular and open communication between school personnel and students' family members; 1, 4

4. communicating with families in a format and language that is understandable, to the extent practicable; 2, 3

5. providing information and involving families in monitoring student progress; 3

6. providing families with timely and meaningful information regarding Ohio's academic standards, State and local assessments, and pertinent legal provisions; 2, 3, 4

7. preparing families to be involved in meaningful discussions and meetings with school staff. 2, 3, 4

C. Volunteer Opportunities

1. providing volunteer opportunities for families to support their children's school activities; 1, 3

2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. 3, 4

D. Learning at Home

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school; 1, 2, 3, 4

2. working with families to establish learning goals and help their children accomplish these goals; 1

3. helping families to provide a school and home environment that encourages learning and extends learning at home. 1, 2, 4

E. Involving Families in Decision Making and Advocacy

1. involving families as partners in the process of school review and continuous improvement planning; 3, 4
2. involving families in the development of its District-wide parent involvement policy and plan, and distributing the policy and plan to families. 2, 3, 4

F. Collaborating with the Community

1. building constructive partnerships and connecting families with community-based programs and other community resources; 2, 3, 4

2. coordinating and integrating family involvement programs and activities with District initiatives and community-based program that encourage and support families’ participation in their children’s education, growth, and development. 2, 3, 4

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student’s academic achievement, the District’s continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan’s effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

1Indicates R.C. 3312.472 State Requirements
2Indicates IDEA 2004 Section 650 & 644 Parent Involvement Requirements
3Indicates Title I Section 1118 Parent Involvement Requirements
4Indicates State Board Parent and Family Involvement Policy Recommendations

R.C. 3313.472

Adopted: 8/24/04
Revised: 5/12/09
Revised: 2/09/10
Revised: 6/25/13
Readopted:
DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with Board-owned and/or operated ("Board-owned") vehicles must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply.

A. The term illegal drug means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

B. The term controlled substance includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.

C. The term controlled substance abuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

D. The term safety-sensitive functions includes all tasks associated with the operation and maintenance of Board-owned vehicles.

E. The term CDL license holder means all regular and substitute bus drivers, other staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.
Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then the test will be considered positive and the employee shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program.

Any staff member who refuses to submit to a test shall be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle).

Staff member(s) who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with his/her alcohol and/or drug use regardless of whether the employee has disclosed that s/he has an alcohol or drug addiction.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

A. reports for duty or performs work while having an alcohol concentration of 0.04 or greater

B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug

C. refuses to submit to drug and/or alcohol testing

D. alters or attempts to alter or unduly influence alcohol and/or drug testing results

E. fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)
Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each CDL license holder about:

A. the dangers of illegal drug use and controlled substance and alcohol abuse;

B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 - Unrequested Leaves of Absence, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;

C. the topics identified in AG 4162A

D. the sanctions that may be imposed for violations of Policy 4122.01.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at his/her overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a Federally certified laboratory if so requested by a staff member. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis – the employee, the employer, and the substance abuse professional – and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).
The alcohol and drug testing program shall be under the direction of the Superintendent or designee.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

A. testing of all first and second test urine samples

B. clear and consistent communication with the District’s Medical Review Officer (MRO)

C. methodology and procedures for conducting random tests for controlled substances and alcohol

D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalizer tests, the District’s MRO, and the drug collection site(s) in accordance with the requirements of the law.

Educational materials explaining the requirements of the Federal regulations and of the Board’s policies and procedures to meet the Federal regulations shall be provided to all staff members, including the following:

A. the name of the person designated by the Board to answer questions about the materials

B. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations

C. information concerning what conduct is prohibited

D. the circumstances under which employees are subject to testing

E. the procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee
F. the requirement that staff members must submit to testing as required by the regulations

G. an explanation of what constitutes a refusal to be tested and the attendant consequences

H. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment

I. the consequences for a test indicating an alcohol concentration greater than 0.04, and

J. information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management)

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. Each staff member must sign a statement certifying receipt of these materials. Each employee (and labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

49 C.F.R. 382.101 et seq.

Adopted: 8/24/04

Revised:
ENTRANCE REQUIREMENTS

The Board of Education establishes the following entrance age requirements for students, which are consistent with statute and sound educational practice, and directs that all eligible students be treated in an equitable manner.

Preschool

A child is eligible for entrance into preschool if s/he attains the age of three (3) in the year in which s/he applies for entrance and has not yet attained the age at which s/he will be admitted to kindergarten.

Kindergarten

A child is eligible for entrance into kindergarten if s/he attains the age of five (5) on or before September 30th of the year in which s/he applies for entrance. The Board may admit a younger child to kindergarten if the child satisfies the Board's early entrance criteria. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

The Board will admit to kindergarten any child who has not attained the entrance age requirement of this District, but who was properly enrolled in a public or chartered nonpublic school kindergarten before transferring to the District.

First Grade

A child is eligible for entrance into first grade if s/he attains the age of six (6) on or before September 30th of the year in which s/he applies for entrance and has completed the kindergarten program of this District or an equivalent program elsewhere and has been recommended by the teacher for advancement to the first grade. The Board may admit to first grade a younger child who has successfully completed kindergarten if the child satisfies the Board's early entrance criteria.

Required Documents

The Superintendent shall require that each child who registers for entrance to school provide:

A. his/her birth certificate or similar documentation authorized by law as proof of age and birthdate;

B. a certified copy of any custody order or decree together with any modification in such an order or decree.
If such documents are not provided, the child may be admitted under the Superintendent's guidelines. Appropriate law enforcement authorities shall be notified in the event that required documents are not provided in accordance with the provisions of R.C. 3313.672. However, a child who is placed in a foster home or residential facility (i.e., a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four (24) hour child care, county children's home, or district children's home) will not be denied admission solely because the child does not present a birth certificate, comparable certification, or other comparable document upon registration. Such protected child will be admitted under temporary enrollment for a period of up to ninety (90) days to present the required documentation. The protected child and/or the child's parent, guardian or custodian will be so informed at the time of the child's initial admission.

Each child entering the District's kindergarten or first grade program for the first time must be properly screened for any medical or health problems as well as those related to hearing, vision, speech and communications. The cost for such screening shall be paid by the District. Any parent may provide the District with a written statement indicating that s/he does not wish to have his/her child screened.

Early Entrance Criteria

The District provides early admission to kindergarten and first grade for qualified students. Copies of the referral forms for evaluation for early entrance to kindergarten or first grade will be available in each school building. Any student residing in the District may be referred by an educator employed by the District, a preschool educator who knows the child, the child's parent or guardian, or a pediatrician or psychologist who knows the child. The referral shall be made to the principal of the school for evaluation for possible early admission.

Before a student is evaluated for early entrance, the principal (or his/her designee) of the school to which the child may be admitted shall obtain written permission from the child's parent/guardian.

Evaluations related to referrals submitted to the school principal between August 15th and April 15th, will ordinarily be completed and a written report issued within forty-five (45) calendar days of submission of the referral to the school principal. Evaluations related to referrals submitted to the school principal between April 16th and August 14th will ordinarily be completed and a written report issued within forty-five (45) days of the start of the school year.
Children referred for early entrance will be evaluated in a prompt manner. The principal of the school to which the child may be admitted shall convene an acceleration evaluation committee to determine whether early entrance is appropriate for that child. The acceleration evaluation committee shall include the following:

A. a parent/legal guardian or a representative designated by the parent/guardian

B. a gifted education coordinator or gifted education specialist, or, if neither is available, a school psychologist or a guidance counselor with expertise in the appropriate use of academic acceleration.

C. the principal or assistant principal of the school to which the child may be admitted

D. a teacher at the grade level to which the student may be admitted

The acceleration evaluation committee shall be responsible for conducting a fair and thorough evaluation of the student. The acceleration evaluation committee will also consider the student's own thoughts on possible accelerated placement in its deliberations.

Children considered for early entrance shall be evaluated using an acceleration assessment process approved by the Ohio Department of Education.

The parent/guardian will be provided with a written summary of the outcome of the evaluation process. This notification shall include instructions for appealing the outcome of the evaluation process.

Appeals must be made in writing to the Superintendent within thirty (30) calendar days of the parent/guardian receiving the results of the evaluation. The Superintendent or his/her designee shall review the appeal and notify the parent/guardian of his/her decision within thirty (30) calendar days of receiving the appeal. The Superintendent or his/her designee's decision will be final.

If a child is recommended for early entrance, the acceleration evaluation committee will develop a written acceleration plan for that child. The plan will specify:

A. placement of the child in the accelerated setting;

B. strategies to support successful early entrance; and

C. an appropriate transition period for accelerated students.
A school staff member will be assigned to oversee the implementation of the acceleration plan and to monitor the child's adjustment to the early entrance.

At any time during the transition period, a parent/guardian of the child may request in writing that the child be withdrawn from the accelerated placement. In such cases, the principal shall remove the child without repercussions.

Also, at any time during the transition period, a parent/guardian may request in writing an alternative accelerated placement. In such cases, the principal shall direct the acceleration evaluation committee to consider other placement options and to issue a decision within thirty 30 calendar days of receiving the request. If the student will be placed in a different setting from that initially recommended, the acceleration plan shall be revised accordingly, and a new transition period shall be specified.

At the end of the transition period, the accelerated placement shall become permanent. The child's records shall be modified accordingly, and the acceleration plan shall become part of the student's permanent record to facilitate continuous progress through the curriculum.

R.C. 3313.64, 3313.641, 3313.672, 3313.673, 3321.01 et seq., 3321.05, 3323.01
R.C. 3324.10

Adopted: 8/24/04
Revised: 10/28/08
Revised: 12/27/12
Revised:
TIME AND EFFORT REPORTING

As a recipient of Federal funds, the District shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 C.F.R. 200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

A. is reasonable for the services rendered, conforms to the District’s established written policy, and is consistently applied to both Federal and non-Federal activities; and

B. follows an appointment made in accordance with the District’s written policies and meets the requirements of Federal statute, where applicable.

Time and Effort Reports

The reports:

A. are supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;

B. are incorporated into the official records of the District;
C. reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;

D. encompass both Federally assisted and other activities compensated by the District on an integrated basis;

E. comply with the District's established accounting policies and practices;

F. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The District will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. The Payroll Office is responsible for the distribution, collection, and retention of all employee effort reports. Individually reported data will be made available only to authorized auditors.

Reconciliations

Budget estimates are not used as support for charges to Federal awards. However, the District may use budget estimates for interim accounting purposes. The system used by the District to establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by the District and entered into the District's records in a timely manner.
The District's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

Applicable Laws, Regulations, and Guidance:
2 C.F.R. 200.430, 200.431

Adopted:
FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students. The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA’s school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, “Protected Classes”) in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

A. consider the nutritional value of each food or beverage;

B. consult with a dietitian licensed under Revised Code Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association; and

C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and

D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.
No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and others authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 CFR Part 15b. To qualify for such substitutions the medical certification must identify:

A. the students disability and the major life activity affected by the disability;

B. an explanation of why the disability affects the student’s diet; and

C. the food(s) to be omitted from the student’s diet and the food or choice of foods that must be submitted (e.g., caloric modifications or use of liquid nutritive formula).

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not “disabled persons,” but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

A. the medical or dietary need that restricts the student’s diet; and

B. the food(s) to be omitted from the student’s diet and the food(s) or choice of foods that may be substituted.
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For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food-service program shall be the responsibility of the Chief of Maintenance and Business Affairs. In accordance with Federal law, the Chief of Maintenance and Business Affairs shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food-service accounts shall be made by the Chief of Food Service. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from à-la-carte foods may accrue to the food-service program. **Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such debt after they have been determined to be uncollectable are also unallowable.**

With regard to the operation of the school food service program, the Superintendent shall require:

A. the maintenance of sanitary, neat premises free from fire and health hazards;

B. the preparation of food that complies with Federal food safety regulations;

C. **the planning and execution of menus in compliance with USDA requirements;**

D. the purchase of food and supplies in accordance with law State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)

E. **complying with food holds and recalls in accordance with USDA regulations;**

F. the **administration**, accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

H. the regular maintenance and replacement of equipment.

I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share requirement must comply with the District’s time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District’s food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District’s compliance with the standards at one of its regular meetings annually.
R.C. 3313.81, 3313.811-815
A.C. 3301-91
42 U.S.C. 1758

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

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