



**Pike-Delta-York Local School District**  
**Regular Board Meeting**  
 504 Fernwood Street, Delta, Ohio 43515  
 Wednesday, February 17<sup>th</sup>, 2021

**SUPERINTENDENT’S REPORT- Continued**

**Superintendent’s Report #19-20**

**B. OTHER ITEMS FOR CONSIDERATION**

1. 2021-22 District Calendar Exhibit VIII-B  
 The Board approved the 2021-21 school district calendar.

2. End of Course State Assessments  
 The Board approved the three (3) hour delay schedule for the following days:

Day	Date
Tuesday	April 13, 2021
Thursday	April 15, 2021
Tuesday	April 20, 2021
Thursday	April 22, 2021
Tuesday	April 27, 2021
Thursday (make up day, if needed)	April 29, 2021

3. 2021 Graduate  
 The Board approved the recommendation to award Sebastian Adleman a diploma for 2021.
4. Northwest Ohio Educational Service Center Agreement Exhibit VIII-C  
 The Board agreed to enter into a contract with the Northwest Ohio Educational Service Center Governing Board (NwOESC) in compliance with Revised code 3313.845. The Board President, Superintendent, and CFO/Treasurer are authorized to enter into an agreement with the Northwest Ohio Educational Service Center to serve as the Districts ESC Affiliation, as described in the Agreement.

*Contract offers contingent upon both a clean and board acceptable BCI/FBI background check and appropriate licensure. All pay and benefits according to Board adopted policy.*

Roll Call: Dr. Mattin, yes; Mrs. Simon, yes; Mrs. Sprow, yes and Mr. Bower, yes. Motion Carried.

**BOARD BUSINESS**

Superintendent Haselman presented the Board with the following list of staffing and program reductions to be eliminated to maintain a balance budget should the passage of the May 4<sup>th</sup>, 2021 income tax levy be unsuccessful.

**Positions Eliminated Current School Year (2020-2021)**  
**Estimated Savings: \$ 329,763.86**

- One Administrative Position
  - Technology Director
- Three Teaching Positions
  - 2<sup>nd</sup> grade Position
  - Kindergarten Position
  - Middle School Special Education Position
- One and a half Aide Positions
  - Elementary Position (1.0)
  - High School Position (0.5)
- One Bus Driver Position

# Pike-Delta-York Local School District

## Regular Board Meeting

504 Fernwood Street, Delta, Ohio 43515  
Wednesday, February 17<sup>th</sup>, 2021

### BOARD BUSINESS- Continued

#### **Positions and Programs Eliminated for Next School Year (2021-2022) Should the May 2021 Levy Not Pass**

##### *Staffing Eliminations*

- One Administrative Position
- Four Elementary Teaching Positions
- Four Middle School Teaching Positions
- One High School Teaching Position
- Two Middle School/High School Teaching Positions decreased drastically (to part-time) or possibly eliminated altogether
- Three Aide Positions
- Two or three Bus Driver Positions
- One part-time secretary
- One Network Technician Position

##### *Program Eliminations*

- Extra-curricular activities (Athletics, Clubs, Marching Band, etc.)
- All athletic and non-athletic supplemental contracts eliminated
- District Gifted program
- Two-Year Kindergarten program
- High school FFA program
- Transportation (busing) eliminated to state minimum requirement
- Only transport students in grades K-8 who reside more than 2.0 miles from school (no transportation within a 2.0-mile radius of schools).
- Fewer number of routes and increased distance per route will result in substantial increase to student travel time on bus to and from school.
- No high school student transportation provided except as required by law (Four County Career Center-school-to-school only).
- Districtwide no field trips or alternative educational opportunities.

### EXECUTIVE SESSION

### Executive Session #20-21

Mrs. Simon made a motion at 7:11 p.m. to enter into executive session to discuss issues related to:

- D. Preparing for conducting or reviewing negotiations or bargaining sessions with employees.

The motion was seconded by Mrs. Sprow.

Roll Call: Mrs. Simon, yes; Mrs. Sprow, yes; Mr. Bower, yes and Dr. Mattin, yes. Motion Carried.

The Board returned to regular session at 8:13 p.m.

### ADJOURNMENT

### Adjournment

Mrs. Sprow made a motion at 8:13 p.m. to adjourn the February 17<sup>th</sup>, 2021 regular meeting of the Pike-Delta-York Board of Education. The motion was seconded by Mr. Bower.

Roll call: Mrs. Sprow, yes; Mr. Bower, yes; Dr. Mattin, yes and Mrs. Simon, yes. Motion Carried.

President Mike Mattin declared the meeting adjourned at 8:13 p.m.

# Pike-Delta-York Local School District Calendar (OPTION B) 2021-2022

August 2021						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

16 - Teacher Half Work Day  
17 - Staff Work Day  
18 - First Day of School

11.5 Staff / 10 Students

2 - DHS & DMS Spring P/T Conf. (eve)  
4 - Staff In-Service - No School  
7 - DHS & DMS Spring P/T Conf. (eve)  
17 - DES Spring P/T Conf. (eve)  
21 - Presidents' Day - No School  
22 - DES Spring P/T Conf. (eve)

20 Staff / 18 Students

February 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	☺	22	23	24	25	26
27	28					

September 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	☺	☒	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 - Labor Day - No School  
7 - Jr. Fair Day - No School

20 Staff / 20 Students

11 - End of 3rd Quarter  
14-18 - Spring Break

18 Staff / 18 Students

March 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	☒	12
13	☒	☒	☒	☒	☒	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	☒	23
24	25	26	27	28	29	30
31						

1 - Staff In-Service - No School  
6 - DHS & DMS Fall P/T Conf. (eve)  
11 - DHS & DMS Fall P/T Conf. (eve)  
22 - End of First Quarter  
28 - DES Fall P/T Conf. (eve)

22 DMS & DHS Staff / 21.5 DES Staff  
20 Students

15 - Good Friday  
17 - Easter  
18 - No School (due to eve. P/T conf.)

19 Staff / 19 Students

April 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	☺	16
☺	☒	19	20	21	22	23
24	25	26	27	28	29	30

November 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	☒	☺	☒	27
28	29	30				

2 - DES Fall P/T Conf. (eve)  
24 - No School (due to eve. P/T conf.)  
25-26 - Thanksgiving Break

19 DMS & DHS Staff / 19.5 DES Staff  
19 Students

25 - Students Last Day  
26 - Graduation  
26 - Staff Half Work Day  
30 - Memorial Day

18.5 Staff / 18 Students

May 2022						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	☒	27	28
29	☺	31				

December 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	☒	☒	☒	☺
26	☒	☒	☒	☒	☒	

22 - End of 1st Semester  
12/23 - 1/3 - Winter Break

16 Staff / 16 Students

16 Staff / 16 Students

June 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

January 2022						
S	M	T	W	Th	F	S
						☺
2	☒	4	5	6	7	8
9	10	11	12	13	14	15
16	☺	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

12/23 - 1/3 - Winter Break  
17 - MLK Day - No School

19 Staff / 19 Students

☒	= No School	Quarter 1	08/18/21 - 10/22/21 (45)
☺	= Holiday	Quarter 2	10/25/21 - 12/22/21 (40)
☒	= End of Quarter	Quarter 3	01/04/22 - 03/11/22 (46)
☒	= Graduation	Quarter 4	03/21/22 - 05/25/22 (46)

\*183 Teacher Work Days/ 177 Student Days. Number of Days Each Month Listed

**Make-Up Plans:** The Pike-Delta-York Local School District is committed to maintaining a strong education program. Beginning with the 6th day the school buildings are closed, make up time will be attained in the following order:

1. January 17, 2022 will be a make up day (if available)
2. February 21, 2022 will be a make up day (if available)
3. After February 21, 2022 an extended school day (30 minutes) will be implemented if necessary
4. If needed, days may be added to the end of the school year.

\*The calendar complies with the ORC and exceeds minimum hours requirements for Grade K-5 (910 hours) and Grades 6-12 (1001 hours). For purposes of Section 3313.48, school hours are calculated as the time Pike-Delta-York Local Schools are open for instruction with pupils in attendance, including scheduled classes, supervised activities, and approved education options but excluding lunch and breakfast periods and extracurricular activities.

**NORTHWEST OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

**PIKE-DELTA-YORK LOCAL SCHOOLS  
DISTRICT BOARD OF EDUCATION**

**R.C. 3313.845 Service Agreement**

This AGREEMENT ("Agreement") is made by the **Pike-Delta-York Local Schools Board of Education** ("Board" or "District") and the **Northwest Ohio Educational Service Center Governing Board** ("NwOESC").

WHEREAS, the NwOESC is authorized to enter into agreements to provide services to the Board pursuant to R.C. 3313.845, payment of which shall be specified in this Agreement;

WHEREAS, the Board wishes to utilize the NwOESC's services during the term of this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

**1. ENGAGEMENT AND DUTIES**

- a. During the term of this Agreement, the Board hereby engages the NwOESC to perform services required by the Board pursuant to R.C. 3313.845 and nothing in this Agreement shall be construed as an R.C. 3313.843 agreement.
- b. The NwOESC hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The NwOESC's duties shall be as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein. The NwOESC's duties set forth in Exhibit A may be modified by mutual written consent of the NwOESC's Superintendent (or the Superintendent's designee) and the District's Superintendent (or the Superintendent's designee). The NwOESC and the Board specifically authorize their Superintendent's (or designee's) to modify the NwOESC's duties set forth in Exhibit A unless the NwOESC or Board take action specifically to the contrary.

**2. TERM**

The NwoESC and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on 7/1/2021, and shall terminate on 6/30/2022.

### **3. COMPENSATION**

#### **a. Fee-for-Service Payments**

- i. The cost of all services to be provided to the Board by the NwoESC, as provided in Section 1 (c) of this Agreement, are estimated costs only. On a semiannual basis, the NwoESC will provide the Board with a statement reflecting the actual cost of the services provided to the Board by the NwoESC under this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.
- ii. Based on the estimated cost of the services provided to the Board by the NwoESC, as provided in Section 1(c) of this Agreement, the Board agrees to pay the NwoESC the amount of \$614,934.60. The Board and NwoESC agree that \$539,934.60 of this amount shall be paid pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the NwoESC by filing this Agreement with the Ohio Department of Education. The NwoESC shall invoice the Board for the balance of the total amount owed that is not being deducted from the Board's foundation payments (\$75,000.00) and the Board agrees that it shall tender the invoiced amount directly to the NwoESC by 6/30/2022 pursuant to an invoice presented by 6/10. Both the Board and the NwoESC understand and agree that these amounts are based on estimated costs only and shall be modified pursuant to Section 3(c), 3(d), and/or 3(e) of this Agreement. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the NwoESC under this section from the Board's state foundation payments and pay such amount directly to the NwoESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the NwoESC under this section directly to the NwoESC.
- iii. In January, approximately half way through the contract period, the NwoESC will provide the Board with an updated estimate for the total cost of the services provided by the NwoESC to the Board under this Agreement based on the actual costs for services already provided and updated estimated costs for services to be provided during the remainder of the fiscal year. The Board and the NwoESC shall then execute a copy of Exhibit B and file the same with the Ohio Department of Education to reflect the increased or decreased estimated total amount due to the NwoESC from the Board, if the change is deemed significant.
- iv. If, at the conclusion of the fiscal year, the actual cost of services provided to the Board by the NwoESC under this Agreement exceeds the amount already paid plus any amount to be deducted from foundation payments yet under this Agreement, the Board shall pay the

NwoESC the difference immediately upon demand. Specifically, the NwoESC shall invoice the Board for the excess cost by 6/10 and the Board shall tender the invoiced amount directly to the NwoESC by 6/30/2022.

- v. If, at the conclusion of the fiscal year, the actual cost of services provided to the Board by the NwoESC under this Agreement is less than the amount already paid plus any amount to be deducted from foundation payments yet under this Agreement, the NwoESC shall reimburse to the Board the difference between the actual cost and the amount already paid plus any amount to be deducted and paid by the Board to the NwoESC by 6/30/2022.

**b. Operating Balance Adjustments**

The NwoESC will make a good-faith effort, during the course of each fiscal year, to maintain a cash operating balance which is consistent with sound fiscal management but not greater than that reasonably required to guard against unanticipated financial reversals arising from legislative action, litigation, or other cause. At the conclusion of each fiscal year (June 30), the NwoESC Governing Board will make a determination, based upon a policy and/or guidelines which it has adopted, as to whether the average cash balance maintained during the preceding fiscal year was greater than that reasonably necessary for purposes of sound fiscal management. If such a determination is made, the Governing Board will make an appropriate reduction to its operating balance by making a pro-rata disbursement to each client school district, based on a five-year average of the total fees charged, to be paid by check to the client school district. As an alternative, operating balance reductions may also be achieved through area-wide services/projects/initiatives as determined jointly by client school districts.

Procedures for the regulation of operating balances shall be governed by an internal policy of the NwoESC and shall not create a contractual guarantee of adjustments in any given fiscal year. The NwoESC further reserves the right to modify its policy relating to the regulation of operating balances at any time during the term of this Agreement. A copy of the NwoESC's current policy pertaining to operating balance regulation is attached hereto (Policy 6220.01).

**4. LICENSURE/CERTIFICATION**

The NwoESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the NwoESC for inspection, upon request, by the Board

**5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

The NwoESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are



adhered to and satisfied.

## **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Board and NwOESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Board and NwOESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

## **7. MEDICAID SCHOOL PROGRAM**

All approved related services contracted through the ESC will participate in Ohio's Medicaid School Program whenever possible. With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U. S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

## **8. NOTICES**

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via email, or regular or certified U.S. mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:



If to the NwOESC:  
Northwest Ohio Educational Service Center  
c/o Kerri Gearhart, Superintendent, or  
Homer B. Hendricks, Treasurer/CFO  
205 Nolan Parkway  
Archbold, OH 43502-8404

If to the Board:  
Pike-Delta-York Local Schools District  
District Superintendent, or  
District Treasurer/CFO  
504 Fernwood Street  
Delta, OH 43515-1204

## **9. GOVERNING LAW**

The laws of the State of Ohio shall govern this Agreement with venue in Fulton County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

## **10. FORCE MAJEURE**

Neither the Board nor NwOESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

## **12. AMENDMENT**

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or NwOESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and NwOESC.

## **13. WAIVER OF BREACH**

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

## **14. INSURANCE/RESPONSIBILITY**

- a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Board and/or NwOESC as a result of the NwOESC's provision of services under this Agreement, the Board and NwOESC shall each be responsible for its own attorney fees and costs associated with such litigation.
- b. Any and all persons employed to perform work by NwOESC, including but not limited to the supervisors, program staff, and/or other staff hired by NwOESC and assigned work in the District are employed solely by and are the employees of NwOESC only and, when working in this capacity, are not employed by or employees of the District. Moreover, work performed by any employee of NwOESC is not considered to be performed on behalf of the District for the purpose of determining eligibility for coverage under the District's group health plan. As the employer, NwOESC is responsible for offering NwOESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

#### **15. COUNTERPARTS**

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

#### **16. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Board and NwOESC in public session and executed by the parties.

**[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS THEREOF, the parties hereto have set their hands.

**PIKE-DELTA-YORK LOCAL SCHOOLS DISTRICT BOARD OF EDUCATION**

By \_\_\_\_\_  
President (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Superintendent (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Treasurer/CFO (In his/her official capacity only) Date \_\_\_\_\_

\* This Agreement has no legal effect absent Board action  
Attachment: Board Resolution No. \_\_\_\_\_ (District)

**NORTHWEST OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

By \_\_\_\_\_  
President (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Superintendent (In his/her official capacity only) Date \_\_\_\_\_

And by \_\_\_\_\_  
Treasurer/CFO (In his/her official capacity only) Date \_\_\_\_\_

\* This Agreement has no legal effect absent Governing Board action  
Attachment: Board Resolution No. \_\_\_\_\_ (NwOESC)

NwOESC IRN: 124297  
District IRN: 047084  
District County: Fulton  
District: Pike-Delta-York Local Schools District  
Foundation Deduction Amount Pursuant to Section 3b of Agreement: \$539,934.60

**R.C. 5705.41 and R.C. 5705.412 Certificate**

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Treasurer/CFO  
(In his/her official capacity only)

\_\_\_\_\_  
Superintendent  
(In his/her official capacity only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President  
(In his/her official capacity only)

\_\_\_\_\_  
Date

**R.C. 3313.845 VERIFICATION**

I hereby certify that a copy of this Agreement was filed electronically the Ohio Department of Education as required on \_\_\_\_\_.

\_\_\_\_\_  
Treasurer/CFO, Northwest Ohio ESC

