

February 5, 2014

The Board of Education met in regular session on February 5, 2014 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:30 p.m.. President Chris Williams called the meeting to order.

On roll call, the following members were present: Amy DeLong, Tony Reeser, Patty Rothe, Todd Stevens and Chris Williams.

There was no public participation.

Legislative Liaison Tony Reeser gave his monthly report.

Superintendent Kirk McMahon gave his report to the board.

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following fiscal items:

- a. Donations:
From Walters Family to Wild Sites in the amount of \$1,000.00 for plantings along Tiger Drive;
- b. Requisitions over \$5,000:
Custom Maintenance Service - \$15,000.00
WS Electronics - \$1,925.00
Woodworker's Supply, Inc. - \$8,574.42
- c. Purchase Orders After the Fact:
Pearson Centered Services, Inc. - \$151.31
Zanzi's - \$198.00
Circleville Sign and Graphics - \$400.00
Battelle for Kids - \$5,784.30
ACT, Incorporated - \$1,916.60
Rhoads Farm Market - \$4,499.00
Dave Pritchard Auctioneering - \$2,810.25
- d. Requisitions over \$5,000 and Purchase Orders After the Fact:
KMC Paving, Inc. - \$15,000.00 (construction)
- e. Financial Reports – January, 2014
- f. Warrants – January, 2014
- g. Revise section 5 of the resolution for the sale of property (Atwater Elementary) approved at the December 20, 2013 special board meeting to read as follows:

Section 5. The proceeds of the sale of the property shall be paid into the **003-9002** fund, in accordance with R.C. 5705.10.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the minutes from the January 15, 2014 organizational meeting and the January 15, 2014 regular board meeting.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mr. Reeser, the board approved the following personnel items:

a. Employment for the 2013-14 school year:

1. Certified:

Melissa Matz	Home Instruction Tutor Rate: \$28.00 Retroactive: 12/13/13
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2. Extracurricular:

Baseball:

Bobby Lombardo	Head Coach Step: 4
Brian Bigam	Varsity Assistant Coach Step: 6
Matthew Fosnaugh	Junior Varsity Coach Step: 7
Luke McConnell	CHS Volunteer Assistant Coach
Todd Rhymer	EMS 8 th grade Head Coach Step: 8
Andy Schmitz	EMS 7 th Grade Head Coach Step: 0
Nate Funk	EMS Volunteer Assistant Coach

Track and Field:

Paul Brisker	CHS Girls Head Coach Step: 15+
Jason Wells	CHS Boys Head Coach Step: 8
Chad Spradlin	CHS Assistant Coach Step: 5
Brian Lennex	CHS Assistant Coach Step: 4
Dick Walters	CHS Volunteer Assistant Coach
Dick Liston	CHS Volunteer Assistant Coach
Nathan Cotton	CHS Volunteer Assistant Coach
Nic Hamman	EMS Boys Head Coach Step: 2
Brittney Green	EMS Girls Head Coach Step: 0
Ben Brisker	EMS Assistant Coach Step: 3
Samantha Corbett	EMS Volunteer Assistant Coach

Softball:

Dave Truex	CHS Head Coach Step: 15+
Danielle Mogan	CHS Junior Varsity Head Coach Step: 3
Steve Williams	CHS Volunteer Assistant Coach
Jada Truex	CHS Volunteer Assistant Coach
Bubba Good	EMS 8 th Grade Head Coach Step: 15
Cindy Moats	EMS 7 th Grade Head Coach

Boys Tennis:	Step: 0
Dan Campbell	CHS Head Coach Step: 15+
Ann Curtis	After School Program Volunteer

b. Approve request from Kimberly Ritter for up to 15 days from the sick leave bank.

Mrs. Williams – abstain; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the unpaid leave requests:

Karen Borland – February 7, February 14, March 7, March 14, March 21 and April 4, 2014;

Megan Filipic Lennox – February 17, 2014 (if necessary)

Barbara Tootle – ½ day March 26, March 27 and March 28, 2014

Beth Adkins – January 30, 2014 (correction to request on January agenda)

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the following corrected resolution and order of suspension:

**CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF
EDUCATION RESOLUTION AND ORDER OF
SUSPENSION OF MILTON “BO” CRABTREE**

WHEREAS, the Superintendent scheduled a meeting with Mr. Milton “Bo” Crabtree on December 19, 2013 where he should challenge the possible suspension without pay or to otherwise explain his behavior;

WHEREAS, the Superintendent having met with Mr. Crabtree to give him an opportunity to challenge the reasons for his suspension without pay or to otherwise explain his behavior, the Superintendent has recommended that Mr. Crabtree be suspended without pay from employment for insubordination, on the basis of the charges set forth in the Superintendent’s letter dated December 19, 2013;

THEREFORE, BE IT RESOLVED by the Circleville City School District Board of Education:

Mr. Milton “Bo” Crabtree is suspended three days without pay, on January 8, 2014 through January 10, 2014 for insubordination, on the basis of the charges set forth in Superintendent Kirk McMahan’s letter to him dated December 19, 2013 which is attached hereto and is incorporated herein as though rewritten, specifically, for being late from work without notice or permission on December 17, 2013.

BE IT FURTHER RESOLVED that the Treasurer, on behalf of the Board of Education, shall file a copy of this Resolution and Order of Suspension, with letter attachment, with the Circleville Civil Service Commission and serve a

copy by certified mail, return receipt requested, on Milton "Bo" Crabtree, as soon as possible.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board approved the contract with AEP pending legal counsel approval.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mr. Reeser, seconded by Mrs. Williams, the board approved the following Memorandum of Understanding for the provision of mental health services:

This Memorandum of Understanding (the "Agreement") is made and entered into this 5th day of February, 2014, by and between Circleville City School District Board of Education, ("District"), and The Counseling Source Inc., an Ohio corporation, ("The Counseling Source"). The parties may be referred to herein collectively as "the parties".

WHEREAS, The Counseling Source provides qualified mental health professionals for the provision of mental health services; and

WHEREAS, District wishes to engage The Counseling Source as an independent contractor for the purpose of providing mental health services to of the District;

NOW, THEREFORE, the parties hereby agree as follows:

I. Duties and Obligations of The Counseling Source

A. Services. The Counseling Source shall provide direct clinical service to the District and its students, which may include mental health evaluation, counseling / treatment and consultation with staff and family.

B. Statement of Qualifications. If requested by the District The Counseling Source will provide the District evidence of each clinician's qualifications and experience including if applicable, licensure, certifications and registrations. The Counseling Source shall immediately notify District of any changes, revocations, suspensions, limitations or proceedings affecting The Counseling Source or the licenses and certifications of its employees, agents or independent contractors. The Counseling Source shall also provide proof to the District if requested that all clinicians rendering services pursuant to this Agreement have malpractice insurance.

C. Documentation. The Counseling Source Inc. shall provide and maintain written documentation for whom services have been delivered in accordance with the requirements of the District, governmental agencies or other third party reimbursement sources.

D. Education and Training. The Counseling Source shall, upon request, provide semi-annual in-services for the District's staff, at no additional cost, in the interest of enhancing the effectiveness of the approaches the District staff takes in addressing its students.

E. Student Records. The District will not share confidential education records or personally identifiable information from those records with The Counseling Source without first obtaining written consent from the student's parent/guardian or the student if over 18. The Counseling Source agrees to maintain the confidentiality of such student records in accordance with applicable federal and state law. This includes, but is not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232(g)) and the regulations thereunder (34 CFR Part 99)(collectively, "FERPA"), Ohio Revised Code Section 3319.321 and the Health Insurance Portability and Accountability Act ("HIPAA").

F. School Safety. The Counseling Source agrees that should its employees, or any sub-contractor, become aware of any threat to school safety during the performance of any duties under this Agreement, that it shall immediately contact law enforcement and notify the Superintendent.

G. Insurance. The Counseling Source agrees that it shall maintain a policy of insurance, including professional liability insurance, covering each employee or sub-contractor at all times while performing work under this Agreement at a coverage amount acceptable to the Circleville City School District Board of Education and shall name the Circleville City School District Board of Education as an additional insured.

II. Duties and Obligations of the District

A. Student Records. The District shall maintain individual student records in accordance with state and federal law. The District shall make available to The Counseling Source for review and inspection, upon reasonable request, individual student records necessary for the proper evaluation and treatment of the student.

B. Space and Support. The District will provide adequate space and support for the provision of clinical services by The Counseling Source under this Agreement. Any professional instruments, books, office equipment or other property furnished by The Counseling Source shall remain the property of The Counseling Source, and any other property or equipment furnished by the District shall remain the property of the District.

III. Term of Agreement. The Counseling Source agrees to render said services to students of the District commencing on the above date. Termination of this Agreement shall not affect the rights and obligations of the parties arising from services rendered prior to termination. Notwithstanding the foregoing, either party may also terminate this Agreement upon thirty (30) days prior written notice whereupon this Agreement shall terminate in accordance with the terms of such notice.

IV. Payment for Services

A. Billing. The Counseling Source will bill the responsible government agencies (Medicare or Medicaid), primary and

secondary private insurance, the individual and/or the responsible party as applicable for all services provided.

1) Fees for Mental Health Services. Private payment rates are \$155.00 for diagnostic assessment, \$150 an hour for mental health assessment and \$105.00 per hour for individual treatment. The Counseling Source does offer an alternative fee structure to private parties which may be significantly lower than the above fees based on their household income, family size and other relevant factors. The fees ultimately billed to Private Insurance, Medicare and or Medicaid eligible clients will vary by virtue of our provider agreements with these payers.

C. Invoices. As noted above, The Counseling Source will be responsible for all billing for students for direct clinical service. Should the district engage The Counseling Source, by separate written agreement in providing any services for which the District is financially responsible, The Counseling Source shall submit an open invoice to the District on a monthly basis. The invoice detail shall state, among other things, the type of service, name(s) of the student(s) for whom services were provided (if applicable), and the charges applicable to each service and/or each student. The District shall remit payment in full within thirty (30) days of the invoice date.

V. Equal Opportunity. This Agreement shall be carried out in a non-discriminatory manner without regard to race, creed, color, ancestry, national origin, religion, sex, age or disability. Further the District and The Counseling Source agree: I) to fully comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements of the U.S. Department of Health and Human Services issued pursuant to that Title; and that ii) no person shall, on the grounds of race, color, handicap or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under, any program or service provided by the District or The Counseling Source.

The parties further agree that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code,

national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Moreover, no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

VI. Indemnification.

The Counseling Source shall defend and hold the District harmless from and against any and all claims, demands, costs, expenses and losses, without limitations, which may result from the performance of any Services pursuant to this Agreement.

It is the parties' understanding that the provisions regarding "business associates" set forth in 45 C.F.R. 164.504 are inapplicable to this Agreement. Regardless of the parties' understanding, The Counseling Source agrees to defend and hold harmless the District and its agents, employees, insurers and assigns against any claims, penalties, fines, or other monetary cost resulting from the failure of either party, or its agents, employees or assigns to comply with the provisions of 45 C.F.R. 164.504.

VII. Compliance with Student Protection and Other Laws. The Counseling Source shall comply with all applicable federal, state, and local laws with respect to the rendering of services in Districts and the protection of the rights of students, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

VIII. Binding Effect. This Agreement shall be binding upon each of the parties hereto, and upon their respective successors, and assigns.

IX. Assignments. This Agreement establishes an independent contract relationship between the District and The Counseling Source. Neither party shall be construed to be an employee or agent of the other and neither party may assign or delegate any of its rights or obligations here under without first obtaining the written consent of the other party. As an independent contractor, The Counseling Source realizes and acknowledges its legal obligation to pay and account for all necessary employer tax contributions, including but not limited to federal and/ or state income tax withholding, federal and/or state unemployment taxes, as well as FICA and worker's compensation contributions. The Counseling Source further acknowledges and agrees that the District shall have no responsibility for any other liability or responsibility of an employer with respect to any employee of The Counseling Source.

X. Record Retention Pursuant to the provision of Section 1861 (v) (1) (i) of the Social Security Act, as amended, The Counseling Source shall, upon request, make available to the Secretary of Health and Human Services or any of its duly authorized representatives, for a period of four (4) years after the furnishing of services, this Agreement, as well as all books, documents, and other records that are necessary to verify the nature and extent of the cost of the services rendered under this Agreement. The Counseling Source acknowledges and agrees that the District will only maintain education records, and any other record it is required to maintain as set forth in the District's records retention schedule. The Counseling Source further acknowledges and agrees that the District shall not maintain any billing records.

XI. Background Checks. The Counseling Source will comply with all applicable federal, state and local laws concerning its employees and any sub-contractors it engages to perform work under this Agreement. The Counseling Source shall conduct a pre-employment Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal background check of all employees and any sub-contractor performing work under this Agreement, similar to that required by Ohio Revised Code Section 3319.39. No employee of The Counseling Source who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39, or as a result of any other criminal conviction or plea, shall provide services to the District under this Agreement.

XII. Conduct of Employees and Sub-Contractors. Throughout the performance of work under this Agreement, The Counseling Source agrees that its employees and any sub-contractors shall comply with all applicable board policies and administrative guidelines.

XIII. Referral For Service. All referrals for service under this Agreement shall be from the District's guidance counselor or upon a student's request. Notwithstanding the foregoing, The Counseling Source agrees that it will not provide any services prior to receiving written consent from a child's parent/guardian. The Counseling Source agrees to enforce this provision and direct any school staff attempting to refer a student to the guidance counselor.

XV. Miscellaneous

A. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. This Agreement may be modified, altered or amended only by written agreement between the parties.

B. Controlling Law. This Agreement shall be governed in all respects by the laws of the State of Ohio. Jurisdiction regarding any dispute related to this Agreement shall be with a court of competent jurisdiction in Pickaway County, Ohio.

C. Non-solicitation. During the term of this Agreement and for a period of three (3) years after the termination of this Agreement for any reason whatsoever, the District shall not employ or contract with any person, directly or indirectly, who was employed by The Counseling Source, Inc. during the duration of this Agreement.

D. Notices. Any notices required under this Agreement shall be in writing and shall be deemed to have been given if (i) sent by certified or registered mail, return receipt requested, with adequate postage; or (ii) sent by means of an express delivery service if it obtains a receipt to confirm delivery.

If to The Counseling Source: The Counseling Source, Inc.
10921 Reed Hartman Hwy # 133

Cincinnati, Ohio 45242
ATTN: David F. Turner, Ph.D.

If to the District:

Circleville City School District
388 Clark Drive
Circleville, Ohio 43113
ATTN: Superintendent

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the following resolution:

WHEREAS, the Circleville City Schools board of education desires that students have learning opportunities even when schools are closed for any of the reasons specified in section 3317.01 of the Ohio Revised Code and in excess of the number of days authorized in section 3313.48; and

WHEREAS, section 3313.88 authorizes a board of education to file an annual plan with the Ohio Department of Education by August 1 of each year to provide online learning opportunities for students in lieu of attendance on such excess days;

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the Circleville City Schools board of education hereby approves the following plan and authorizes its filing with the Ohio Department of Education.

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

Pursuant to Ohio Revised Code section 3313.88, the board of education of Circleville City Schools hereby authorizes the following plan to allow students of the district to access and complete classroom lessons in order to complete up to three days of instruction in excess of the number of days permitted under section 3313.48 because of the closing of schools for any of the reasons specified in section 3317.01.

- 1) This plan is submitted, pursuant to approval of the board of education, prior to August 1.
- 2) This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.
- 3) Not later than November 1 of the 2013-2014 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the amount of instructional time the student would receive for three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the district's web portal or web site.

- 5) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 6) As soon as practicable after an announced school closure in excess of the number of days permitted under section 3313.48, staff members designated by the appropriate administrator shall make the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
- 7) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
- 8) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.
- 9) The board of education hereby authorizes "blizzard bags," which are paper copies of the lessons posted online. Teachers shall prepare paper copies approximating the content of the online lessons and shall update such paper copies when updating any of the online lessons. "Blizzard bags" shall be distributed to all students by not later than March 1 of the school year or such other date as may be selected by the superintendent. Students shall submit completed lessons to the teachers assigning such lessons not later than two weeks after the date of school closing in excess of the number of days permitted under section 3313.48

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the revised calendars as presented for makeup days.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Reeser, board approved the contract with NEOLA following the payment schedule as presented:

Year One: \$9,500.00 Policy Development Services

Year Two: \$1,095 Update June, 2015; \$1,095 Update December, 2015; \$4,900* Electronic Publishing Service (*Billed after Policy Drafting is complete and your district is given the URL for your policy site); (Electronic Maintenance is waived for the 1st year of being published online)

Year Three & Beyond: \$1,095 Update June 2016; \$1,095 Update December 2016; \$550* Electronic Maintenance Fee August 2016 (*This amount maybe prorated depending on the date the site goes live)

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board approved the Treasurer and the Treasurer's Office staff to attend the OASBO Annual Conference, in Columbus, Ohio on April 8-11, 2014.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the first semester bullying report as presented.

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board voted to adjourn the meeting at 9:00 p.m.

President

ATTEST

Treasurer