

BOARD OF EDUCATION MEETING – SEPTEMBER 17, 2014

The Board of Education met in regular session on September 17, 2014 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Chris Williams called the meeting to order and led the group in the Pledge of Allegiance.

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

Superintendent Kirk McMahon recognized Marcia Kenworthy for 30 years in education and gave his report to the board.

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

- a. Financial Reports –August, 2014
- b. Warrants –August, 2014
- c. Requisitions over \$5,000:
Change Order #5 (Athletics Package) previously approved at \$34,000.00 amended to \$53,117.73
Gordon Food Service \$40,000.00 – food purchases
Yankee Candle Fund-Raising - \$9,000.00 – estimated Yankee Candle fundraiser for DC trip
Prodigy Student Travel, Inc. - \$9,200.00 – estimated payment offset of 8th grade DC trip cost
- d. Purchase Orders After the Fact:
Circleville Department of Water - \$120.00 – water used to water the athletic practice facilities
Pickaway County Club - \$1,500.00 – 2014 golf fees for Circleville teams
Corvus Industries Ltd. dba BR Bleachers - \$500.00 – bleacher inspections at Everts Middle School and Circleville High School
Ed Evans, dba as Classic Graphics - \$257.50 – purchase of decals (no smoking, no gun, welcome to our school) and installation
City of Circleville Division of Police - \$2,000.00 – security at events
Pickaway Health Service – \$1,500.00 – physicals for coaching and bus staff
New Hope Christian School - \$1,585.00 – grade management system
Ohio Department of Commerce - \$53.25 – cast iron boilers
Pat Colangeli - \$134.06 – reimbursement for homecoming court and queen sashes and tiaras
Zide's Sport Shop - \$9,292.90 – football equipment
Pickaway County Educational Service Center - \$890.32 – summer speech services
- e. Donations:
From Pickaway Correction Institute to Circleville Elementary School Principals Fund in the amount of \$3,000.00 for the special needs department;
From Pickaway County Retired Teachers Association to Circleville Elementary School school supplies valued at \$300.00;

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From Amanda Hardesty to Circleville Elementary School beginning of the year third grade school supplies and backpacks for three students;

From the Frank R. Dunlap Foundation to Circleville City Schools in the amount of \$6,000.00 for sixth grade team building trip to Camp Oty O'kwa and fourth and fifth grade COSI on Wheels at Circleville Elementary School.

- f. Permanent Appropriations
- g. Budget and Purpose Statement for EMS School Store
Budget and Purpose Statement for CHS DECA
Budget for EMS Band
Budget and Philosophy for EMS 8th Grade D.C. Trip
Budget and Philosophy for EMS Student Council
Revised Budget for EMS Principals Fund
- h. Purchase Order After the Fact and over \$5,000:
Battelle for Kids - \$15,431.00 – Ohio OPI Year 4 ODE mini grant;
Ohio TIF Year 4 extended testing; BFK – award fee

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the minutes from the August 13, 2014 regular meeting.

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

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

a. Resignation:

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| Robert McFerin | Educational Aide Everts Middle School Effective: August 18, 2014 |
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b. Employment for the 2014-2015 school year:

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| Evan Whitten | Educational Aide Circleville High School Rate: \$13.49 per hour Retroactive: August 15, 2014 |
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| James Garner | Extra Mile Site Coordinator Everts Middle School Salary: \$24,956 Effective: September 2, 2014 |
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| Donna Hoffman | Substitute Aide/Administrative Assistant |
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| Patty Blankenship | Substitute Aide Retroactive: September 2, 2014 |
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| Jennifer Skinner | Substitute Cook Retroactive: August 29, 2014 |
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| Annette Hartranft | Substitute Cook Retroactive: September 8, 2014 |
| Jessica Rivera | Substitute Cook |
| Joyce Mallow | Educational Aide Circleville Elementary School Rate: \$13.49 Retroactive: August 14, 2014 |
| Angie Nungester | Educational Aide Circleville Elementary School Rate: \$13.49 (7 hours per day) Retroactive: August 14, 2014 |
| Frances Curry | Substitute Bus Driver Retroactive: August 25, 2014 |
| Dianna Wright | Cook Rate: \$12.87 per hour (4 hours per day) Effective: September 16, 2014 |
| Edward Fuller | Substitute Custodian Retroactive: September 11, 2014 |
| Katherine Smith | Substitute Aide |

After School Program Tutors:

Danielle Mogan
Jessica Liddle
Leslie LeBlanc
Randy Brown
Lori Brisker (new hire After School Program only)
Tiffany Lewis
Jason Corcoran
Jessica Fox
Julie Scherer
Donna Hirsch
Joe Stitt
Laura Justice
Renee Stephens
Elise Warner
Marilyn Clifton
Karen Valentine
Soni Grady
Mary Hampp
Ashley Corcoran

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Substitute Tutor:

Wendy Jordan

After School Program Aides:

Jen Merkle

Evan Whitten

Valerie Crist

Joyce Mallow

Sharon Dziewatkoski

Andrea Utts

Makayla Martin

Lindsey Gustine

Michelle Martin

Cheri Davis

Teacher Based Team Leaders:

Eric Evans

Aaron Lamb

Jennifer Maite

Leslie LeBlanc

Jessica Nye

Brooke Paxton

Mary Hampp

Soni Grady

Chad Spradlin

Alison Gross

Abby Strausbaugh

Jackie Congrove (50%)

Natalee Leasure (50%)

Jaime Fosnaugh (50%)

Kelley Sabine (50%)

Kurt Young

Carol Sheets (50%)

Angela Smith (50%)

Julia Rine

Courtney Cookson

Mary Ann Debo

Amy Dobbelaere

Joe Sorvillo

RaMae Gibbs

Kim Hastler

Tami Clark

Tisha McMurray

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Student Learning Objects Team:

Julia Long
Andi Hoskins
Matt Fosnaugh
Brad Reeves
Bob Wright
Cathy Kint
Lisa Powers
Joe Stitt
Vivian Monce

Grant Allocation Team:

Brian Bigam
Millard Good
Stacy Cowdery
Tom Wright
Brad Reeves
Ryan VanArsdalen

Building Technology Interaction Coaches:

Wendy Jordan
Millard Good
Nic Hamman

Special Education Lead Teachers:

Fred Styers
Lynda McLaughlin
Sarah Mastrine
Heidi Cottrill
Rachel Taylor

Mentors for Resident Educator Program:

Tami Clark (\$662.50 Year 1 mentor and \$662.50 district lead mentor)
Millard Good (\$662.50 Year 1 mentor and \$662.50 Year 2 mentor)
Chad Spradlin (\$662.50 year 2 mentor)
Trent Roberts (\$662.50 Year 3 mentor)

Home Instruction Tutors:

Melissa Matz
Christine Spring
Julie Strawser
Bob Bensonhaver

Extra-Curricular:

Lynda McLaughlin

Builders Club Advisor
Step: 0

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Band:

Dietra Azbell

Volunteer Assistant Band Director

Football:

Steve Meadows

Volunteer EMS and Elementary Coach

c. Change in Pay Scale:

Heath Hinton from MA to MA+25

d. Correction:

Timothy Hoagland

Assistant Band Director

Step: 2

Sara Foster salary change to \$32,000.00 for 2014-2015 school year as Extra Mile Site Coordinator;

Peggy Burns change from 7.25 hours per day for 7.50 hours per day for the 2014-2015 school year retroactive to August 14, 2014;

All Circleville Elementary School educational aides and administrative assistants hourly change to 8.5 hours per day (1/2 hour unpaid lunch) for the 2014-2015 school year retroactive to August 14, 2014;

e. Paid administrative leave for Eileen Sharff, CES teacher, for August 29, September 2 and September 3, 2014.

f. Approve 4% increase in Treasurer's salary for FY15

g. Approve substitute interpreter pay at \$25.00 per hour

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the unpaid leave request submitted by Andrea Hoskins for February 17 and 18, 2015.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the board approved the contract between Julian & Grube, Inc. and Circleville City Schools for audit services for fiscal periods July 1, 2013 through June 30, 2016 in the amount of \$22,000.00 per year.

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

On a motion by Mr. Stevens, seconded by Mrs. Williams, the board approved the Extra Mile Student Handbook, LEAP Handbook and ALPHA Handbook as presented.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the following service agreement between Altimate Care, LLC and Circleville City Schools for health services provided to a special needs student:

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SERVICE AGREEMENT FOR CONSUMER

This agreement is made and entered into between Altimate Care, LLC, an Ohio Limited Liability Company, with its principal offices located in Columbus, Ohio and Circleville City School District Board of Education, an Ohio political subdivision (“the District”).

RECITALS.

Altimate Care, LLC, provides certain direct health and consultation services to persons through its employees and independent contractors and desires to provide such services to the District.

AGREEMENT.

Therefore, Altimate Care, LLC shall:

- A. provide nursing services in the school environment consistent with a student’s individualized education program (“IEP”) and/or Section 504 plan.
- B. that individuals providing services to the District under this Agreement:
 - (1) Abide by all of the District’s board policies and administrative guidelines, including but not limited to, provisions regarding confidentiality.
 - (2) Perform all duties for students as outlined and required by their IEPs and/or Section 504 plans, including but not limited to, providing input and/or attending necessary meetings regarding IEPs and/or Section 504 plans.
 - (3) Display personal identification while on school property. Individuals must sign-in upon entering the building and sign-out when exiting.
 - (4) Only be responsible for those students to which they are assigned and shall not provide any services to any other students, staff or visitors.
- C. Record in the clinical record: actions, treatment rendered in frequency and amount, the student’s response and performance.
- D. Assist in developing student care and treatment plans pertinent to nursing services provided.
- E. Maintain malpractice and general liability insurance or a program of self-insurance in the amounts of \$3 million (\$3,000,000) per occurrence and \$3 million (\$3,000,000) in the aggregate to cover any personnel engaged by Altimate Care, LLC, to perform the services pursuant to the

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Agreement. Altimate Care, LLC shall name the Circleville City School District Board of Education as an additional insured on its policy of insurance. Altimate Care, LLC will furnish proof of such insurance upon request by the District.

- F. Be available to provide nursing services in the school environment as dictated by a student's individualized education program and/or Section 504 plan. Altimate Care, LLC shall assign the same individual to provide services under this Agreement for consistency purposes. However, should an individual scheduled to provide services under this Agreement be unavailable or absent, Altimate Care, LLC shall provide a substitute. Should a student receiving services under this Agreement be absent from school on a day during which services are to be provided, the District may notify Altimate Care, LLC in advance and the District shall not be charged for services.
- F. Document each visit and provide to the student's family and/or the District, as applicable, all information necessary for billings.
- G. Altimate Care, LLC, shall perform all employment and service provision duties of this agreement without regard to race, color, sex, age, religion, ancestry, national origin, disability or military status.
- H. Have satisfactory criminal background checks performed for any individual that will be providing services to students of the District under this Agreement pursuant to Ohio Revised Code Section 3319.392. Such background checks shall be conducted prior to any individual being permitted to enter the District's property to perform services under this Agreement.
- I. Comply with all HIPPA privacy and security regulations. Additionally, Altimate Care, LLC acknowledges that it may, in the course of performing its responsibilities under this Agreement, have access to or acquire information which is confidential and to which it owes a duty of confidentiality, including but not limited to, student information protected by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 and Ohio Revised Code Section 3319.321. Any and all such information obtained by Altimate Care, LLC or its employees, agents, or sub-contractors in the performance of this Agreement shall be deemed confidential information and Altimate Care, LLC shall hold such information in strict confidence and not disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to the

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District or in any manner inconsistent with 20 U.S.C. 1232g, 34 CFR Part 99 and Ohio Revised Code Section 3319.321.

Compensation and Frequency of Services.

Altimate Care employee shall do all assigned shifts at \$25 per hour for nursing services. Altimate Care, LLC shall invoice the District on a monthly basis. If the invoice is not paid in full within 20 days of the date upon which payment is due, Altimate Care will cease services the next schedule visit.

Term.

The term of this Agreement shall commence on August 18, 2014 and shall continue for a period of one (1) year from the commencement date. Either party may cancel this Agreement, with or without cause, upon providing thirty (30) days written notice to the other party.

Relationship.

Altimate Care, LLC, shall for all purposes be treated as an independent contractor of the District and not as an employee, agent or servant. Nothing in this agreement shall be construed to make Altimate Care, LLC, an employee, agent or servant of the District with respect to any federal, state or local laws. Employees engaged by Altimate Care, LLC, shall at all times act and perform as employees or independent contractors of Altimate Care, LLC. Accordingly, Altimate Care, LLC shall be responsible for and/or pay any wages, charges, fees and/or taxes including but not limited to, social security taxes, workers' compensation taxes, unemployment taxes, STRS, SERS and/or any other governmental charges or taxes required to be paid on behalf of Altimate Care, LLC's employees, subcontractors, agents or assigns performing any work under this Agreement.

Indemnification.

Altimate Care, LLC shall indemnify, defend and hold harmless, the Circleville City School District Board of Education and its members, employees, agents, insurers and assigns from any and all claims and liabilities arising out of or related to the provision of services by Altimate Care, LLC pursuant to this Agreement. Altimate Care, LLC shall further indemnify, defend and hold harmless, the Circleville City School District Board of Education and its members, employees, agents, insurers and assigns from any and all wages, charges, fees and/or taxes including but not limited to, social security taxes, workers' compensation taxes, unemployment taxes, STRS, SERS and/or any other governmental charges or taxes required to be paid on behalf of Altimate Care, LLC's employees, subcontractors, agents or assigns performing any work under this Agreement. This provision shall survive the termination of this Agreement.

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Governmental Access to Records.

Upon written request of the Secretary of Health and Human Services or of the Comptroller General, or their representatives, Altimate Care, LLC, shall make available this agreement and the books, documents and records to the extent required for reimbursement by Section 952 of the Omnibus Reconciliation Act of 1980 and the regulations promulgated there under as they may be amended from time to time, subject to applicable privileges and immunities; and this provision shall remain in effect between the parties for four (4) years after the services rendered notwithstanding any termination, rescission or cancellation of this agreement. Altimate Care, LLC, shall also include in any written or oral subcontract with a related person or organization for the performance of any services under this agreement (including but not limited to agreements between Altimate Care, LLC, and Contractor) having a value of \$10,000 or more, a provision requiring the subcontractor to comply with the obligations stated in the preceding sentence.

Additional Contracts.

It is expressly understood that Altimate Care, LLC, does have and may continue to have contracts with other facilities and patients in addition to its duties hereunder.

Altimate Care, LLC agrees that should it contract with any other individual or entity for the provision of services under this Agreement, that Altimate Care, LLC shall require such individual or entity to be bound by the terms of this Agreement.

Qualification of Employees.

It is agreed that Altimate Care, LLC, may retain Nurses, Therapists or nursing assistants as deemed appropriate in the judgment of Altimate Care, LLC, to provide treatment of Patients; provided, however, that any such person or persons shall be fully qualified and licensed to provide such services, and shall be under the direct authority and supervision of Altimate Care, LLC.

General.

- A. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party.
- B. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior understandings and agreements among the parties regarding the subject matter of this Agreement.
- C. Notices. All notices shall be in writing and shall be deemed given when delivered personally or deposited in the United States mail to the

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address for each party set forth below.

- D. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Ohio. Any action to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Pickaway County, Ohio.
- E. Mrs. Williams – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the agreement between Pickaway County Developmental Disabilities (PCDD) and Circleville City Schools for services provided students with disabilities for the 2014-2015 school year.

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

On a motion by Mr. Stevens, seconded by Mrs. Williams, the board approved the amended service contract between Pickaway County Community Action Org., Inc. Head Start Program and Circleville City Schools in the amount of \$-0-, effective September 1, 2014 through May 31, 2015.

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the quote from Wolfe Construction Company for snow removal for the 2014-2015 school year.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the eighth grade student trip to Washington DC on May 13-15, 2015. Chaperones will be Kevin Fox, Trace Hacquard, Andy Schmitz, J.J. Simmons, Samantha Corbett, Mindy Fox, Mary Hampp and Cindy Moats.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the retirement request from Brian Neff effective May 31, 2015.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the request from Rhonda Miner for 16.5 days from the sick leave bank.

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

On a motion by Mrs. Rothe, seconded by Mrs. Williams, the board approved Jonathan Davis, Kate Mogan and Lisa Heins to attend the ASCD conference in Orlando, Florida October 31 through November 2, 2014.

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the job description for substitute interpreter as presented.

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

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On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved to adjourn the meeting.

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

President

ATTEST

Treasurer