

BOARD OF EDUCATION REGULAR MEETING

January 9, 2017

The Board of Education met in regular session on January 9, 2017 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 6:00 p.m. President Pro-Tem Tony Reeser called the meeting to order and led the Pledge of Allegiance.

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

Mr. Reeser gave his legislative report.

Student Representative, Emily Dengler, presented the student activities report.

Superintendent, Jonathan Davis, presented his report to the board.

Treasurer, Kristen Rhoads, presented her report to the board including the December 2016 warrants and financial reports.

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

Requisitions Over \$5,000

- DATA RECOGNITION CORPORATION - Testing Materials - \$7,930.30
- STEP BY STEP ACADEMY - Educational Placement According to Student's IEP(February -March, 2017) - \$12,900.00
- TRI-STAR TRANSPORTATION- Transportation for students with special needs to Haugland - \$30,000.00 (January - June, 2017)
- PICCA - Transportation for students with special needs - \$12,000.00 (February - March, 2017)
- MULTI-COUNTY JUVENILE DETENTION CENTER - Instruction for detained students - \$15,000.00 (January - March, 2017)
- GORDON FOOD SERVICE - Food for FY17 - \$150,000.00 (January - March , 2017)
- COCA-COLA REFRESHMENTS USA - Food for FY17 - \$5,000.00 (January - March, 2017)
- NICKLES BAKERY - Food for FY17 - \$9,000.00 (January - March , 2017)
- SYSCO - Food for FY17 - \$10,000.00 (January - March, 2017)
- UNITED DAIRY FARMERS - Food for FY17 - \$30,000.00 (January - March, 2017)
- VALLEY WHOLESALE FOODS - Food for FY17 - \$9,000.00 (January - March, 2017)

Purchase Orders After the Fact:

- SUNBELT RENTALS, INC - safety lights for fall events - \$780.00
- US SPORTS VIDEO - Battery for Camera - \$57.00
- HOCKING VALLEY COMMUNITY RESIDENTIAL CENTER - Educational Services for Special Education Court Ordered Placement - \$4,990.00 (September - November, 2016)
- SOUTH CENTRAL OHIO REGIONAL JUVENILE DETENTION CENTER - Court Ordered Placement - \$44.00
- HEALTHY EDGE, LLC - Transportation Drug Screening - \$300.00
- COUNTY OF LOGAN JUVENILE DETENTION CENTER - Instruction for detained students - \$127.50
- BUCKEYE PROPANE CO, INC. - Propane for Athletic Complex - \$4,500.00
- SHANA PALDA - reimbursement for SOS Club Dance supplies - \$50.25

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Donations:

- Mary Clifton - Circleville City Schools - 3 AED's and supplies to be used by Athletic department - \$5,000
- Circleville Rotary Club - CHS Club Future - sponsor memberships - \$260
- Knights of Columbus - Vocal Music/ Choir - \$50
- Pickaway Retired Teachers Assoc. - Vocal Music/Choir - \$25
- Good Shepherd Women of Grace - Hats & Gloves for CES students - \$75
- The Dunlap Foundation - Wetlands Outdoor Education Programs - \$10,000
- Diane Sutton - CHS Junior Class - \$25
- John and Teresa Ankrom - CHS Club Future - sponsor memberships - \$104
- Circleville City School Foundation - CHS Club Future - sponsor memberships - \$156

Student Activity Budget and Philosophy for 2016-2017 School Year:

- CMS Student Council (budget revision only)

Transfer Funds:

- Transfer from General Fund (001-0000) to the Employee Benefits Fund (026-0000) in the amount of \$200,000.

Mr. Stevens – absent; Mr. Bradhurst - absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

The Athletic Department Presented. Athletic Director, Chad Spradlin, spoke about student participation and the athletic budget.

On a motion from Mr. Reeser, seconded by Mrs. Rothe, the board approved the minutes from the December 7, 2016, regular meeting as presented.

Mr. Stevens –absent; Mr. Bradhurst -absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

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

Resignations:

- Leslie LeBlanc
Circleville High School
Teacher
Effective: May 26, 2017

Retirement:

- Keith Valentine
Circleville Middle School
Paraprofessional
Effective: end of 2016-2017 school year
- Debra Parsley
Circleville High School
Food Services
Effective: end of 2016-2017 school year
- Judy Angles
Circleville High School
Food Services
Effective: end of 2016-2017 school year

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- Joyce Mallow Circleville Elementary School
 Paraprofessional
 Effective: end of 2016-2017 school year

Mr. Stevens – absent; Mr. Bradhurst - absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion from Mr. Reeser, seconded by Mrs. Rothe, the board approved the unpaid leave request by Brad Reeves,(CHS Teacher) from January 3, 2017 to May 25, 2017.

Mr. Stevens – absent; Mr. Bradhurst - absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion from Mrs.DeLong, seconded by Mrs. Rothe, the board approved the unpaid leave request for Laura Justice (CES Instructional Aide) for Wednesday, January 11, 2017.

Mr. Stevens –absent; Mr. Bradhurst - absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Reeser, seconded by Mrs. DeLong, the board approved a change in compensation/benefits for Danielle Wipert, per ORC 3319.10 due to serving more than 60 days as a long term substitute at Circleville High School. Ms. Wipert will be compensated on BA, Step 0, and be afforded the same benefits as other certified staff during the 2016-2017 school year. (effective January 13, 2017)

Mr. Stevens – absent; Mr. Bradhurst -absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser the board approved Data Service agreement between Circleville City Schools and Battelle for Kids as presented:

Battelle for Kids
2017 Battelle for Kids Data Services Agreement
Approved Vendor Testing for Value-Added Reporting

This Data Service Agreement ("Agreement") is between Battelle for Kids, located at 1160 Dublin Road, Suite 500, Columbus, Ohio, 43215 ("BFK") and Circleville City (043760) located at 388 Clark Dr, Circleville, OHIO 43113 ("LEA") effective this February 1, 2017 ("Effective Date").

Whereas, the Local Education Agency ("LEA") seeks to partner with Battelle for Kids for approved vendor value-added services through participation through one or more of the following Approved Vendors for Value-Added; ACT Inc., Data Recognition Corporation/CTB, Northwest Evaluation Association (NWEA), Renaissance Learning; and
Whereas, the parties hereto desire to set forth the terms of the Data Services Agreement. Now, Therefore, in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. The LEA will:

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- a. Provide BFK with all required data, as defined in Section 8, within the deadlines requested by BFK;
- b. Grant BFK a perpetual, non-exclusive, non-transferable, royalty-free license to use the LEA's data, as defined in Section 8, and Personally Identifiable Information, as defined in Section 7 for educational research and evaluation; and
- c. Provide BFK with student performance test data, when available, data files necessary for linking teachers to students, as well as requested data necessary for the value-added analysis;
- d. Administer the student tests within the designated administration windows that the approved vendor / BFK / SAS Institute, Inc. ("SAS") require for reporting purposes; this includes administering Ohio's spring state Reading/ELA test at grade 3; and
- e. Cooperate with BFK in the teacher/student roster verification process.

2. BFK will:

- a. Work with the LEA and the approved vendors to collect and transfer data to SAS EVMS for the purposes of the value-added analysis.
- b. Coordinate and communicate the teacher/student roster verification process.
- c. Provide the LEA with phone and e-mail user support during the completion of roster verification and while interpreting and using value-added reporting; and
- d. When available from SAS, BFK shall provide access to school- and teacher-level value-added reports in the grades/subjects requested on the value-added order form and tested, with sufficient data provided, to the LEA.

3. Fees.

BFK shall provide the LEA with data analysis and collaboration services at the participation cost of \$6.25 per student, the scope of which will be outlined in the value-added order form. The total fee for participation is based on ADM (number of students) in the LEA at the grade level tested to support the requested reports (grades K-8), pulled from the most recent data publically available from the

Ohio Department of Education (ODE). The total fee for ACT QualityCore at the high school level is based upon the number of tested students in the LEA at the course level. This fee will be based on LEA's request for reports on the value-added order form, regardless of reporting or testing changes made throughout the year. This fee is for participation in the BFK Approved Vendor Value-Added Services, which includes SAS EVAAS fees, and is directly related to the scope of work declared, not based on the percent of students included in analysis, or SAS EVAAS reports which can be produced. BFK shall charge fees to the LEA for additional training programs, tools and other goods and services that the LEA requests and agrees to pay.

The LEA shall pay the non-refundable participation cost in June 2017 based upon the submittal to BFK of this agreement.

4. SAS.

BFK shall deliver LEA's student performance test data to SAS Institute Inc. ("SAS"), with Whom BFK shall contract to perform value-added analyses of the test data. Internet-accessible value-added reports shall be provided by SAS. The LEA may separately contract with SAS for goods and services not provided under this Agreement

5. Acceptance of Analysis.

BFK shall deliver to the LEA the agreed upon value-added reports for the grades in which appropriate, sufficient testing data was provided and for which SAS can produce reliable analysis. The reports shall be deemed accepted by the LEA unless notice is received within thirty (30) days of delivery. The LEA shall give BFK written notice of any errors or omissions in student data. Where possible, BFK will remedy the unacceptable aspects of the reports within thirty (30) days of receipt of the LEA's notice. If more than 30 days are needed to remedy the unacceptable aspects of the reports, BFK shall so notify LEA and provide an estimate of when the remedy will be completed.

6. Intellectual Property Rights.

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SAS shall retain intellectual property rights in its analyses and reports of LEA's student performance test data. All use of reports by the LEA shall be limited to the purposed identified herein. LEA agrees to not, and shall not permit any Staff to modify any report without the express written permission of BFKISAS. BFK shall retain intellectual property rights in all training programs, tools and other goods and services provided by BFK to the LEA under this Agreement.

7. Student Privacy.

All parties acknowledge that achieving the purposes of this Agreement may require the LEA to make available to BFK and SAS student performance test data and other information accompanied by identifiers that make an individual student's identity easily traceable ("Personally Identifiable Information"). All parties, in performing their respective obligations under this Agreement shall use their best efforts to protect the confidentiality of Personally Identifiable Student Information' to the extent required by the Family Educational Rights and Privacy Act ("FERPA") and/or O.R.C. Section 3319.321. The parties intend that, with regard to Personally Identifiable Information, this Agreement falls within the FERPA exception for contractors performing institutional services. BFK will be under the direct control of the LEA and subject to the same requirements on use and redisclosure of Personally Identifiable Information as the LEA. BFK shall disclose Personally Identifiable Information only to parties with legitimate educational interests as determined by the LEA.

BFK follows recommendations of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-100, "Information Security Handbook: A Guide for Managers," and NIST SP 800-53, "Recommended Security Controls for Federal Information Systems" to mitigate the risk of unauthorized access and disclosure and means for responding in the event of a data breach and other unauthorized disclosure of Personally Identifiable Information from BFK's possession.

8. Release of Information.

The LEA will:

- a. Provide BFK, school, teacher, class and student information data required for class roster verification purposes, including:
 - i. Student demographics including State Student IDs, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics
 - ii. These data files may be provided to BFK either directly from the LEA or through an ITC. In the latter case, the LEA will make sure all authorizations and agreements are in place for BFK to receive the data from the ITC.
 - iii. Current year administered State testing pre-ID files and student performance test data for all grades and subject areas available, and for new districts in our partnership, two prior years of student performance test data may be required for certain SAS EVMS models (URM); and
- b. Authorize BFK to use EMIS (Educational Management Information Systems) and/or SIS (student Information System) data provided to BFK by the LEA, ITC or ODE, required for class roster verification purposes, including student demographics, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics.
- c. Authorize BFK to complete student matching processes in the case that student records are provided by the LEA, test vendor, ITC or ODE without State Student IDs.
- d. Where LEA is using approved vendors for value-added, based on scope in the value-added order form, grant BFK permission to obtain the following information from Data Recognition Corporation/CTB, , NWEA, and Renaissance Learning:
 - i. Pre-ID or student label files for the current school year
 - ii. Current year student performance test data for all grades and subject areas available; and
 - iii. Historical testing for up to five (5) years for all grades and subject areas required for the reliable analysis and reporting of SAS EVMS reports.

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e. Where LEA is using the ACT QualityCore for value-added, based on scope in the value-added order form, provide BFK the following information or grant BFK permission to obtain the following information from ACT, Inc: school- and student-level end-of-course and college entrance data to BFK for the sole use of value-added calculations, summary reporting and for inclusion into BFK's data warehouse for the purpose of monitoring the effectiveness of this project and all other research purposes. The stated ACT data will not be released to BFK for any reason other than that stated above.

f. Where LEA is using the ACT QualityCore for value-added, based on scope in the value-added order form, authorize ACT, Inc. to release confidential student records and aggregate reports, which may include, but will not be limited to, student scores, student profile information and other demographic and Personally Identifiable Information, for students enrolled at the LEA during this and previous academic years (up to 5 years) to Battelle for Kids for the limited purpose of the LEA's participation in BFK Approved Vendor Value-Added Services. The LEA expressly waives any data use restrictions set forth in any agreement with ACT, Inc. for the limited purpose of the LEA's participation in the project. If a contract modification or amendment is required to effectuate the LEA's waiver of the contract requirements discussed above, then this contract shall serve that express purpose. Further, the LEA releases ACT, Inc. and its agents from any and all claims and liabilities which may be based upon or arise in connection to the data and reports released pursuant to this contract. By participating in this project the LEA may receive requests to release additional data for analysis and research purposes only. The LEA agrees to make reasonable attempts to fulfill such requests.

g. Permit BFK to provide the EMIS and student performance test data as detailed in this Section to a third party authorized by a department of the State of Ohio for analysis and research purposes only. BFK shall not use or disclose Personally Identifiable Information except:

- i. As is necessary to fulfill its obligations to LEA,
- ii. As required by law,
- iii. As otherwise authorized in writing by LEA (collectively, the "Permitted Uses"). In order to fulfill its obligations under this Agreement, LEA hereby consents to BFK's redisclosure of Personally Identifiable Information to the value added provider designated by the Ohio Department of Education. The redisclosure is under FERPA exception. The LEA agrees to record the redisclosure upon receipt from BFK's notice that redisclosure has been made.

9. Disclaimer of Warranties.

BFK disclaims all warranties, express or implied, regarding the analyses, programs, tools and other goods and services provided under this Agreement, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement and those arising by statute or otherwise in law or from a course of dealing. BFK shall not be liable to the LEA for any special, consequential, incidental, indirect, reliance or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to BFK or could have been reasonably foreseen by BFK. In no event shall BFK's liability for damages of any kind, including direct and indirect damages, exceed the amount that the LEA paid for the services or reports at issue. The LEA acknowledges this limitation of liability is reasonable in light of the LEA's ability to limit its exposure to damages through Involvement in the services provided by BFK and by reviewing reports delivered by BFK. The LEA bears full responsibility to third parties for use of the reports.

10. Indemnification.

Subject to any limitation of a controlling statute or law, the LEA shall indemnify, hold harmless and defend BFK from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by BFK that arise as a result of the LEA's breach of this Agreement.

11. Term and Termination.

This Agreement shall have a term of twelve months, and automatically terminate upon the End Date. Prior to the End Date, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within ten (10) days of written notice specifying the breach. If the breach is not remedied within that ten

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{10} day period, the non-defaulting party may terminate on further written notice specifying the date of termination. Either party may immediately terminate this Agreement if the other makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other. Upon termination, the LEA shall pay all costs accrued by BFK to date of termination, including any non-cancelable obligations (such as data submission to SAS), and 25% of the total due for data processing.

12. Miscellaneous.

a. This Agreement represents the entire understanding between the parties with respect to its subject matter and no amendment of the Agreement shall be effective unless contained in writing and signed on behalf of the non-requesting party,

b. This Agreement shall be governed by Ohio law without regard to conflict of law principles.

c. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain effective, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision that fulfills the intent of the parties.

d. Neither party shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement to the extent that such delay or failure is caused by Force Majeure. As used in this Agreement, Force Majeure means acts of God, acts of terrorism, acts of the State and any governmental entity in its sovereign or contractual capacity, power outages, fires, floods, epidemics, strikes, and/or other labor disputes.

e. Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary actions.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the Effective Date.

Mr. Stevens – absent; Mr. Bradhurst -absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr.Reeser, seconded by Mrs. Rothe, the board voted to adjourn the meeting at 7:30 p.m.

Mr. Stevens –absent; Mr. Bradhurst - absent; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes



President

ATTEST


Treasurer