

**TUSCARAWAS VALLEY LOCAL BOARD OF EDUCATION
REGULAR MEETING AGENDA
January 13, 2014**

PLACE: TVHS Room 114

**TIME: Immediately following
Organizational Meeting**

I. OPENING

- A. Call Meeting to Order: Time: _____
- B. Roll Call
 Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____
- C. Additions or Corrections to Agenda

II. PUBLIC PARTICIPATION—In accordance with Tuscarawas Valley Local Schools Board of Education Policy 0169, any person or group wishing to place an item on the agenda should register their written intent with the Superintendent no later than seven (7) days prior to the meeting and include name and address, group affiliation (if and when appropriate), and topic to be addressed.

Anyone wishing to address the Board at the meeting shall make himself/herself known by completing and submitting a registration sheet to the Board President prior to the start of the meeting with name, address, group affiliation (if and when appropriate), and topic to be addressed, and limit the presentation to five (5) minutes, unless extended time is granted by the Board President. The President will advise the individual as to where on the agenda he/she will be permitted to address the Board. All meetings are tape recorded to maintain an exact recording of the proceedings.

III. SUPERINTENDENT’S REPORT

Board of Education Recognition Month

IV. NEW BUSINESS/CONSENTAGENDA

- A. The following recommendations are made by the Superintendent:
 - 1. Approve Minutes from the December 9, 2013 Regular Meeting, December 2013 Financial Reports, and December 2013 Investments and Then/Now Certificates as follows:

Company	Amount	Purpose
Allied Commercial Roofing	\$1,360.00	Roof Repairs at TVHS and TVIS
Altura Communication	\$5,804.96	Quarterly Billing for Telephones
COMDOC, INC.	\$2,438.81	Copies for August
East Central Ohio ESC	\$1,000.01	Physical Therapy Services Aug-Sep 2013
Stoller Enterprise LLC	\$3,362.40	Sixth Grade Camp Fundraiser
Truck Sales and Service, Inc.	\$1,271.50	Pump for Bus 15, Core Deposit
 - 2. Approve the transfer of Christy Moore as cashier/monitor from TV Middle School to TV Primary School, 2 hours per day, effective January 8, 2014.
 - 3. Rescind supplemental contract for Sandy DeBos for Varsity Girls Track, approved at November 18, 2013 Board of Education meeting.
 - 4. Approve supplemental contracts for SY 2013-2014 as follows, pending verification of all credentials:
 - Sandy DeBos Assistant Varsity Track Step 2
 - Trent Dibell Assistant Varsity Track Step 0
 - Brian Finney Varsity Boys Track Step 3
 - Jess Goehring MS Track Step 3
 - Zach Patterson MS Track Step 1
 - Chris Shetler Varsity Girls Track Step 1
 - 5. Acknowledge Ohio's new minimum wage of \$7.95/hour, and authorize the Treasurer to increase the rate of pay for all employees effected, effective January 1, 2014.

6. Approve substitute rates as follows:
 - Certificated (teachers): \$70/day
 - Classified (bus drivers): \$9/hour
 - Classified (aides, cooks, custodians, secretaries): \$8/hour
7. Decrease mileage reimbursement rate to \$0.56 per mile, effective January 1, 2014, in compliance with the Internal Revenue Service.
8. Approve the indoor TVHS Track and Field Team at no cost to the district, with Brian Finney and Sandy DeBos as volunteer coaches.
9. Approve the use of TVHS softball and baseball fields by the Tusky Valley Youth Athletic Foundation for Spring 2014. The TVYAF will be responsible for field maintenance, trash pick-up, and painting/lining of fields if necessary. Use will not interfere with any scheduled school events, and proof of liability insurance will be provided to the Treasurer's Office before using school facilities.
10. Accept donations/grants and express appreciation to the following businesses, organizations, and foundations for the following contributions:
 - iPad Mini for Mrs. Betts' kindergarten class from Jeff and Jennifer Miller of Bolivar.
11. Recognize students and staff for their accomplishments:
 - Morgan Himes for being named Buckeye Career Center's December Student of the Month

Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____

- B.** The Superintendent and Treasurer recommend adoption of the following resolution:

A RESOLUTION TO APPROVE THE JEFFERSON HEALTH PLAN, CLAIM RUNOUT AGREEMENT

WHEREAS, the Participating Member has fully participated in the Jefferson Health Plan since July 1, 2011, and has remained a fully Participating Member in good standing, having not acted to terminate its membership in the Jefferson Health Plan, as of January 1, 2014, and does not currently have a deficit in its reserve account with the Jefferson Health Plan; and

WHEREAS, the Jefferson Health Plan through its Internal Pool (hereinafter referred to as "the Internal Pool"), has decided to extend to the Participating Member an offer that the Jefferson Health Plan will hereafter assume the liability for payment of claims incurred but not paid (hereinafter referred to as "run out claims") at the termination date of the Participating Member, should the Participating Member terminate its membership in the Jefferson Health Plan at some future date in accordance with the terms of this Agreement; and

WHEREAS, the Participating Member has agreed to accept the offer of the Jefferson Health Plan to assume the liability for run out claims of the Participating Member in the event that the Participating Member terminates its participation in the Jefferson Health Plan at some future date in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and commitments contained herein, the parties agree as follows:

Section 1. This Agreement is intended to act as an amendment to the Agreement Regarding Health Benefits Program executed by the Participating Member when it first became a member of the Jefferson Health Plan. In the event of any conflicts between the two documents, this Agreement shall prevail over the prior agreement.

Section 2. The Participating Member agrees that it shall remain a fully participating member of the Jefferson Health Plan until July 1, 2017, and shall not act in any manner that would invoke a complete or partial termination of its membership in the Jefferson Health Plan prior to July 1, 2017, including but not limited to a failure to remit to the Jefferson Health Plan its respective monthly accruals.

Section 3. The Participating Member shall not now or in the future have any ownership interest in the assets of the Internal Pool, shall not be entitled either now or in the future to receive any refund of past or future deposits to the Internal Pool, save for qualified reimbursements from the Internal Pool or adjustment for the correction of any mutually agreed upon administrative errors, and the Participating Member hereby specifically waives any and all rights that it may have in or to the funds in the Internal Pool.

Section 4. The Jefferson Health Plan agrees to assume, for a period of no longer than six (6) months from the effective date of membership termination, the liability for the payment of run out claims from the Internal Pool on behalf of the Participating Member; provided that the Participating Member shall not terminate its membership in the Jefferson Health Plan prior to July 1, 2017, or any agreed upon minimum extension of such membership, and provided that the Participating Member shall provide to the Jefferson Health Plan a written notification of not less than six (6) months prior to the effective date of its intended termination, which date shall not be less than six (6) months prior to its renewal. The payment of run out claims through the Internal Pool, where they are deemed to be the liability of the Jefferson Health Plan, shall be delivered through the services of the claims administrator utilized by the Participating Member prior to the termination notification, unless otherwise mutually agreed to in writing by the parties.

Section 5. In the event that the Participating Member terminates (in whole or in part) its membership in the Jefferson Health Plan, or acts in any way to cause its termination from membership in the Jefferson Health Plan prior to July 1, 2017, or fails to provide written notification less than six (6) months prior to the effective date of termination and or renewal, the Jefferson Health Plan shall not be responsible for nor pay from the assets of the Internal Pool the run out claims of the Participating Member. In the event that the Participating Member terminates its membership in the Jefferson Health Plan prior to July 1, 2017, or fails to provide at least six (6) months advance notice of termination prior to its renewal, the run out claim obligations of the Participating Member shall not be the financial obligation of the Jefferson Health Plan, but rather the sole financial obligation of the Participating Member, and the Participating Member hereby unconditionally and irrevocably releases and forever discharges the Jefferson Health Plan, including but not limited to its predecessors, successors, assigns, agents, officers, employees, and attorney, and each of them in their official and individual capacities, from any and all demands, claims, and liabilities, whether now known or unknown, in connection with any claims arising out of the Participating Member's membership and participation in the Jefferson Health Plan.

Section 6. The Participating Member agrees that, unless and until the Participating Member repays any deficit that it owes to the Jefferson Health Plan at the time that the Participating Member's membership in the Jefferson Health Plan terminates, the Jefferson Health Plan shall not be obligated to pay the Participating Member's run out claim liability. In the event that the Participating Member does not act immediately to repay to the Jefferson Health Plan any indebtedness owed at the effective date of termination, the run out claims of the Participating Member shall become the sole financial obligation of the Participating Member.

Section 7. The Jefferson Health Plan shall not be responsible for the payment of any administrative fees required by the Jefferson Health Plan, or any administrative fees required of the Participating Member's claims administrator, in connection with the processing of run out claim payments and any other related terminal activities during the six (6) month run out claim period.

Section 8. The Participating Member shall be subject to supplemental rate adjustments when the Participating Member's allocated balance reserve account with the Jefferson Health Plan is not equal to at least two (2) months of accrual payments.

Section 9. This Agreement represents the entire agreement between the parties with respect to its subject matter. No agreement altering, amending, modifying, waiving or releasing the terms of this Amendment shall be binding or valid, unless it is in writing and duly executed by both parties.

Section 10. The parties state that the sole and only consideration for the execution of this Agreement are the terms stated above, and no other promises or agreements of any kind have been made by any person or entities whatsoever to cause them to execute this Agreement; that they have had a full and complete opportunity to read and examine the terms of this Agreement and to consult with an attorney of their choosing prior to executing this Agreement, that they fully understand the rights, duties, and responsibilities imposed by this Agreement; and that they are voluntarily entering into this Agreement.

Section 11. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Agreement as to the parties, and may be used in lieu of the original document for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes. Each signatory, by signing this Agreement, represents that he or she has been duly authorized to execute this Agreement on behalf of the party represented by the signatory.

Section 12. In the event that a court of competent jurisdiction invalidates any provision of this Agreement, all remaining provisions shall continue in full force and effect.

The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Ohio.

Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____

- C. The Superintendent and Treasurer recommend adoption of the following resolution:

A RESOLUTION DETERMINING TO PROCEED WITH THE SUBMISSION TO THE ELECTORS OF THE SCHOOL DISTRICT OF THE QUESTION OF LEVYING AN ADDITIONAL TAX PURSUANT TO SECTIONS 5705.194 TO 5705.197 OF THE REVISED CODE.

WHEREAS, on December 9, 2013, this Board adopted Resolution No. 12/2/13 determining to submit to the electors of the School District the question of levying an additional tax in excess of the ten-mill limitation, as described below, a copy of which resolution was certified to the Tuscarawas County Auditor; and

WHEREAS, on December 12, 2013, the Tuscarawas County Auditor certified that the total current tax valuation of the School District is \$211,739,860 and the estimated annual property tax millage

required throughout the life of the proposed levy to produce the annual amount of \$1,875,000 as set forth in that resolution, calculated in the manner provided by Section 5705.195 of the Revised Code, is 8.9 mills for each one dollar of valuation, which amounts to 89 cents for each one hundred dollars of valuation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Tuscarawas Valley Local School District, Counties of Tuscarawas and Stark, Ohio, that:

Section 1. Determination to Proceed. This Board hereby determines to proceed with the submission to the electors at an election to be held on May 6, 2014, of the question of levying an additional tax in excess of the ten mill limitation (commencing with a levy on the tax list and duplicate for tax year 2014 to be first distributed to the School District in calendar year 2015) in order to raise the amount of \$1,875,000 each year, for a period of 10 years, for the purpose of providing for the emergency requirements of the School District, at the annual tax rate as is necessary to raise that amount, which rate is estimated by the Tuscarawas County Auditor to be 8.9 mills for each one dollar of valuation, which amounts to 89 cents for each one hundred dollars of valuation.

Section 2. Certification and Delivery of Materials to Board of Elections. The Treasurer be and is hereby directed to deliver or cause to be delivered (i) a certified copy of this Resolution, (ii) a certified copy of Resolution No. 12/2/13 referred to in the first preamble to this Resolution and (iii) the certificate of the Tuscarawas County Auditor referred to in the second preamble to this Resolution, to the Tuscarawas County Board of Elections before the close of business on Wednesday, February 5, 2014. This Board hereby requests that the Board of Elections give notice, prepare the ballots, and make other necessary arrangements for the submission of this question to the electors of the School District, all in accordance with law.

Section 3. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 4. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof.

Section 5. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____

- D.** Appoint Scott Tritt to the Buckeye Career Center Board of Education in accordance to HB 59 (ORC3311.19 and 3313.911).

Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____

E. LEADERSHIP TEAM REPORTS

Buckeye Career Center, Principal, Mr. Jay Davis
Transportation/Building and Grounds Supervisor, Mr. Jim Downing
Curriculum Director, Mrs. Debbie Wolfe
TV High School Principal, Mrs. Susan Huth
TV Middle School Principal, Mr. Scott Young
TV Intermediate School Principal, Food Service Coordinator, Mrs. Diana Flickinger
TV Primary School Principal, Mrs. Mary Beth Markley

V. ADJOURNMENT

Burrier _____, Gooding _____, Green _____, Knaack _____, Kaschak _____