

LAKE LOCAL BOARD OF EDUCATION

REGULAR MEETING

July 21, 2014

7:30 p.m.

Lake Middle School
Large Group Instruction Room

1. Call to order and roll call by the President

JA _____ DB _____ DP _____ JT _____ DV _____

2. The next regular meeting of the Lake Board of Education will be **Monday, August 18, 2014 at 7:30 p.m. at the Lake Middle School (large group instruction room), 12001 Market Avenue North, Hartville, Ohio 44632.**

3. Pledge of Allegiance to the Flag

4. Additions and/or deletions to the Agenda

5. Adoption of the Agenda - President

JA _____ DB _____ DP _____ JT _____ DV _____

6. Hearing of Individuals and/or Delegation Representatives on agenda items

7. Board Communications/Reports

8. Report of the Treasurer

It is recommended that the Treasurer's report be accepted as presented:

A. Minutes

- 1) June 16, 2014 - Regular Meeting

JA _____ DB _____ DP _____ JT _____ DV _____

B. Financial Reports/Investments

- 1) June, 2014 - Financial Reports

JA _____ DB _____ DP _____ JT _____ DV _____

9. Old Business - none

10. New Business

A. First Reading and Approval of Regulation

Following a first reading it is recommended that the following regulation be submitted to the Board of Education for approval as **ADDENDUM #1**.

Policy Regulation GCB-2-R – Certified Staff Contracts and Compensation Plans (Administrators)

JA _____ DB _____ DP _____ JT _____ DV _____

B. Memorandum of Understanding and Amendment of Contract with AT&T

It is recommended that a Memorandum of Understanding be entered into between Lake Local School District and AT&T to memorialize and amend AT&T's provision of services as set forth and to insure strict compliance with the regulations of the Federal Universal Service Program for Schools and Libraries as administered by the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the Federal Communications Commission presented as **ADDENDUM #2**.

JA _____ DB _____ DP _____ JT _____ DV _____

11. Superintendent's Report

It is recommended that the Superintendent's Report be accepted as presented:

A. Donations

It is recommended that the Board of Education accept the following donations:

- 1) Hartville Elementary Playground from the Hartville Elementary School PTO, 245 Belle Street, Hartville, Ohio 44632 valued at \$108,000.00.
- 2) New marching band uniforms from the Lake Band Boosters to Lake Local Schools including coats, pants, hats and garment bags valued at \$96,060.00.

JA _____ DB _____ DP _____ JT _____ DV _____

B. Student Enrollment

It is recommended that the following student be accepted per board policy JECB and O.R.C. 3313.64 for the school year as indicated:

New 2014-2015

Graeden Baluch
Abigal D. McFarren

JA _____ DB _____ DP _____ JT _____ DV _____

C. Personnel – Administrative Resignation

It is recommended that the following resignation be approved pending employment in another position.

1) Angel Harbaugh Principal, Hartville Elementary School

D. Personnel – Administrative Employment/Replacement

It is recommended that the following individuals be issued an administrative contract as noted in accordance with the negotiated agreement, board policy and pending all appropriate credentials are submitted to the Lake Local Administrative Office:

- 1) Jeffrey S. Breit Principal, Hartville Elementary School
(August 1, 2014 – July 31, 2016)
- 2) Angel Harbaugh Instructional Supervisor
(August 1, 2014 – July 31, 2017)
- 3) Karen Koch Director of Communications
(August 1, 2014 – June 30, 2016)

E. Personnel - Certified Employment/Replacement

It is recommended that the following individuals be issued a one-year, limited, certified contract for the 2014-2015 school year in accordance with the negotiated agreement, board policy and pending all appropriate credentials are submitted to the Lake Local Administrative Office:

- 1) Joseph C. Anderson Intervention Specialist / Lake High School
- 2) Heather D. Collins Intervention Specialist / Lake Elementary School
- 3) Christina M. Forchione Kindergarten / Uniontown Elementary School

F. Personnel - Supplementals

WHEREAS, this Board has posted the following positions as being available to employees of the District who hold teaching licenses or certificates, and no such employee who is qualified to fill the position has applied for, been offered and accepted such position; and

WHEREAS, this Board then advertised the following positions as being available to any individual with such a license or certificate who is qualified to fill it and who is not employed by the Board and no such person who is qualified to fill the position has applied for, been offered and accepted such positions; and

BE IT THEREFORE RESOLVED, that the following non-license/non-certificated persons be employed as indicated, pending completion of all legal requirements:

Athletics

Nathan Klein	Freshman Football Coach
Terry Cistone	Assistant Varsity Football Coach (Community Coach)
Rick Nelson	Head Boys' Bowling Coach (Community Coach)
Patrick King	Head Girls' Bowling Coach (Community Coach)
Sarah Leighton	Grade 8 Cheerleading Coach / fall (Community Coach)
Taylor Campbell	Grade 8 Cheerleading Coach / fall (Community Coach)
Megan Morrison	Middle School Volleyball Coach

(C-F) JA _____ DB _____ DP _____ JT _____ DV _____

12. Hearing of Individuals and/or Delegation Representative

13. Discussion Items/Announcements

- a) Special Education, PART B-IDEA funds for 2014-2015 for Special Education are \$663,833.09. Mr. Gary Kandel, Director of Special Services is requesting input from individuals who would like to suggest how these funds should be expended. Deadline for input is July 31, 2014.

Federal/State Grants

Title I	\$310,926.51
Title II-A	\$ 68,797.00

14. Recess to Executive Session for the appointment, employment, dismissal, discipline, promotion, demotion or compensation of an employee or official, or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing.

JA _____ DB _____ DP _____ JT _____ DV _____

15. Return from Executive Session

JA _____ DB _____ DP _____ JT _____ DV _____

16. Adjourn

JA _____ DB _____ DP _____ JT _____ DV _____

CERTIFIED STAFF CONTRACTS AND COMPENSATION PLANS
(Administrators)

Total Salary = Base (F)

Where F = Sum of factors for experience, responsibility, work year and education

1. Experience:

2 years	=	.03
3 years	=	.05
5 years	=	.06
8 years	=	.07
10 years	=	.08
13+ years	=	.10

2. Work Year:

260 days/240 days	=	.15
224 days	=	.10
214 days	=	.05

3. Work Year:

Director of Instruction	240 days
High School Principal	224 days
High School Associate	224 days
High School Assistant	214 days
Middle School Principal	214 days
Middle School Assistant	214 days
Elementary Principal	214 days

4. Work Year - Directors: (certificated)

Director of Music	224 days
Director of Special Services	240 days
Director of Athletics and School/Community Activities	240 days
Coordinator of Information Systems	240 days
Instructional Supervisor	214 days

5. Work Year - Directors: (classified)

Administrative Assistant	260 days	
Assistant Treasurer	260 days	
Director of Operations	260 days	
Cafeteria Supervisor	224 days	
Director of Communications	240 days	224 days

6. Education: (end of work year)

Associates	=	.021
Bachelors	=	.0233
Masters	=	.0465
Masters + 15 hours	=	.0581
Doctorate	=	.0813
Doctorate + 15 hours	=	.093

7. Responsibility Factor:

High School Principal	1.32
Middle School Principal	1.257
Associate High School Principal (224 days)	1.187
Assistant High School Principal (214 days)	1.0029
Elementary Principal	1.1375
Assistant Middle School Principal	1.1573

8. Responsibility Factor - Directors: (certificated)

Director of Instruction	1.2929	
Director of Special Service	1.1003	
Director of Athletics and School/Community Activities	1.1075	1.1370
Director of Music	1.0335	
Coordinator of Information Systems	.9175	
Instructional Supervisor	.9939	1.1375

9. Responsibility Factor - Directors: (classified)

Director of Operations	.9765	
Director of Food Service	.6865	
Assistant Treasurer	.5415	
Administrative Assistant	.5455	
Director of Technology	1.048	
Director of Communications	.8830	.0400

Other Guidelines

1. An administrator new to the District is given a salary determined by the Superintendent and approved by the Board.
2. Administrative experience outside the District is negotiable and may not be counted.
3. Base equals masters step 15 on certified salary schedule.
4. In addition to normal duties, administrators are compensated for administering the following program: EMIS Coordinator \$7,000
5. All of the above salary recommendations are guidelines to be used in the Board’s setting of salaries.
- ~~6. All 240 day contracts have their per diem and severance figures at 260 day rate.~~
6. The Superintendent at his/her discretion may approve reimbursement of expenses in one community service organization.
7. At the Superintendent’s discretion, three days may be added to the administrative contract for in-service or special projects at the respective per diem.
8. At the discretion of the Superintendent, up to 10 days may be added to the food service director for catering or special community projects at the respective per diem.

Administrative Salary Schedule

1. Base Salary

As determined by the Board: Base (M/15) certificated schedule.

2. Benefits

All administrators are entitled to the benefits of medical, dental and life insurance; personal and sick leave; severance pay; travel allowance and tuition reimbursement as specified for certified/classified staff in the negotiated agreement between the Board and the Lake Local Education Association. All exceptions to this condition are noted in individual contracts.

[Approved: June 20, 2005]

[Revised: May 21, 2007]

[Revised: June 25, 2008]

[Revised: July 20, 2009]

[Revised: June 28, 2010]

[Revised: December 20, 2010]

[Revised: June 20, 2011]

[Revised: September 16, 2013]

[Revised:]

ADDENDUM #2

MEMORANDUM OF UNDERSTANDING AND AMENDMENT OF CONTRACT FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES FUNDING FOR THE E-RATE – SCHOOLS AND LIBRARIES PROGRAM

This Memorandum of Understanding (“MOU”) is entered into between Lake Local School District (“Customer”) and AT&T Corp. (“AT&T”, on behalf of its subsidiaries and affiliates) to memorialize and amend AT&T’s provision of services as set forth below and to insure strict compliance with the regulations of the Federal Universal Service Program for Schools and Libraries (“E-Rate Program”) as administered by the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) on behalf of the Federal Communications Commission.

WHEREAS, as background, and pursuant to the E-Rate Program, Customer posted its 470 for Telecommunication Services, FY2012.

WHEREAS, AT&T submitted a bid to provide the Customer with Telecommunication Services. In accordance with the requirements of the regulations implementing the E-rate Program, Customer considered the bid of AT&T and determined that it should be accepted, and such bid was awarded in March 2012 to AT&T.

WHEREAS, on March 20, 2012 Customer signed a Contract and E-Rate Rider with AT&T; those documents require correction and updating and are included as Attachment A hereto.

WHEREAS, subsequent to the signing of the Contract, it was determined that amendments were needed to clarify locations and verbiage, but not costs or term. For several months amended versions of the contract were sent between the parties. However, the amended contracts were not implemented in AT&T’s billing system. As a result, the contracted pricing was not billed, and the Customer was automatically converted to billing at higher month to month rates.

WHEREAS. A dispute arose between the parties regarding the higher month to month rates (“the Dispute”).

WHEREAS, the Parties agree and acknowledge that the Pricing Schedules attached hereto as Exhibit B are the amended Agreements for the selected products and services. Both parties agree that by signing this MOU, that it amends the contract originally signed by the Customer, on March 20, 2012, and will be in full force and effect as if it had been fully signed as of that date.

WHEREAS, in compromise of the Dispute, and without admission of liability by AT&T, AT&T has agreed to an adjustment of the difference between the contract rate and the month to month rate, which as of June 12, 2014 is estimated in the amount of \$85,400.45 (the “Estimated Credit”). The Estimated Credit will be adjusted once the billing corrections are implemented (“the “Final Credit”) and the Final Credit will include the applicable taxes, fees, and surcharges.

WHEREAS, the parties acknowledge that this payment is not in any way to be considered “Free Service” under the E-Rate Program. It is strictly a compromise settlement of the Dispute.

Now, therefore, the Customer and AT&T agree as follows:

1. Credit. In settlement of the Dispute, AT&T will provide to Customer the Final Credit. Customer acknowledges it will receive the Final Credit on its billings from AT&T within three (3) billing cycles and Customer will need to reconcile the Final Credit provided by AT&T under this adjustment with their compliance obligations under the E-rate Program. Customer acknowledges that any final E-rate implications regarding this matter rest with the Customer and the USAC / SLD.

2. Release. For and in consideration of the Credit, and agreements given herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Customer, on its own behalf, and on behalf of its partners, employees, predecessors, successors, assigns, legal representatives, agents or anyone in privity with any of them, whether named herein or not (hereinafter included as "the Customer") hereby fully, finally and completely compromises, settles, and fully releases and forever discharges and acquits AT&T Corp. and its respective predecessors, successors, parents, subsidiaries, affiliates, and its past, present and future officers, directors, shareholders, employees, representatives, agents, attorneys, insurers and assigns, and any and all persons or entities in privity with any of them, whether named herein or not (herein included as "AT&T"), jointly and severally, of and from any and all demands, claims, obligations, actions, causes of action, suits and controversies, attorneys' fees, damages and expenses, at law or in equity, known or unknown, intentional or unintentional, suspected or unsuspected, that it has or may have as of the date this Agreement is executed, arising out of AT&T providing services, labor, or materials, it being intended to extinguish fully all claims, actions, demands and/or causes of action of whatsoever nature in any way relating to the Dispute. The Customer warrants and represents that it has made a full and thorough investigation of the facts and circumstances surrounding the events made the basis of its claims and voluntarily and of its own free will is signing and entering into this Agreement for the purposes and consideration herein expressed. Customer agrees to dismiss the formal complaint it filed with the Public Utilities Commission of Ohio in Case No. 14-0594-TP-CSS, with prejudice, within 30 days of its receipt of the Final Credit.

SO AGREED by the Parties' respective authorized signatories:

Lake Local School District Board of Education
Customer Signature:

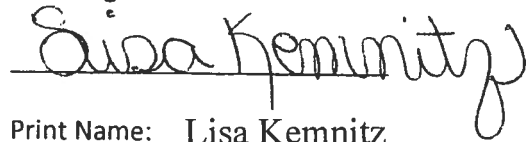
Print Name:

Title:

Date:

AT&T Corp.

AT&T Signature:



Print Name: Lisa Kemnitz

Title: Contract Manager

Date: 06-25-2014