

**Pendleton County Schools  
Regular Meeting  
August 18, 2016 7:00 PM  
District Training Room  
Sharp Middle School**

**Attendance Taken at 7:03 PM:**

Present Board Members:

Ms. Jolieen Bertram  
Ms. Cheri Griffin  
Dr. Shawn Nordheim  
Mr. Tony Spence  
Mr. Elmer Utz  
Avery Booth

**Pendleton County Schools Mission**

Pendleton County Schools is committed to graduating every student college and/or career ready by empowering staff to deliver high quality instruction and services in a safe and trusting environment.

**I. Call to Order**

Chairman Tony Spence called the meeting to order at 7:03 pm.

**I.A. Approve Agenda**

**Order #16-192** - Motion Passed: Superintendent Strong's recommendation to approve the agenda passed with a motion by Dr. Shawn Nordheim and a second by Ms. Jolieen Bertram.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

**I.B. Pledge of Allegiance**

Student Representative, Avery Booth, led in the Pledge of Allegiance.

**I.C. Mission Statement**

Student Representative, Avery Booth, led in the reading of the Mission Statement.

**I.D. Moment of Silence**

**I.E. Great News**

**I.E.a. 2015-16 Retirees**

Eight recent retirees were recognized during the Great News portion of the board meeting. They were:

Cathy Ashcraft—29 years  
Billie Jo Chaplin—30.5 years  
Aimee Gallagher—16.5 years  
Pam Johnson—19 years  
Sandra LaFollette—28 years  
Alice Shanklin—18 years  
Greg Valentine—25 years  
Debbie Veirs—19.25 years

These employees had a combined total of 185.25 years of service to Pendleton County Schools.

## **I.F. Recess**

## **II. Communications**

### **II.A. Audience Comments**

No Audience Comments

### **II.B. Board Member Comments**

**Utz**—Congratulations to all retirees and hope they have a happy retirement.

**Bertram**—Congratulations to the retirees and on your awards. You absolutely deserve them and much more for your service to the district. Want to thank everyone who participated in the Golf Scramble a few weeks ago—it was a great success.

**Griffin**—Congratulations to all the retirees. The total of years of service is remarkable. I attended Camp Wildcat and it was really amazing. Appreciation Breakfast was awesome. Northern's Ready Fest was really fun and good turnout. Also great turn out at Southern's Good Start. The day of the train derailment was very scary. I have heard nothing but positive comments regarding how the school system dealt with it. It really made me proud to be a PC alumni, a member of the community and member of the board.

**Booth**—Great first two weeks at PHS. Looking forward to another great year.

**Nordheim**—Thanks to all retirees and their service. I have also heard many positive comments regarding the train derailment and how it was handled.

**Spence**—Congratulations to all of our retirees. Also thank you for always making sure our students are safe. There is a lot of planning that goes into it, but executing it is a whole other story.

## **II.C. Superintendent's Report**

I would like to congratulate Avery on being on the cover of KY Living. Also for being the first student to read the new mission statement at the board meeting.

Also, I would like to comment that the schools and the Resource Centers did a great job with Ready Fest and Good Start. Opening of school was a very smooth start. Everyone pitched in and helped during the train derailment. We learned some things that need to be tweaked, but overall everything worked well. Congratulations to all of the retirees and all of their years of service.

We have been working with homebound students to look at virtual classroom.  
Mr. Compton gave an update of student numbers for the new school year as of this point.

NES--510

SES--536

SMS--525

PHS--755

We are only about 40 below what we anticipated.

### **Superintendent's Report /Activities July 26-August 18**

- Preschool Grant interest Meeting—July 26
- Children's Inc Meeting—July 28
- NKCES Meeting—Aug 10
- EPSB Meeting—Aug 15

### **During the last month I have been involved in the following meetings/events:**

- PCEF Meeting—July 26
- After school care meeting—July 29
- PCEF golf outing—Aug. 1
- DAP Meeting—Aug 1
- Kindergarten Camp/Redi Fest-- Aug. 3
- Opening Day—Aug 4
- Judge Fields/Bill Mitchell –grant projects and FSC—Aug. 4
- Discussion on Virtual School/Home school alternative—Aug. 5
- Cabinet Meeting—Aug 9, 16
- Director's Meeting—Aug 16
- Principal's Meeting—Aug 18

## II.D. Personnel Actions

### Personnel Changes Board Meeting

August 18, 2016

Last Name	First Name	Location	Position	Effective Date
<b>Hire</b>				
Adams	Rick	DSS	Bus Driver	8/5/2016
Alford	Sandra	SES	21st Century Instructional Assistant I	8/4/2016
Baker	Jamie	PHS	Teacher - Science/Interventionsit	7/13/2016
Banahan	Claudia	SES	Teacher - Art	7/20/2016
Bridges	Martin	PHS	NJROTC Instructor	8/2/2016
Compton	Matthew	BOE	Executive Director of Student Support Services	8/3/2016
Cooper	Tim	PHS	Teacher - Business/Interventionist	7/13/2016
Crockett	Rhonda	DSS	Bus Driver	8/1/2016
Curtis	Maegan	SES	Teacher	7/1/2016
Delaney	Carol	DSS	Preschool Bus Monitors	8/2/2016
Garrison	Carlee	DSS	Preschool Bus Monitors	8/2/2016
Glahn	Tami	DSS	Substitute Bus Driver	7/1/2016
Grimm	Mary	SES	21st Century Instructional Assistant I	7/26/2016
Hall	Shelby	DSS	Preschool Bus Monitors	8/2/2016
Hundemer	Paul	SMS	Coach - Football	7/25/2016
Jenkins	James	SMS	21st Century Instructional Assistant I	7/26/2016
Keegan	Pam	DIST	Substitute School Nurse	8/9/2016
Kelly	Ashley	DSS	School Bus Driver - Full Time Substitute	7/18/2016
Kindle	Damian	PHS	Coach - Football	7/15/2016
Magee	Bridget	SMS	Instructional Assistant I	8/9/2016
Mickelson	Sara	NES	21st Century Instructional Assistant I	7/26/2016
Moore	Rhonda	BOE	Director of Curriculum and Assessment Secondary	8/3/2016
Papworth	Brittany	DSS	Preschool Bus Monitors	8/2/2016
Patterson	Kelli	SMS	Teacher	7/28/2016
Pribble	Regina	PHS	Cook/baker	7/25/2016
Razor	Jessica	SMS	School Nurse	7/15/2016
Rhoton	Natasha	DIST	Diagnostian/Interventionist	7/28/2016
Robbins	Joyce	PHS	Cook/baker	7/25/2016
Simpson	Connie	DSS	Preschool Bus Monitors	8/4/2016
Sledd	David	SMS	Interim Principal	7/20/2016
Sturgill	Catherine	SMS	21st Century Instructional Assistant I	7/26/2016
Sturgill	Catherine	DSS	Preschool Bus Monitors	8/2/2016
Sullivan	Clay	NES	Long Term Substitute Instructional Assistant I	7/27/2016
Wade	Carrie	SMS	Interim Assistant Principal	7/25/2016
Wanstrath	Cindy	DIST	Substitute School Nurse	7/18/2016
Warrnick	Esther	SES	Teacher	7/20/2016
Webster	Carmon	DSS	Preschool Bus Monitors	8/2/2016
Wood	Julie	PHS	Interim Guidance Counselor	7/20/2016
Wood	Julie	SMS	Coach - Golf	8/1/2016
Woods	Sarah	DSS	Substitute Bus Monitor	8/1/2016
Wright	Suzanne	NES	School Nurse	7/15/2016
Yelton	Brent	PHS	Coordinator - Credit Recovery (9/1/2016)	7/26/2016

<b>Transfer</b>				
McDaniel	Pat	PHS	Custodian 240 days	8/8/2016
<b>Resigned</b>				
Black	Curtis	DSS	Bus Driver	7/28/2016
Brown	Darrin	NES	Custodial Supervisor	7/27/2016
Cole	Ellen	DSS	Bus Monitor	7/19/2016
Donahue	Rebecca	PHS	Instructional Assistant I	7/28/2016
Pribble	Regina	DSS	Bus Monitor	7/15/2016
Shufflebarger	Eric	SMS	Teacher	7/28/2016
Wade	Carrie	SMS	Guidance Counselor	7/25/2016
Yelton	Brent	SMS	Instructional Assistant I	7/22/2016
<b>Retired</b>				
Yelton	Ronda C	NES	Instructional Assistant I	8/31/2016
<b>Correction</b>				
Compton	Matthew	BOE	Executive Director of Student Support Services Interim	7/15/2016
Moore	Rhonda	BOE	Director of Curriculum and Assessment Secondary Interim	7/20/2016

## II.E. Written Communications & Reports

### II.E.a. SBDM Minutes

### II.E.b. FRYSC Reports

### II.E.c. Public Relations Report

### II.E.d. Maintenance Report

### II.E.e. Update on Data Security and Breach Notification Best Practice

Tina Record presented information regarding Data Security and Breach Notification Best Practices.

**TOP SECRET**

A Kentucky Educator's Guide to **TOP SECRET** Personal Information and Data Breach Awareness

Advancing technology like email, cloud systems, and social media have made it easier than ever to lose or lose control of amounts of data very quickly. Many folks aren't aware of the risk/benefit of a data breach, or worse, don't break what information is TOP SECRET. Breaches are NOT inevitable. They DO pose a significant risk to students, districts, and ourselves. This handbook is a quick introduction to WHAT to protect, and HOW best to do so.

**TOP SECRET**

From a legal perspective, KRS 41.091 (House Bill 10) states "Personal Information" means an individual's first name or last initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
- A Social Security number;
- A taxpayer identification number that incorporates a Social Security number;
- A driver's license number, state identification card, or other individual identification number issued by any agency;
- A passport number or other identification number issued by the United States government; or
- Individually identifiable health information as defined in 45 C.F.R., sec. 160.203 except for education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended 20 U.S.C. sec. 1221g.

*This!*

**TOP SECRET**

The Family Policy Compliance Office, which is responsible for administering FERPA, states that a student identification number can be considered directory information but P.I. "but only if the student identifier cannot be used to gain access to educational records except when used in conjunction with one or more factors that authenticate the student's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the student or authorized user."

If using the SSI to request assistance from IDEK or a vendor, IDEK encourages use of the student ID (SSID) without other identifiers. Do not send SSNs, full names or extra information that is absolutely necessary.

[Click here for more information about data privacy and security.](#)

**TOP SECRET**

According to KRS 61.091, a data breach is the unauthorized, deliberate, unintentional or negligent release of P.I. that can be reasonably expected to jeopardize the security, confidentiality, or integrity of the data and cause harm to 1 or more individuals. A data breach harms the victims because their information is lost and a crook can sell the information multiple times to other crooks who then steal the victim's money, identity, open fraudulent bank accounts or credit cards, or even commit healthcare. It can leave the victims, which can include children, thousands or even hundreds of thousands of dollars in debt, depending on how long it goes on undetected.

**TOP SECRET**

Human error is the most common cause of a data breach. While hackers get most of the spotlight, they wouldn't be so successful (by a WHOLE margin) if, frankly, all of us weren't making it so easy for them. Here are the four most common types of data breaches in Kentucky's K12 environment, and how to prevent them.

#### LOSS OR THEFT OF A USB THUMBDRIVE, LAPTOP, TABLET, OR SMARTPHONE CONTAINING P.I.

How to prevent the breach:

- DO NOT save or store top secret personal information on these devices in the first place
- DO NOT leave valuables on the seat or visible in your car; lock them in the trunk
- Encrypt the device, or the Personal Information on your device. Encrypted P.I., if lost or stolen, does not cause a data breach as long as the password isn't available

Example: P.I. is downloaded to a laptop and then the laptop is lost or stolen from your car or at a school function, it isn't matter that the thief was only looking to sell the laptop; if there's P.I. on the device, that's a breach.

#### PHISHING ATTACKS

How to prevent the breach:

- DO NOT share your password with anyone. No reputable company will EVER ask for your password
- DO NOT click on links or documents you aren't expecting - Be savvy
- DO NOT casually browse the web or check personal email from a computer or server that is used for collecting and managing P.I., such as one running Infinite Campus, financial, or cafeteria programs

Phishing is a crime in which the attacker tries to trick you into downloading malware or sharing private information, such as password or SSN, by masquerading as a helpdesk, a company or even a person you know. It can happen via email, webpage or phone. If you fall for their trick, then the attacker has access to your accounts, your computer, or both.

#### POOR OR SHARED/STOLEN PASSWORDS

How to prevent the breach:

- DO NOT use passwords based on "password" or the names of the seasons, months, family members, pets, or sports teams. Everyone uses them so they are VERY predictable and the first terms a hacker will try
- Use long AND memorable passwords or passPHRASES like "ASCDREBSoviet" (first letter and seven years) which is easy to remember, but cannot be easily guessed

NOTE: No one enjoys using passwords. Most people create poor, easy to remember passwords or keep them taped to monitors or "hidden" under the keyboard. Out of the possible billions of passwords, 90% of people use the same 50 passwords or styles of passwords. This makes the password memorable, but also very easy to predict.

#### ACCIDENTAL SHARING OF P.I.

How to prevent the breach:

- DO NOT send or forward emails or documents without first checking for P.I. Once sent, that email and everything in it is YOUR responsibility, even if you are just forwarding it along.

Examples: Student reports, timesheets, job applications, screenshots for trainings or hidden columns and tabs in a spreadsheet are very common ways P.I. are accidentally shared.

## II.E.f. KSBA Procedure Update #39--2nd Reading

## II.E.g. Monthly Financial Report

## III. Action Agenda

### III.A. Set 2016-17 Tax Rate

**Order #16-193 - Motion Failed:** Mr. Strong's recommendation to approve Real Estate Property Tax 66.8 cents; Tangible Property Tax 66.8 cents; Motor Vehicle Tax 55.0 cents and .2 cents has been added to above property rates to recover prior year losses due to exonerations failed with a motion by Ms. Jolieen Bertram and a second by Mr. Elmer Utz

**VOTE: Spence-Yes; Bertram-No; Griffin-Yes; Nordheim-No, Utz-No  
Motion Failed**

**Order #16-194 - Motion Passed:** To accept the compensating rate of Real Estate Property Tax 64.3 cents; Tangible Property Tax 64.3 cents; Motor Vehicle Tax 55.0 cents and .2 cents has been added to above property rates to recover prior year losses due to exonerations passed with a motion by Ms. Jolieen Bertram and a second by Mr. Elmer Utz.

**VOTE: Spence-No; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

### III.B. Extra-Curricular Field Trip Allocation

**Order #16-195 - Motion Passed:** Superintendent Strong's recommendation to accept the extracurricular field trip allocation passed with a motion by Ms. Cheri Griffin and a second by Ms. Jolieen Bertram.

**VOTE: Spence-No; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

### **III.C. After School Program SES/NES**

Information was shared regarding the SES/NES afterschool programs regarding time frames and extension of time with additional pay. There is not enough interest to operate at SES. NES Center will close at 6 pm. Past that will cost more for parents.

**No Action Taken**

### **III.D. Psychological Evaluation Services Contract**

**Order #16-196 - Motion Passed:** Superintendent Strong's recommendation to accept the psychological evaluation services contract passed with a motion by Ms. Cheri Griffin and a second by Mr. Elmer Utz.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

### **III.E. Preschool Program**

**Order #16-197- Motion Passed:** Superintendent Strong's recommendation to accept the changes in the Preschool program with an alternating day program beginning this year passed with a motion by Ms. Cheri Griffin and a second by Dr. Shawn Nordheim.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

### **III.F. Preschool Tuition**

**Order #16-198 - Motion Passed:** Superintendent Strong's recommendation to accept the preschool tuition rate passed with a motion by Ms. Jolieen Bertram and a second by Mr. Elmer Utz

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

### **III.G. 2016-17 Out-of-District Tuition**

**Order #16-199 - Motion Passed:** Superintendent Strong's recommendation to accept the out of district tuition passed with a motion by Ms. Jolieen Bertram and a second by Ms. Cheri Griffin.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

### **III.H. AirEvac Lifeteam/AirMedCare Network**

**Order #16-200 - Motion Passed:** Superintendent Strong's recommendation to allow the district employees to participate in the AirEvac Lifeteam/AirMedCare Network plan as a volunteer payroll deduction passed with a motion by Dr. Shawn Nordheim and a second by Ms. Jolieen Bertram.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

### **III.I. Debra-Kuempel Preventive Maintenance Contract**

**Order #16-201- Motion Passed:** Superintendent Strong's recommendation to accept the Debra-Kuempel Preventive Maintenance Contract passed with a motion by Mr. Elmer Utz and a second by Ms. Cheri Griffin.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

### **III.J. Pendleton County Recreation Commission Annual Agreement**

**Order #16-202 - Motion Passed:** Superintendent Strong's recommendation to accept Pendleton County Recreation Commission Annual Agreement passed with a motion by Mr. Elmer Utz and a second by Dr. Shawn Nordheim.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

## **IV. Consent Agenda**

**Order #16-203 - Motion Passed:** Superintendent Strong's recommendation to accept the Consent Agenda passed with a motion by Ms. Jolieen Bertram and a second by Dr. Shawn Nordheim.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

### **IV.A. Board Meeting Minutes**

### **IV.B. Orders of the Treasurer**

### **IV.C. Treasurer' Report**



#### IV.D. Leave of Absence Requests

### BOARD MEMO

DATE: 8/18/2016  
TO: Mr. Strong & Board Members  
FR: Jan Johnston  
RE: Leave of Absence Request

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A request for Leave of Absence has been received from the following:

Shirley McClanahan – DSS Bus Driver – The request for FMLA leave of absence will begin approximately Aug 4, 2016 and will end approximately October 17, 2016.

I recommend that the Board approve

Name: Jan Johnston  
Title: Executive Director of Finance/Human Resources

#### IV.E. Appointment to Northern Ky Cooperative/Educational Services Board of Directors

##### NORTHERN KENTUCKY COOPERATIVE FOR EDUCATIONAL SERVICES NOTIFICATION OF REPRESENTATIVE TO THE BOARD OF DIRECTORS

The undersigned member in accordance with the By-Laws hereby designates Anthony Strong as its representative, and Laura Pugh as second alternate representative to serve until a successor is duly appointed and the Secretary of the corporation is notified in writing.

IN WITNESS WHEREOF, the undersigned member has hereunto set its hand pursuant to resolution duly adopted this 18 day of August, 2016.

Pendleton County School District

By: \_\_\_\_\_

Title: Board Chairperson

#### IV.F. 2016-17 Daily Schedules of NES/SES/SMS/PHS

#### IV.G. District Chairpersons for IEP & Section 504 Meeting

# IV.H. Wool Festival Bus Agreement

## LEASE AGREEMENT

This Agreement is executed on this the 18th day of August, 2016 by and between the Pendleton Board of Education, referred to as the "Lessor" and the Kentucky Wool Festival of Pendleton County, Inc., referred to as the "Lessee".

The Lessor, in consideration of the covenants to be performed by the Lessee, and the Lessee, in consideration of the property provided for use and covenants to be performed by the Lessor, agree to the following:

1. **Buses and Term:** The Lessor agrees to provide, and the Lessee agrees to accept, 12 Pendleton County School Buses for use during the Kentucky Wool Festival. The term of said occupancy shall commence at 9:00 a.m. on October 8, 2016 and end at 8:00 p.m. on October 9, 2016, unless sooner terminated as provided for in this Agreement. The Lessee shall utilize no other facilities or personal property of the Lessor.

2. **Use:** Occupancy of the above-described buses is on the following conditions: The buses are to be used and occupied solely for the purpose of transportation during the Wool Festival during the dates set forth above. The buses may be used for no other purpose(s). The buses will not be used for any unlawful purpose. Lessee will cause no damage to the buses and will return said buses in as good a condition as clean as they are now, except for ordinary wear and tear.

The use of drugs or alcoholic beverages on board the buses is prohibited. Smoking is prohibited also.

3. **Rules and Regulations:** In addition to the rules and regulations set forth in this Rental Agreement, the Lessor may adopt other rules and regulations concerning the Lessee's use and occupancy of the buses. The Lessee specifically agrees to follow the direction of the Pendleton County Board of Education and the Director of Transportation regarding rules and regulations to be followed, and with regard to any other request that shall be made in furtherance of efficient administration of education. The rules and regulations that apply at this time are: The Lessee will remove all litter on the buses whether caused by the Lessee or some other party and will remove all trash, rubbish and garbage to the appropriate receptacles at the close of each day. The Lessee shall solely be responsible for the supervision of all participants and patrons that ride the buses.

4. **Termination and Renewal:** If the Lessee violates any term of this Agreement, the Lessor may terminate this Agreement upon the giving of oral notice to the Lessee specifying the acts and omissions constituting the breach by the Lessee. If the breach is not remedied immediately, then the Agreement shall terminate automatically and the Lessee shall return the buses. The failure of the Lessor to exercise the option to terminate shall not constitute a waiver of the right to exercise the same at any other time.

5. **Care of the Buses:** The Lessee will take special care that no damage happens to the buses, and that the buses are kept in good order and condition; the Lessee will give written notice to the Lessor of any defects or breakage therein; the Lessee will be liable for any repairs necessitated by the Lessee's use and will pay for such repairs upon receipt of a bill for same. The Lessee shall at all times keep the buses in a neat and clean condition.

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Lessor:  
a. Pendleton County Board of Education  
Attn: Superintendent  
2525 Highway 27 N  
Falmouth, KY 41040

Lessee  
a. The Kentucky Wool Festival of Pendleton County, Inc.  
Attn: Dennis Moneyton  
48 Concord-Caddo Road  
Falmouth, KY 41040

13. **Rent:** Lessee shall pay to Lessor any and all expenses associated with this agreement, including, but not limited to, fuel, salary, including benefits of certified bus drivers, and any other expenses associated with the use of the buses at this event. Lessee shall obtain and provide insurance for any and all buses used by Lessee in connection with this Agreement at Lessee's own expense.

All references in this Agreement to the singular shall include the plural and all references to the masculine shall include the feminine.

DATED on the day and year set forth above.

Pendleton County Board of Education  
By Its Superintendent, R. Anthony Strong

The Kentucky Wool Festival of Pendleton Co., Inc.  
By Its Registered Agent, Dennis Moneyton

6. **Alterations and Improvements:** The Lessee shall not make any alterations, improvements, or additions to the buses without the written permission of the Lessor.

7. **Release of Liability and Indemnity:** The Lessee releases the Lessor from liability for any loss or damage to any person or thing on the buses, however occurring and the Lessor will not be liable for loss or damage to the person or property of the Lessee or any other person on the buses resulting from any cause whatsoever other than that caused by the Lessor's willful negligence. The Lessee shall promptly procure, at its cost alone, liability insurance on behalf of itself and the Lessor, as a named co-insured, to be provided during the term of the Agreement. This insurance shall contain limits of \$2,000,000.00 for bodily injury and \$100,000 for property damage. A copy of this insurance certificate shall be filed with the Lessor prior to the date the Lessee uses the buses. It is agreed and understood by both parties that liability the Lessor and responsibility the Lessor for any claims that may arise from the use of the buses is expressly denied, that this release paragraph is intended to and does cover all known losses and damages, if any, and any future losses and damages not now known or anticipated, which may later develop or be discovered, including all the effects and consequences thereof.

Lessee hereby agrees that it will at all times indemnify and hold and save harmless the Lessor from and against any and all actions, claims, demands, liabilities, losses or damages of any kind or nature whatsoever which may arise at any time in any way connected with or growing out of or arising from the use of the buses or this Agreement or any claim made thereon, actions, causes of action or suits of any kind and Lessee further agrees to reimburse and make good any loss or damages or costs, including reasonable attorneys' fees, that the Lessor may have to pay if any litigation should arise in the future on account of any claims made by any person or entity relating in any way to this Agreement.

8. **Condition of the Buses:** The Lessor has not made any representations or promises with respect to the buses as expressly set forth in this Agreement and the Lessee acknowledges that it has examined the buses and takes the same in their present condition; the taking of possession of the buses by the Lessee shall be conclusive that the buses and the buses are in satisfactory condition at the time possession is taken.

9. **Severability:** If any clause, term or provision of this Rental Agreement is deemed to be illegal, unenforceable or against public policy by any court, the validity of the remaining portions or provisions shall not be affected thereby.

10. **Miscellaneous:** This Agreement shall be governed by the laws of the Commonwealth of Kentucky both as to interpretation and performance. The Lessee will not transfer or assign this Agreement or sublet the whole or any part of the buses. Lessee is responsible for providing its own insurance for any property belonging to it. Upon the termination of this Rental Agreement, all keys must be returned to the Lessor by the Lessee. The term "Lessor" as it is used herein shall include the Pendleton County Board of Education, its past, present and future board members, superintendents, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors in interest(s), and any and all other persons, firms or corporations with whom any of the former have been, are now or may hereinafter be affiliated, their representatives, agents, administrators, executors, personal representatives, successors in interest(s), heirs or assigns.

11. **Addresses:**

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#### IV.I. Meals for NKCAC Head Start

### BOARD MEMO

**DATE:** 8/11/2016  
**TO:** Mr. Strong & Board Members  
**FR:** Lisa Mitchell  
**RE:** Providing Meals for NKCAC Head Start

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In an effort to work with organizations within Pendleton County, the NKCAC Head Start would like for us to provide meals at lunchtime again this school year. Through an agreement between Pendleton County Food Services and NKCAC Head Start, Pendleton County Schools will provide meals (excluding milk) to the NKCAC Head Start program. The reimbursement for these meals must be based on the established Federal Reimbursement Rate and Commodities Rate, which means each meal will be reimbursed at a \$2.90 rate. The NKCAC is responsible for picking up the lunches. NKCAC is also subject to Pendleton County School's calendar.

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#### IV.J. Appointment to Recreation Commission Board

#### V. Executive Session

**Order #16-204 - Motion Passed:** Superintendent Strong's recommendation to go into Executive Session passed with a motion by Mr. Elmer Utz and a second by Ms. Jolieen Bertram.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

#### V.A. KRS 61.810(1)(b)- Future Purchase or Sale of Real Property

#### VI. Return from Executive Session --No action taken

**Order #16-205 - Motion Passed:** Recommendation to come out of Executive Session passed with a motion by Ms. Cheri Griffin and a second by Ms. Jolieen Bertram.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes**  
**Motion Carried**

## **VII. Adjournment**

**Order #16-206 - Motion Passed:** Mr. Strong's recommendation to adjourn the meeting passed with a motion by Ms. Jolieen Bertram and a second by Ms. Cheri Griffin.

**VOTE: Spence-Yes; Bertram-Yes; Griffin-Yes; Nordheim-Yes; Utz-Yes  
Motion Carried**

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Board Chairperson

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Board Secretary