

BOARD OF EDUCATION REGULAR MEETING

February 12, 2020

The Board of Education met in regular session on February 12, 2020, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Patty Rothe, Andrea Tipping, Jeff Burrow, and Chris Wagner

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board entered into executive session at 7:01 p.m. in accordance with (O.R.C. 121.99 G) for the consideration of (a) Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

The Board returned to general session at 7:20 p.m.

Mrs. Rothe presented her legislative report.

Assistant Superintendent, Kyle Uhrig, presented in the absence of Mr. Davis and reported to the Board regarding District Student Services including the newly established Behavioral Team at CES.

Treasurer, Kristen Rhoads, presented her report to the Board.

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the agreement between Circleville City Schools and Mathew Hafey for security services beginning February 3, 2020 through March 12, 2020.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the following minutes.

- December 11, 2019 minutes, as Corrected
- January 8, 2020, Organizational Meeting, as presented
- January 8, 2020, Regular Meeting, as presented

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner - yes

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On motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the following personnel items, as presented:

- Keith Shoemaker substitute custodian
- Lisa McNairy substitute custodian

2019-2020

Supplementals:

- Jonathan Davis CHS Interact Club Advisor
Volunteer

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner - yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the requests for unpaid leave, as presented

- Alexandria Davis 40 days beginning February 12, 2020
- Lisa Powers Friday, February 14, 2020 (½ day)

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner - yes

On a motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the overnight trip to Disney Orlando on March 25 -30, 2021, for CHS Band, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Tipping, seconded by Mr. Wagner, the Board approved the Contract with Security Voice for One Call Now Services, as presented: (1- year contract, March 1, 2020, to February 28, 2021)

1. Service

- a. School may utilize the OCN Service, and as may be improved or modified by SV, to deliver messages to its students, families and staff.

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2. Service Level Guarantee

- a. **Service Level Agreement (SLA):** SV will guarantee 100% uptime for website, phone and SMS systems using multiple secure colo facilities and triple redundant hardware systems. SV and OCN agree to have available a minimum of 8,000 phone channels shared among all clients and routed through at least 15 different carriers to deliver maximum volume of voice calls to destination area. One Call Now's SMS Gateways serve 99.6% of US cell phones handling 3,000 2-way SMS text messages per minute.
- b. **Fast Delivery Commitment for priority calls:**
 - i. For emergency or lockdown calls, SV's OCN service will dial all numbers for every student and staff member within 30 minutes for an entire district and 10 minutes for any single school.
 - ii. For inclement weather delays or closings, SV's OCN service will dial the primary number for every student and staff member within 45 minutes.
 - iii. All SMS text messages will be sent within ten (10) minutes.
 - iv. **Rural Area Limitations:** The local destination telephone company must have sufficient inbound line capacity to handle delivery and routing of calls within Fast Delivery Commitment time frame. The OCN service adjusts call pacing to maximize delivery speed, yet minimize 'system busy' or undeliverable calls due to local telephone company capacity limitations. These settings may be reviewed with One Call Now Gold Support technical services team.
- c. **Failure to meet the Service Level Agreement and Fast Delivery Commitment, upon request from school within ten days of such priority call and examination of SV records, will result in a one-time credit of 5% of the annual service fee to school from SV.**

3. Term, Price Assurance and Continuation

- a. This agreement is for term as selected on Service Plan Summary page.
- b. Service fee is due at beginning of term, and annually thereafter, payable Net 30.
- c. **Commitment dependent on annual budget approval:** Should School be unable to budget for a notification system, this agreement may be cancelled for the following year(s) with no penalty.
- d. There will be no price increases during the initial service term for same feature set.
- e. SV will issue annual payment notice and advance invoice 90 days prior to agreement anniversary date. Each annual payment will authorize SV to extend commitment for an additional year, at current price. School may request that commitment NOT be extended with 45 days notice prior to agreement anniversary date; however, renewal will be at then current pricing.
- f. School will pay to SV the annual service fee indicated in the Service Plan Summary, plus any FCC, state, county or local telephony charges, fees and associated regulatory charges which are billed as a single 3% Regulatory Recovery Fee.
- g. **Enrollment Adjustments:** Annual Service Fee payable to SV is adjusted annually to reflect then current student census. Enrollment census may vary during any term year with no charge for increases, nor credit for decreases, of up to 2% of current term enrollment census.

4. School Responsibilities

- a. Provide staff and student contact, attendance and lunch card data in one of our defined formats and then manage changes, additions, and deletions for that data using tools provided by the OCN service.
- b. School will make available an information technology administrator or designated individual to properly set up SIS integration processes to maintain staff and student data.

5. Do Not Call Requests

- a. OCN service provides recipients with multiple means to manage or opt out selected contact points (numbers and email addresses) from receiving messages from the OCN system.
- b. Upon such opt-out request, OCN service will stop delivering messages to those contact points and will inform the School of all such requests.

6. Limitation of Liability

- a. Neither SV and OCN nor its officers, employees, agents, affiliates, partners, sponsors, or service providers will be liable for any damages or injury caused by and including, but not limited to, any failure of performance, interruption, defect, delay in operation of transmission, computer virus, or line failure with respect to the performance of the Service.
- b. SV and OCN agree to carry liability insurance with minimum amounts of coverage of \$1,000,000 per occurrence and will indemnify and defend School from any and all claims that may be asserted against School by any third party for any negligence of SV and OCN. In no event will the total liability of SV and OCN for any damages incurred by the School exceed the amount of SV and OCN's liability insurance coverage as set forth in this paragraph regardless of the form of action, whether based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.
- c. The parties acknowledge and agree that this section is an essential element of the agreement and that in its absence, the economic terms of this agreement would be substantially different.

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7. Service Agreement and Privacy Policy

- a. This agreement replaces and supersedes the Service Agreement and Privacy Policy on the OCN web site.
- b. School represents that it is authorized, or will obtain authorization, to send messages to intended recipients via any communication means utilized through by the OCN service.
- c. SV and OCN will maintain the confidentiality of the personally identifiable information of all School information. SV and OCN will not sell, lease, rent or give any personal information about School or students and families, their phone numbers, email addresses or messages to any third party. We may use other companies to provide services to you on our behalf. In such cases, we have contracts in place that hold these companies to the same high standards of confidentiality by which we are governed and require that any information provided by us be kept strictly confidential. SV and OCN will not release personal information unless we have a legal obligation to do so.

8. Miscellaneous

- a. This agreement will be governed and interpreted in accordance with state law in School's state without giving effect to the state's conflict of law principles. If a dispute occurs, both parties agree to resolve them through mediation.
- b. Neither party will be liable for failure to perform its obligations under this agreement if such failure results from any event outside the reasonably foreseeable control of that party, i.e. an event of force majeure. Nothing in this agreement is intended to confer any legally enforceable rights upon any third party. Any notice must be given in writing and sent by certified or registered mail. Each party will defend, indemnify and hold harmless, the other party, its successors and assigns, officers, directors, employees, and agents, from and against any and all liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of (a) the breach by the indemnifying party of any provision of this agreement; (b) the breach by the indemnifying party of any of its covenants or representations hereunder; or (c) any willful, unlawful or negligent act or omission by the indemnifying party. The parties can amend this agreement only by a written document signed by both parties. The agreement may be executed in counterparts and is the complete agreement between the parties regarding the subject matter contained here, and supersedes all prior agreements. If any terms are deemed to be unenforceable, the remaining provisions will remain effective.
- c. Acquisition of SV and/or OCN: In the event that SV or OCN, or substantially all of its school notification assets are acquired, you consent to the transfer of your agreement and information as one of the transferred assets, to be used only as defined and under the limits outlined above.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved Circleville City Schools continued participation in Ohio High School Athletic Association for 2020 - 2021 school year.

WHEREAS, Circleville City Schools of 388 Clark Drive, Circleville, 43113, Pickaway County, Ohio has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not for profit; and

WHEREAS, the Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7 – 12 grade level under their jurisdiction to be voluntary members of the OHSAA;

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NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that Circleville Middle School and Circleville High School do hereby voluntarily renew their membership in the OHSAA and that in doing so. The Constitution and Bylaws of the OHSAA and hereby adopted by the Board and for its own minimum student-athlete eligibility requirements. Notwithstanding the foregoing, the Board does reserve the right to raise the student-athlete eligibility standards as the Board deems appropriate for the schools and students under its jurisdiction; and that the schools under this Board's jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulation, interpretations, and decisions of the OHSAA and to cooperate fully and timely with the Commissioner's office of the OHSAA in all matter related to the interscholastic athletic programs of the schools.

FUTHERMORE, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, and Sport Regulations and the interpretations and rulings rendered by the Commissioner's Office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, and suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Tipping, seconded by Mr. Burrow, the Board approved the addendum to the contract with SC Strategic Solutions. The addition is for comprehensive services and software, as presented:

The following is intended as an addendum to the previously submitted contract for comprehensive scanning services and software. All other details shall remain at the same rates as stated in the original contract.

Accounts Payable Module with USAS Integration (Includes all items below) \$4,620 per year

- Site License with Unlimited Users
- Unlimited Requestor's and Approvers for all Requisitions
- Integration with USAS
- Invoice Processing with "OK to Pay" and "Then & Now" Features
- Ability to Create Checks and Purchase Orders from System
- 1 SCSan Software Installation for Invoice Scanning (\$995)
- High Speed Fujitsu Scanner Fujitsu Fi-7030 (\$700)

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the Board approved contract with Rumpke of Ohio for waste removal and recycling (2020 - 2023), as presented:

TERMS AND CONDITIONS OF AGREEMENT

- SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.
- WASTE MATERIALS:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables generated by the Customer ("Waste Material") except that Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.
- TERM:** The initial term of this Agreement is three years from the later of: 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

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(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional premiums or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

(5) **CHANGES:** Changes in the rate, type, size and amount of equipment and frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

(6) **EQUIPMENT RESPONSIBILITY:** Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collection, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement. Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.

(7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.

(8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate unduplicated by 6, plus a container removal fee of \$100 per container.

(9) **PAYMENT:** Customer agrees to pay all amounts due NET 10 days, with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

(10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.

(11) **RIGHT TO COMPETE:** Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Addendum A

Locations with service and pricing as follows:

- 24-0066096, Circleville High School
(2) 8 Yard MSW containers, serviced three times a week at \$236.25 per month per container.
(1) 6 Yard MSW container, serviced three times a week at \$177.34 per month.
(6) 95 Gallon MSW Cart, leased at \$3.00 per month per cart.
- 20-0103755, Circleville High School
(2) 8 Yard Com Mix Recycling containers, serviced once a week at \$14.03 per month per container
- 24-0121178, Circleville High School/Field House
(1) 8 Yard MSW container, serviced two times a week at 217.53 per month.
- 24-0126224, Athletic Complex
(1) 4 Yard MSW container, serviced one time a week at \$132.69 per month.
- 24-0120210, Circleville Elementary School
(2) 8 Yard MSW container, serviced four times a week at \$228.97 per month per container.
(1) 8 Yard MSW container, serviced four times a week at \$183.73 per month.
- 20-0106974, Circleville Elementary School
(1) 8 Yard Com Mix container, serviced two times a week at \$216.64 per month.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the purchase of Chromebooks charging carts and cases from Firefly Computers, LLC, as presented: (purchased with Permanent Improvement Funds)

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

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On a motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the following Treasurer's items as presented:

Reports:

- Financial Reports - January, 2020
- Warrants - January, 2020

Establishment of Fund:

- CHS Interact Club - 200-9004

Requisitions Over \$5,000:

- TYLER TECHNOLOGIES - tech support - \$5,806.73
- KINDRED SPIRITS INVESTMENTS - management fees - \$11,057.26
- HILLYARD - floor scrubber CES kitchen - \$5,100.00
- CUSTOM MAINTENANCE - bus maintenance and service - \$15,000.00
- FIREFLY COMPUTERS - Chromebook charging carts and cases - \$20,787.00
- PICCA - transportation for special need students - \$20,000.00
- FRONTLINE PLACEMENT TECHNOLOGIES - unlimited usage FY2020 - 2021 - \$6,080.34
- DIANNE MCCUNE - 2019-2020 writing intervention PD - \$9,999.00
- PRODIGY - 2020 Washington D.C. Trip - \$8,370.00

After the Facts:

- RICHARD WALTERS - fuel reimbursement - \$10.00
- WALMART - concession supplies - \$100.00
- UNION SCIOTO LOCAL SCHOOL DISTRICT - volleyball entry fee - \$165.00
- THOMPSON REFRIGERATION - repairs at CES - \$1,273.50
- NAVIANCE - ACT - ACT prep - \$1,718.09
- ARBOR COUNSELING - counseling services at New Hope (paid with New Hope Auxiliary Grant Funds) - \$1,140.00
- JANET WASTIER - concessions supplies - \$200.00
- MORGAN PHILLIPS - Blue Jackets tickets (CMS Career Day) - \$90.00
- RED BARN SILK SCREEN - hall of fame plaque - \$10.00
- JERRY MOGAN - membership dues 2020 Ohio Association for Pupil Transportation - \$35.00
- MATTHEW HAFEY - security services - \$5,824.00

Student Activity Budget and Philosophy for the 2019 - 2020 School Year:

- CHS Interact Club - Budget & Philosophy
- CHS Student Council - Budget Revision

Donations:

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- David Crawford - CHS Interact Club - \$100
- Community United Methodist Church - CHS Club Future - \$1,040
- Stephen & Marcia Helwagen - CCS Athletics - \$50
- Good Shepherd United Methodist Church - CES for student needs - \$100

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Burrow, seconded by Mr. Wagner, the board voted to adjourn the meeting at 8:02 p.m.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes



President

ATTEST



Treasurer