

The Conotton Valley Union Local School District Board of Education met in Regular session on Thursday, October 15, 2020, at 7:00 P.M. at the Conotton Valley Administrative Office.

Present at roll call were Debbie Carrothers, Rob Higgenbotham, Logan Putnam, Chris Bower entered at 7:09 and Kevin Willoughby was absent.

Also present was Superintendent Jerry T. Herman, Treasurer Denise Ketchum, Jacquie Humphrey, Bill Love, Kelly Ricklic, Jon Stuck, Danielle Caldwell, Mike Wright, Robin King, Lindsay McGarry and Pilar Gonzalez.

Public Participation- Mr. Wright and Mrs. Caldwell gave a presentation on e-learning in the district.

B.O.E. Member Reports- Mr. Higgenbotham read a statement from an individual. Mr. Herman read a statement from Mr. Willoughby, Mr. Love gave a report on the RC fitness center and bowling alley and Mr. Ricklic gave an update on the construction of the RC to date.

Superintendent and Buckeye Career Center Reports-None

Treasurer's Report-

Mrs. Ketchum gave a report of the costs paid to date for the Rocket center Project, and the Parking lot Projects. Discussed millage and the amount a "mill" would generate for the district. A report of the 5 year forecast was also given.

**20-096**

### **Approval of Minutes**

Mr. Higgenbotham moved and Mr. Putnam seconded to approve the minutes of the September, 2020, regular Board of Education meeting.

### **Financial Report**

The September 2020 financial report, with expenditures totaling \$ 1,969,803.93, is requested. Mutual fund balances on September 30, 2020, were \$ 2,236,255.06 in Unified Bank and \$ 4,557,673.34, in Star Ohio, earning an average annual yield of .20%. The balance in the Star Construction Fund at September 30, 2020, was \$ 5,089,149.14 also earning an average annual yield of .20% and the balance in the US Bank Account at September 30, 2020, was \$ 17,328,468.99, earning an average yield of .74%.

## Payment of Bills

The payment of bills.

At roll call

Ayes: Mr. Higgenbotham, Mr. Putnam, Mr. Bower and Mrs. Carrothers

Nays: None

Abstain: None

Motion Carries

### 20-097

### 5 Year Forecast

Mrs. Carrothers moved and Mr. Putnam seconded to approve the 5 year forecast pursuant to Article 3301-92-04 of the Ohio Administrative Code.

At roll call

Ayes: Mrs. Carrothers, Mr. Putnam, Mr. Bower and Mr. Higgenbotham

Nays: None

Abstain: None

Motion Carries

### 20-098

### New Business/Consent Agenda

Mr. Higgenbotham moved and Mrs. Carrothers seconded to approve the second and final reading of the following Board policy updates:

1530	Evaluation of Principals and Other Administrators
2270	Religion in the Curriculum
3124	Employment Contract
5200	Attendance
5517.02	Deletion of Sexual Violence
5610	Removal, Suspension, Expulsion, and Permanent Exclusions Of Students
5611	Due Process Rights
6144	Investments
6152	Student Fees, Fines, and Charges
6152.01	Waiver of School Fees For Instructional Materials
6325	Procurement - Federal Grants/Funds
8450.01	Proactive Facial Coverings During Pandemic/Epidemic Events
8800	Religious/Patriotic Ceremonies and Observances

The supplemental employment of Scott Minor as Sixth Grade Advisor at a salary of \$565.97

The addition of Monica Imes as a substitute cook, custodian and secretary for the 2020-2021 school year, pending completion of all state and local requirements.

Michael Heavilin as a volunteer bowling coach for the 2020-2021 school year, pending completion of all state and local requirements.

A continuing contract status to Jennifer Wilson. The office of the Superintendent has confirmed that Jennifer Wilson meets all of the requirements of O.R.C §3319.11 and is eligible for continuing contract status.

To apply for a Best Buy Credit Card for technology purchases.

Ashlee Slutz as a student teacher for observation beginning the month of February 2021.

The following Student Activity Budgets for the 2020-2021 School Year.

Volleyball	Baseball	Class of 2026
Girls Track	Girls Basketball	HS Cheerleading
Boys Track	Golf	Wrestling
Boys CC	Girls CC	JH Cheer
Class of 2024	Academic Challenge	National Honor Society
Class of 2023		

A stipend of \$1,750 for bus aide, Lila Booth for the 2020-2021 school year as related to the alternative pay scale.

At roll call

Ayes: Mr. Higgenbotham, Mrs. Carrothers, Mr. Bower and Mr. Putnam

Nays: None

Abstain: None

Motion Carries

## **20-099**

### **New Business/Consent Agenda Cont.**

Mr. Putnam moved and Mrs. Carrothers seconded to approve the Driver Education Agreement between Conotton Valley Union Local Schools and the ECO Educational Service Center for the 2020-2021 school year, as presented.

A (2) year contract with Paramount Preferred Solutions Inc. (Partnering with ECOESC) to provide FMLA administrative services at a cost of \$1020.00 per year. The contract will automatically renew each year after the initial 2 years.

At roll call

Ayes: Mr. Putnam, Mrs. Carrothers, and Mr. Bower

Nays: None

Abstain: Mr. Higgenbotham

Motion Carries

## **20-100**

### **New Business/Consent Agenda Cont**

Mr. Higgenbotham moved and Mr. Putnam seconded to approve the amended proposal from Tucson, Inc. for work on the South parking lot at the high school, at a cost of \$280,990, as presented.

At roll call

Ayes: Mr. Higgenbotham, Mr. Putnam, Mr. Bower and Mrs. Carrothers

Nays: None

Abstain: None

Motion Carries

## **20-101**

### **New Business - Addendum**

Mr. Putnam moved and Mr. Higgenbotham seconded to approve the proposal from Contech Engineered Solutions for a footbridge from the south parking lot to the Rocket Center at a cost of \$29,000 as presented.

Amend Resolution 20-078 to employ Keith Imes as the JV Girls Basketball Coach for the 2020-2021 school year at a stipend of \$3,018.48 in place of the JH Girls Basketball Coach.

A supplemental contract to Carly Caldwell as the JH Girls Basketball Coach for the 2020-2021 school year at a stipend of \$2,452.52

Michelle Johnson as a Tutor for grades K-2 at a rate of \$25 per hour per the CVEA's negotiated agreement, as needed.

The following tuition reimbursements:

Lindsay McGarry	(7) Semester Hours	\$1,750
Dave DiDonato	(6) Semester Hours	\$ 838
Jennifer Wilson	(9) Semester Hours	\$2,250
Robyn King	(6) Semester Hours	\$1,198
Margaret Corp	(9) Semester Hours	\$1,260
Jennifer Hiles	(9) Semester Hours	\$2,250

Student Activity Budgets

Class of 2022

Class of 2027

The Interagency Agreement between Harcatus Head Start and Conotton Valley Schools for the 2020-2021 school year, as presented.

The Transition Agreement between Harcatus Head Start and Conotton Valley Schools for the 2020-2021 school year, as presented.

At roll call

Ayes: Mr. Putnam, Mr. Higgenbotham, Mr. Bower and Mrs. Carrothers

Nays: None

Abstain: None

Motion Carries

### **20-102**

### **New Business – Addendum Cont.**

Mr. Putnam moved and Mr. Bower seconded to Award the North Parking Lot Lighting project to Wood Electric at a cost of \$34,477, as presented.

At roll call

Ayes: Mr. Putnam, Mr. Bower, Mrs. Carrothers, and Mr. Higgenbotham

Nays: None

Abstain: None

Motion Carries

### **20-103**

### **New Business – Addendum Cont.**

Mr. Higgenbotham moved and Mrs. Carrothers seconded to approve the following

#### **MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

This Agreement is hereby made by and between Unified Bank, a commercial bank organized under the laws of the State of Ohio (the “Bank”) and the Conotton Valley Union Local School District (the “Public Unit”) to be designated as a depository by the Public Unit pursuant to Chapter 135 of the Ohio Revised Code (the “Ohio Uniform Depository Act”) in accordance with a written proposal submitted by the Bank to the Public Unit.

WHEREAS, the Bank is a banking corporation under the laws of the State of Ohio, located and doing business under authority granted by the Ohio Division of Financial Institutions within the City of Martins Ferry, in Belmont County, Ohio;

WHEREAS, said Bank is eligible to serve as a depository for public moneys (“Deposits”) pursuant to the Ohio Uniform Depository Act and is permitted by all applicable law and regulations to pledge collateral in compliance with the Ohio Uniform Depository Act;

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Ohio Uniform Depository Act, offered to pledge and deposit with the State Treasurer of Ohio as security for the repayment of all Deposits in the Bank by said Public Unit, security of

the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in an amount required by the State Treasurer of Ohio, but not less than the amount required by Section 135.182(B) of the Revised Code;

WHEREAS, said Bank has elected to secure the uninsured portion of the Deposits of the Public Unit pursuant to the requirements of Section 135.182 of the Revised Code applicable to participation by authorized financial institutions in the Ohio Pooled Collateral Program (the "Program"); and

WHEREAS, the said Public Unit, has accepted the said proposal of said Bank, either as to the whole or part of the amount of Deposit proposed for, and has selected said Bank as one of its depositories for and during the period or periods of time set forth below for the following sum:

The maximum amount of such public moneys which the Public Unit desires to have on deposit with the Bank as active, interim, or inactive deposits at any one time during the period covered by this designation is Six Million Dollars (\$6,000,000.00).

NOW, THEREFORE, in consideration of the foregoing, said Bank hereby agrees to receive from said Public Unit the maximum sum of the Deposits thereof of Six Million Dollars (\$6,000,000.00) to be held in such account or accounts as determined by the parties hereto. In compliance with the applicable provisions of the Ohio Uniform Depository Act, the Bank agrees that it shall not receive or have on deposit, at any one, time public moneys, including public moneys as defined in Section 135.31 of the Revised Code, in an aggregate amount in excess of thirty percent (30%) of its total assets, as shown in its latest report to the Superintendent of the Ohio Division of Financial Institutions.

Said Bank further agrees that to secure the performance of its obligations hereunder and under said proposal, and the observance of all requirements of law applying to such Deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the State Treasurer of Ohio or it designated Trustee for the benefit of said Public Unit, eligible securities or obligations in an amount required by the State Treasurer of Ohio, but not less than the amount required by Section 135.182(B) of the Revised Code. Until otherwise amended in a writing signed by both the Bank and the Public Unit, the agreed upon collateral rate with respect to the uninsured Deposits of the Public Unit shall be the rate set forth under ORC § 135.182(B)(1)(a).

Said Bank further warrants each of the following with respect to the Program:

The Bank has been approved by the State Treasurer of Ohio to participate in the Program pursuant to the requirements of Section 135.182 of the Revised Code and has executed the applicable Terms and Conditions for participation in the Program;

The Bank and the State Treasurer of Ohio have entered into a Security Agreement for the Collateralization of Public Deposits (“Security Agreement”) which grants to the State Treasurer of Ohio a first priority security interest under the Ohio Uniform Commercial Code in the collateral pledged to secure Public Deposits held by the Bank (the “Collateral”), and that such Security Agreement will remain in full force and effect at all times during the term of this Agreement. An expressly stated purpose of the Security Agreement is to comply with the provisions of 12 USC § 1823(e) and Chapters 135 and 1309 of the Revised Code.

The Federal Home Loan Bank of Cincinnati has been appointed by the Bank to serve as trustee pursuant to Section 135.182(F) of the Revised Code to hold the Collateral on behalf of the State Treasurer of Ohio.

Said Bank further certifies that neither it nor or any of its directors, officers, employees, or controlling shareholders is currently a party to an active final or temporary cease-and-desist order issued by any applicable bank regulatory agency, and that it will comply in all aspects with the Ohio Uniform Depository Act and all applicable federal, state and local laws and regulations.

Said Bank further covenants and agrees that any or all the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Public Unit, executed by such authorized person(s) or Officer(s) and according to such procedure as said Public Unit may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment or by savings or deposit accounts, including, but not limited to, passbook accounts. If the Bank is awarded active deposits by the Public Unit pursuant to ORC § 135.10 which results in a banking services agreement between the Public Unit and the Bank, the terms of such banking services agreement will control with respect to the subject matter thereof.

Said Bank also agrees to file with the Treasurer of the Public Unit on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and said Public Unit, in consideration of the agreements of said Bank heretofore set forth, agrees that for and during the period of time beginning July 1, 2020, and ending December 31, 2020 (the “period of designation”), both inclusive, it will and does designate said Bank as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Bank the full use, for its lawful and proper purposes, of the daily balances of the Deposits of said Public Unit held at the Bank; all pursuant and subject to the Ohio Uniform Depository Act and all amendments or supplements thereto, and to the terms of said Bank’s proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this

Agreement set forth. It is further agreed that this Agreement shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

Said Public Unit hereby consents to Bank's participation in the Program and acknowledges that this Agreement supersedes all prior agreements between Public Unit and the Bank regarding security for the Deposits of the Public Unit.

Said Public Unit hereby acknowledges that the Security Agreement provides the State Treasurer of Ohio with full control over the Collateral pursuant to ORC § 1308.24(D), including the right to sell the Collateral upon default of the Bank in accordance with Ohio law.

Said Public Unit hereby authorizes the Financial Institution to share its account information with the State Treasurer of Ohio or any of its designated agents to the full extent necessary or appropriate for Bank's participation in the Program in compliance with Ohio law.

Said Public Unit agrees to periodically review the balance of its Deposits reported by the Bank to the State Treasurer of Ohio to ensure the accuracy thereof

Upon execution by the Bank and Public Unit, this Agreement shall be binding, and all Deposits held by the Financial Institution during the period of designation shall be governed by the terms and conditions of this Agreement. All amendments to this Agreement must be approved in writing by all parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal or unenforceable provision were not contained herein.

Said Bank shall have no liability to the Public Unit under this Agreement in the absence of negligent, reckless, or willful misconduct on the part of itself or its agents. Any dispute arising pursuant to this Agreement, which cannot be mutually settled by the parties, must be filed in a court of competent jurisdiction in Belmont County, Ohio. The Bank's liability for damages, shall only be assessed by a court and/or a jury, and in any event, shall not exceed the total amount of direct damages incurred by the Public Unit.

At roll call

Ayes: Mr. Higgenbotham, Mrs. Carrothers, Mr. Bower, and Mr. Putnam

Nays: None

Abstain: None

Motion Carries



**20-104**

**Adjournment**

Mr. Putnam moved and Mr. Higgenbothan seconded to adjourn the meeting at 9:20 p.m.

At roll call

Ayes: Mr. Putnam, Mr. Higgenbotham, Mr. Bower, and Mrs. Carrothers

Nays: None

Abstain: None

Motion Carried