

Harrison Hills City School District Board of Education

Regular Meeting Held October 27, 2022

The Harrison Hills City Board of Education met in regular session on October 27, 2022 at 6:00 pm in the Auditorium of Harrison Central, Cadiz, OH. The following members were present: Mr. Watson, Mrs. Kenny, Mrs. Mattern, Mr. Banks and Mrs. Willis.

President Presides: Mr. Watson, president, led the board in the Pledge of Allegiance and called the meeting to order.

Approval of Minutes

Mrs. Kenny made the motion, seconded by Mrs. Mattern, that the board approve the minutes of September 29, 2022. On roll call vote: Mrs. Kenny, yes; Mrs. Mattern, yes; Mr. Banks, yes; Mrs. Willis, yes; Mr. Watson, yes. The president declared the motion approved.

Acceptance of Agenda and Addendum

Mrs. Willis made the motion, seconded by Mrs. Kenny, that the board approve the acceptance of the agenda and addendum. On roll call vote: Mrs. Mattern, yes; Mr. Banks, yes; Mrs. Willis, yes; Mr. Watson, yes; Mrs. Kenny, yes. The president declared the motion approved.

Treasurer's Report

Mr. Watson made the motion, seconded by Mr. Banks, that the board approve the following treasurer's report:

Financial: The financial report for the month of September, 2022 and the bank to book reconciliation.

Accounts Payable: The accounts payable for the month of October, 2022 with the following then and now certifications:

Page	Vendor	Invoice	Amount
4	Johnson Control, Inc	1-1213750	\$21,967.48
17	CTL Engineering of OH	128972	\$ 3,194.00
22	Panhandle Cleaning & Res.	SI-61540	\$26,810.78

On roll call vote: Mr. Banks, yes; Mrs. Willis, yes; Mr. Watson, yes; Mrs. Kenny, yes; Mrs. Mattern, yes. The president declared the motion approved.

School Report

Best Practice Grant: Amber from the Jefferson County ESC was there for the Recognition of the Best Practice Mini Grant Awards to: Rebecca Agostini – Stem Learning, Alisha Steele - Special Needs Leaning Movement Mats/books, and Misty Barker – “Wright Attitude”. Each teacher stood and gave brief overview of what their grant award would be used for.

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Mr. Todd Dunlap: Mr. Dunlap talked about the IXL program that was purchased this year. It is for PreK thru 12 and touches on all subjects. Diagnostic tests are given and then a learning plan is developed for whatever level they are at. There are many analytical reports that can be used by the teachers. He also provided a handout.

School Security

Mr. Mike Saffell-Director of Operations & Safety: A safety meeting was held last Tuesday. Discussion was held about ways to improve a few safety concerns. For example: traffic in the parking lot. Therefore, portable stops signs were purchased in an effort to slow traffic. Bus safety week was held for the elementary. The back fence is completed and the gate has been installed. The annual safety manual was reviewed by the safety committee and revisions were noted. There will be a full scale drill done in January. This does not mean it will be an active shooter drill.

Superintendent's Report/Correspondence

Mr. Morgan shared that October is National Principal month and wanted to highlight our administrators. They do it all and is very proud of them. The OCALE team met again and put together a comprehensive plan. The DLT met this month and looked at data and brought items forward. It is a very good group and the next meeting will be in December. Crisis prevention training was done and led by Kendall Behavioral.

Board Member Committee Reports:

Mr. Watson, athletic committee, almost all fall sports have finished except the football team. The next meeting is November 16.

Mr. Banks: Fall sports recognition is on November 21 at 7:00 pm for all fall sport athletes.

Mrs. Mattern: She did attend the safety meeting and also complimented the principals for their attendance at outside events.

Mrs. Kenny: The bell looks very nice. Next Friday there will be a blood drive and reminded everyone that participation helps us for a chance of receiving a \$500 scholarship.

Executive Session

Mrs. Mattern made the motion, seconded by Mr. Banks, that the board adjourn at 6:48 pm into executive session for the purpose of employment, confidential matters by federal law, federal rules, or state statute. On roll call vote: Mrs. Willis, yes; Mr. Watson, yes; Mrs. Kenny, yes; Mrs. Mattern, yes; Mr. Banks, yes. The president declared the motion approved. The president reconvened the meeting at 9:13 pm

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Mr. Watson asked that item F. be added to Business and Operations to approve a revision to the administrative salary and fringe benefit agreement.

Personnel

Upon the recommendation of the superintendent, Mrs. Kenny made the motion, seconded by Mr. Banks, that the following be approved:

- Resign/Carson: Approve the resignation of Tina Carson, Cook, 7 hours per day effective 9/30/2022
- Resign/Suppl: Approve the resignation of Rachel Morrison, supplemental, Volunteer Girls Basketball
- Resign/Suppl: Approve the resignation of Tammy Starr, supplemental, Spelling Bee Coordinator Elementary
- After School: Approve Maria Lopez for the after-school program for the 2022-2023 school year, to be used on an as-needed basis relative to student enrollment.
- Employ: Employ the following for the 2022/23 school year:
Tasha Geisey Educational Aide effective 10/10/2022
Kira Adams MH Aide effective 10/10/2022
- Confirm Assign: Confirm the assignment of the following staff for the 2022/23 school year:
Mandy Dulkoski Cook 7 hrs. per day eff 10/10/2022
Crystal Cole Cook 6 ½ hrs. per day eff 10/24/2022
Sandy Harrison Bus Driver 8 hrs. per day eff 10/03/2022
Terri Beadling Bus Aide 7 ½ hrs. per day eff 10/03/2022
- Supplemental: Approve the following supplementals for the 2022/23 school year:
Mike Valesko Baseball Varsity
AJ Barsch Baseball Varsity Assistant
Ian White Baseball Assistant
Brandon Mitchell Baseball Assistant
Madison Richards Basketball Assistant Girls
Hannah Warrington Basketball 7th Grade Assistant Girls
Alexia Dowdle Basketball 8th Grade Girls
Erin Smith Basketball 7th Grade Girls
Rachel Morrison Basketball 8th Grade Assistant Girls
Darrin Young Softball Varsity
Robbie Davia Softball Varsity Assistant
Scott Porter Softball Assistant
Tom Kenny Softball Assistant
Luke Turner Track Varsity Boys

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Ty Kenny	Track Varsity Girls
Ian Lowry	Track Varsity Assistant Boys
Megan Lowry	Track Varsity Assistant Girls
Orion Bengier	Track Junior High Boys
Madison Taylor	Spelling Bee Coordinator Elementary
Rachel Wood	Virtual Learning Language Arts/English 7-12
Ashley Doren	Play Director Non-Musical
Ashley Doren	Thespian Advisor
Ashley Doren	Play Director Musical
Bailie Ray	Play Director Assistant Non-Musical

Vol Suppl: Approve the following as volunteer supplementals for the 2022/23 school year:

Paige Richards	Varsity Girls Basketball
Derek Madzia	Varsity Baseball
Brian Gossett	Varsity Baseball
Phil Reed	Varsity Baseball
Sara Pelegreen	Varsity Softball
Donald Carson	Varsity Track
Brandon Haney	Varsity Track
Gregory (Chase) Clark	Varsity Track

Substitutes: Approve the following substitutes for the 2022/23 school year:

Emily Carman	Educational Aide
Vickie White	Teacher
Jessica Stinson	Educational Aide, Cafeteria, Secretary
Alex Smith	Custodian, Bus Driver
Melissa Hursey	Cafeteria
Deborah Stull	Cafeteria, Custodian, Bus Driver
Hannah Anderson	Teacher
Megan Kelley	Teacher
Sheila Pruneski	Cafeteria
Drake Dobson	Teacher

On roll call vote: Mr. Watson, yes; Mrs. Kenny, abstain on Tom and Ty Kenny, yes to all others; Mrs. Mattern, abstain on Tina Carson, yes to all others; Mr. Banks, yes; Mrs. Willis, yes. The president declared the motion approved.

Business & Operation

Upon the recommendation of the superintendent, Mrs. Willis made the motion, seconded by Mrs. Mattern, for the board to approve the following:

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Accept/Award Bid: Accept all bids submitted for the sale of the 2006 GMC Pick Up and award to John Visser of John's Lawn for \$1,250.00

Resolution Fed. Micro Purchasing:

Approve the resolution for self-certifying \$50,000 micro-purchase threshold for use of federal funds for FY23.

Resolution No. 10272201

SELF-CERTIFYING \$50,000.00 MICRO-PURCHASE THRESHOLD FOR USE OF FEDERAL FUNDS

The Treasurer recommends self-certifying a micro-purchase threshold of \$50,000 for expenditures of federal funds, consistent with the \$50,000 bidding threshold in R.C. 3313.46, in accordance with 2 C.F.R. § 200.320(a)(iii) and (iv).

Background:

1. The School District is, from time to time, the recipient of Federal grant funding (such "Federal Funds"), which it uses to purchase goods and services.
2. When using the Federal Funds, the School District must comply with the procurement requirements of the Uniform Guidance, including the use of approved procurement methods found in 2 CFR § 200.320.
3. 2 C.F.R. § 200.320(a)(ii) provides that the School District may award "micro-purchases" without soliciting competitive price or rate quotations, where the School District determines the price of such "micro-purchase" to be reasonable.
4. 2 C.F.R. § 200.320(a)(iii) and (iv) allow the School District to self-certify a "micro-purchase" threshold up to \$50,000 on an annual basis.
5. An increased micro-purchase threshold is justified because R.C. 3313.46 provides for a \$50,000 threshold for sealed bidding and having consistent thresholds will ensure consistency and efficiency in the School District's procurement processes and procedures; accordingly, consistent with the \$50,000 threshold of R.C. 3313.46, the School District will raise the micro-purchase threshold to \$50,000.
6. The School District shall maintain documentation related to all micro-purchases to be made available to the Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334.

The Board of Education hereby resolves as follows:

1. A \$50,000 micro-purchase threshold is consistent with the \$50,000 bidding threshold established in R.C. 3313.46.

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2. Such \$50,000 micro-purchase threshold is self-certified for any expenditure of Federal Funds, as permitted by 2 C.F.R. § 200.320(a)(iii) and (iv), for the current fiscal year.

2nd Reading:

Approve the second reading and adopt the following policies:

- 1.21 Complaints About Fellow Employees (New)
- 8.10 Uniform Federal Grant Guidance
- 8.17 Inventory & Disposal of Equipment with Federal Awards (New)

Settlement Agree:

Approve resolution 10272202 for the settlement agreement with Colaianni Construction Inc.

This Settlement Agreement (“Agreement”), when fully executed, shall be effective between Colaianni Construction, Inc. (“Colaianni”), and Harrison Hills City School District Board of Education (the “Board”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, Colaianni is an Ohio Corporation with its principal place of business located at 2141 State Route 150, Dillonvale, Ohio 43917; and

WHEREAS, the Board is a duly constituted Ohio political subdivision with its principal offices located at 100 Huskies Way, Cadiz, Ohio 43907; and

WHEREAS, the Board solicited bids for the Harrison Central Mazeroski Field Project (the “Project”); and

WHEREAS, the Board received bids from multiple contractors for the Project, including Colaianni; and

WHEREAS, the Board rejected all bids received for the Project pursuant to R.C. 153.12(A) as the bids exceeded the Architect’s estimate for the Project by more than ten percent (10%); and

WHEREAS, the Board declared an urgent necessity pursuant to R.C. 3313.46(A) and selected and contracted with another contractor to perform the Project; and

WHEREAS, a dispute has arisen between the Parties regarding the declaration of an urgent necessity, and the selection of another contractor to perform the Project; and

WHEREAS, on or about November 5, 2021, Colaianni filed suit in the Harrison County Court of Common Pleas captioned *Colaianni Construction, Inc. vs. Harrison Hills City School District Board of Education*, Case No. CVH 2021-0106 (the “Lawsuit”); and

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WHEREAS, Colaianni and the Board wish to resolve the dispute between them without the Parties admitting fault, liability, or responsibility and to dismiss the Lawsuit without any party admitting fault, liability, or responsibility.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Settlement Amount.** The Parties have agreed to compromise and settle the dispute between them for the consideration of payment by the Board to Colaianni in the total amount of \$16,828.80 (the "Settlement Amount").
2. **Settlement Amount Payment.** Hylant Group, Inc. will issue payment to Colaianni on the Board's behalf in the Settlement Amount within fourteen (14) days after execution of this Agreement by the Parties and the Board's receipt of Colaianni's completed and signed IRS Form W-9. The Parties acknowledge and agree that no additional monies shall be paid to or sought by Colaianni related to the Project or the Lawsuit. The Board acknowledges that it shall be responsible to issue the Settlement Amount should Hylant Group, Inc. fail to do so as described above.
3. **Board Release.** In consideration of the mutual covenants in this Agreement, the Board does hereby release and discharge Colaianni and its past, present and future officers, directors, agents, servants, employees, legal representatives, assigns, predecessors, and successors in interest, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which the Board ever had, now has, or which any successor or assign of the Board hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the effective date of this Agreement.
4. **Colaianni Release.** In consideration of the mutual covenants in this Agreement, Colaianni does hereby release and discharge the Board and its past, present and future board members, officers, directors, agents, servants, employees, insurers, legal representatives, assigns, predecessors, and successors in interest, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands

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whatsoever, in law or in equity, which Colaianni ever had, now has, or which any successor or assign of Colaianni hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the effective date of this Agreement.

5. **Representations and Warranties.** The Parties represent and warrant to each other that they are not aware of any third party or organization claiming to have or having any interest in the claims and causes of action resolved by this Agreement and that the Parties are the sole owners and holders of the claims released herein. Additionally, the Parties have not assigned, hypothecated, or otherwise transferred any interest in the claims and causes of action resolved by this Agreement. Colaianni further represents and warrants to the Board that Colaianni is not aware of any third party or organization who has asserted or may assert a claim or lien against the proceeds of the settlement memorialized by this Agreement.
6. **Dismissal.** Colaianni shall dismiss the Lawsuit with prejudice within seven (7) days of Colaianni's receipt of payment of the Settlement Amount, with each Party bearing its own court costs, litigation expenses, and attorney fees. A copy of the notice of dismissal to be filed by Colaianni in the Lawsuit is attached hereto as Exhibit A.
7. **No Admission of Liability.** Each Party expressly understands that this Agreement is a compromise and settlement of doubtful, disputed, and/or potential rights or claims, and that no promise, covenant, or agreement provided herein is, or shall be construed as, an admission of any actual or potential liability on the part of any Party or any other person or entity released herein. Each Party expressly denies liability and merely intends to enter into this Agreement to secure peace and avoid the possibility of further litigation or appeals.
8. **Agreement Confidentiality.** This Agreement and the terms and conditions contained herein are not confidential.
9. **No Finding of Not Responsible.** During the bidding process for the Project, the Board did not make a finding that Colaianni was not responsible per R.C. 9.312.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Lawsuit and supersedes all prior and contemporaneous agreements, communications, and negotiations with respect to such subject matter. No party relies or has relied on any statement,

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representation, omission or promise of any other party (or of any officer, agent, employee, representative or attorney for any other party or their affiliate) in executing this Agreement, or in making this settlement provided for herein, except as expressly stated in this Agreement. Further, no person has authority to modify the terms of this Agreement, except by a written modification properly approved by the Parties whose rights are modified. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, assigns, and successors in interest.

11. **Construction.** This Agreement is a negotiated document. Each party has cooperated in the preparation of this Agreement, and the Agreement shall not be construed for or against any of the Parties. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.
12. **Approvals.** This Agreement is contingent on and not effective or binding until approved by the Board via resolution, and signed by the Parties.
13. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties acknowledge that this Agreement may be executed by facsimile and/or PDF format, and that execution of signatures in such format shall be considered to be made as an original. The Agreement may be delivered by facsimile or via electronic mail.
14. **Governing Law; Dispute.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Ohio (without regard to conflict of law principles). Any litigation arising out of, or related to, this Agreement shall be brought in the Court of Common Pleas for Harrison County, Ohio.
15. **Costs.** The Parties agree to bear their own attorney fees and costs, including all costs related to the Lawsuit and the preparation of any and all documents necessary to enter into this Agreement.
16. **Authority.** The persons signing this Agreement on behalf of the respective Parties represent and warrant that he/she has the authority to enter into this Agreement.

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17. **Consideration.** The Parties acknowledge good and valuable consideration in the terms of this Agreement.

Employ Bryant: Employ William Bryant with ARP ESSER grant funding from October 31, 2022 through July 31, 2024 as Full Time Substitute/Registered Behavior Technician under related services collaboration with Kendall Behavioral Solutions.

Revise Admin Agree: Approve a revision to the administrative salary and fringe benefit agreement.

On roll call vote: Mrs. Kenny, yes; Mrs. Mattern, yes; Mr. Banks, yes; Mrs. Willis, yes; Mr. Watson, yes. The president declared the motion approved.

Use of Facilities

Upon the recommendation of the superintendent, Mr. Watson made the motion, seconded by Mr. Banks, that the board approve the following:

Harrison County Silver Sneakers..... ..gymnasiumStephenson Center
10/01/2022-06/30/2023 ...senior citizen activity program NRC; however,
fees may be charged if needed.

Huskies Youth Basketball Team.....Gymnasium.....Harrison Central...
10/18/2022-2/31/2022..... play/practice..... NRC; however, fees may
be charged if needed.

On roll call vote: Mr. Banks, yes; Mrs. Willis, yes; Mr. Watson, yes; Mrs. Kenny, yes; Mrs. Mattern, yes. The president declared the motion approved.

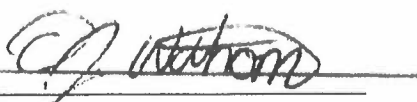
Items presented by Board Members

Mrs. Kenny said it looks like the FFA members are having a great time on their trip. She is so glad they had this opportunity.

Mrs. Willis shared that Minerva lost a classmate last weekend in a tragic accident and extended our sympathy to them.

Adjourn

Mr. Watson made the motion, seconded by Mrs. Mattern, that the regular meeting of the board of education be adjourned. On roll call vote: Mrs. Willis, yes; Mr. Watson, yes; Mrs. Kenny, yes; Mrs. Mattern, yes; Mr. Banks, yes. The president declared the meeting adjourned.



Approve



Attest

