

The Board of Education of the Fairfield City School District in the County of Butler, Ohio, held a Work Session on the 7th day of June 2012 in the Catherine D. Milligan Community Room.

The meeting was called to order by the President at 6:30 pm.

ROLL CALL – Present: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Also present: Mrs. Lane, Mr. Lewis, Mrs. Wildow & Mr. Clemmons

Absent: Mr. Otten and Mr. Martin

A moment of silence was observed in memory of Nicholas Olivas.

PLEDGE OF ALLEGIANCE

#### 12-53 EXECUTIVE SESSION

MOTION – Moved by Mr. Kearns to recess to Executive Session at 6:33 pm to discuss the following:

The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees 121.22 (G) (1)

SECOND – Seconded by Mr. Murray

Public comments: None

Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Nays: None

Motion Carried: 5-0

The Board resumed the meeting at 6:57 pm.

#### ITEMS FOR BOARD DISCUSSION

A. Financial Review Committee – Chad Lewis

1. Contract with Burer's Garage, LLC

The following information was shared by Chad Lewis:

Time line for RFP for transportation:

- RFP for transportation was requested on March 23, 2012.
- Pre bid meetings all interested parties 03-26-12 and 04-06-12.
- Questions and answer communication flow.
- April 13<sup>th</sup> publicly opened bids

Two types of bid packages:

- Comprehensive transportation that includes regular transportation, special needs aides and drivers.

- Alternate transportation that includes van and door-to-door services and services when it is not cost effective for additional special needs buses.

Maintenance bid was to be separate.

Five companies submitted bids - Durham, Auxilio, First Student, UTS (for alternate transportation) and Burers' Garage (maintenance only)

Peterman did not submit a bid.

Specifics at public opening are being shared tonight as there was no public representation there. The following information was discussed at the bid opening:

- Comprehensive bid – total cost was shared with parties present
- Financial information was not shared per regulations.
- Two companies bid maintenance separately – Auxilio and Burer's Garage

Auxilio did not respond to the RFP with requested specifications.

Durham's price is out of the realm of what we were looking for.

Analysis of the First Student is pending in regards to cost savings as language in bid is very different. We need to look at this proposal during the next year and continue to work with First Student.

We do have an expiring maintenance contract.

Mr. Clemmons is analyzing contract language in Burer's Garage contract.

Some of the details of the Burer's Garage contract are:

- The contract is a firm price of 3 years, no escalators, no automatic increases.
- There is a clause that does not lock the board into the total cost. As additional buses are eliminated, the listed savings is \$3200 per bus that is taken off the road.
- Contract services – If we outsource, effective date of termination is June 30<sup>th</sup> of the school year of the decision. The contract will end if we outsource, if we provide 90 days advance notice to terminate the contract. In addition, we can renegotiate the maintenance at that point, if we choose to do so.
- Clause for "termination for cause" has been added in the event that a reasonable issue arises that cannot be settled. Thirty days' notice must be provided prior to termination.

- There is a non-appropriations clause that states that if we could not afford the contract, it can be terminated.
- Burer will credit back 1% of all whole and timely payments which will be credited on billing. This is projected as \$4000 in annual savings.

2. Contract with Universal Transportation Systems

UTS has provided a multiple rider discount which occurs when 2 or more students are transported together. This will result in a \$120,000 savings.

The contract is a five year contract and there can be no increase of any kind for the first two years. After that, the school district must agree to an increase.

The contract includes a contract services clause, a non-appropriations clause and a failure to agree on a cost increase clause allows UTS to get out of the contract.

Potential annual savings for this contract is \$125,000.

Board Comments:

Mr. Nuss thanked Mr. Lewis for all of the hard work he has put into the process and feels that he has done a great job.

He questioned how we can make sure that the corporate citizenship portion of the contract makes sure that the donated money gets placed in the appropriate fund.

There was discussion on whether or not the monies should just go into the general fund or if the monies should be earmarked to a purpose designated by UTS.

Mr. Murray stated that UTS may want a direct connection to a particular item and may want to earmark the money.

Mr. Lewis pointed out the decision was in the hands of the Board.

Mr. Nuss stated that it might be of benefit for the company to know what the money is used for. Several needs were discussed – repaving the tennis courts, Freshman Agents of Change Group and the Freshman Reality Check Program.

Mr. Kearns clarified the dispute clause which states that the school district has 30 days to terminate and to locate a new provider, should the need arise.

3. Update regarding comprehensive transportation RFP  
We are not in a place to make a decision at this point.

4. Contract renegotiation with Coca-Cola Enterprises

Current contract expires December 2013.

The new contract will be a 5 year contract at \$10,000 per year.

Energy preservers will be placed on machines to conserve energy at Coca-Cola's expense.

We will receive an increase in donated products above what we have received in the past. An additional component will be a \$2,000 scholarship each of the five years.

Our district has been nominated for the Coca-Cola "Best of the Best" School Award. This contract will be available in the near future.

5. Energy Star 20% Leaders Award from the Environmental Protection Agency  
Fairfield City School District is one of five school districts in Ohio to receive the 20% Leaders Award from the Environmental Protection Agency.

- B. Fairfield athletics exclusive partnership – BSN Sports – Chad Lewis  
This will generate a \$50,000 donation over the next five years.

Mr. Harden and others have worked hard with Mr. Lewis to get the best services for FCSD. Quotations were requested for an exclusive partnership on our website. Other members of the Ohio High School Athletic Association have partnerships. BSN responded with generous terms.

Key details:

- \$10,000 per year for 5 years
- Preferential pricing retail with Nike for any Fairfield citizen
- All credits go to Fairfield City School District

The contract does not supersede Fairfield City School District policy that is in effect at the time of the contract. We can go elsewhere if lower prices are found for items.

Mr. Nuss asked if the bookstore must purchase all of their products from BSN Sports.

Everything does not have to be purchased from BSN Sports in the FHS bookstore. The FHS bookstore is not locked into this contract. PTC groups, Boosters, etc. are not required to purchase items from BSN Sports, but the Boosters have expressed interest in doing so.

- C. Transfer of membership from Butler Health Plan to Butler Health Plan-Southwest Division of Optimal Health Initiatives – Nancy Lane

The resolution on the agenda is to transfer membership from the Butler Health Plan to Optimal Health Initiative Consortium.

The following items were stated by Mrs. Lane:

- Currently, thirteen other school districts are members of the core insurance self-funded program, Butler Health Plan, which collectively serve 15,000 employees and families.

- The Optimal Health Plan co-founded purchasing coop started over 4 years ago and includes the Northern Buckeye and Scioto Southeast groups. The Butler Health plan will become the Southwest Division and the result will be independent sustainability from state wide pool.
- The merger will increase our leverage from 15,000 members to over 45,000 members. In addition, we will be able to grow our plan with new programs and members.
- We set the conditions for the merger with the Optimal Health Plan and Scioto Southeast Plan.
- There will be a local separation of assets and decision making. We will set our own rates and use our own staffing. Butler Health Plan trustees plan did not want co-mingling of monies.
- For our employees, there will be no rate increases, benefits will not change and there will be no core insurance changes from this merger. We will not subsidize other divisions. Our employees will not be impacted with this change.
- All other districts in the Butler Health Plan must consider the resolution soon.

Board discussion:

Mrs. Shorter asked what the state has defined as the minimum number of members needed to avoid state control. Mrs. Lane responded that the state legislature has not defined that number.

The goal is to form a bigger pool of members to avoid state ruling health insurance. The consortium can include other entities besides school districts in the future.

The Butler Health Plan Trustees have studied all of the pros and cons and there are not many cons. The Butler Health Plan Trustees got everything they wanted in the merger and it increases purchasing power for the future.

- D. Adoption of Common Core Standards and Revised State Standards to be implemented per district implementation timeline – Lani Wildow
- E. Course of studies for ELA, math and social studies – Lani Wildow
- F. Fee adjustments – Lani Wildow
- G. New items for discussion

12-54 AMEND AGENDA TO INCLUDE A MOTION TO ADD ADDITIONAL ITEMS IN LETTER A, PERSONNEL CERTIFICATED, #2 EMPLOYMENT, LETTERS J, K & L TO INCLUDE THREE ADMINISTRATORS

MOTION – Moved by Mr. Kearns to amend the agenda to include:

- A. Personnel – Certificated

2. Employment

- j. Denise Hayes, Assistant Principal, Fairfield Intermediate School  
(recommended for a new two year administrative contract, effective July 1, 2012 through June 30, 2014, for 208 days, on the certified administrative salary range 1, for a replacement position.)
- k. Billy Smith, Assistant Superintendent for Business, District  
(recommended for a new two year contract, effective July 1, 2012 through June 30, 2014, for 228 days, on the certified administrative salary range 3, for a replacement position.)
- l. Kristilynn Turney, Principal, Fairfield Middle School  
(recommended for a new two year administrative contract, effective July 1, 2012 through June 30, 2014, for 223 days, on the certified administrative salary range 3, for a replacement position)

SECOND – Seconded by Dr. Morris  
Public comments: None  
Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter  
Nayes: None  
Motion Carried: 5-0

12-55 RESIGNATIONS/ EMPLOYMENT

MOTION – Moved by Mr. Murray to approve the following:

SUPERINTENDENT'S RECOMMENDATIONS AND REPORTS

A. Personnel – Certificated - Mr. Lewis

1. Resignations

- a. Allison Curran, Senior High, English and Social Studies  
(effective at the end of the 2011-2012 school year; for personal reasons)
- b. Chad Lewis, District, Assistant Superintendent for Business  
(effective at the end of the day on June 30, 2012; for personal reasons)
- c. Donna Tucker, Senior High, English  
(effective at the end of the 2011-2012 school year; for personal reasons)

2. Employment

- a. Jackilyn Couch, East, 2<sup>nd</sup> grade  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- b. Stacy Fields, Central, 1<sup>st</sup> grade  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- c. Jessica Hendrickson, District, School Psychologist Intern  
(recommended for a new one-year intern school psychologist contract for the 2012-2013 school year; effective August 20, 2012; for a replacement position; reimbursed by the state)
- d. Beth Jacob, Middle, Language Arts  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- e. Chris Kalejs, Central, 1<sup>st</sup> grade  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- f. Mariah Ritz, District, School Psychologist Intern  
(recommended for a new one-year intern school psychologist contract for the 2012-2013 school year; effective August 20, 2012; for a replacement position; reimbursed by the state)
- g. Andrea Sutton, Central, 1<sup>st</sup> grade  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- h. Laura Willis, Middle, 7<sup>th</sup> grade Language Arts  
(recommended for a new one-year limited teaching contract for the 2012-2013 school year, effective August 20, 2012; for a replacement position)
- i. Summer School Teachers  
  
Jennifer Skirvin  
Rhonda Super

(The above-noted persons are recommended for employment as summer school teachers as needed at the rate of \$24.34 per hour from June 4, 2012, through August 15, 2012. For those candidates not already employed by the Board, recommendations are contingent upon presentation of all required documents.)

- j. Denise Hayes, Assistant Principal, Fairfield Intermediate School  
(recommended for a new two year administrative contract, effective July 1, 2012 through June 30, 2014, for 208 days, on the certified administrative salary range 1, for a replacement position.)

- k. Billy Smith, Assistant Superintendent for Business, District (recommended for a new two year contract, effective July 1, 2012 through June 30, 2014, for 228 days, on the certified administrative salary range 3, for a replacement position.)
- l. Kristilynn Turney, Principal, Fairfield Middle School (recommended for a new two year administrative contract, effective July 1, 2012 through June 30, 2014, for 223 days, on the certified administrative salary range 3, for a replacement position)

(All employment is contingent upon satisfactory submission of all required documents.)

SECOND – Seconded by Mr. Nuss

Public comments: None

Board comments:

Mr. Murray thanked Chad Lewis for all that he has done for the district. He wished him the best of luck and stated that he will be missed.

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter  
Nays: None  
Motion Carried: 5-0

#### 12-56 RESIGNATIONS/ PROMOTION/RECALL FROM REDUCTION IN FORCE

MOTION – Moved by Mr. Murray to approve the following:

- B. Personnel – Classified - Mr. Lewis
  1. Resignations
    - a. Louella Loney, East, Educational Assistant (effective June 30, 2012; for retirement purposes)
    - b. Tonya Still, Sr. High, Food Service Assistant (effective at the end of the 2011-2012 school year; for personal reasons)
  2. Promotion
    - a. Deborah Schuckmann, Sr. High, Food Service Assistant, promoted to Sr. High, Cook (effective August 20, 2012; for a replacement position)
  3. Recall from Reduction in Force
    - a. Ruby Boyd, Sr. High, Custodian (effective June 4, 2012; for a replacement position)



(All employment is contingent upon satisfactory submission of all required documents.)

SECOND – Seconded by Mr. Nuss

Public comments: None

Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Nays: None

Motion Carried: 5-0

12-57 APPROVAL OF THE RESOLUTION AUTHORIZING THE TERMINATION OF THE BUTLER COUNTY HEALTH PLAN FUND TRUST AGREEMENT AND TRANSFER OF ASSETS TO THE OPTIMAL HEALTH INITIATIVE CONSORTIUM

MOTION – Moved by Dr. Morris to approve the following:

ITEMS FOR BOARD ACTION

- A. Recommend approval of the following resolution authorizing the termination of the Butler County Health Plan Fund Trust Agreement and Transfer of Assets to the Optimal Health Initiative Consortium.

**WHEREAS**, the Fairfield City School District Board of Education (“Board”) is an Employer, as that term is defined under the Second Amendment in Entirety of Butler County Health Plan Fund Trust Agreement dated January 16, 2009 (“BHP Trust”).

**WHEREAS**, BHP Trust currently has and maintains control and possession of certain funds, contracts, together with property, both tangible and intangible (“Assets”), along with certain obligations and liabilities (“Liabilities”), all arising in connection with and in furtherance of health insurance activities, including, without limitation, activities in procuring or contracting for policies, contracts or plans of insurance to provide health care benefits, or establishing and maintaining a joint self-insurance program to provide health care benefits for its members (collectively “Health Insurance Activities”), conducted on behalf of the Board and other Employers.

**WHEREAS**, the Board understands that the Board of Trustees of the BHP Trust have, by unanimous vote, voted to terminate the BHP Trust and to transfer all Assets and Liabilities of the BHP Trust to the trustees of the Optimal Health Initiatives Trust (“OHI Trust”), which trust is established for a substantially similar purpose as the BHP Trust, and which trustees shall apply such Assets for uses substantially similar to those set forth in Section 2 of Article V of the BHP Trust.

**WHEREAS**, the Board understands that, by termination of the BHP Trust and transfer of the Assets and Liabilities, the BHP Trust intends to divest itself of all Health Insurance Activities, together with all related Assets and Liabilities, and understands that the OHI Trust will accept and assume all such Health Insurance Activities, including, without limitation, undertaking to fulfill all agreements relating to Health Insurance Activities to which the BHP Trust is presently a party, and to accept and assume responsibility for all Assets and Liabilities of the BHP Trust arising from its Health Insurance Activities.

**WHEREAS**, the Board also understands that the current members of the Board of Trustees of the BHP Trust will participate in the Optimal Health Initiative Consortium (“OHI”) as the board of trustees of a regional division of OHI.

**WHEREAS**, the Board further intends, by the passage of this Resolution, to provide the Superintendent of Schools of the Fairfield City School District Board of Education (“Superintendent”) and the Treasurer of Schools of the Fairfield City School District Board of Education (“Treasurer”) to have the authority to make execute and deliver, all agreements, instruments, certificates and documents necessary to carry out and effect the purposes of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Fairfield City School District Board of Education as follows:

**SECTION I**

The Board hereby consents to the termination of the BHP Trust and transfer of the Assets and Liabilities to the OHI Trust.

**SECTION II**

The Board, by the passage of this Resolution, authorizes the Superintendent and Treasurer to execute and adopt any such written agreement required to effect the merger of the BHP Trust with and into OHI as a regional division of OHI. Upon completion of the merger the BHP Trust shall be terminated and its successor referred as Butler Health Plan, Southwest Division of OHI.

**SECTION III**

The Board, to the extent that such authority is not specifically provided for herein, further resolves that the Superintendent and Treasurer are authorized to do or cause to be done any and all such acts and things, and to make, execute and deliver, cause to be made, executed and delivered, in the name and on behalf of Board, all such agreements, instruments and certificates as may be deemed necessary, advisable or appropriate to effectuate or carry out the purpose and intent of this Resolution, and to perform the obligations of the Board thereunder. Such Superintendent's and Treasurer's execution thereof to be conclusive evidence of the exercise by a superintendent and treasurer of the discretionary authority conferred by this document.

**SECTION IV**

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

SECOND – Seconded by Mrs. Shorter  
Public comments: None  
Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter  
Nays: None  
Motion Carried: 5-0

12-58 APPROVAL OF THE AGREEMENT BETWEEN THE FAIRFIELD ATHLETIC DEPARTMENT AND BSN SPORTS EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2017/APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFIELD BOARD OF EDUCATION AND THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES LOCAL #378 REGARDING THE HANDLING OF VACANCIES (ARTICLE 37) EFFECTIVE FOR THE 2012-2013 SCHOOL YEAR ONLY/APPROVAL OF ADJUSTMENT TO 2012-2013 STUDENT FEES APPROVED AT FEBRUARY 2, 2012 BOARD MEETING

MOTION – Moved by Mr. Murray to approve the following:

- B. Recommend approval of the agreement between the Fairfield Athletic Department and BSN Sports effective July 1, 2012 through June 30, 2017. (This agreement will provide the athletic department with an annual donation of \$10,000 and does not supersede the Board of Education purchasing procedures.)
- C. Recommend approval of a Memorandum of Understanding between the Fairfield Board of Education and the Ohio Association of Public School Employees Local #378 regarding the handling of vacancies (Article 37) effective for the 2012 – 2013 school year only. (A copy of this M.O.U. was previously given to the Board for review.)  
This will result in a \$40,000 savings.
- D. Recommend approval of adjustment to 2012-13 student fees that were approved at the February 2, 2012 Board meeting as follows:

	<u>From</u>	<u>To</u>
Pre-AP English 11	\$10.00	\$23.00
CP English 11	\$10.00	\$23.00
Math I	\$ 8.00	\$20.00
Math I Advanced	\$ 8.50	\$20.00
Social Studies 7	\$ 6.55	\$ 9.00

SECOND – Seconded by Mrs. Shorter

Public comments: None

Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Nays: None

Motion Carried: 5-0

## ANNOUNCEMENTS

June 27, 2012 – Summer Music Games Drum Corps International Show, 7:00 PM, FHS Stadium

June 28, 2012 - Board Meeting, 6:30 PM, FHS Catherine D. Milligan Community Room

## BOARD MEMBER COMMENTS

Mrs. Shorter

She stated that she will miss Chad.

She welcomed the new administrators.

Mr. Murray

He welcomed Denise Hayes and Kristilynn Turney.

He invited everyone to the Choir Games Concert on July 5<sup>th</sup> at the Village Green.

Mr. Kearns

He thanked Mr. Lewis for his dedication and commitment and wished him the best.

He congratulated the new administrators.

BOARD MEMBER COMMENTS (continued)

Mr. Nuss

He stated that he had a great time at graduation.

He stated that he would miss Chad and wished him luck at Sycamore Schools. He thanked him for all of the hard work that he has put into this school district.

12-59 EXECUTIVE SESSION

MOTION – Moved by Mr. Kearns to recess to Executive Session at 8:06 pm to discuss the following:

Collective Bargaining 121.22 (G) (4)

Confidential Matters 121.22 (G) (5)

SECOND – Seconded by Mr. Murray

Public comments: None

Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Nays: None

Motion Carried: 5-0

The Board resumed the meeting at 9:14 pm.

12-60 ADJOURNMENT

MOTION – Moved by Dr. Morris to adjourn the meeting.

SECOND – Seconded by Mr. Murray

Public comments: None

Board comments: None

ROLL CALL – Ayes: Mr. Kearns, Dr. Morris, Mr. Murray, Mr. Nuss & Mrs. Shorter

Nays: None

Motion Carried: 5-0

The meeting was adjourned at 9:16 pm by the President, Mr. Kearns.

\_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Treasurer