



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Consider/Approve a service agreement with Shred-All to destroy Special Education records at Floyd Central High School, Prestonsburg High School and Betsy Layne High School. The records which have been collected by the School District related to the identification, evaluation, educational placement, or the provision of Special Education in the District, must be maintained under state and federal laws for a period of seven (7) years after Special Education services have ended for the student. Special education services end when the student no longer is eligible for services, graduates, completes his or her educational program at age twenty-one (21), or moves from the District. Notice of the destruction of records was ran in the Floyd County Times and posted on the Floyd County Schools Website.

Applicable State or Regulations:

L6386

Section 618 IDEA

Fiscal/Budgetary Impact:

\$300 per location

History/Background:

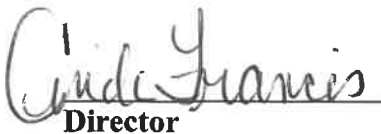
According to KDE's Record Management Division, Series L6386 – Exiting Reports Related to Discipline and Disability. This record series documents data about children with disabilities served under the Individuals with Disabilities Education Act. This information is collected annually by the US Department of Education, Office of Special Education Programs in accordance with Section 618 of IDEA. The local school districts must report this information to the education during the school year. The discipline data includes the number of students ages 3 through 21 receiving special education and related services that were removed.

Recommended Action:

Approve the service agreement to destroy the qualifying records.

Contact Person(s):

Cinda Francis, Chief of Special Education


Director


Superintendent

Date:

August 9, 2021

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.



www.ShredAllDocuments.com

P. O. Box 2894 • Pikeville, KY 41502

606-437-1032 Fax 606-478-7093

877-35-SHRED

info@shredalldocuments.com

SHRED-ALL Documents Customer Service Agreement-A

Vender ID

8/9/2021

Customer Billing Information: Floyd County Schools

Physical Location: 442 KY Rt 550, Eastern, KY 41622

Billing Address: same as above

Billing Email: stacy.simpson@floyd.kyschools.us

Phone: 606-886-4530 Fax 606-886-4550

**SHRED-ALL Documents Information Destruction Service will provide the
Following services:**

X Secure cleanout services for shredding paper off-site at AAA NAID Certified
secured plant Pikeville KY.

The locations for each high school are:

FCBS – Greta Thournsberry
651 KY Rt 680 West
Eastern, KY 41622

BLHS – Jody Roberts
554 Bobcat Boulevard
Betsy Layne, KY 41605

PHS – Rick Thacker
825 Blackcat Blvd
Prestonsburg, KY 41653

Based on your estimated box/bag count the weight per stop should be about 1800
pound each. The cost will be about \$300 per stop. Remember the actual cost will
be based on the actual weight on a USDA approved scale and charged
(\$.15) fifteen cents per pound.

Minimum cost of \$150 for less than 1000 pound per stop.

Labor charges apply for **any wait time lapse or stairs or difficult access to materials during cleans outs** to be agreed to **before** labor occurs by parties of both companies.
\$ 60.00 per hour per employee.

_____ Secure Route Services

Bin Sizes

95 Gallon - holds approx 300lbs

65 gallon - holds approx 200lbs

Console - holds approx. 100lbs- perfect for small offices/reception areas.

BUD (bin under desk) – secure personal size container for convenience.

1 Pickup per calendar month minimum

(2nd Tuesday of each month, for example)

Secure route services cost:

_____ Secure information destruction (paper) and bin service

\$ 70.00 one stop per month/one bin

Includes secure shredding and free recycling

Additional bins at same site

\$ 18.00 per bin

Unscheduled Stop requests

\$ 50.00

Cleanout Situations

\$ 0.12 per lbs.

Additional bins during cleanouts: REGULAR SCHEDULED ROUTE= NO CHARGE

UNSCHEDULED HAUL= Trip CHARGE ONLY

\$70.00

Fuel Surcharge

\$ 0.00 per mile from base

Plastics/CD/DVD destruction/ Prescription labels

\$ 0.38 per lbs

Hard Drive destruction

\$ 8.00 per unit

Options:

For Route service:

Charge for additional material outside containers= \$ 0.12 cents per pound

Containers furnished remain the property of SHRED-ALL at all times.

1 Key furnished with each container upon request at no charge

Replacement for lost keys or additional keys=\$ 5.00 each

Request for additional key must be made in writing by authorized employee.

Terms: 10 days available upon approval

SHRED-ALL Documents

Authorized Signature:

Company Approval:

Representative

Tracy Syck

Date: _____

Date: _____

Company approved representative must be at site of removal to sign removal ticket.

Please include their name below, any changes must be completed before removal begins and the above company representative from SHRED-ALL Documents must be informed and give acknowledgment.

FCCHS – Greta Thornsberry, BLHS – Jody Roberts, PHS – Ricky Thacker approved removal rep.

Additional contact information:

Approximate number of boxes

Address / location of boxes

Are bins required?

Additional Directions:

CONFIDENTIAL DOCUMENT



www.ShredAllDocuments.com

P. O. Box 2894 • Pikeville, KY 41502

606-437-1032 Fax 606-478-7093

877-35-SHRED

info@shredalldocuments.com

Confidential Document Destruction Agreement

ONE TIME SERVICE APPLIES ONLY TO THIS SERVICE DATE:

This Confidential Document Destruction Agreement is entered into as of this _____, day of

by and between SHRED-ALL Documents, having a place of business at Pikeville, KY 41501 and

_____, having a place of business _____

1. SERVICES

1.1 Services to be Furnished. Company will provide the services for the secure destruction of records ("Services") described on Exhibit A "service agreement" attached hereto and made a part hereof. Company will furnish a Certificate of Destruction to Customer, upon request by Customer. The Services may, at Customer's option and as indicated on Exhibit A, be performed as part of a regular schedule or pursuant to specific directions which Customer shall give Company from time to time. Customer may also request custom Services not set forth on Exhibit A, in which case Company will consult with Customer as to the terms and conditions of the Services requested.

1.2 Services to Affiliates and Subsidiaries. Customer's related, affiliated and subsidiary companies (including subsidiaries of affiliates) may acquire Services pursuant to this Agreement. Any such acquisition of Services will be evidenced by an Order executed by an authorized representative of the applicable affiliate or subsidiary in its own corporate name and referencing this Agreement. Invoices for such Services shall be directed to and be payable by such affiliate or subsidiary.

1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

2. RESPONSIBILITIES

2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

2.2 Compliance with Contracts, Laws and Regulations. Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including

but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.

- 2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
- 2.5 Performance of Services. All Services performed by Company will be in a professional manner in accordance with NAID standards and practices. (Or as are described in the policies and procedure described in Exhibit "A " Service Agreement)
- 2.6 Material Descriptions: Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
- 2.7 Negotiable Items: Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travel checks, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$100,000.
3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on Exhibit A. The prices set forth in Exhibit A shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. For any service requested by Customer that is not listed on Exhibit A, the charges will be as agreed to in writing by Customer and Company prior to the rendering of such Service. Invoices shall be due and payable within thirty (30) days from receipt of the applicable invoice. Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one and one-quarter per cent (1.25%) per month.
4. **CONFIDENTIALITY** - "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to

receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date set forth above and, unless otherwise terminated in accordance with Section 5.2, shall continue in effect for one year, with automatic renewal for successive one-year terms, unless written notice of non renewal is delivered by either party to the other not less than ninety (90) days prior to the date of expiration of such term.

5.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within sixty (60) days after written notice from the non breaching party. In the event of any such termination, all amounts due for Services rendered up to the effective date of termination shall become due and payable. Upon termination, Customer shall return (or permit Company to retrieve) all Company bins and other property kept at Customer's site, and Company shall have no obligation to provide further Services to Customer.

6. CLAIMS AND DISPUTE RESOLUTION

6.1 Time for Presenting Claims. Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.

6.2 Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and nonappealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

6.3 Services during Arbitration. During any arbitration proceedings, Company shall continue to provide Services, and Customer shall continue to make payments to Company, in accordance with this Agreement. The fact that arbitration is or may be allowed shall not impair the exercise of any termination rights under this Agreement.

7. LIABILITY AND WARRANTY

7.1 Limitation of Liability. **Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services**

provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

8. MISCELLANEOUS

8.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.

8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.

8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.

8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

8.7 Exclusivity: Customer agrees to retain Company on an exclusive basis at all facilities covered by this agreement for the term of this contract.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER

By: _____

By: _____

Tracy Syck, President
SHRED-ALL Documents

Title: _____

Date: _____

Date: _____

Secure Storage now available