

# BOARD OF EDUCATION SPECIAL MEETING

## June 13, 2018

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The Board of Education met in special session on June 13, 2018 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Todd Stevens called the meeting to order.

On roll call, the following members were present: Todd Stevens, Tony Reeser, Patty Rothe, and Andrea Tipping.

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the following personnel items as presented.

### **2017 - 2018 School Year**

#### **Summer School Staff:**

- Tammera Laughlin Tutor - Stem Camp

### **2018 - 2019 School Year**

#### **Classified Staff:**

- Mindy Picklesimer Assistant to the Treasurer - Accounts Receivable  
Effective: July 1, 2018 to June 30, 2019  
(with up to 10 extended days to be use prior to July 1, 2018)

#### **Disability Retirement:**

- Rhonda Cook Assistant to the Treasurer - Payroll  
Effective: July 31, 2018

#### **Retirement:**

- Brenda Hicks Assistant to the Treasurer - Accounts Receivable  
Effective: December 31, 2018

Mr. Stevens – yes; Mrs. DeLong - absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

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On a motion by Mr. Reeser, seconded by Mrs. Tipping the Board approved the student teaching and field experience agreement with Rio Grande University as presented.



College of Professional Studies  
Bunce School of Education

### STUDENT TEACHING AND FIELD BASED EXPERIENCE AGREEMENT

This Agreement is entered into by the Board of Education of Circleville City School District and the University of Rio Grande.

The University of Rio Grande desires to place teacher education candidates in the classrooms within your school for the purpose of participating in student teaching and other field based experiences. These experiences are required by, but not necessarily limited to, the Standards for Colleges or Universities Preparing Teachers as promulgated by the State Board of Education. This district desires to cooperate with the University of Rio Grande to provide student teaching and other field based experiences for the teacher education student within the limits and the procedures set by the district and the University of Rio Grande. The University of Rio Grande requires all field placement and student teaching participants to provide documentation of a clear FBI, BCI and TB test prior to beginning any field experiences.

Either party may wish to review and/or change any of the limits or procedures of the Agreement by notifying the other appropriate authorized party named in the original Agreement. At the official notification, a meeting of all parties will be called for the announced purpose of initial notification.

The Treasurer and Superintendent are authorized to enter into a written agreement with the University of Rio Grande for such purposes.

Entered into this 16<sup>th</sup> day of May, 2018,  
for a period of  1 year  3 years  5 years.

Mr. Stevens – yes; Mrs. DeLong - absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes

On a motion by Mrs. Tipping, seconded by Mrs. Rothe the Board approved the Transportation Agreement with the YMCA for field trip transportation for the YMCA Summer program as presented.

#### Circleville City Schools Bus Use Agreement

This Agreement is made and entered into by and between the YMCA of Central Ohio/Pickaway County Family YMCA, an Ohio not for profit corporation and Circleville City Schools (CCS).

WHEREAS, YMCA desires to utilize CCS buses and bus drivers for the purpose of Summer Fun Club transportation/field trip.

WHEREAS, the YMCA desires to utilize CCS buses and bus drivers; and,

WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

#### 1. Term

The term of this Agreement shall be for the period of June 4, 2018-August 2, 2018 for specified field trips: 6/14, 6/19, 6/28 7/26, 7/9 (week of, date to be determined) 8/2

#### 2. Services

The Facility and services covered by this agreement includes: 1-2 buses based on attendance.

#### 3. Payment

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YMCA shall compensate Circleville City Schools as follows:

6/14/18 COSI – Columbus 28.3 miles x2 =56.6x \$1.00 per mile =\$56.60 (per bus)

333 W Broad St, Columbus, OH 43215 \$15.00 per hour for the driver (per Bus)

6/19/18 Shawnee Lanes Bowling – 21.8 miles x2=42.6x \$1.00 per mile =\$42.60 (per bus)

1680 N Bridge St, Chillicothe, OH 45601 \$15.00 per hour for the driver (per bus) Yoctangee Park - Chillicothe Chillicothe, OH 45601 6/28/18 Slate Run Living Historical Farm - 14 milesx2=28x\$1.00 mile=\$28.00 (per bus)+

\$15.00 per hour for the driver(per bus) 1375 OH-674, Canal Winchester, OH 43110 7/26/18

Columbus Zoo & Aquarium 45.6 miles x2=91.2 x \$1.00 per mile =\$91.20 (per bus) 4850 W Powell Rd, Powell, OH 43065 \$16.00 per hour for the driver (per bus)

Wk of 7/9 Date TBD

Deer Creek State Park – Mt. Sterling 18.7 miles x2=37.4 x\$1.00 per mile= \$37.40 (per bus)

20635 State Park Road 20, Mt Sterling, OH 43143 \$16.00 per hour for the bus driver (per bus) 8/2/18 Hoover Y-Park – Lockbourne 20.7 miles x 2=41.4 x \$1.00 per mile=\$41.40 (per bus)

1570 Rohr Rd, Lockbourne, OH 43137 \$16.00 per hour for the driver (per bus)

### NOTE: Wage increase effective 7/1/2018

#### 4. Responsibilities of Circleville City Schools

1. It is understood and agreed that the Lessor will provide proper training and background procedures for all bus operators.

2. It is understood and agreed that Lessor will keep buses in proper order and repair except as damage caused by Lessee, other than normal wear and tear, which damage Lessee agrees to repair at Lessee's cost. If damage or repairs are needed and determined to be the fault of the Lessee, the Lessor will notify the Lessee so they can evaluate and repair or replace as needed within 7 (seven) days of such notification, in writing, after which time the Lessor may perform any needed repairs or replacements and Lessee agrees to reimburse Lessor for all costs incurred to perform such repairs or replacements. If Lessor performs repairs or replacement without prior notification, Lessee may not be held responsible for payment of repair or replacement, except in the case of emergency repairs as are required to protect the safety and security of the children and staff. Lessee will perform general cleaning of premises daily.

The Lessor is responsible for all preventative maintenance on the buses as required by the manufacturer, and that they are responsible for any accident caused by the driver.

Lessor will make sure the buses are properly locked and secured after field trip.

#### 5. Responsibilities of YMCA

1. No food will be eaten on the bus during transport. However, water can be carried by participants. 2. A walk through of the bus prior to the end of the field trip will be done by a camp counselor to ensure cleanliness and the pickup of any left items.

#### 6. Insurance.

The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for personal injury, death or property damage arising out of negligence by the YMCA and/or its agents arising out of the use of the buses. The insurance shall be in the minimum amount of One Million Dollars

(\$1,000,000) per occurrence. Circleville City Schools shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the protection of YMCA against claims for personal injury, death or property damage arising out of negligence by Circleville City Schools and/or its agents arising out of the YMCA's use of the buses. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000).

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### 7. Assignment.

Neither Circleville City Schools nor the YMCA shall have the right to assign this Agreement without prior written approval of the parties.

### 8. Attorney's Fees.

If suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings.

### 10. Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

### 11. Amendments.

No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced in writing and is then properly executed by the parties hereto.

### 12. Nonprofit Status of YMCA.

Should anything in this Agreement adversely affect the YMCA's not-for-profit status, this Agreement may be voided at the YMCA's sole option.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date forth above.

YMCA Circleville City Schools

By: By: Title: CFO Title: 6/6/18

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Mr. Stevens – yes; Mrs. DeLo- absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

On a motion by Mr. Stevens, seconded by Mrs. Rothe the Board approved the Athletic Trainer Agreement with Berger Health System for the 2018-19 school year as presented.

### **AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into and effective as of the 1st day of June 2018, by and between Berger Hospital, a municipal hospital operating under the authority of Chapter 749 of the Ohio Revised Code and doing business as "Berger Health System," having its principal place of business at 600 N. Pickaway Street, Circleville, Ohio, 43113 (the "Hospital"), and Circleville City School District Board of Education, an Ohio political subdivision, having its principal place of business at 388 Clark Drive, Circleville, Ohio, 43113 ("School District").

### WITNESSETH:

WHEREAS, Hospitals employ athletic trainers and provides athletic training and related services for residents in the community it serves; and

WHEREAS, the School District has a need for athletic training services for its students and athletic programs; and

WHEREAS, School District and the Hospital are looking for ways to effectively consolidate administrative and management services that enhance the mission of both organizations, most effectively utilize public funds and have identified certain services and other terms for the Hospital and School District to collaborate in the provision of athletic training and related services in the community; and

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WHEREAS, School District and the Hospital are looking for ways to effectively consolidate administrative and management services that enhance the mission of both organizations, most effectively utilize public funds and have identified certain services and other terms for the Hospital and School District to collaborate in the provision of athletic training and related services in the community; and

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and in order for the Hospital, with the assistance of School District, to provide for and enhance the availability, efficiency, and economy of its hospital facilities and the services provided by the parties, which are to the benefit of the residents of Carletonville and of Pickaway County generally, the parties hereto covenant, agree, and bind themselves as follows:

Section 1. Support and Services to be furnished by Hospital. In support of the Hospital's mission to promote health and prevention activities throughout the community, and in consideration for the services, commitments, and support activities provided by the School District as provided under Section 2, the Hospital, through its employees, contractors, or medical staff members, shall from time to time and at the reasonable request of School District, provide certain services to assist School District with the activities identified on Exhibit A attached hereto and hereby incorporated by reference, as well as services reasonably similar to or connected with the services so identified. Exhibit A may be amended from time to time by mutual written agreement of the parties to add, subtract, or modify the description of services described therein, in which event the Agreement shall refer to the services described on Exhibit A as so added, subtracted, or modified.

Section 2. Obligations of School District. School District agrees it will exclusively use the services provided by the Hospital only for the public purpose agreed to by School District and

the Hospital in accordance with this Agreement. School District shall reimburse the Hospital for the Hospital's actual cost of materials or supplies actually provided by Hospital to School

Section 4. Term; Termination. The term of this Agreement shall be for one (1) year from the effective date first set forth above; provided that this Agreement shall automatically renew for additional one-year terms, unless either party shall give written notice of termination not less than sixty (60) days prior to the end of the then current term. Either party may terminate this Agreement for any reason (with or without cause) with at least ninety (90) days prior written notice.

Section 5. Status of Hospital. The Hospital warrants and represents that it is and during the term of this Agreement it or its successors will be duly organized and existing as a "public hospital agency" under the laws of the State of Ohio, that it has duly accomplished all conditions precedent necessary to be accomplished by it prior to the execution and delivery of this Agreement, and that it has duly authorized the execution and delivery of this Agreement.

Section 6. Status of School District. School District warrants and represents that it is and during the term of this Agreement it or its successor will be a duly organized and existing political subdivision, that it has duly accomplished all conditions precedent necessary to be accomplished by it prior to the execution and delivery of this Agreement, and that it has duly authorized the execution and delivery of this Agreement.

Section 7. Defaults and Remedies. If either party shall in the performance or observance of any of the covenants or agreements hereof, the other party must notify the defaulting party in writing of such default. If said default then continues for a period of fifteen (15) days after such

notice, or if a party shall make an assignment for creditors, or if a party's interest shall be sold under execution or other legal process, or if a bankruptcy or receivership proceedings be instituted by or against it, the other party shall have the right at any time at its election to terminate this Agreement and all further obligations hereunder.

Section 8. Applicable Law. This agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the Laws of the State of Ohio.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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Section 10. Acts and Omissions. Hospital hereby agrees to be responsible for its own acts or omissions by and through its agents and employees, and further agrees to defend itself in any legal action and pay any judgment and costs arising from its operations and nothing in the Agreement shall impute or transfer any such responsibility to the School District. School District hereby agrees to be responsible for its own acts or omissions by and through its agents and employees, and further agrees to defend itself in any legal action and pay any judgment and costs arising from its operations and nothing in this Agreement shall impute or transfer any such responsibility to the Hospital.

Section 11. Miscellaneous. This Agreement constitutes the entire understanding among the parties in respect of the subject matter of this Agreement. This Agreement may at any time be amended in whole or part by written instrument executed by each party. This Agreement shall be binding upon and inure to the benefit of the parties and the legal representatives, successors in interest and assigns, respectively, of each such party. Should any provision or portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions or portion of this Agreement shall continue in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Exclusive venue for any legal action by one party against the other hereunder shall be the appropriate federal, state, county, or local court of law or equity located in or having within its jurisdiction Circleville, Pickaway County, Ohio.

#### Signatures

IN WITNESS WHEREOF, Hospital and School District have each caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

HOSPITAL SCHOOL DISTRICT Herzer Hospital Circleville City Schools District  
Board of Education

Mr. Stevens – yes; Mrs. DeLong - absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser the Board approved authorization of CCS to advertise and receive bids for fuel depot purchase and installation. This resolution does not obligate the district to purchase the fuel depot.

Mr. Stevens – yes; Mrs. DeLong - absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

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

#### Requisitions Over \$5,000:

- CUSTOM MAINTENANCE SERVICE - bus maintenance & service - \$20,000.00
- OHIO MACHINERY CO (DBA OHIO CAT) - bus repair & inspection prep - \$10,000.00
- FRONTLINE PLACEMENT TECHNOLOGIES, INC - AESOP for 2018- 2019 - \$5,419.70
- IPEARL INC - Chromebook cases for CHS & CMS - \$7,737.00
- FIREFLY COMPUTERS LLC - cases for HP Chromebooks CMS - \$5,747.50
- CDW GOVERNMENT, INC - software licensing - \$9,526.90
- THINKCSC - data backup license = \$9,240.00

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## After the Facts:

- OHIO HIGH SCHOOL ATHLETIC ASC - wrestling meet entry fee - \$50.00
- GAHANNA JEFFERSON PUBLIC SCHOOL - softball Showcase entry fee - \$150.00
- SIEMENS INDUSTRY, INC. - repair fire panel and smoke detectors - \$1586.12
- STANTON'S SHEET MUSIC - music for school band - \$127.80
- WASHINGTON COURT HOUSE CITY SCHOOLS - CHS track & field entry fee - \$200.00
- SCIOTO VALLEY LOCAL SCHOOL DISTRICT - Piketon cross country entry fee - \$100.00

## Student Activity Budget and Philosophy for the 2018 - 2019 School Year:

- CES Media Center- Budget and Philosophy
- CMS Band -Budget and Philosophy
- CMS Cheetahs/ 6<sup>th</sup> grade- Budget and Philosophy
- CMS D.C. Trip/8<sup>th</sup> grade – Budget and Philosophy
- CMS Media Center – Budget and Philosophy
- CMS NJHS – Budget and Philosophy
- CMS Principal Fund – Budget and Philosophy
- CMS Student Council – Budget and Philosophy
- CMS The ROAR – Budget and Philosophy
- CMS Wild Site – Budget and Philosophy
- CMS Work Skills Program – Budget and Philosophy
- CHS ACTION – Budget and Philosophy
- CHS AFS – Budget and Philosophy
- CHS Band – Budget and Philosophy
- CHS BPA – Budget and Philosophy
- CHS Choir – Budget and Philosophy
- CHS Class of 2019 – Budget and Philosophy
- CHS Class of 2020 – Budget and Philosophy
- CHS Class of 2021 – Budget and Philosophy
- CHS Class of 2022 – Budget and Philosophy
- CHS Club Future – Budget and Philosophy
- CHS FCCLA – Budget and Philosophy
- CHS Media Center – Budget and Philosophy
- CHS Musical- Budget and Philosophy
- CHS SOS – Budget and Philosophy
- CHS Student Council – Budget and Philosophy
- CHS Yearbook – Budget and Philosophy

Mr. Stevens – yes; Mrs. DeLong - absent; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

Mrs. DeLong arrived at 7:50pm

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On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board voted to adjourn the meeting at 8:17 pm.

Mr. Stevens – yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping - yes

*via Amy DeLong*  
\_\_\_\_\_  
President

ATTEST

*Dale DeLong*  
\_\_\_\_\_  
Treasurer