The Board of Education met in regular session on March 17, 2021, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 6:00 p.m. President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Patty Rothe, Jeff Burrow, Chris Wagner, and Todd Stevens

On a motion by Mr. Reeser and seconded by Mr. Wagner, the Board voted to enter into executive session at 6:02 p.m. in accordance with O.R.C. 121.22(G) (a) consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

The Board returned to general session at 6:07 p.m.

Superintendent, Jonathan Davis, presented his report to the Board.

Mrs. Rothe gave the legislative report.

Treasurer, Kristen Rhoads, presented her report to the Board.

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board adopted the agenda, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the minutes as follows:

- February 3, 2021, Special Meeting, as presented
- February 10, 2021, Regular Meeting, as presented

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board voted to hire Dr. Kimberly Halley as the superintendent of Circleville City Schools for the Period August 1, 2021 through July 31, 2024.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mrs. Rothe, seconded by Mr. Stevens, the Board approved the following personnel items, as presented:

- Heather Milbrandt  Substitute Nurse Aide-LPN
- Dante Draise  Substitute Custodian
- Susan WynKoop  Substitute Custodian & Cook

2020-2021
Athletics:
- Anthony Vagnier  CHS Reserve Baseball
  Years of Experience: 0
- Sarah Cydrus  CHS Reserve Softball
  Years of Experience: 1
- Abigail Fuhrmann  CMS Head 8th Grade Softball
  Years of Experience: 1
- Tyler Cassidy  CMS Boys Track Head Coach
  Years of Experience: 3
- Ryan Walker  CHS Head Varsity Boys Soccer Coach
  Years of Experience: 0

Athletic Volunteers:
- Tara Whitten  CHS Assistant Softball
  Volunteer

Supplementals:
- Sonsearay Grady  CHS - National Art Honor Society/Art Club
  Step: 3
2021-2022 School Year

Classified Staff:
**Administrative Assistants:** 198 day contract (8 hours/day)
- Kaleigh Bower
- Jill Evans
- Karen Sabine
- Traci Smith
- Sheena Justice

**Administrative Assistants:** 198 day contract (6 hours/day)
- Jackie VanArsdalen

**Administrative Assistants:** 215 day contract (8 hours/day)
- Amy Rhymer
- Kathy Webb

**Administrative Assistant:** 220 day contract (8 hours/day)
- Lauren Seitz

**Administrative Assistant:** 260 day contract (8 hours/day)
- Stephanie Bivens

**After-school:** 182 day contract - Pending Grant Funds (8 hours/day)
- Cory Sullivan - After-school Program Manager/ CMS Site Coordinator

**Bus Drivers:** 182 day contract (8 hours/day)
- Wendy Cardelli
- Renee King
- Shawana Mitchell
- Michelle Ramey

**Bus Drivers:** 182 day contract (7 hours/day)
- Misti Allen
- Vera Carle
- Frances Curry
- Frances Daniels
- Barry Kirkland
- Kelsey Lauerman
- Elwin Mills
- Darlene Parsley
**Bus Drivers:** 182 day contract (6 hours/day)
Christopher Thomas
Melissa Wamsley

**Cooks:** 182 day contract (4.5 hours/day)
April Ferguson
Mary Hay
Lisa Russell

**Cooks:** 182 day contract (6.5 hours/day)
Kimberly Sowers
Beverly Largent
Rhonda Marshall
Angela Nungester
Julie Walker
Diana Wright
Crystal Hoop
Brenna Clifton
Jennifer Davis

**Cooks:** 182 day contract (7 hours/day)
Deanna Rausch

**Head Cooks:** 182 day contract (8 hours/day)
Kelly Goode (CES)
Cheryl Davis (CHS/CMS)

**Custodians:** 260 day contract (8 hours/day)
Jennifer Bryant
Biff Bumgarner
Troy Cassidy
John Dietrich
Bruce Hannigan
Kelly Smith
Richard Vanover
Timothy McGreevy

**Head Custodians:** 260 day contract (8 hours/day)
Matthew McLaughlin (CHS)
Larry Parsley (CMS)
Clayton Mogan (CES)
Instructional Aides: 182 day contract (8 hours/day)
Deaven Atwood
Samantha Brady
Libby Brisker
Patricia Brockman
Margaret Burns
Sherri Burns
Terri Carter
Valerie Crist
Darla Cryder
Kathryn Cydrus
Dawn Dalessandri
Janis England
Julie Ferrell
Morgan (Bivens) Glitt
Leslie Hatfield
Angela Hixon
Angela Holbrook
Christine Johnson
Heather Kerns
Terrie Knul
Debbie Leasure
Sue Mace
Joyce Mallow
Jennie Merkle
Cynthia Mitchell
Meredith Picklesimer
Vivian Pound
Lisa Rase
Ava Rawn
John Raymond
Lindsey Rodgers
Leslie Sells
Whitney Speakman
Cassandra Spradlin
Edna Strawser
Tanner Styers
Maria Truex
Mark Turner
Beth Wadlington
Tara Whitten
Nurses Aide LPN: 182 day contract (8 hours/day)
Tammy Weber

Head Maintenance: 260 day contract (8 hours/day)
Eric King

Maintenance: 260 day contract (8 hours/day)
Randy Guilis
Mark Skinner

Network and Systems Analyst: 260 day contract (8 hours/day)
Kelly Hock

IT Support Specialist: 260 day contract (8 hours/day)
Nick Grady

Communications Director: 200 day contract (8 hours/days)
- Evan Debo
  plus 15 additional days, at the daily rate, to work on planning and communication for next school year- days to be used prior to July 31, 2022

Resignations:
- Casey Lockard
  CES Online long term substitute
  Effective: End of the 2020 - 2021 School Year

- Deaven Atwood
  CES Online long term substitute
  Effective: End of the 2020 - 2021 School Year

- Haley Kern
  CES long term substitute
  Effective: End of the 2020 - 2021 School Year

- Meredith Picklesimer
  CES long term substitute
  Effective: End of the 2020 - 2021 School Year
Retirements:

- Steve Kalinoski  
  CHS Physical Education Teacher  
  Effective: End of the 2020-2021 School Year

- Robin Otto  
  CES Teacher (3rd graders)  
  Effective: End of the 2020-2021 School Year

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following request for unpaid days:

- Lindsey Rodgers  
  April 22, 2021 (1 day)
- Traci Smith  
  March 19, 22, 2021 (2 days)
- Emily Woods  
  March 31, 2021 to April 15, 2021 (10 days)

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Stevens, the Board approved the Classified Handbook, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the Board approved the stipends for staff to participate in the Writing Revolution Class offered through the Striving Readers Comprehensive Literacy Grant at $75.00 per hour, as presented:

Writing Revolution ELA & Social Studies Class (11 hours)

- CHS
  - Vicki Scott
  - Danielle Stultz
  - Jessica Johnson
  - Steve Wastier
  - Trace Hacquard
  - Kayla Theis
  - Eric Evans
  - Erin McConnell
  - Christopher Beavers
  - Tyler Cassidy
  - Nicholas Hamman
BOARD OF EDUCATION REGULAR MEETING
March 17, 2021

- CMS
  - Chad Michael
  - Allison Davis
  - Kyle Bruner
  - Robert Callihan
  - Jillian Anderson
  - Brooke Paxton
  - Karen Valentine
  - Janet Wastier
  - Evan Whitten
  - Lisa Sims
  - Eddie Sims
  - Michelle Brewer
  - Sheila Dean
  - Wendy Jordan
  - Lisa Powers

Writing Revolution Math Class (6 hours)
  - CHS
    - Randy Brown
    - Clint Marcum
    - Shaina Palda

- CMS
  - Kevin Fox
  - Abigail Fuhrmann
  - Dennis George
  - Millard Good
  - Samantha Gundrum
  - Katherine Mears
  - Cynthia Moats
  - Abigail Strausbaugh
  - Andrea Wallace

Writing Revolution Science Class (6 hours)
  - CMS
    - Karen Bullock
    - William Search
    - Susan Search
    - Joseph Stitt
  - CHS
    - Nathan Cotton
    - Annetta Lockwood
    - Matthew Fosnaugh
    - Gwen Minor
    - Aaron Lamb

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the following administrator items, as presented.

- Vicki Scott
- Chad Spradlin
- Jerry Mogan
- Jay Darland
- Suzie Gerhardt
- Nathan Garman

  Director of Technology
  Salary in accordance with the 2021 Classified Handbook

- Mark Hoffman

  Attendance Officer
  Salary in accordance with the 2021 Classified Handbook (Resignation effective upon exhaustion of previously approved sick leave)

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the following Board Policies, as presented.

- po1422
- po1623
- po1662
- po2240
- po2260
- po2260.01
- po3122
- po3123

- po3362
- po4122
- po4123
- po4362
- po5517
- po6114
- po6144
- po6325

- po6600
- po7440.01
- po7450
- po7455
- po8450.01
- po8500
- po8510

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following Service agreement for a student with special needs, as presented.

- Learning Spectrum- Therapy and Educational Services for 1 student
This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD."); and Circleville City Schools (student) (here in after "CLIENT") for the benefit of: Educational Services

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SERVICES PROVIDED. LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

   Educational Services in a small group setting as of February 17th for the 2021-2022 school year. All Programming, IEP progress reports, IEP present level and suggested goals included (collectively, the "Services").

LEARNING SPECTRUM further agrees:

- The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM’s professional judgment;
- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.
- That it will comply with board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student’s IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT’s property, the LEARNING SPECTRUM’s employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. FEES. LEARNING SPECTRUM will be paid the following fees for the services provided:

   $15,238

   LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due after (30) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars ($25.00).

   All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

3. POSITIVE BEHAVIOR INTERVENTION. The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will comply with all Ohio laws and regulations regarding the appropriate implementation of restraints and seclusions, including but not limited to Ohio Administrative Code Section 3303-35-15.
4. **Behavior Clause:** THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If a child's IEP team determines that an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

5. **Non-Compete Clause:** CLIENT's agree not to negotiate employment of any kind with LEARNING SPECTRUM staff or therapist for a period of 1 year upon termination of contract.

6. **Independent Contractor:** The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SEPs contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM’s service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

7. **Student Privacy:** The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

8. **Criminal Records Check:** The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

9. **Professional Liability Insurance:** The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

10. **No Joint Venture:** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and the LEARNING SPECTRUM.

11. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only in writing and only when executed by the parties.
This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and ___________ City Schools ___ School District ___ ("School District") for the benefit of __________ student (herein after "CLIENT") for the benefit of Therapy Services.

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SERVICES PROVIDED. LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child.

- 60 minutes per week Speech and of Occupational Therapy as of February 17th for the 2021-2022 school year. Services to include IEP present levels, goals, and progress reports.

LEARNING SPECTRUM further agrees:

- That Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM’s professional judgment.
- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.

- That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student’s IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT’s property, the LEARNING SPECTRUM’s employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. FEES. LEARNING SPECTRUM will be paid the following fees for the services provided:

$4950

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due after (30) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars ($25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.
CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

1. **Positive Behavior Intervention.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will comply with all Ohio laws and regulations regarding the appropriate implementation of restraints and seclusions, including but not limited to Ohio Administrative Code Section 3321-15.

2. **Behavior Clause.** The LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If the child’s IEP team determines that an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

3. **No Compete Clause.** CLIENT’s agree not to engage in similar employment of any kind with LEARNING SPECTRUM staff and or therapist.

4. **Independent Contractor.** The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM’s service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement.

The provisions of this Section shall survive termination of this Agreement.

5. **Student Privacy.** The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed or obtained in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g. 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

6. **Criminal Records Check.** The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

7. **Professional Liability Insurance.** The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

8. **Indemnification.** The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from and against all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or
Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the Academic Calendar for the 2021 - 2022 school year, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Stevens, seconded by Mr. Burrow, the Board approved the following contracts with Metropolitan Education Tech. (META), as presented:

- Core Services - Fiscal & EMIS support (FY22)

WHEREAS, META is an information technology center comprised of a consortium of member school districts (hereinafter the Member Districts”) and is organized as a regional council of government as defined in Ohio Rev. Code Chapter 167;

WHEREAS, Owner is an organization authorized by the Ohio Department of Education to utilize services of an information technology center; and

WHEREAS, Owner is a Member District of META as defined in META’s Constitution.

NOW, THEREFORE, for the agreements outlined herein and other good and valuable consideration the parties hereby agree as follows:

1.0 Responsibilities of META.

1.1 META shall perform all work and do all things necessary to perform the information technology services on behalf of Owner, as described in Schedule I attached hereto and identified as “Services Manifest”, which includes the scope of the work and other particulars with respect to the information technology services as more fully laid out in this section of the Agreement (hereinafter referred to as the “Services”). Services shall be provided in conformity with the policies of META generally applicable to recipients of similar services, as such policies currently exist or are hereafter adopted or amended.

1.2 META shall provide Owner with sufficient training opportunities as necessary for the Owner to effectively utilize the Services, based upon mutual agreement between the parties.
1.3 META will be the point of contact for all service problems experienced by Owner related to the provision of Services. If Education Management Information System ("EMIS") Services are provided as included Services under this Agreement, META will work with Owner to fix EMIS fatal errors that may be generated regarding Owner’s data.

1.4 META will comply with any security standards necessary to meet state and federal auditing requirements.

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days’ written notice to Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner’s agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner’s execution of a separate agreement with META concerning the same.

1.7 META reserves the right to discontinue Owner’s access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties’ expectations regarding the Owner’s conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education. META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

2.0 Responsibilities of Owner.

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

2.4 If data conversion is necessary in the course of providing Services and available from META, Owner shall pay META for data conversion costs as billed by META or, alternatively,
Owner agrees to procure the necessary data conversion services from a third party vendor within a reasonable amount of time.

2.5 Except as specifically provided in this Agreement, Owner shall be responsible for maintaining the hardware and connections necessary to access the Services provided under this Agreement, including internet access, Local Area Networks, and other utilities as needed.

2.6 Owner shall not resell access to any of the Services provided under this Agreement.

2.7 Owner may utilize the Services provided hereunder only for educational and educational administrative-related services.

2.8 If requested for an audit of META or its Services, Owner will, to the fullest extent permissible under the law, provide such information as META or its auditors may request.

2.9 Owner shall be solely responsible for unauthorized access to the Services or data.

2.10 META will require current written authorization from Owner authorizing user access to, or the discontinuance of access to, username and password protected data.

2.11 Owner understands and agrees that, except as required by state and federal regulations, META will exercise no control over the information that Owner and its users may transmit and receive as a result of the provision of Services by META. Owner assumes full responsibility for any and all access to, transmission, and usage information accessed or sent by its users through the Services.

2.12 Owner understands and agrees that META shall have no responsibility for the Owner’s or its users’ accessing or transmitting offensive or unlawful information, interference, or unlawful access to others’ information or networks, or other offense or unlawful activity for which the Services may be used.

2.13 Any violation of these requirements of Owner contained in this Agreement, the rules and regulations of the State Board of Education, federal law, or state law, or for knowingly permitting or encouraging unauthorized access to the Services may result in termination of Services to Owner and/or could result in legal action against Owner.

3.0 The Contract Documents. The Contract Documents consist of this Agreement and any Exhibits attached hereto, and META’s Constitution, META’s Bylaws, and any agreements with third-parties which currently impact the Services to be provided under this Agreement. These documents shall be a part of this Agreement as if attached to this Agreement or repeated herein. META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.

4.0 Term of Agreement. The Services to be performed under this Agreement shall be commenced on July 1, 2021 and shall continue until June 30, 2022, (hereinafter the “Contract Term”) subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

5.0 Contract Price and Payment by Member Districts.

5.1 META is specifically authorized to bill and collect moneys for the Services provided directly to and from Owner. Owner shall pay a fee of $16.75 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the “Contract Price”) along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.
5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META’s sole discretion may elect to either 1. suspend the Services of Owner until Owner has paid its balance in full; or 2. permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.

6.0 META’s Responsibilities and Warranties.

6.1 OWNER EXPRESSLY AGREES THAT USE OF META’S SERVICES UNDER THIS AGREEMENT ARE AT OWNER’S SOLE RISK. OWNER ALSO EXPRESSLY AGREES THAT THESE SERVICES ARE PROVIDED ON (a) AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (b) NO ADVICE GIVEN BY META’S EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE EMPLOYEES OF META’S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND; and (c) UPLOADING, DOWNLOADING, STORING, TRANSMITTING, AND OTHERWISE ACCESSING OR DISTRIBUTING INFORMATION VIA THE SERVICES BY MEMBER DISTRICTS AND/OR THEIR USERS IS AT MEMBER DISTRICT’S OWN RISK.

6.2 OWNER ALSO EXPRESSLY AGREES THAT META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED, NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META’S SERVICES BY OWNER OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY THE MEMBER DISTRICTS IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

6.3 META shall not be liable for failure to provide Services if such failure is caused by any cause outside of META’s control, acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.

6.4 META shall not be liable as a result of the actions, errors, omissions, or negligence of Owner or its personnel, employees, agents, or users.

6.5 META shall not be liable with regards to third parties for any action, error, omission, or negligence of Owner and/or its users.

7.0 Changes in the Services. There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.
8.0 Indemnification. To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect, or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 Ownership of Property.

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 Confidentiality. META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 Termination by Owner. If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of such written notice, META shall have thirty (30) days to correct its behavior to meet the requirements of this Agreement. In the event that META is still in breach of this Agreement at the expiration of this thirty (30) day period without reasonable cause, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement.

12.0 Effect of Termination by Owner. In the event that Owner decides to terminate this Agreement pursuant to Section 11.0 or Section 11.0 of this Agreement, then, upon such termination, Owner shall immediately withdraw as a Member District of META in accordance with META's Constitution and Bylaws.

13.0 Assignment. This Agreement and Owner’s rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of META.

14.0 Miscellaneous Provisions.

14.1 This Agreement shall be construed in accordance with, and governed by, the laws of the state of Ohio. The parties agree that any action brought by either party against the other in state court shall be properly venue only in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venue only in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

14.2 There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.
14.3 This Agreement along with all exhibits attached hereto and other Contract Documents represents the entire agreement between the parties on this subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. If any of the provisions contained in this Agreement, as amended from time to time, are inconsistent with the provisions of the other Contract Documents, then the provisions of this Agreement, as amended, shall prevail.

14.4 The obligations, warranties, and representations of either party under this Agreement that are of a continuing nature shall survive expiration or termination of this Agreement, unless otherwise explicitly agreed to in the Contract Documents or by operation of law.

14.5 No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

14.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

14.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

14.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

15.0 Signatures. By signing this Agreement, the individuals indicate all of the following:

15.1 They are authorized to sign on behalf of their respective entities; and

15.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

15.3 All information provided in connection with this Agreement is true and accurate; and

15.4 This Agreement has been approved by formal action of the Board of the respective party; and

15.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.
SCHEDULE I
CORE SERVICES: SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2021-22 by and between the Circleville City School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below:

<table>
<thead>
<tr>
<th>Services</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Support for State Software, State Software Redesign, and efinance Plus</td>
<td>$2.90/student</td>
</tr>
<tr>
<td>SIS Support for any SIS Package PowerSchool, ProgressBook (including GradelBook &amp; Virtual Classroom) &amp; Infinite Campus</td>
<td>$1.80/student</td>
</tr>
<tr>
<td>EMIS Support</td>
<td></td>
</tr>
<tr>
<td>Purchasing Co-op Membership</td>
<td></td>
</tr>
</tbody>
</table>

- Schedule 2 Services - ProgressBook, IEP Anywhere, Library, Data Map (FY22)

SCHEDULE II
SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2021-22 by and between Circleville City School and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library Services/INFOhio Automation</td>
<td>$2.90/student</td>
</tr>
<tr>
<td>IEP Anywhere PLUS</td>
<td>$1.80/student</td>
</tr>
<tr>
<td>ProgressBook Services- DataMap Services</td>
<td>$3.50/student</td>
</tr>
</tbody>
</table>

- Utility Audit (FY22)

This Consulting Agreement (this "Agreement") is entered into as of July 1, 2021, by and between the Board of Education (the "Board") of Circleville City School (the "District"), and META Solutions (the "Consultant"), whose mailing address is 2100 Citygate Drive, Columbus, Ohio 43219, and phone number is (614) 473-4300.

I. Background. The Board wishes to contract with the Consultant for evaluation and consulting work related to the monitoring and support of energy usage and energy conservation district-wide. The Consultant is willing and qualified to perform these services on these terms. Therefore, the parties agree as follows:

II. Basic Services. The Consultant's Basic Services (collectively, the "Services") shall include, but not be limited to, the following:

A. Using its best efforts to advise the Board about alternatives that would result in energy or maintenance savings to the Board's taxpayers;
B. Maintaining good working relations with the Board and its staff, other consultants and utility representatives;
C. At any time during the term of this Agreement, be available to consult with the Board in connection with the Services;
D. Consultant will enter and review the electric, gas and water bills monthly for accuracy, unusual usage patterns or any inefficiencies and energy savings opportunities. If any errors were identified, consultant will contact the appropriate utility representative and negotiate the refund for the District. Also, if any errors was not in favor of the District, the representative assigned will be informed of the possible consequences.
E. Consultant will provide a utility or savings report at the end of each school year and will be reviewed by the District's assigned personnel. Consultant will identify any savings opportunities that the District may have such as power supply costs or building inefficiencies. Also, the annual summary will contain comparisons either from prior years or Energy Projects that were completed. Please note that this does not include a certified engineer's savings certification.
III. Board’s Responsibilities
   A. District will assign a representative to partner with the consultant to help with decision making and be present for the yearly energy report.
   B. District must maintain a monthly procedure for delivery of each electric, gas and water bills to the office of the consultant. Also, the District will sign a Letter of Authorization that will allow the consultant to speak with the utility companies on their behalf. This letter will allow the consultant to receive historical data information and any negotiations that may be performed with these companies. The District’s representative will be informed prior to any negotiations.

IV. Compensation
   A. Basic Services: The Basic Fee for Services shall be a flat fee of $500.00 and will be paid on a quarterly or yearly basis. At the time of this agreement, the District has a total of 3 meters.
   B. Additional Services: Additional Services shall be paid on a direct cost basis. Hourly fees for requested Additional Service shall be invoiced monthly at [to be determined and mutually agreed upon] per hour for the Consultant’s principal.

V. Mutual Cooperation. The parties shall cooperate in good faith to the extent reasonably necessary for purposes of the Agreement in a timely and cost-effective manner. The Consultant shall at all times act efficiently and expeditiously in performing the Services, and, if it is capable of completing any of the Services prior to the deadline, it shall do so.

VI. Compliance with Laws. In performing the Services and any Additional Services, the Consultant shall at all times comply with applicable federal, state and local laws, including but not limited to any federal or state equal employment opportunity laws.

VII. Termination and Renewal. This Agreement shall be effective upon signature with services to be provided for a period beginning July 1, 2021, and shall thereafter remain in full force and effect until June 30, 2022. This Agreement shall automatically renew for successive one-year terms thereafter.

This Agreement shall terminate:
   A. Immediately upon a change in control of the management of the Consultant that is unacceptable to the Board;
   B. Immediately upon the failure of the Consultant to function as a going concern, or to conduct its operations in the normal course of business;
   C. By either party, at any time, upon 10 days prior written notice to the other party, if the other party breaches any of its obligations under this Agreement and does not cure the breach within the 10-day period;
   D. By the Board upon 30 days written notice to the Consultant if, in the Board’s sole discretion, the Consultant has not met the Board’s quality or other performance expectations.

VIII. No Assignment. The Consultant shall not assign or transfer to any other person, firm or corporation this Agreement or any of its rights under this Agreement without the prior written consent of the Board, which consent the Board may withhold in its sole discretion.

IX. Drug-Free Workplace. The Consultant agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all its employees, while working on school property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

X. Non-Discrimination Compliance with Applicable Laws. The Consultant shall comply with the Civil Rights act of 1964 and all applicable federal and state executive orders and rules and regulations pertaining to non-discrimination.

The Consultant agrees that in the hiring of employees for the performance of work under this Agreement it will not discriminate against any citizen of this state by reason of race, color, religion, sex, age, handicap, national origin or ancestry. The Consultant further agrees that it shall require any subcontractor working on the Consultant’s behalf to include this non-discrimination provision in any contracts related to the performance of the Project.
XI. Miscellaneous:

A. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in the Agreement.

B. This Agreement may be amended or modified only in writing, signed by an authorized representative of each party.

C. This Agreement shall be construed under the laws of the State of Ohio.

D. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, this shall not affect the validity of the remainder of the Agreement or the respective obligations of the parties.

The parties have executed this Agreement as of the date first set forth above.

- Authorize participation in the competitive bid for retail electric service for July 2022 - June 2027

The Board of Education (the “Board”) of the Circleville Public School District, Pickaway County, Ohio, the “School District” met in general session on March 17, 2021, at 6:00 p.m., at the offices of the Board, 388 Clark Drive, Circleville, Ohio 43113

with the following members present:

M - introduced the following resolution and moved its passage:

RESOLUTION

AUTHORIZING THE PURCHASE OF COMPETITIVE RETAIL ELECTRIC SERVICE FROM THE LOWEST RESPONSIBLE BID SUBMITTED FOR THE BILLING PERIOD COMMENCING WITH THE JULY 2022 BILLING CYCLE AND TERMINATING NO LATER THAN THE JUNE 2027 BILLING CYCLE.

WHEREAS, the School District is a member of [META Solutions (f/k/a Metropolitan Educational Council)] (the “Council”), a body authorized by state statute to aggregate purchasing needs of schools and related nonprofit educational entities so as to take advantage of economies of scale when purchasing essential products and services; and

WHEREAS, the Council is joining with other major school districts and educational purchasing councils to conduct a Request for Proposal for competitive retail electric service commencing with the July 2022 billing cycle and terminating no later than the close of the June 2027 billing cycle, with bids to be submitted for various periods and durations (the “RFP”);

WHEREAS, the RFP will seek a single, fixed-price for all energy charges, excluding capacity charges which shall be passed-through directly to the School District and also will seek alternative pricing for the pass-through of fees associated with the supplier’s cost of compliance with Ohio’s renewable portfolio standards (“RPS”);

WHEREAS, the RFP calls for an administrative fee of $0.0003 per kilowatt-hour of electricity used which such fee shall be payable to the School District’s Council and shall be reflected in the CRES purchase price;

WHEREAS, the Council will send or has sent notices to bid on the School District’s electric load to all competitive retail electric service providers licensed to sell power in the state of Ohio and registered with the applicable electric distribution utility;

WHEREAS, the Council will select the lowest responsible bid submitted in response to the RFP, contemplated to be on or before May 1, 2021;

WHEREAS, this School District may review the lowest responsible bid and corresponding term and elect anytime up to the time period as stipulated in the RFP, unless extended to a later date as may be allowed under the RFP, to accept the lowest responsible bid with no obligation prior to that time or thereafter if the School District does not sign a Master Supply Agreement with the selected bidder; and
WHEREAS, the Superintendent or the Superintendent’s designee will review the lowest responsible bid and corresponding term when the RFP is concluded and determine whether the lowest responsible bid provides for competitive retail electric service for all of the School District’s electric load that is the result of a public and competitive RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE ___________ SCHOOL DISTRICT, COUNTY OF ____________, STATE OF OHIO, as follows:

Section 1. The Board of Education of this School District does hereby consent, as a member of the Council, to the conducting of an RFP process by the Council for competitive retail electric service commencing with the July 2022 billing cycle and terminating no later than the close of the June 2027 billing cycle, with bids to be submitted for various periods and durations on such terms and conditions as the Council deems appropriate.

Section 2. The Board of Education of this School District does hereby authorize the Superintendent or the Superintendent’s designee to execute a Master Supply Agreement to be prepared by the Council between the School District and the lowest responsible bidder in the RFP so long as the Superintendent or his appointee finds that the price reflects the results of a public and competitive RFP.

Section 3. The Board of Education hereby directs the Treasurer to review the lowest responsible bid once received and the Master Supply Agreement and determine if the School District has sufficient funds to certify this resolution and, if the Treasurer so finds, to certify this resolution.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board accepted the proposal and approved the contract with Hickory Valley Sod Farm for renovation of the playing surface at Tiger Stadium, as presented.

| Varsity Football Field Resod Entire Field |
| Irrigation System - Head Removal, Tune up, Reinstall heads |
| Combinator Removal of Existing Turf. 1/2" Cut and On Site Dump |
| Compost Soil Amendment - 1" Est and Install w/ MX650 Material Handler |
| Rotodiron RX220 Soil Renovator Till 9" depth |
| Natural Field Laser Grading |
| 30" x 108" 270sFroll Kentucky Bluegrass Sod, Starter Fert, Ship, Install. (Pricing to include student athletes to assist with install, compensated by HVSF). |
Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board accepted the proposal and approved the contract with Randy V. Moore Petroleum Distributors for procurement of fuel for buses and transportation vehicles for the 2020-2021 school year, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Stevens, seconded by Mr. Wagner, the Board approved the resolution authorizing the contract with Roese Brothers Paving as contractor for the Tennis Court project, as presented.

AUTHORIZING CONTRACT WITH ROESE BROS. PAVING AS CONTRACTOR FOR CIRCLEVILLE CITY SCHOOLS TENNIS COURT PROJECT

The Superintendent recommends approval of a contract with Roese Bros. Paving (“Roese”) for the construction of the Circleville City Schools Tennis Court Project (the “Project”).

Rationale:

1. The Board previously approved improvements to its tennis court facilities and the use of a competitive proposal process to solicit proposals for the Project.
2. The construction of the Project is outside the scope of the competitive bidding requirements defined in OHC 3313-46 for public school districts.
3. The Superintendent solicited proposals for construction services for the Project and Roese provided a proposal in the total amount of $255,980.00.
4. The District evaluated the qualifications and the pricing information provided and determined that selecting Roese’s proposal to construct the Project to be in the best interest of the District to complete the Project.
5. The Superintendent recommends authorizing negotiating and entering into a contract with Roese in the amount not to exceed $255,980.00.

The Board of Education resolves as follows:

1. The Board selects Roese as the contractor determined to be in the best interest for the District to complete the Project.
2. The Board authorizes the Superintendent, Treasurers, and other administrators as appropriate to work with legal counsel to negotiate and execute a contract with Roese for the Project and to sign any related documentation, including purchase orders, in an amount not to exceed $255,980.00.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the project management agreement (Tiger Field) with Field Source, as presented.

- Tiger Field - Renovation Project
- Project Oversight and Performance Management
- Prepare Scope of Work and Renovation Specifications for Tiger Field
- Twenty (20) site visits from April 1, 2021 through December 1, 2021 to inspect field conditions, quality control contractor/staff performance, and recommend any adjustments needed to improve results
- Support Facilities Director with scheduling and coordination of all contract services and vendors
- Perform contractor oversight and ensure adherence to renovation specifications for Tiger Field to include site preparation, establishment, irrigation, fertilization, and pest management
- Provide support to CVCSD staff for all technical issues and inquiries for grow-in and field maintenance
- Coaching and training CVCSD Grounds on all new equipment, field maintenance work, and maintenance program.
- Phone, e-mail, and text support with response within 12 hours
- Project wrap up meeting with key stakeholders

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the MOU between Circleville City Schools and the Circleville Teachers Association for 2021-2022 School Year, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens – yes

On a motion by Mr. Burrow, seconded by Mr. Stevens, the Board approved the Negotiated Agreement between Circleville City Schools and the Circleville Teachers Association for 2022-2024 School Year, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mr. Wagner, seconded by Mrs. Rothe, the Board ceased the December insurance premium holiday for all staff effective immediately, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Wagner, seconded by Mrs. Rothe, the Board approved the following resolution:

WHEREAS, This Board of Education in accordance with the provisions of the law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1, 2021; and

WHEREAS, The Budget Commission of Pickaway County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by the Board, and what part thereof is without, and what part within the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education of the Circleville City School District, Pickaway County, Ohio that the amount and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

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

Reports:
- Financial Reports - January 2021
- Warrants - January 2021

- Approve the Amended Certificate of Estimated Resources and the Amended Appropriation Resolution

Establishment of Fund:
- 019 - 9321 - South Central Power Co Grant - Robotics
- 599 - 9621 - Striving Readers Grant

Requisitions Over $10,000:
- GORDON FOOD SERVICE - food and supplies SY20-21 (April-June) - $153,000.00
- UNITED DAIRY - food for SY20-21 (April-June) - $25,000.00
- THE LEARNING SPECTRUM - education services for special needs student - $18,688.00
BOARD OF EDUCATION REGULAR MEETING
March 17, 2021

- RANDY MOORE PETROLEUM - fuel purchase - $20,000.00
- COLUMBUS BUILDING SERVICES - replacement hot water heater CHS - $30,000.00
- BRIAN YOUNG, HICKORY VALLEY SOD - new playing surface at Savings Bank Stadium - $101,953.00
- RYAN DEMAY, FIELDSOURCE - oversight of field renovation project - $15,000.00
- THE WRITING REVOLUTION - training class for CHS/CMS - $26,000.00
- META - student data services FY22 - $54,217.35
- ZIDE’S - football uniforms - $15,820.00
- BUCKEYE VALLEY LSD - contract services - $31,800.00

After the Facts:
- THE MID STATE LEAGUE - sport assessment costs - $1,222.25
- OLIVER PACKAGING & EQUIPMENT - cafeteria trays - $3,169.28
- SPEEDY MUFFLER MAN - muffler repair work for van - $150.00
- ARBOR COUNSELING - counseling services for New Hope (paid by Auxiliary Grant Fund) - $3060.00
- JACKSON TRANSPORTATION - transportation of special needs student - $8,000.00
- WAL-MART - car seats for special needs students - $100.00
- SCHOOL GATE GUARDIAN - annual maintenance and support for sex offender lookup - $475.00
- WOLFE CONSTRUCTION - February snow removal - $11,960.50
- NEW HOPE CHRISTIAN ACADEMY - reimbursement of internet services - $1,875.00

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens – yes

Board President’s Comments:

All present were invited to join a reception in the Alumni Room to welcome the new superintendent

On a motion by Mr. Wagner, seconded by Mrs. Rothe, the board voted to adjourn the meeting at 6:43 p.m.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens

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President

ATTEST

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Treasurer