

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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The Board of Education met in regular session on March 8, 2023, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m., President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Jeff Burrow, Terry Leasure, Patty Truex, and Christine Williams.

### **Presentations:**

- Student recognition- OHSAA State Wrestling Qualifiers  
Athletic Director Brandon Wright
- K-12 English Language Arts Curriculum Adoption  
Curriculum Director Amy Boston and teachers

### **Public Participation:**

- Dia Hildenbrand re: Scholarships

### **Legislative Report** – Patty Truex

### **Superintendent's Report** – Dr. Kimberly Halley

- Community engagement- State of the Schools
- Portrait of a Circleville Tiger
- Momentum Plan- Staff Professional Development March 20, 2023
- District Guiding Principles and Value Statement

### **Treasurer's Report** – Aaron Schirm

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board approved the Agenda, as presented:

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mr. Reeser, seconded by Mrs. Truex, the Board approved the following minutes, as presented:

- February 8, 2023, Regular Meeting, as presented

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams- abstain

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On a motion by Mrs. Williams, seconded by Mr. Burrow, the Board approved the following personnel items, as presented:

### **2022-2023**

#### **Substitutes:**

- Meghan Schiff  
Home Instruction Tutor  
Rate of pay: \$28/hr  
Retroactive: January 17, 2023
- Michael Vandagriff  
Substitute Custodian  
Retroactive: March 6, 2023

#### **Athletics:**

- Jerry Mogan  
7th Grade Baseball Head Coach  
Volunteer
- Haley Dick  
7th Grade Softball Assistant Coach  
Volunteer

#### **Unpaid Leave:**

- Samantha Brady  
CES Educational Aide  
Rescind: May 18 -19, 2023 (2 days)  
Unpaid Leave Days Canceled
- Jennie Merkle  
CHS Educational Aide  
Effective: October 1, 2022 -  
September 30, 2025
- Deanna Walker  
CES Teacher  
Effective: August 9-31, 2023
- Kristine Strutz  
CES Teacher  
Effective: August 9 - September 30, 2023

#### **Resignations:**

- Mark Turner  
CMS Educational Aide  
Effective: February 22, 2023
- Jeff Vance  
Bus Driver  
Effective: March 6, 2023

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- Mary Mogan  
EMIS Coordinator -  
Administrative Assistant  
Effective: April 4, 2023
- Janis England  
CES Educational Aide  
Effective: End of 2022-23 School Year

### Retirements:

- Deanna Walker  
CES Teacher  
Effective: August 31, 2023
- Kristine Strutz  
CES Teacher  
Effective: September 30, 2023

### 2023-2024

### Substitutes:

- Janis England  
Substitute Educational Aide

### Athletics:

- Evan Callihan  
Varsity Boys Soccer Head Coach  
Step 4

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the following facilities use agreements, as presented:

- Pickaway Board of Developmental Disabilities

This Lease ("Lease") is entered into as of this 8th day of March, 2023 ("Effective Date"), between the Circleville City School District, a political subdivision duly organized and validly existing under the laws of the State of Ohio, ("Lessor"), and Pickaway County Board of Developmental Disabilities, an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("Lessee") (Lessor and Lessee are collectively, hereinafter the "Parties").

### EVENTS

Lessor owns certain real estate in Pickaway County, Ohio, more fully and accurately described as Circleville City Schools, located at 388 Clark Drive, Circleville, Ohio 3113 (the "Real Property").

The Real Property contains a certain space in which Lessor intends to rent to Lessee under this Lease, more fully and accurately described as the CHS Weight Room (the "Leased Premises").

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It is the purpose and intent of the Parties to this Lease that the annual rental payment to Lessor is an attempt by the Parties to cover all costs, expenses, liabilities and obligations of the Leased Premises which may arise or become due during the term of the Lease. The rent derived from this Lease is not intended for profit. Lessee understands and agrees that it shall be responsible to timely pay for any such costs which exceed the annual rental payment set forth herein.

Events to be held on the lessor's property by the lessee are practices only in the spring of 2023.

**LESSOR AND LESSEE**, each in consideration of the acts and promises of the other, hereby agree as follows:

1. **DESCRIPTION.** Lessor, in consideration of Lessee's payment of rents and performance of covenants as stated in this Lease, does hereby lease to Lessee the Leased Premises.
2. **TERM.** The term of this Lease shall begin on the 8th day of March, 2023 and shall continue until the 30th day of June, 2023 ("Lease Term"), unless otherwise terminated in accordance with this Lease.
3. **HOLDING OVER.** If Lessee remains in possession after expiration of the Lease Term hereof, without the written agreement of the Lessor, Lessee shall be a tenant-at-will, and there shall be no renewal of this Lease by operation of law
4. **SCOPE OF AGREEMENT.** The scope of this Lease shall be limited as follows:
  - 4.1. **Areas Covered.** - - Lessee's right of access shall be strictly limited to the Leased Premises, direct avenues of access and exit, adjacent restroom facilities, and parking lot situated upon the Real Property.
  - 4.2. **Lessor's Access.** - - Lessor and its invitees shall have use of the remainder of the Real Property, common areas, and parking lot during scheduled times, including the times in which Lessee is occupying the Leased Premises.
  - 4.3. **Equipment Storage** - - Lessee shall be given written consent from the lessor to park or store any equipment owned by the lessee prior to the agreement.
  - 4.4. Lessee shall not have access to the facilities during the times when the district has activities and must coordinate all scheduling through the Athletic Director's office.
  - 4.5. The Lessee will not have an access to motorized equipment unless otherwise operated by the lessor.
5. **RENT PAYMENTS.** The Lessee agrees to provide the necessary maintenance and custodial services to maintain the Leased Premises in a suitable and safe condition during the term of the lease. The Lessor agrees to lease the premises at a rate of \$500 for the spring of 2023 (entire contract).
6. **COVERAGE.** Lessee will have a person physically on campus for each practice/event

who will be responsible for activities. It is known by both parties that it is not the Lessor's responsibility to provide coverage of events or to handle issues that arise during activities.

7. **LESSEE'S COVENANTS.** Lessee covenants and agrees:
  - 7.1. **RENT.** Lessee shall pay the rent herein required when due.
  - 7.2. **REPAIRS; AS IS CONDITION.** Lessee accepts the Leased Premises in its present "as is" condition. Lessee shall notify the Lessor in writing of any damages or necessary repairs. Lessee shall reimburse Lessor for all repairs made necessary as a result of the intentional or unintentional acts of Lessee or Lessee's employees, agents, members, guests, patrons or invitees.
  - 7.3. **NOTIFICATION OF HAZARDOUS CONDITION.** Lessee shall report immediately and in writing to the Lessor any defective, unsafe, hazardous condition existing in the Leased Premises or repair items which the Lessor is required to repair under this Lease.

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- 7.4. **PERMITS.** Lessee shall be responsible for obtaining and paying separately for any permits and licenses necessary for the use of the Leased Premises for the purposes more fully described herein.
- 7.5. **CLEAN UP.** Upon leaving the Leased Premises each evening the Lessee will clean all areas and return them to and following the expiration or termination of this Lease, Lessee shall leave the Leased Premises in a condition substantially similar to the condition that it was in when Lessee took possession of the Leased Premises.
- 7.6. **SAFETY PROTOCOLS.** Lessee shall be responsible for enforcing the same safety protocols that the school is required to follow per local/state/federal health department guidance.
8. **LESSEE'S LIABILITY INSURANCE.** Lessee shall carry, at its own cost, Combined General Liability Insurance in the Combined Single Limit amount of One Million Dollars (\$1,000,000.00) or such other amount as Lessor may hereafter agree, designating Lessor as an "Additional Named Insured," insuring Lessor and Lessee from and against claims for injuries and death sustained by persons or property on the Leased Premises during the Lease Term.
9. **REVIEW OF POLICY.** Upon securing the insurance coverage as required herein, which shall in no event be later than the date of execution of this Lease, Lessee shall submit to Lessor, for Lessor's review and approval, written evidence of the insurance and any other documentation regarding the scope of coverage required in this Lease.
10. **OPTION TO TERMINATE.** If at any time during the Lease Term the insurance policies required hereunder lapse or for any reason are not obtained by Lessee, Lessor shall have the option to immediately terminate this Lease and proceed with the enforcement of its rights under Paragraph 21 and Paragraph 23 of this Lease.
11. **DAMAGE TO PROPERTY; INDEMNIFICATION.** Lessor shall not be liable for any injury, loss or damage to Lessee, its employees, agents, invitees or guests, or any other any person appearing upon the Leased Premises during the Lease Term, and Lessee agrees to save and hold Lessor harmless therefrom.
- All personal property owned by Lessee, and its employees, volunteers, agents, patrons, invitees and guests, which is taken onto the Leased Premises shall be the responsibility of Lessee, and Lessor shall bear no liability for loss, theft or damage thereto. Lessee shall be responsible for all acts, whether intentional or not, of Lessee and its employees, volunteers, agents, patrons, invitees and guests. Lessee hereby indemnifies and holds Lessor harmless from damages caused as a result of such acts by these individuals, including damages to person or property.
12. **USE OF THE LEASED PREMISES.** Lessee shall use the Leased Premises for lawful purposes or for any other purpose that may be granted prior approval by

Lessor. Use of the Leased Premises is limited to the time and area restrictions as described above, and is further limited to conducting religious services and classes consistent with Lessee's mission. At no time shall the Lessee use the Leased Premises for a profitable purpose. Rather, Lessee shall operate as an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code throughout the Lease Term. Failure to use the Leased Premises in such a manner will result in the immediate termination of the Lease. Further, Lessee shall be responsible for full reimbursement to Lessor of any expenses, including but not limited to state or federal tax liability, incurred to Lessor as a result of Lessee's failure to adhere to this provision.

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13. **INSPECTIONS.** Lessor may enter the Leased Premises at any time, for any reason, assuming that Lessor shall not disrupt the quiet enjoyment of Lessee during the Lease Term.

14. **ALTERATIONS; ACT CONSISTENT WITH CODES.** Lessee will not make or

permit anyone to make any alterations in or additions to the Leased Premises, nor will Lessee install any equipment of any kind that will require any alterations in or additions to the water system, plumbing system, heating system, air conditioning system, or electrical system or the use of such systems, unless Lessee has obtained the prior written consent of Lessor. Lessee shall abide by all state and local fire and housing codes, and shall refrain from using open flames, candles or other flame- or heat-producing items on Leased Premises.

If any alterations, additions, or installations are made without Lessor's written consent, or contrary to the time and manner designated by Lessor, Lessor may correct or remove them and Lessee shall be liable for any or all expenses incurred by the Lessor in the performance of this work. Any alterations, additions, or installations made by Lessee shall, unless Lessor elects otherwise, become the property of Lessor and shall remain upon the Leased Premises. In the event that Lessor elects otherwise, such alterations, additions, or installations shall be removed by Lessee at its expense, and Lessee shall restore the Leased Premises to the condition of the Leased Premises on the date this Lease is executed, ordinary wear and tear excepted.

15. **SIGNAGE.** Posting, attaching or affixing any signage and other advertising matter on or about the Leased Premises shall be subject to the prior approval of Lessor, whose approval shall not be unreasonably withheld, conditioned or delayed. In no event shall signage bearing religious text, symbols, or pictures be allowed to remain in place after the hours in which Lessee is occupying the Leased

Premises. In the event that signage is approved by Lessor, Lessee shall verify that all allowed signage complies with all state and federal laws and regulations.

16. **ASSIGNMENTS AND SUBLEASES.** Lessee shall neither assign, nor sublease all or any part of the Leased Premises without prior written approval of Lessor. Approval may be withheld in Lessor's sole discretion.

17. **CONTINGENCY FOR USE OF LEASED PREMISES FOR EDUCATIONAL PURPOSES.** If at any time during the Lease Term, or during any renewal, Lessor determines that the Leased Premises, or any lesser part or part thereof, is needed for educational purposes, Lessor may:

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Terminate this Lease without incurring any liability to Lessee by giving Lessee fifteen (15) days advance written notice. Such termination shall only be made by Lessor if Lessor determines that the Leased Premises will not be available for Lessee's use for four (4) or more complete days of the Leased Term because of the need of the space for educational purposes. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to terminate the Lease pursuant to this paragraph.

Withhold Lessee's access to the Leased Premises for a specified amount of time, without incurring any liability to Lessee, by providing seven (7) days advance written or oral notice. Such withholding may include any portion of any day without limitation, or up to four (4) complete days. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to withhold Lessee's access pursuant to this paragraph.

18. **QUIET ENJOYMENT.** Lessor covenants and warrants that, upon performance by Lessee of its obligations hereunder, Lessor shall allow Lessee to peaceably and quietly enjoy the Leased Premises.
19. **CONDITION OF THE LEASED PREMISES; INTENDED PARKING AREA.** Lessee hereby accepts the Leased Premises in its "as is" condition. The acknowledge that the Lessee intends to use a certain paved area of the Leased Premises as a parking area. Lessee shall be responsible to Lessor to pay for any damage or destruction caused by Lessee's use of the parking area.
20. **LIENS, ENCUMBRANCES AND INTERESTS IN THE PREMISES.** Lessee shall keep the Leased Premises free of any liens, claims or other encumbrances by financial institutions, lenders, contractors, subcontractors, materialmen, suppliers or other laborers arising out of the use or improvement of the Leased Premises, including any improvements and fixtures added thereto by Lessee, based upon any act or interest of Lessee or anyone claiming through or against Lessee. Lessee shall be in default of this Lease should Lessee allow a lien to be filed against the Leased Premises and shall reimburse Lessor for any and all costs including attorneys' fees required to remove such liens from the Leased Premises.
21. **SURRENDER OF PREMISES; TERMINATION OF LEASE.** At the expiration of the Lease Term or subsequent renewed term, or upon termination of the Lease, Lessee shall surrender the Leased Premises to Lessor "broom clean," in the condition existing as of the commencement of the Lease Term, subject only to reasonable wear and tear.

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22. **NO CAUSE TERMINATION:** Either party may terminate this Lease without cause by providing ninety (90) days written notice to the other party.
23. **PERSONALITY OF LESSEE.** If Lessee does not remove all its effects from the Leased Premises at the termination of this Lease, Lessor may at its option remove all or part of said effects in any manner that Lessor may choose, and store or dispose of the same without liability to Lessee for loss or damage thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal, storage, and/or disposal of such effects. Lessor shall have a lien upon the personal property and effects of Lessee left on said Leased Premises, and Lessor may at its option, in the event of Lessee's default hereunder and upon Lessor's termination of this Lease, without notice, sell at private sale all or part of said property and effects for such price as Lessor may deem best and apply the proceeds of such sale to any amount due under this Lease, or to cover expenses for the removal and/or sale.
24. **DEFAULT AND TIME TO CURE.** If Lessee, at any time during the Lease Term, shall fail to observe or perform any of Lessee's obligations hereunder, and if any such default shall not be cured within fifteen (15) days after written notice delivered to Lessee, Lessor shall have the right, at its election, to terminate this Lease and all of Lessee's rights hereunder. A default in the payment of rent shall not require any notice of default, but shall still be cured (paid in full) within fifteen (15) days of the due date.
- Upon ten (10) days after Lessee's right to cure has expired, if no cure has been made by Lessee, this Lease and all rights granted to Lessee hereunder shall come to an end, and Lessee hereby covenants to peaceably and quietly yield up and surrender to Lessor such Leased Premises. Lessor's remedies specified herein shall be cumulative, non-exclusive and in addition to any other remedies available to Lessor and provided by law.
25. **WAIVER.** Any waiver by either of the Parties of any breach of any one or more of the terms, covenants and conditions of this Lease shall not constitute a waiver of any subsequent breach to the same or any other term, covenant or condition to this Lease, nor shall the failure of either party to require complete compliance with any of the terms, covenants or conditions of this Lease be construed as changing the terms hereof or estop either party from enforcing the full provisions hereof.
26. **SEVERABILITY AND CONFLICT WITH LAW.** If by operation of law, or by a court of competent jurisdiction, it is found that any provision of this Lease is illegal or unenforceable, such provision shall be deemed invalid, but the remainder of this Lease shall be deemed valid and remain in full force and effect.
27. **TITLES AND HEADINGS.** The titles or paragraph headings are inserted herein only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of a particular provision to which they refer.
28. **ENTIRE AGREEMENT.** This Lease contains all the agreements and conditions made between the Parties hereto and may not be modified orally or in any other manner other than by an agreement, in writing, signed by all the Parties hereto or their respective successors in interest.
29. **NOTICE.** Except as otherwise provided in this Lease, a bill, statement, notice or communication which the Lessor may desire or be required to give to Lessee will be deemed sufficiently given or delivered to Lessee if given personally or sent by regular or certified mail addressed to Lessee at the address below. Any written notice by Lessee to Lessor shall be given to Lessor at the address stated below. The time of giving such bill, statement, notice or communication shall be deemed to be the time when the same is delivered in person, or when mailed.



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- Tigers Youth Softball

### LEASE AGREEMENT

This Lease ("Lease") is entered into as of this 1st day of March, 2023 ("Effective Date"), between the Circleville City School District, a political subdivision duly organized and validly existing under the laws of the State of Ohio, ("Lessor"), and Tigers Youth Softball Association, an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("Lessee") (Lessor and Lessee are collectively, hereinafter the "Parties").

### EVENTS

Lessor owns certain real estate in Pickaway County, Ohio, more fully and accurately described as Circleville City Schools, located at 388 Clark Drive, Circleville, Ohio 43113 (the "Real Property").

The Real Property contains a certain space in which Lessor intends to rent to Lessee under this Lease, more fully and accurately described as the **SOFTBALL DIAMONDS AND THE PRESSBOX, RESTROOMS, and CONCESSIONS** (the "Leased Premises").

It is the purpose and intent of the Parties to this Lease is no payments to Lessor in an attempt by the Parties to provide space for our community rec league. The Lessee is required to provide materials, and equipment to cover all costs, expenses, liabilities and obligations of the Leased Premises which may arise or become due during the term of the Lease. Lessee understands and agrees that it shall be responsible to maintain and take care of the property to the full extent possible and up to the current Circleville City Schools standard.

- Central Ohio Youth Softball

### LEASE AGREEMENT

This Lease ("Lease") is entered into as of this 1st day of March, 2023 ("Effective Date"), between the Circleville City School District, a political subdivision duly organized and validly existing under the laws of the State of Ohio, ("Lessor"), and Central Ohio Tigers, an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("Lessee") (Lessor and Lessee are collectively, hereinafter the "Parties").

### EVENTS

Lessor owns certain real estate in Pickaway County, Ohio, more fully and accurately described as Circleville City Schools, located at 388 Clark Drive, Circleville, Ohio 3113 (the "Real Property").

The Real Property contains a certain space in which Lessor intends to rent to Lessee under this Lease, more fully and accurately described as the **SOFTBALL DIAMONDS & THE PRESSBOX, RESTROOMS, and CONCESSION STAND** (the "Leased Premises").

The Lessee is required to provide materials, and equipment to cover all costs, expenses, liabilities and obligations of the Leased Premises which may arise or become due during the term of the Lease. Lessee understands and agrees that it shall be responsible to maintain and take care of the property to the full extent possible and up to the current Circleville City Schools standard.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

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On a motion by Mrs. Williams, seconded by Mr. Leasure the Board approved the following Service Agreements, as presented:

- **META Master Service Agreement - FY24**  
Including: Schedule 1 Core Services - Fiscal & Student Software Support, Schedule 2 Services - ProgressBook, IEP Anywhere, Library, Data Map, Utility Audit, and Special Education Data Reporting Support

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

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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.<sup>1</sup> 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,

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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.

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4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2023 and shall continue until June 30, 2024, (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 monies 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

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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 AS A RESULT OF LOSS OF DATA OR MISINFORMATION) 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 AND/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.

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### 8.0 Ownership of Property.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9.0 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.

10.0 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 conform 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.

11.0 Effect of Termination by Owner. In the event that Owner decides to terminate this Agreement pursuant to Section 4.0 or Section 10.0 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.

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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12.0 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.

### 13.0 Miscellaneous Provisions.

13.1 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 venued 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 venued 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

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

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

14.2 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

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

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

14.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.



# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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This Consulting Agreement (this "Agreement") is entered into as of July 1, 2023, by and between the Board of Education (the "Board") of Circleville City School (the "District"), and META Solutions (the "Consultant"), with a mailing address of 2100 Citygate Drive, Columbus, Ohio 43219 and phone number of (614) 473-8300.

- 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 error 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 those companies. The District's representative will be informed prior to any negotiations.

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### 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, 2023, and shall thereafter remain in full force and effect until June 30, 2024. 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 is, 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 may and all other statutes, 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.

- ESC of Central Ohio - STACK Coaching for FY24

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### Contracted Service Agreement Center For Student Services

#### General Terms and Conditions

These General Terms and Conditions, together with the Related Statement of Work, become the Agreement between the parties as to the subject matter of the Statement of Work. Agreement to the Statement of Work and these General Terms and Conditions is signified by an authorized representative of the Educational Service Center of Central Ohio ("ESCCO") and the undersigned client, The Circleville City Schools Board of Education ("Client").

1. **Services:** ESCCO shall work collaboratively with the CLIENT to provide services as outlined in the attached Statement of Work.
2. **Client Responsibility:** The CLIENT shall submit a purchase order number to the ESCCO for invoicing purposes, upon receipt and approval of the CONTRACTED SERVICE AGREEMENT/STATEMENT OF WORK.
3. **Intellectual Property:** The ESCCO wholly and solely owns all content and materials developed under this Agreement and shall retain the right to distribute any content or materials as it deems appropriate. CLIENT may use any content or materials developed under this Agreement for its internal purposes and shall not distribute any content or materials owned by ESCCO without advanced, written consent, outside of personnel employed by the district.
4. **Payment:** The CLIENT shall pay the fees for the Services and any materials as set forth in the Statement of Work. ESCCO will provide invoices as indicated in the Statement of Work. ESCCO staff time will be billed at the rates set forth in the Statement of Work. If ESCCO incurs out-of-pocket expenses incident to performing this Agreement, ESCCO shall be reimbursed to the extent those expenses are documented and reasonable. ESCCO's request for reimbursement shall be submitted with the related invoice.
5. **Terms and Termination:** Upon execution, this Agreement is effective as of the date indicated in the Statement of Work and shall remain in effect for a period set forth in the Statement of Work or until the Services have been completed in every material respect, unless earlier terminated pursuant to this section. This Agreement may be extended by the parties upon mutual written agreement, and if ESCCO continues to provide substantially similar services at substantially similar fees or rates, consistent with the Statement of Work, this Agreement shall continue in effect with respect to those services upon written approval by Client.

Either party may terminate this Agreement in the event of a material breach by the other party that is not cured to the reasonable satisfaction of the aggrieved party within 30 days of written notice of that breach. Additionally, the Parties may terminate this Agreement at any time, and for any reason, upon mutual written agreement. In the event of any termination of this Agreement, fees and expenses due ESCCO shall be those accrued in connection with the Services provided to the Client through the date of that termination.

Date of the Statement of Work to which these General Terms and Conditions relate and apply: August 2023-June 2024

Attachment: Statement of Work

- Identisys - design and installation of intercom system for District Office Entry

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### PROJECT STATEMENT OF WORK:

Project Overview – Exterior Vandal Resistant Video Intercom for 4 buildings.

**District Office:** We will reuse the existing door hardware and electrified strike/door hardware that is already installed. A new Video Intercom will be mounted on the exterior side of the door. Cable will run from the intercom to the Secretaries desk inside of the door. At this desk, we will install a video station to see who is at the door and allow access. We will also install a second video station in the first office to the right.

**High School:** We will reuse the existing door hardware and electrified strike/door hardware that is already installed. A new Video Intercom will be mounted on the exterior side of the door. Cable will run from the intercom to the Secretaries desk inside of the door. At this desk, we will install a video station to see who is at the door and allow access. We will also install a second video station for the other secretary at the same desk.

**Middle School:** We will reuse the existing door hardware and electrified strike/door hardware that is already installed. A new Video Intercom will be mounted on the exterior side of the door. Cable will run from the intercom to the Secretaries desk inside of the door. At this desk, we will install a video station to see who is at the door and allow access. We will also install a second video station for the other secretary at the same desk.

**Elementary School:** We will reuse the existing door hardware and electrified strike/door hardware that is already installed. A new Video Intercom will be mounted on the exterior side of the door. Cable will run from the intercom to the Secretaries desk inside of the door. At this desk, we will install a video station to see who is at the door and allow access. We will also install a second video station for the other secretary at the same desk.

### PRICING STRUCTURE FOR 4 Intercom systems:

Quantity	Description
4	7" Video Vandal Set (JO-DVF, JO-1MDW, PS-1820UL)
4	7" Expansion Monitor (Requires 6 wire connection to JO Master)
8	Desk Stand, Adjustable
4	Form C Door Release Relay, 18-24V DC Input
3	2 Cond., 18AWG, Unshielded, Low-cap 500'
1	4 Cond., 18AWG, Unshielded, Low-cap 500'

Total Equipment:	\$	6,563.80
Implementation Materials:	\$	783.00
Professional Implementation Services:	\$	6,336.91
TOTAL SYSTEM INVESTMENT:	\$	13,683.71
Tax and Shipping		*Not Included

*Tax Exempt Certificate Required for Tax Exempt entities*

### Notes/Terms:

Shipping: FOB shipping point and prepaid  
Payment: Equipment costs is due with a customer purchase order in consideration of mobilization fees.  
Progress billings may apply in 30-day increments. See Progress billing terms listed below.  
Balance due upon completion and signing of Final Acceptance form.  
Tax and shipping not included.  
Prices valid for 30 days  
February 14, 2023

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### PROJECT SCOPE OF WORK

#### Field Wiring, Cabling, Materials, and Equipment: \_\_\_\_\_:(Initial here)

- All wire and cable will be provided by IdentiSys.
- All conduit, wire mold, and installation materials will be provided by IdentiSys.
- All wire and cable conduit will be installed by IdentiSys.
  - Any wiring, cable, and materials provided and/or installed by others must meet manufacturer's specifications for equipment proposed and must be installed meeting all national and local electrical and building codes.
- Any unused or abandoned cabling found during this implementation will be the sole responsibility of others to remove and discard.

#### Field Device Installation: \_\_\_\_\_:(Initial here)

- All IdentiSys provided field devices will be installed by IdentiSys.
  - Any IdentiSys supplied equipment slated to be installed by others must be installed per specifications in accordance with all manufacturer's requirements.
- Any third-party supplied equipment interfacing with this security system will be the responsibility of others to install in accordance with all building codes and manufacturer's specifications

#### Head-End Control Equipment and Power Supplies: \_\_\_\_\_:(Initial here)

- All head-end controllers, power supplies, recording devices and enclosure listed in the above equipment pricing structure will be supplied by IdentiSys. These devices will be installed by IdentiSys.
- Any control equipment or power supplies being supplied by a third-party will be the responsibility of others to install.

#### Field Electronic and Electromechanical Locking Hardware: \_\_\_\_\_:(Initial here)

- Any existing mechanical or electrified hardware slated for re-use or interface to this system will be the responsibility of others to ensure good working condition and compliance with the proposed system as well as local building and life-safety codes.
  - Any interfaces to third party hardware not provided by IdentiSys under this contract will be the responsibility of the customer to provide coordination between trades and to ensure will be interfaced in compliance with all local, state and federal building, fire and life safety codes.

#### Head-End Software, Servers, PC Clients and Networking: \_\_\_\_\_:(Initial here)

- IdentiSys will provide all head-end control, communications and operating equipment listed in the pricing structure above.
- Any Head-End control equipment being supplied by others will be the responsibility of others to install and maintain. Please see Customer Responsibilities section below for specifics of each line item.

#### System Software Programming: \_\_\_\_\_:(Initial here)

- IdentiSys will install and program any IdentiSys provided software listed in the Bill of Materials above.
  - Any interfaces to third party provided software or Operating Systems will be the customer's responsibility for ensuring proper installation of all versions, security patches and updates are in place at the time of installation.
- IdentiSys will program all system hardware and infrastructure options required for proper system functionality and interfaces to existing customer communications infrastructure and third-party systems.
- For any customer site-specific programming requirements within the Security Software provided, such as entering cardholder data, programming Access levels, Time zones, auto-unlock times etc., IdentiSys will:
  - During the Customer Training session, program several examples of each function of the system along with the customer and ensure their understanding of these procedures.
  - For larger systems, it will then be the customer's responsibility to extrapolate these programming functions and accomplish the additional programming required to encompass all required parameters for day to day operational status.
  - At the beginning of the project, IdentiSys will deliver System Programming forms and review them with the customer to ensure understanding and allow time for the customer to develop a programming matrix in advance of the customer training.

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### Circleville City Schools - Responsibilities: \_\_\_\_\_:(Initial here)

- Customer is responsible for providing all 110VAC power requirements at all head-end and applicable field device locations. Unless called out specifically under the terms of this contract.
- Customer is responsible for providing all required network connectivity to their existing network to include:
  - A static IP address for each head-end control device and all applicable field IP devices.
- Customer is responsible for all network perimeter security, firewall protection, antivirus software, network management software and other network security requirements.
- For any customer provided Servers, PCs, storage devices or other networking equipment, Customer will be responsible to provide, install and maintain any Operating Systems, antivirus software, firewalls, etc, and will be responsible for maintaining all required security patches and system updates.
  - *Before implementing and security patches or system updates, please contact your IdentSys team to verify that any IdentSys provided security software has been tested and is compatible with the latest patches and updates.*
- Customer is responsible for maintaining regular backups of system databases. During customer training, all backup, archiving and restore procedures will be reviewed for any systems provided by IdentSys.
- Customer is responsible for removal and disposal of any unused, discarded or abandoned cable discovered by IdentSys during the course of this implementation.

### Customer Training: \_\_\_\_\_:(Initial here)

- IdentSys will provide the basic allotted training module with this implementation. Basic training includes a system operational training session for up to 2 individuals and will be performed in one contiguous session, not to exceed 2 Hours.
- This training will be performed at the customers location.

### Hours of Work and Site Access: \_\_\_\_\_:(Initial here)

- This proposal is based upon the assumption that all work will be performed during normal business hours, 8 AM – 5 PM Monday – Friday. Requirements for work outside of these hours may result in a charge order for additional labor fees.
- This proposal assumes free access to all work sites during normal business hours as well as a secured on-site storage location for required equipment and materials.

### Progress Billings: \_\_\_\_\_:(Initial here)

- IdentSys Security requires an initial payment of equipment costs, in consideration of project mobilization fees. During project implementation, as each building or portion of the project is finalized, commissioned and brought online, a progress billing for this portion of the project will be submitted to the customer for payment. IdentSys's payment terms are NET 30 days from the date of mailing of the invoice.
- An overall project invoice for the remainder of payment, less a 10% retainer, will be submitted for payment upon the customer signing of the IdentSys Certificate of Substantial Completion. The IdentSys Certificate of Substantial Completion will include a punch-list of outstanding items, to be resolved in a timely fashion by all concerned parties.
- Upon completion of punch-list, and signing of IdentSys's Certificate of Final Acceptance, a final invoice for the remainder of the project will be submitted to the customer for final payment.

### Change Order Processing: \_\_\_\_\_:(Initial here)

- In the event of a variances in field conditions, project scope of work, equipment requirements, third party delays, hours of access or other unforeseen changes not addressed elsewhere in this contract, these variations will be communicated by the IdentSys Project Manager to the customer or customer's representative, and a change order form will be prepared and submitted prior to proceeding with any additional work pertaining to these variances.
  - **Engineering Change Order:** These change orders will reflect no monetary change to the customer but may or may not impact the completion date of a project.
  - **Customer Change Order:** This type of Change Order reflects a monetary impact to the project and may or may not impact the completion date.
- In either case, the CO will detail the reason for the change, any equipment/materials/labor impacted, impact to timeline and total cost of CO. This will be reviewed with the customer and a signature will be required prior to proceeding with any changed scope of work.

# BOARD OF EDUCATION REGULAR MEETING

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System Warranty/Service Agreement: \_\_\_\_\_:(Initial here)

- This proposal includes a 90-day warranty on all labor and materials contained within the Bill of Materials against defects in manufacture or workmanship.
  - *This warranty excludes all components provided or installed by others. Warranty is limited to IdentSys provided components only.*
  - In the event of a request for service, IdentSys will dispatch a factory authorized representative to diagnose the issue. Any problem found to be directly pertaining to any third-party hardware or any customer-provided labor will result in an invoice being submitted to customer for Time and Materials, based upon IdentSys' current service rates.
  - Pricing has also been provided for the Annual Service Agreement. Based on purchase date and warranty expiration, IdentSys can prorate the amount to line up with the existing service contract. Replacement equipment will also be substituted in the contract renewal.

Existing or Third-Party Supplied Equipment: \_\_\_\_\_:(Initial here)

- Please reference any and all applicable equipment paragraphs outlined above. These terms hold true for any and all equipment, materials or labor not supplied by IdentSys. These items include but are not limited to:
  - Any existing or Third-Party supplied cabling, conduit or materials.
  - Any existing security equipment, including any locking hardware interfacing with the IdentSys system.
  - Any existing or third-party supplied networking or system server, PC or monitor requirements.
  - Any system power supplies required for proper system operation.
  - *For any existing, customer or Third-Party supplied equipment, materials or labor, IdentSys assumes no responsibility for functionality or performance. These devices, equipment, materials, and labor are excluded from any IdentSys real or implied warranty. IdentSys's sole liability is limited to any integration and commissioning services outlined above with regard to these services. Any warranty or service contract calls placed for these components which result in a direct finding that these components are found to be defective or improperly installed will result in additional labor, travel and equipment charges billed at a time and materials rate.*

Existing Facility or Field Conditions: \_\_\_\_\_:(Initial here)

- During the initial Site survey, project development meetings or review of the bid, contract or construction documents, every effort was made to verify actual field construction with regards to facility walls, ceiling, access points, Hazardous Materials (asbestos, etc) considerations, power, wire routing, lighting, and other actual conditions. During the course of system implementation, it may become apparent that certain field conditions vary from what was proposed during the proposal phase.
  - *In the event that any actual field conditions vary from initially proposed conditions with regards to labor, materials or equipment, a field change order will be prepared and delivered to the customer for discussion and approval of the changes prior to proceeding with any additional work.*

Third-Party Delays: \_\_\_\_\_:(Initial here)

- This proposal was developed in good faith through meetings with the customer and any third-party entities involved in bid specifications, timeline development, and implementation requirements. The pricing brought forth in this proposal is based upon a contiguous implementation guideline and is subject to additional changes due to project delays caused by circumstances outside of IdentSys's control such as third-party delays with regards to equipment delivery, third-party labor delays or third-party facility construction delays.
  - *In the event that any project delays are incurred due to circumstances outside of IdentSys's direct control, a field change order will be prepared and delivered to the customer for discussion and approval of the changes prior to proceeding with any additional work.*

- Delmarva Buildings - concrete change order

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mr. Burrow, seconded by Mr. Leasure the Board approved the enclosed resolution for the following service agreement:

- Sprint Electric - Additional exterior lighting at Circleville Middle School

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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The Superintendent and Treasurer recommend contracting with Sprint Electric, Inc. (the "Contractor") for the Safety Lighting Project (the "Project"). The Superintendent requests authority for the Superintendent and Treasurer to negotiate and enter into an agreement with the Contractor for the Project.

### Background

- 1 The District has identified a need to install additional exterior lighting at the Middle School.
- 2 The District requires the services of a contractor to supply the materials and provide the necessary services to install the additional exterior lighting at the Middle School.
- 3 The District anticipates using federal grant funds to pay for a portion or all of the Project.
- 4 The work for the Project is outside the statutory bidding requirements for public school districts under Section 3313.46 of the Ohio Revised Code, as the work for the Project is for the security and protection of school property and the cost of the work is less than \$50,000.
- 5 The District solicited price quotations from an adequate number of qualified sources pursuant to 2 C.F.R. 200.320(a)(2).
- 6 The Superintendent and the Treasurer recommend the quotation provided by the Contractor as the quotation that is in the best interest of the District.
- 7 The Superintendent and the Treasurer request authority to negotiate an agreement with the Contractor for the Project and to execute the agreement and any associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$35,000.
- 8 The Superintendent and Treasurer also request authority to enter into change orders on behalf of the Board in a total amount not to exceed 15% of the Contract Sum. Change orders in excess of that amount, individually or in the aggregate, will be brought to the Board for its approval.

### The Board of Education resolves as follows:

- 1 The Board authorizes the Superintendent and Treasurer to work with other administrators and legal counsel to negotiate an agreement with the Contractor for the Project, and to execute the agreement and associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$35,000 on the Board's behalf.
- 2 The Board further authorizes the Superintendent and Treasurer to sign change orders related to the Project in a total amount not to exceed 15% of the Contract Sum; should a change order exceed this amount individually or in the aggregate of change orders for the work, the change order will be brought to the Board for approval prior to the work associated with the change order being performed.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mrs. Truex, seconded by Mrs. Williams the Board approved the Preschool Handbook for 2023-2024, as presented:

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a Motion by Mrs. Truex, seconded by Mr. Burrow the Board approved the resolution to purchase and adopt the English Language Arts curriculum for kindergarten through twelfth grade, as presented:



# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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The Superintendent recommends contracting with McGraw Hill for the purchase of K-12 Language Arts Curriculum and requests authority for the Superintendent to negotiate and enter into an Agreement with McGraw Hill for the purchase of the K-12 Language Arts Curriculum.

### Background

1. The District has identified a need to purchase new K-12 Language Arts Curriculum (the "Curriculum") to use in the instruction of its students
2. The District anticipates using federal grant funds to pay for a portion or all of the Curriculum.
3. The District solicited proposals pursuant to 2 C.F.R. 200.320(b)(2) and received proposals from three (3) vendors. The District rejected one (1) proposal as it only provided Language Arts Curriculum for kindergarten through fifth grade.
4. Bidding was not required pursuant to Ohio Revised Code Section 3313.46, as the Curriculum is educational material used in teaching.
5. The Superintendent recommends the proposal provided by McGraw Hill as the most advantageous for the District.
6. The Superintendent requests authority to negotiate an agreement with McGraw Hill for the purchase of the Curriculum and to execute the agreement and any associated documents on the Board's behalf at the conclusion of satisfactory negotiations in an amount not to exceed \$616,679.86.

### The Board of Education resolves as follows

1. The Board authorizes the Superintendent to work with other administrators and legal counsel to negotiate an agreement with McGraw Hill for the purchase of the Curriculum, and to execute the agreement and associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$616,679.86 on the Board's behalf

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion approved by Mrs. Williams, seconded by Mr. Reeser the Board approved the overnight trip for wrestling, as presented:

- 8 wrestlers to OHSA District tournament in Steubenville, OH  
March 3 & 4, 2023

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion approved by Mr. Reeser, seconded by Mrs. Williams the Board approved the Guiding Principles/Value Statements, as presented:

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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388 CLARK DRIVE, CIRCLEVILLE, OH 43113



(740) 474-4340 (740) 474-6600 (FAX)

### District Mission

Maximizing the achievement of each student in a safe environment

### District's Guiding Principles/Value Statements

At Circleville City Schools, together we commit to...

1. Make decisions based on what's best for all students
2. Collaborate and persevere to achieve win-win solutions despite differences
3. Intentionally build trust, belonging, and inclusive environments
4. Adapt educational experiences to produce future-ready citizens
5. Remain individually accountable to consistent practices aligned to the District's mission

On a motion approved by Mr. Reeser, seconded by Mr. Burrow the Board approved the rates set by the Budget Commission, as presented:

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

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

### Reports:

- Financial Reports - February, 2023

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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- Warrants - February, 2023

### **Approval of the Certificates:**

- Amended Official Certificate of Estimated Resources FY23
- Amended Appropriation Resolution for FY23

### **Requisitions Over \$10,000:**

- GORDON FOOD SERVICE - food and cafeteria supplies - \$315,000.00
- BERGER HEALTH SYSTEM - biometric screenings for staff - \$11,000.00
- GREEN & SONS, LTD. - new UTV for maintenance and band use - \$34,796.27
- LEAF COMMERCIAL CAPITAL - remainder of monthly copier and printer lease - \$16,287.65
- SPRINT ELECTRIC - additional lighting CMS - \$21,860.00
- IDENTISYS INC. - design and installation of upgraded intercom system district wide - \$31,933.71
- PICCA - transportation for special needs foster placed student for remainder of school year - \$24,000.00
- DELMARVA BUILDINGS - concrete change order - \$12,446
- MCGRAW-HILL - ELA curriculum - \$616,679.86

### **After the Facts:**

- RICHARD WALTERS - fuel reimbursement for school van - \$35.00
- OHIO ASSOCIATION OF ELEMENTARY SCHOOL ADMINISTRATORS AND SAIL FOR EDUCATION - membership dues for Karen Bullock - \$295.00
- CAMILLE HOOP - reimburse college credit plus textbook - \$124.16
- BUCKEYE PROPANE - propane for buildings on campus - \$2,381.95
- POWER OF THE PEN - missing judge fee - \$50.00
- ROUNDTOWN PLAYERS - costume fees - \$225.00
- TOPPERS TEES LLC. - musical shirts - \$1,117.50
- COLUMBUS BUILDING SERVICES - repair module 5 HVAC at CHS - \$545.00
- VANDYKE INC - copier staples - \$152.69
- RURAL KING - maintenance supplies - \$343.99
- SUTHERLANDS - maintenance supplies - \$687.42
- PRINTEX - spring newsletter - \$5,275.53

### **Student Activities:**

- FFA Budget Revision - adding Flower Sale

### **Donations:**

- Sheetz \$200 - to High School FFA
- Horizon \$500 - to Club Future

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

# BOARD OF EDUCATION REGULAR MEETING

## March 8, 2023

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### Board President's Comments:

Board Work Session

On a motion by Mr. Reeser, seconded by Mrs. Williams, the Board entered in to Executive session at 7:44 p.m. in accordance with (O.R.C. 121.22G (b) Investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

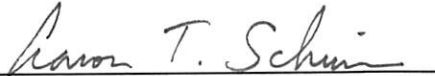
The Board returned to general session at 7:48 p.m.

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board voted to adjourn the meeting at 7:49 p.m.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes



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President

ATTEST 

\_\_\_\_\_  
Treasurer