The Board of Education met in special session on March 25, 2022, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 4:00 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**
- Pickaway County Banking Center Donation – Jessica Calder
- Mathematics Curriculum Adoption – Garla Jalloh & Amy Boston

**Legislative Report** – Patty Truex

**Superintendent’s Report** – Dr. Kimberly Halley
- Student Enrollment
- Leadership Development
- Kindness Month in CVCSD – April 2022
- “Be the Difference” Day- Friday April 8, 2022

**Treasurer’s Report** – Kristen Rhoads
- ESSER Funds
- Redesign Status
- Donation

On a motion by Mr. Reeser, seconded by Mr. Burrow, 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. Williams, the Board approved the following minutes:

- February 16, 2022, Regular Meeting, as amended

Mr. Reeser – yes; Mr. Burrow– yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams -yes
On a motion by Mr. Burrow, seconded by Mrs. Truex, the Board approved the donation agreement with the Pickaway County Banking Center to sponsor student athletic passes for a period of three academic school years ending June 30, 2025.

This Athletic Department Multi Year Sponsorship Agreement ("Agreement") is entered into by and between the Circleville City School District Board of Education ("the District") and the Pickaway County Banking Center, ("Donor"). The terms of this Agreement are as follows:

I. Term: The Term of this Agreement shall be for a period of three (3) academic school years. The Term shall begin on the day the District approves this agreement with said donor. (March 25, 2022 through June 30, 2025) Any failure by Donor to utilize any Additional Amenities available to it under this Agreement shall not operate to extend or suspend the Term of this Agreement in any way.

II. Amenities: Donor shall also be entitled to receive the following amenities during the term of this Agreement.

A. Advertisements: During the Term of this Agreement,
   (1) District will add "Donor" logos above CMS and CHS Student Section Signs in each gym respectively.
   (2) District will add "Donor" logo to Co-Branded Banner in the Savings Bank Stadium in front of the Student Section.
   (3) Have the opportunity to place an advertisement on the Savings Bank Stadium Video Board;
   (4) Have the opportunity to place an advertisement on the Horizon Gymnasium Video Board.
   (5) Have the opportunity to place one (1) sign, at the CHS Athletic Complex fence.
   (6) Receive recognition and able to provide marketing materials on the Athletic website, (CirclevilleAthletics.com)
   (7) Receive a social media mention by logo added to social media graphics.
   (8) Announcement script provided by the "Donor" for Basketball home games. Must be approved by the Athletic Director and sent with at least 48 hours advance to a home contest.
   (9) Have the opportunity to set up a table at up to ten (10) Athletic Events per school year. (Not limited to the Gymnasium) Must give the Athletic Director a 24 hour notice.
   (10) Have the opportunity to supply branded marketing materials/ giveaways at home athletic contests (Branded materials to be distributed may be, but not limited to the following: team schedule magnets, popcorn bags, t-shirts, etc).

Any content or messaging a Donor wishes to place in an advertisement and/or sign must be submitted to the District by July 1st of each year. All advertisements and signs must be pre-approved by the District prior to placement. In the event a Donor’s advertisement and/or sign is not approved by the District, the Donor shall be notified of the District’s decision. The Donor shall have up to fifteen (15) business days to provide the District with alternative content for the advertisement and/or sign it wishes to place within fifteen (15) business days. Donor forfeits its right to place an advertisement and/or sign for the school year.
B. **Athletic Tickets:** During the Term of this Agreement, Donor may request up to four (4) adult or student all-sport season passes to the District’s athletic events for three (3) years.

III. **Purpose of Sponsorship:** The purpose of this sponsorship agreement is to permit all CMS and CHS (Grades 6 through 12) into all HOME Circleville Middle School and High School Regular Season Events for Free ($0 Cost to Eligible Students). (Excludes OHSAA and Mid-State League Tournaments)

Circleville City Schools will require the District Student ID to be present to receive free admission.

IV. **Fee:** In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay the District a sum of $18,000, beginning with the first payment Donor makes to the District, shall be non-refundable. The payments shall be made payable to the Circleville Athletic Department. All future payments of $6,000 shall be made to the Circleville City School District on or before the 25th day of March 2022, March 2023, and March 2024.

a. **First Payment:** The first payment shall be March 25, 2022 in the amount of $6,000. This will cover the 2022-2023 school year.

b. **Second Payment:** The second payment shall be March 24, 2023 in the amount of $6,000. This will cover the 2023-2024 school year.

c. **Last Payment:** The last installment of $6,000 will be paid on March 22, 2024. This will cover the 2024-2025 school year.

*At any time, during the duration of this agreement, the Donor has the option to pay off the remaining balance prior to the end of the term.*

V. **Consideration:** Donor acknowledges and agrees that its acceptance of either the rights afforded it with respect to the Amenity set forth in this Agreement represents sufficient consideration for payment of the Fee set forth in this Agreement.

Donor further agrees that upon acceptance of either the rights afforded it with respect to the Amenity set forth in this Agreement for any period of time, it would be unjustly enriched by receiving a refund of any portion of the Fee paid to the District.

VI. **Cessation of Athletic/Academic Activities:** Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation as a result of any cessation of a sponsored athletic and/or academic activity to which this Agreement applies.

VII. **Likeness:** Donor acknowledges and agrees that the rights granted pursuant to this Agreement do not include the right to use the name or likeness of the District without its expressed written consent. This is to include its employees, and/or students in connection with any promotion of Donor or its service.

VIII. **Force Majeure:** If the Component/Location is damaged by fire, earthquake, act of God, the elements or other casualty or is otherwise rendered unusable for its intended purpose at any time during the Term of this Agreement, any remaining obligation of either party under this Agreement shall be suspended until such time as the Component/Location may be repaired. In the event the Component/Location cannot be repaired, any remaining obligations under this Agreement shall terminate.

In the event the District decides, in its sole discretion, to rebuild the Component/Location following a fire, earthquake, act of God, the elements or other
casualty or as a result of it being rendered unusable for its intended purpose, any remaining Term of this Agreement shall continue in full force and effect beginning on the date on which the new Component/Location is complete.

Neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party, including but not limited to strikes, federal, state, or local government action or inaction, or any other act or condition beyond its reasonable control, other than such party’s inability to perform its payment obligations.

IX. Indemnity: Donor agrees to indemnify, defend and hold the District harmless from any and all claims, costs, expenses, damages and litigation, including attorney’s fees, resulting from any copyright, trademark or similar claims during the Term of this Agreement. Upon the termination of this Agreement for any reason, this section shall survive with respect to any claims, costs, expenses, damages and litigation, including attorney’s fees, resulting from any copyright, trademark or similar claims that arose during the term of this Agreement.

X. Removal of Name/Cancellation of Agreement: During the term of this Agreement, should Donor take any action, that in the reasonable opinion of the District, brings dishonor and/or disrepute to the Donor and/or the District, the District may cancel this Agreement at its discretion. Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation in the event this Agreement is terminated pursuant to this section.

XI. Assignment: As set forth in Section II, Donor’s amenities under this Agreement shall not be transferred or assigned to another individual or entity without the prior written consent of the District.

XII. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

XIII. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto. No prior verbal or written agreement shall survive the execution of this Agreement. Any alteration or modification to this Agreement shall be set forth in writing and shall be signed by both parties.

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

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

2021-2022 School Year

Substitute Assignment:

- Thelma Cox Substitute Educational Aide Retroactive: March 10, 2022

- Jeffrey Vance Substitute Bus Driver Retroactive: March 22, 2022

- Cathy Eckel Substitute Cook
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- Robert Jenkins  Substitute Custodian
  Retroactive: March 16, 2022

Athletics:
- Dick Walters  CHS Track Assistant
  Years of Experience: 15+
- Jayson Perkins  CMS 7th Grade Baseball
  Years of Experience: 0

Volunteers:
- Christina Blair  Destination Imagination

Resignation:
- Steven Kalinoski  Girls Basketball Head Coach
  Effective: end of 2021-2022 season
- Megan Hoffman  CHS Head Cheerleading Coach
  Effective: end of 2021-2022 season
- Dianna Owens  CES Cook
  Effective: March 18, 2022
  Not returning from unpaid leave

Retirements:
- Traci Smith  CMS Administrative Assistant
  Effective: May 31, 2022
- Karen Sabine  CES Administrative Assistant
  Effective: May 31, 2022
- Richard Vanover  CHS - Custodian
  Effective: June 30, 2022
- Bruce Hannigan  CES - Custodian
  Effective: June 30, 2022
- Valerie Crist  CES Library Aide
  Effective: July 31, 2022
- Beth Wadlington  CES Educational Aide
  Effective: July 31, 2022
2022-2023 School Year

**Classified Staff:**

**Administrative Assistants:** 200 day contract (8 hours/day)
- Jill Evans
- Cassandra Spradlin

**Administrative Assistant:** 220 day contract (8 hours/day)
- Rebecca Baird
- Amy Rhymer
- Lauren Seitz
- Kathy Webb

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

**Cooks:** 182 day contract (4 hours/day)
- Ashley Brosher
- Robin Davis

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

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

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

**Head Cooks:** 182 day contract (8 hours/day)
- Cheryl Davis (CHS/CMS)
- Kelly Goode (CES)
Custodians: 260 day contract (8 hours/day)
Cherisha Beatty
Jennifer Bryant
Biff Bumgarner
Ryan Crabtree
Heather Daugherty
John Dietrich
Timothy McGreevy
Kelly Smith

Head Custodians: 260 day contract (8 hours/day)
Troy Cassidy (CES)
Larry Parsley (CMS)
Clayton Mogan (CHS)

Instructional Aides: 182 day contract (8 hours/day)
Taylor Barthelmas
Samantha Brady
Libby Brisker
Patricia Brockman
Margaret Burns
Sherri Burns
Harlee Buxbaum
Terri Carter
David Chapman
Darla Cryder
Kathryn Cydrus
Dawn Dalessandri
Janis England
Kimberlee Fait
Julie Ferrell
Leslie Hatfield
Angela Hixon
Angela Holbrook
Christine Johnson
Heather Kerns
Terrie Knul
Britni Krivak
Sue Mace
Joyce Mallow
Jennie Merkle
Cynthia Mitchell
Vivian Pound
Lisa Rase
Ava Rawn
John Raymond
Leslie Sells
Edna Strawser
Mark Turner

**Nurses Aide RN:** 182 day contract (8 hours/day)
Karla Exline
Lindsey Rodgers

**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)
Matthew McLaughlin
Mark Skinner

**Grounds Manager/ Facilities Support:** 260 day contract (8 hours/day)
Jerry Mogan

**Network and Systems Analyst:** 260 day contract (8 hours/day)
Arthur (A.J.) McCray

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

**Communications Director:** 220 day contract (8 hours/days)
Darci Valentine

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams -yes
On a motion by Mrs. Williams, seconded by Mr. Burrow, the Board approved the following personnel item, as presented:

**2022-2023 School Year**

**Instructional Aide**: 182 day contract (8 hours/day)
Maria Truex

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

On a motion by Mrs. Truex, seconded by Mrs. Williams, the Board approved the following Overnight trip items, as presented:

- Darci Valentine as a chaperone for the CHS Washington D. C. Trip
- CHS Robotics II class (9 students) in order to take part in the National Robotics Challenge on April 7-9, 2022 in Marion, Ohio

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

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

- po1616
- po2271
- po2370.01
- po2431
- po4124
- po5772
- po6110
- po6114
- po6325
- po6423
- po7217
- po8500

Mr. Reaser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams -yes
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On a motion by Mr. Reeser, seconded by Mr. Leasure, the Board approved the K-12 SAVVAS Mathematics Curriculum (6 year License), as presented:

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

On a motion by Mr. Burrow, seconded by Mrs. Truex, the Board approved the resolutions allowing the District to initiate and conduct a proposal process for the following projects:

- Athletic Field concession, storage and restrooms
  
  AUTHORIZING THE INITIATION OF THE PROCUREMENT PROCESS FOR THE DISTRICT’S CONSTRUCTION PROJECT

  The Superintendent requests authority to initiate and conduct a proposal process for the procurement of contractor(s) for the Athletic Field Concession, Storage, and Restrooms Project (the “Project”).

  Background:
  1. The Superintendent, with the assistance of other District administrators, has identified the need for the construction of the athletic field concession, storage and restrooms.
  2. The Superintendent recommends using a proposal approach for the procurement of the contractor(s) because the work for the Project is outside the scope of the statutory bidding process under Ohio Revised Code Section 3313.46. The legal justification for each procurement will be contained in the respective authorizing resolution for each contract.
  3. Accordingly, the Superintendent requests authority to work with the Treasurer to commence the proposal process and to bring recommendations back to the Board for approval of the contractor or contractors determined to have submitted the proposal in the best interest of the District for the Project.

  The Circleville City School District Board of Education resolves as follows:
  
  The Board authorizes the Superintendent, working with the Treasurer, to conduct the proposal process and negotiate the contract(s) for the contractor(s) to provide services for the Project, which will be brought to the Board for Board consideration and approval.

- Parking Lot Lighting - for bus lane
  
  AUTHORIZING THE INITIATION OF THE PROCUREMENT PROCESS FOR THE DISTRICT’S CONSTRUCTION PROJECT

  The Superintendent requests authority to initiate and conduct a proposal process for the procurement of a contractor(s) for the Parking Lot Lighting Project (the “Project”).

  Background:
  1. The Superintendent, with the assistance of other District administrators, has identified the need for improvements to the parking lot lighting for the additional bus lane.
  2. The Superintendent recommends using a proposal approach for the procurement of the contractor(s) because the work for the Project is outside the scope of the statutory bidding process under Ohio Revised Code Section 3313.46. The legal justification for each procurement will be contained in the respective authorizing resolution for each contract.
  3. Accordingly, the Superintendent requests authority to work with the Treasurer to commence the proposal process and to bring recommendations back to the Board for approval of the contractor or contractors determined to have submitted the proposal in the best interest of the District for the Project.

  The Circleville City School District Board of Education resolves as follows:
  
  The Board authorizes the Superintendent, working with the Treasurer, to conduct the proposal process and negotiate the contract(s) for the contractor(s) to provide services for the Project, which will be brought to the Board for Board consideration and approval.

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams -yes
On a motion by Mrs. Williams, seconded by Mr. Reeser, the Board approved the letter of intent with Veregy (DBA Dynamix Energy Services) for the Energy Savings Project (LED lighting upgrade) through the META consortium bid, as presented:

The Superintendent recommends authorizing an Agreement and accompanying Guaranteed Maximum Price Amendment with Veregy (dba Dynamix Energy Services) ("Dynamix") for the District's Energy Savings Project (the "Project").

Rationale:

1. The Board has identified a need to perform various HVAC and energy savings improvements at its facilities to improve air quality and to reduce its energy costs.

2. R.C. 167.081 permits the District to participate in a contract entered into by a council of governments in accordance with the requirements of that section without the need to engage in competitive bidding.

3. The District is a member of META Solutions ("META"), a council of governments.

4. Dynamix was selected by META as the best value construction manager at risk to perform energy savings projects for META's members in accordance with the requirements of R.C. 167.081 and the competitive procurement process provided in R.C. 9.33 d. seq.

5. Additionally, the procurement of Dynamix satisfies the requirements of the Uniform Guidance under federal law; specifically, 2 C.F.R. § 200.318(e) encourages the District to utilize cooperative purchasing and META's procurement of Dynamix in accordance with the competitive procurement process provided in R.C. 9.33 d. seq. likewise meets the competitive proposal requirement of 2 C.F.R. § 200.320(b)(2).

6. Based on the unit pricing-established by the META program, Veregy will perform the preconstruction services for the amount of $12,500.00 and an Agreement for the preconstruction services will be prepared for the Project.

7. As part of its preconstruction services, Dynamix will then prepared the scope of work for the Project and also prepared a pricing proposal to perform the work based on the unit pricing established by the agreement with META in accordance with R.C. 167.081; a corresponding Guaranteed Maximum Price Amendment will be prepared for the Project and presented to the Board for separate approval.

The Board of Education resolves as follows:

1. The Board approves an Agreement for preconstruction services with Dynamix in an amount not to exceed $12,500.00.

2. The Board hereby authorizes the Board President, Superintendent, and Treasurer, to execute the Agreement and any related documents on behalf of the Board.

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 job descriptions, as presented:

- Director of Student Services
- Coordinator of Student Services

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. Burrow, the Board approved the rates set by the Budget Commission, as presented:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1, 2022; 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 this 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 amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted, and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Board of Education the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

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 Treasurer's items, as presented:

Reports:
- Financial Reports - February 2022
- Warrants - February 2022

Establishment of Fund:
- Dr. Charles and Mrs. Mollie Hedges Scholarship Fund - 007-9004

Requisitions Over $10,000:
- COLUMBUS BUILDING SERVICES - CHS HVAC repair work - $11,916.00
- PRODIGY STUDENT TRAVEL - CHS/CMS DC trip - $19,685.00
- KINDRED SPIRITS INVESTMENT (REDTREE) - QSCB mgmt fees - $16,342.10
- COMDOC INC - computers/monitors - $18,994.20
- HELENA - field chemicals - $19,703.21
- GATEWAY EDUCATION HOLDINGS (SAVVAS) - K-12 mathematics curriculum adoption - $488,549.64
- GORDON FOOD SERVICE - food and supplies (April - June) - $153,000.00
- VALLEY WHOLESALE FOODS - food and supplies (April - June) - $20,000.00
- UNITED DAIRY - food (April - June) - $25,000.00
- VEREGY/DYNAMIX - energy savings project-$12,500.00
- RANDY MOORE PETROLEUM - fuel to finish FY22 - $60,000.00
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After the Facts:
- CHARLES HUGHES - play stage props - $31.46
- WILSON PLUMBING - maintenance materials - $57.84
- WOLFE CONSTRUCTION - snow removal to finish FY22 - $9,900.00
- BUCKEYE PROPAONE - propane service - $5,000.00
- NICHOLLS - CHS custodial supplies - $194.63
- OTIS ELEVATOR - CMS elevator repair - $2,504.50
- PRIME CHOICE PEST CONTROL (RAY BURRIS) - $895.00
- MELVIN STONE - gravel - $1227.94
- DISTRICT MANAGEMENT GROUP - CES software license - $900.00
- ROBERT VALENTINE (RV'S TIRES) - tires for maintenance vehicle - $796.40
- KAREN BULLOCK - reimbursement for gift cards - $100.00

Donations:
- Dr. Charles and Mrs. Mollie Hedges - Scholarship - $500
- Jack & Diane Kemme - for Homeless Families - $100
- Defenbaugh-Wise-Schoedinger Funeral Home - Walmart Gift Card - $45
- Ink My Logo - to CHS Choir Dept. from T-Shirt Fundraiser - $100
- Pickaway County Banking Center - student athletic passes - $18,000

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

Board President’s Comments:
- Discussion about security vestibule

On a motion by Mr. Burrow, seconded by Mr. Reeser, the Board voted to adjourn the meeting at 4:42 p.m.

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

[Signature]
President

[Signature]
Treasurer