The Board of Education met in regular session on August 12, 2020, in the Circleville High School Auditorium, 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, Patty Rothe, Andrea Tipping, Jeff Burrow, and Chris Wagner.

During Public Participation John Dietrich, CHS evening custodian, thanked the Board for the $100.00 Stipend for all contracted staff, to help offset the cost of PPE during the Covid19 response.

Mrs. Rothe gave the legislative report.

Superintendent, Jonathan Davis, presented his report to the Board.
- The Board recognized Mr. Bob Bensonhaver for 44 years of service announcing the Band at CHS football games.
- The CCS Special Education Department presented on the current services, testing and changes coming to student services.

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

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

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

On a motion by Mr. Reeser, seconded by Mrs. Tipping, the Board approved the minutes as follows:
- July 8, 2020, Special Meeting, as presented.
- July 15, 2020, Regular Meeting, as presented.

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

- Amy Isralewitz  
  Substitute Custodian  
  Retroactive to August 18, 2020

- Cherisha Beatty  
  Substitute Custodian & Cook  
  Retroactive to September 14, 2020

- Joseph Moats  
  Substitute Custodian  
  Retroactive to September 2, 2020

- Crystal Scurlock  
  Substitute Custodian

**Additional Staffing:**
- Julie Strawser  
  Tutor - Gifted CMS & CHS  
  Tutor Rate  
  Not to exceed 250 hours for FY21

**2020 - 2021**

**Certified:**
- Casey Lockard  
  District Substitute Teacher  
  Daily Substitute Rate  
  Start Date: retroactive to  
  September 14, 2020

**Classified:**
- Cynthia Mitchell  
  Educational Aide - CES  
  Rate: $13.50 per hour  
  Effective: September 28, 2020  
  153 days/8 hours per day
• Clayton Mogan  
  CES Head Custodian  
  Rate: $18.15 per hour  
  Effective: September 21, 2020  
  202 days/8 hours per day

• Timothy McGreevy  
  CHS 2nd Shift Custodian  
  Rate: $16.08 per hour  
  Effective: September 21, 2020  
  202 days/8 hours per day

Supplementals:

• Jonathan Davis  
  CHS Interact Club  
  Volunteer

• Joe Stitt  
  CMS Teacher Tech  
  Step: N/A

• Millard "Bubba" Good  
  CMS Teacher Tech  
  Step: N/A

• Wendy Jordan  
  NJHS CMS - Split Stipend  
  Step: 7

• Lisa Powers  
  NJHS CMS - Split Stipend  
  Step: 6

• Tammy Laughlin  
  CES Teacher Tech  
  Step: N/A

• Stacey Groff  
  CES TRL Lead Teacher  
  Step: 0

• Andrea Downs  
  Destination Imagination  
  Step: N/A
- Brian Bigam  
  CHS National Honor Society  
  Step: 9
- Randy Brown  
  CHS Club Future - Split Stipend  
  Step: 2
- Bobby Lomardo  
  CHS Club Future - Split Stipend  
  Step: 2
- Kayla Theis  
  CHS Student Council  
  Step: 1
- Monica Lombardo  
  CHS Yearbook  
  Step: 5
- Clint Marcum  
  CHS Key Club  
  Step: 2
- Rachel Perini  
  Resident Educator Mentor  
  (2 X $662.50)
- Cathy Klint  
  Resident Educator Mentor  
  (2 X $662.50)
- Sara Cochenour  
  Resident Educator Mentor  
  (2 X $662.50)
- Matthew Fosnaugh  
  Resident Educator Mentor  
  (1 X $662.50)
- Trent Roberts  
  Resident Educator Mentor  
  (1 X $662.50)

**Athletics:**
- Cynthia Mitchell  
  Cheerleading Coach - CMS  
  Volunteer - effective 9/28/2020
- Brad Keaton  
  CMS Head Wrestling  
  Years of Experience: 9
• Katherine Mears  CHS Freshman Volleyball  
       Years of Experience: 0

• Jose Travis  CMS Assistant Football (Split Stipend)  
       Years of Experience: 0

• Scott Siembida  CMS Assistant Football (Split Stipend)  
       Years of Experience: 1

• Justin Jenkins  CHS Assistant Tennis  
       Volunteer

Leaves of Absence:
• Dianna Owens  2-year unpaid leave of absence  
       following the exhaustion of  
       all eligible leave

• Donna Hoffman  2-year unpaid leave of absence  
       beginning on September 30, 2020

• Megan Hoffman  25-day unpaid leave of absence  
       Beginning: September 24, 2020

Resignations:
• Mike Edgington  Head Custodian - CES  
       September 30, 2020

• Mark Hoffman  Starting January 1, 2021 begin  
       using all eligible leave 
       Resignation effective following the exhaustion of all  
       eligible leave

• Cynthia Mitchell  Cheerleading Coach - CMS  
       Effective: September 27, 2020

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
On a motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the Memorandum of Understanding agreement with CEA as presented.

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the contract with Fairfield County ESC for the audit of gifted education needs, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
On a motion by Mrs. Rothe, seconded by Mrs. Tipping the Board approved the contract with McWatters Consulting for the evaluation of the 21st CCLC After School Program for the 2020 - 2021 school year, as presented.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe the Board approved the Extra Mile Handbooks and forms, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
On a motion by Mr. Burrow, seconded by Mr. Wagner the Board approved the Career-Technical Education waiver, as presented.

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

On a motion by Mr. Wagner, seconded by Mrs. Rothe the Board approve the Agreement with Ohio Christian University for the use of Circleville City Schools Facilities, as presented.

Whereas, the Board is a political subdivision of the State of Ohio, and owns certain real property located at Circleville High School, 348 Clark Drive, Circleville, Ohio, including: (a) room number 2115; and (b) room number 2116 (collectively, the “Academic Premises”) and (c) the track (including shot and discuss area); (d) the tennis courts and (e) high school gymnasiums (collectively, the “Athletic Premises”). Collectively, the Academic Premises and the Athletic Premises may be referred to as the “Premises.”

Whereas, OCU desires to rent the Academic Premises to conduct a science course pursuant to the terms set forth in this Agreement.

Whereas, OCU desires to rent the Athletic Premises to host athletic practices pursuant to the terms set forth in this Agreement.

Whereas, the Premises are not currently needed for school purposes during the time that OCU desires to rent the Premises.

NOW, THEREFORE, INTENDING TO BE BOUND BY THIS AGREEMENT, the parties agree as follows:

1. Premises. OCU will use the Academic Premises from 4:00 p.m. to 9:00 p.m. on [Monday] and [Thursday] to conduct an evening science course for up to forty (40) students during the 2020 fall semester and the 2021 spring semester. OCU may use the Athletic Premises to host athletic practices during the 2020 fall semester and the 2021 spring semester. OCU shall contact the Circleville Athletic Director prior to the start of the school year to discuss scheduling of the Athletic Premises and may only use the Athletic Premises upon the prior written approval of the Board, or its designee. The Premises are not currently needed for school purposes during such times. Notwithstanding anything to the contrary in this Agreement, the Board shall have first priority in its use of the Premises.

2. Term. The term of this Agreement will be from August 1, 2020 through July 1, 2021. Prior to the end of the term, the Board and OCU shall meet and discuss the renewal of this Agreement.

3. Termination. Either party shall have the right to terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party at the address set forth below. Notwithstanding the foregoing, OCU acknowledges and agrees that while the Premises are currently not needed for school purposes, the Board may immediately terminate this Agreement upon a determination by the Board that the Premises are needed for school purposes.

4. Rental Fee. OCU shall pay the Board annual rent payments of Twenty Thousand Dollars ($20,000) for use of the Premises (“Rental Fee”). The Rental Fee shall be paid as follows: Ten Thousand Dollars ($10,000) shall be due on or before October 1, 2020 and Ten Thousand Dollars ($10,000) shall be due on or before January 1, 2021.
5. *Use.* OCU shall only use the Premises as set forth in this Agreement. OCU acknowledges and agrees that its use of the Premises shall be limited to the provisions of this Agreement and OCU shall not use the Premises for any other purpose. Except for desks, chairs, and sinks contained within the classroom, OCU shall not be permitted to use any equipment, supplies, or other items located in the Premises without the prior written approval of the Board. OCU's students and staff shall have access to the Board's wireless internet connection during their use of the Premises and shall comply with the Board's acceptable use policy at all times.

OCU's staff members remain the employees of OCU and are not employees or independent contractors of the Board. OCU represents and warrants that it has in place, and will maintain, adequate insurance to cover the employees, students, members of the public, and/or any other individual who will be present on the Board's Premises during OCU's use of the Premises during the Term of this Agreement, including liability, workers' compensation, unemployment, and any other necessary insurance. Employees of OCU will not represent to families or students that they are employees of the Board.

6. *Joint Venture.* This Agreement does not create, and shall not be construed as, a joint venture.

7. *Disclaimer.* OCU agrees that it will include a conspicuous disclaimer as part of its enrollment process for the science course that includes the following statement:

OCU is a private college, is not part of the Circleville City School District, is not affiliated with the District and is not endorsed by the District.

8. *Building Expenses.* The Board will continue to operate, maintain, repair, and insure the Premises during the Term of this Agreement. The Board shall provide janitorial services for the Premises.

9. *Waiver/Modification.* Except as expressly provided herein, no modification of this Agreement or waiver of any of its terms will be effective against a party unless set forth in a written document signed by the authorized representatives of the parties. The parties acknowledge that no person has authority to modify this Agreement or waive any of its terms on behalf of a party except as expressly provided in this paragraph.

10. *Notices.* Notices to either party under this Agreement shall be made or given at the addresses set forth below. A notice is sufficient if in writing and delivered in person or sent by certified mail, return receipt requested to:

<table>
<thead>
<tr>
<th>Circleville City School</th>
<th>Ohio Christian University</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Board of Education</td>
<td>__________________________</td>
</tr>
<tr>
<td>388 Clark Drive</td>
<td>ATTN: ____________________</td>
</tr>
<tr>
<td>Circleville, Ohio 43113</td>
<td>ATTN: Superintendent</td>
</tr>
</tbody>
</table>

11. *Compliance with Board Policy.* OCU represents and warrants that it, and the individuals that will be present on the Board's Premises, will comply with all Board policies, including but not limited to Board Policy 7510 (Use of District Premises). OCU further represents and warrants that it will pay the Board for any damages due to its use of the Premises.

12. *Indemnification.* OCU shall indemnify, defend and hold harmless the Board, its members, employees, agents, insurers and assigns from and against any and all claims, charges, losses, damages, fees, liens, expenses and liability, including but not limited to damage to the Board's property, claims for workers compensation, and/or any other claims, charges, losses, damages, fees, liens, and/or expenses brought by any individual present on the Board’s Premises pursuant to this Agreement. Nothing herein shall be construed to reduce or otherwise limit the immunity granted to the Board under Chapter 2744 of the Ohio Revised Code and Ohio Revised Code Section 3313.791.
Should any governmental entity, court, or other entity determine that OCU’s employees, agents, subcontractors or assigns providing any services under this Agreement are employees or independent contractors of the Board, OCU shall indemnify, defend, and hold harmless the Board, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of OCU’s employees, agents, subcontractors or assigns. The provisions of this Section shall survive termination of this Agreement.

13. **Background Checks.** OCU shall require any of its employees/contractors that will be present on the Board’s property under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall be present on the Board’s property under this Agreement.

14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, oral or written, and all prior and contemporaneous negotiations, conversations, and other communications between parties related to its subject matter. Neither of the parties is justified in relying on such proposals, negotiations, conversations, or communications. The parties have participated jointly in drafting this agreement and agree that if any ambiguity or question of interpretation arises, the Agreement shall be construed as if jointly drafted by the parties. The parties agree that no presumption or burden of proof shall arise, favoring one party by virtue of authorship of any specific provision(s) of this Agreement. If any term of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Board and OCU have caused this Agreement to be signed by their duly authorized representatives. Each individual signing below represents and warrants the he/she has the authority to sign on behalf of, and bind, his/her respective entity.

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

On a motion by Mr. Burrow, seconded by Mr. Reeser, Roee Brother’s Paving was awarded the contract for completion of the tennis court project per the official request for proposal.

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

On a motion by Mrs. Rothe, seconded by Mr. Wagner the Board approved the agreement with Pickaway Area Recovery Services to assign a Preventionist to the Circleville Elementary School for the 2020-2021 school year to be paid for with the K-12 Prevention Education ADAMH grant.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
Om a motion by Mrs. Tipping, seconded by Mr. Reeser the Board approved the following Treasurer's items as presented:

- Financial Reports - August 2020
- Warrants - August 2020
- Amended Certificate of Estimated Resources and Amended Appropriation Resolution

**Requisitions Over $10,000:**
- GORDON FOODS - food for SY20-21 - $153,000.00
- UNITED DAIRY INC - food for SY20-21 - $25,000.00
- FIREFLY COMPUTERS - CMS staff laptops - $40,410.00
- DRUG FREE CLUBS OF AMERICA - student memberships - $18,000.00 ($5,165.48 paid by ADAMH Grant Funds)
- PICKAWAY AREA RECOVERY - PARS services - $20,000.00 (ADAMH Grant Funds)
- ROESE BROTHERS PAVING INC - tennis court project - $255,930.00
- RUMPKE - trash removal SY20-21 - $23,400.00

**After the Facts:**
- NATIONAL HONOR SOCIETY -
  - high school membership - $385.00
  - middle school membership - $385.00
- CITY OF CIRCLEVILLE - annual sprinkler system charge - $6,327.74
- JACKSON TRANSPORTATION - transportation of special needs students - $4,000.00
- JERRY MOGAN - hand sanitizer dispensers for busses - $655.00
- CHALK.COM - curriculum instruction - $2,362.50
- OHIO DEPARTMENT OF MEDICAID - for claims submitted - $1,636.46
- SCHOLASTIC LIBRARY PUBLISHING - classroom magazines - $1,307.15
- DYNAMIX ENERGY SERVICES - repairs at CES - $500.00
- PICKAWAY COUNTY COMMUNITY ACTION - transportation for special needs students - $9,900.00
- CHALK.COM EDUCATION - instruction material - $2,362.50
- SUTHERLAND'S - mulch - $324.35
- ALL POWER EQUIPMENT LLC - repair to Scag mower - $694.05

**Donations:**
- Salvation Army & Walmart - CES school supplies for student needs
- Natalie Blevins - CES school supplies for student needs
- Community United Methodist Church - CCS Student needs - $10,000.00
- Barbra Lemaster - Covid19 meals - $100.00
Budgets and Philosophy:

- CHS Interact Club
- American Field Service Club
- Art Club
- Class of 2021
- Class of 2022
- Class of 2024
- CHS Band
- CHS Business Professionals Association
- Club Future - Drug Free Club of America
- FCCLA
- Key Club
- CHS Media Center
- CHS Principal's Fund
- SOS Club
- CHS Student Council
- Tiger Claw Cafe
- CHS Yearbook
- CMS School Band
- CMS Builders Club
- CMS Cheetahs
- 8th Grade D.C. Trip
- CMS Media Center
- National Junior Honor Society
- CMS Principal's Fund
- CMS Roar
- CMS School Store
- CMS Student Council
- CMS Wild Sites
- CES Principal's Fund
- CES Media Center
- CES STEM Program
- District Office Superintendent's Fund

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes
Board President's Comments:

Mr. Reeser thanked the Special Education Department on behalf of the Board for all they do for the students of the District.

On a motion by Mr. Burrow, seconded by Mr. Reeser the board voted to adjourn the meeting at 8:23 p.m.

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

[Signature]
President

[Signature]
ATTEST

[Signature]
Treasurer