

The Board of Education met in regular session on April 10, 2013 in the Circleville City Schools District Office, 388 Clark Drive, Circleville, Ohio. Vice President Todd Stevens called the meeting to order.

On roll call, the following members were present: Dan Bradhurst, Tony Reeser and Todd Stevens

There was no public participation.

Mrs. Williams arrived at 7:04 p.m.

Mr. Reeser presented his Legislative Liaison report.

Student Board member Samantha Stevens gave her monthly report on student activities.

Mr. McMahon gave his Superintendent's Report. Greg Corcoran gave an update on the construction project.

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board voted to enter into executive session at 7:21 p.m. for the purpose to discuss matters required to be kept confidential by federal laws or rules or state statutes.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mr. Reeser – yes; Mr. Stevens – yes

Amy DeLong arrived at 7:35 p.m.

The board returned from executive session at 7:44 p.m.

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board approved the minutes of the March 13, 2013 regular board meeting.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following personnel items:

**A. Retirement:**

Brad Changet	Elementary Administrator Effective: June 30, 2014
Suzanne Kaylor	Art Teacher Everts Middle School Effective: May 31, 2013
Christina Owens	Elementary Teacher Atwater Elementary Effective: May 31, 2013
Eva Rase	Special Needs Teacher Nicholas Drive Elementary Effective: May 31, 2013

Amy Rine

Administrative Assistant  
Court Street Intermediate  
Effective May 31, 2013

**A. Resignation:**

Tim Tanner

Vocal Music Teacher  
Circleville High School  
Effective: end of 2012-2013 school year

Eric Evans

Head Boys Basketball Coach  
Effective: March 14, 2013

Courtney Cookson

Varsity Cheerleading Coach  
Effective: March 18, 2013

**C. Employment: (For the 2012-2013 school year pending certification and clearance from BCI Report)**

Heather Magagi-Ali

Substitute Cook  
Retroactive: April 3, 2013

**D. Employment: (For the 2013-2014 school year pending certification and clearance from BCI Report)**

**1 Year Contract: (2<sup>nd</sup> 1 year contract)**

Ben Brisker  
Heidi Cottrill  
Heath Hinton

**1 Year Contract: (3<sup>rd</sup> 1 year contract)**

Randy Brown  
Nathan Cotton  
Tiffany Lewis  
Brad Reeves  
Kaileigh Reeves

**2 Year Contract:**

Sara Conkel  
Courtney Cookson  
Nicholas Hamman  
Kate Joseph  
Trent Roberts  
Joshua Thomas  
Ryan VanArsdalen  
Robert Wright

**3 Year Contract:**

Jillian Anderson  
Andrea Downs  
Eric Evans  
Natalee Leasure  
Tabitha McDanel  
Lynda McLaughlin

Alison Ricca  
Julian Savage  
Angela Smith  
Tracie Vegh  
Jennifer Verbofsky  
Sharon Wathen

**5 Year Contract:**

Sarah Binkley  
Sheila Dean  
Jason Herbert  
Aaron Lamb  
Susan Patterson  
Lisa Powers  
Kelley Sabine  
Kara Schooley  
Jerry Post  
Jona Wright

**Continuing Contract:**

Brooke Paxton

**E. Approval for FMLA:**

Kimberly Hastler beginning January 17, 2013 through February 28, 2013

Vivian Monce beginning February 18, 2013 through December 31, 2013  
(intermittent)

Alison Ricca beginning February 23, 2013 through April 24, 2013

Rebecca Gardner beginning March 4, 2013 through April 15, 2013

Sarah Binkley beginning February 6, 2013 through March 20, 2013

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. DeLong, seconded by Mrs. Williams, the board approved unpaid leave for Stacy Cowdery for ½ day on April 8 and ½ day on May 22, 2013, Alison Ricca for April 25 and 26, 2013 and Alison Ricca for unpaid leave for the 2013-2014 school year.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board issued Brad Changet, Elementary Administrator, a one-year contract. The length of this contract is August 1, 2013 through June 30, 2014. Contract shall be 220 days at a salary of \$80,000.00

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. Williams, the Board approved the hiring of a SCOCA Tech.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. DeLong, seconded by Mrs. Williams, the board approved N. Carol Insurance Agency, Inc. to offer student insurance coverage for the district's students for the 2013-2014 school year.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board granted permission for the CHS Cross Country Team to hold team camp at Lake Hope State Park August 5, 2013

through August 8, 2013; and the CHS Boys Soccer Team to hold team camp at the University of Rio Grande July 14, 2013 through July 18, 2013.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. Williams, the board granted permission for the following overnight trips:

CHS Cross Country team to Tiffin Carnival Cross Country Meet on September 6, 2013;

CHS and EMS FCCLA to Ohio FCCLA State Leadership Conference in Columbus, Ohio on April 18 and April 19, 2013;

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board suspended K-12 school fees for the 2013-14 school year.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mr. Bradhurst, the board approved the rebidding of loose furnishings by adopting the following resolution:

**REJECTING BIDS RECEIVED FOR BID PACKAGES FFE10, FFE14, AND FFE15 FOR THE CFAP PROJECT AND AUTHORIZING REBID OF THE ITEMS INCLUDED IN FFE10 and FFE14 AND PROCUREMENT OF FFE15**

WHEREAS, bids were received on April 4, 2013, for district-wide furniture items specified in Bid Packages FFE 10 through FFE15, for the new buildings being constructed in partnership with the Ohio School Facilities Commission through the Classroom Facilities Assistance Program (the “Project”); and

WHEREAS, only one bid was received for three of the bid packages (Bid Package FFE10, Library Furnishings; Bid Package FFE 14, Miscellaneous Furniture & Equipment; and Bid package FFE15, Fixed Auditorium Seating), and current OSFC policy requires that if only one bid is received for a furniture package, that bid must be rejected and the bid package re-bid;

NOW, THEREFORE, BE IT RESOLVED by the Circleville City School District Board of Education as follows:

1. The individual bids received for Bid Packages FFE10, FFE14, and FFE15 are rejected, and the Construction Manager is directed to return the bid submittal, including the bid guaranty, to each bidder.
2. The Architect and Construction Manager are authorized to work with the OSFC Project Administrator to review the furniture specifications and to repackage the FFE items in Bid Packages FFE10 and FFE14, if that is determined to be in the best interest of the Project to encourage bidder interest and participation.
3. After the bid packages have been reviewed, modified as needed, and completed, the Board authorizes the Treasurer, working with the Construction Manager, to prepare and place the required advertisement to solicit bids for the FFE items in Bid packages FFE10 and FFE14, and to issue an addendum to the original bid documents, with the first advertisement anticipated to be placed on or around April 12, 2013, and bids to be received on or around April 29, 2013, unless the date is changed by the Superintendent, as the Board’s designated representative, or by addendum or operation of law.

4. The Board authorizes the Superintendent to work with the Construction Manager and OFCC to explore alternative options for purchasing the fixed auditorium seating because of the specialized nature of this item, the need to match existing seating, and the cost, which is less than \$25,000, including but not limited to direct purchase of the specified seating.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved a design services and construction management contract with Ankrom Architects, LLC not to exceed \$98,500.00 for the athletic field house as follows:

Proposal for architectural services related to the construction of a new 24, 000 square foot field house to be located on the new campus of the Circleville City Schools. As defined in preliminary drawings, this new building is planned as follows:

1. The building is to be a rigid-frame steel structure, approximately 120' x 200', with 20' high sidewalls in the main 72' x 200' wide bay, and 10' high walls in the 48' x 200' wide locker room area.
2. Site development will include a parking lot to be located in the front of the building adjacent to the Tiger Drive access road.
3. A mezzanine for storage, approximately 30' x 72', will be included at one end of the high bay area.
4. The preliminary budget for the construction is \$1,200,000, or approximately \$50.00/sq. ft. It is planned that the scope of the project will be altered as required during the design development phase, to fit within the available funds, including the possibility of reducing square footage, or finishing portions of the building at a later date.
5. It is assumed that state or federal prevailing wage requirements do not apply to this project.

Our firm will be able to produce preliminary and final bid documents for your use based upon these original design concepts. These drawings will include:

- Site Plan – in coordination with school's civil engineer
- Foundation Plan
- First Floor Plan
- Mezzanine Plan
- Exterior Elevations
- Sections/Details
- Finish Materials Schedule

We will also incorporate into our drawings information supplied by other consultants or suppliers regarding the following areas:

- Structural (including bldg. manufacturer's shop drawings)
- Electrical
- HVAC
- Plumbing
- Fire Suppression
- Fire Alarm System

Our estimated fees to produce the above drawings are as follows:

Design Development	20%	\$19,700
Construction Documents	50%	\$49,250

Bid Administration	10%	\$ 9,850
Construction Administration	<u>20%</u>	<u>\$19,700</u>
<b>Total Estimated Fee</b>	<b>100%</b>	<b>\$98,500</b>

We will be billing for services provided at our normal hourly rates and can set the above estimated fee as a “not-to-exceed” number. The cost of permits and copying costs will be direct reimbursable expenses as indicated on the attached hourly rate schedule.

Any additional services required by our firm related to this project will be billed at our normal hourly rates. We would need approximately 3 months to prepare the bid package, assuming that information from sub-contractors, consultants, and others involved is timely.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Bradhurst, seconded by Mrs. Williams, the board approved the contract between the Circleville Education Association and Circleville City Board of Education for FY14-FY16 as presented.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, and after discussion, the board decided to table the following naming rights contract verbiage as presented until the next meeting: Proposed New Athletic Field house shall be named Berger Health System Field house for the amount of \$190,000 (one-hundred-ninety thousand dollars). All payments made pursuant to this Agreement, beginning with the first payment Donor makes to the Circleville City School Foundation (CCSF), shall be non-refundable. The payments shall be made payable to the CCSF. The payment schedule will be as follows: All payments will be made on or before June 30<sup>th</sup> of each year of these agreements (FY13-FY18) until all agreed upon payments have been made.

FY13	\$27,500 (twenty-seven thousand five hundred dollars)
FY14	\$58,000 (fifty-eight thousand dollars)
FY15	\$47,500 (forty-seven thousand five hundred dollars)
FY16	\$38,000 (thirty-eight thousand dollars)
FY17	\$19,000 (nineteen thousand dollars)

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the following naming rights contract verbiage per sample template from the February 13, 2013 board minutes:

New CHS Industrial Technology Lab shall be named The Ralph and Rosemary Ankrom and Family Lab for the amount of \$25,000 (twenty-five thousand dollars). All payments made pursuant to this Agreement, beginning with the first payment Donor makes to the Circleville City School Foundation (CCSF), shall be non-refundable. The payments shall be made payable to the CCSF. The first payment of \$10,000 (ten thousand dollars) will be made upon completion of said contract. All future payments of \$3,750 (three thousand seven hundred and fifty dollars) shall be made to the CCSF on or before the anniversary date of this agreement for four (4) consecutive years until such time when there is no remaining balance.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the following Revised Fee Proposal for asbestos hazard abatement consulting services:

Gandee & Associates, Inc. (consultant) proposes to provide hazardous materials consulting services for work prior to demolition of Circleville High School, Everts Middle School, Atwater Elementary School, Court Street Elementary School and Nicholas Drive Elementary School part of Circleville City School District (client) as set forth below.

**Inspection for Asbestos-Containing Materials:**

- a. perform building inspections by one or more certified Asbestos Hazard Evaluation Specialists) will be conducted to identify and document current locations of Asbestos-Containing Materials (ACM). For the purposes of this inspection, those materials found to contain more than 1 % asbestos, and materials found to contain less than or equal to 1% asbestos are considered ACM. Bulk sampling will be performed as necessary to confirm or negate presence of RACM as defined under National Emission Standards for Hazardous Air Pollutants, 40 CFR 61, Subparts A and M (NESHAP). Category Inon-friable materials (specifically, resilient floor the and associated mastic, and roofing materials if suspect) will be sampled to confirm or negate the presence of asbestos. All roofing materials (including associated insulations and decking) and exterior window and door components are included in scope of work.
- b. building inspections will be conducted to identify and document current locations of other hazardous materials including mercury-containing components, and PCB-containing ballasts.
- c. prepare report of findings, to include: estimated quantities of confirmed regulated asbestos containing materials, fluorescent lamps, ballasts, and mercury-containing switches or thermostats; bulk sampling records; and laboratory reports.

**Asbestos Hazard Abatement Design/Bidding Services**

- a. prepare design drawings and specifications, incorporating logistical concerns of client, necessary to solicit bids for hazardous materials abatement work;
- b. prepare bidding documents addressing contractor qualifications, work practices, work area isolation, worker safety, decontamination, work area clearance standards, acceptable materials and work practices, requirements of laws and regulations, and other specifications and forms necessary to secure and conduct hazardous materials abatement work for client;
- c. assistance in coordination of abatement work elements of renovation and demolition drawings and specifications, and assistance in preparation of any necessary addenda for abatement work;
- d. preparation of abatement project cost estimate;
- e. notification of qualified abatement bidders from consultant's bidders list;
- f. attendance and participation in abatement pre-bid meeting;
- g. review of abatement bid packages;
- h. provision of recommendations to client concerning abatement bid award.

**Asbestos Hazard Abatement Project Administration & Monitoring Services:**

- a. provision of administration of abatement contract, conducting pre-abatement or post abatement meetings, conducting pre-abatement inspections, coordinating work, interpreting abatement issues, reviewing Change Orders and pay requests, and conducting punch list reviews;
- b. attendance and participation in weekly abatement project meetings;
- c. provision of full-time on-site resident project representative to monitor compliance with contract documents and regulatory requirements and perform appropriate independent air monitoring during hazardous materials abatement work;
- d. final inspection, including appropriate independent clearance sampling, upon completion of abatement activities to determine compliance with specifications;
- e. compilation and submittal to client of one set of abatement contractor's project records, consisting of the following: worker qualification forms; all notifications required by federal, state or local regulatory agencies; pre-abatement submittals; air sampling logs; waste shipment records; and approved payment requests;
- f. compilation and submittal to client of one set of consultant's project records, consisting of the following: daily inspection records; air sampling logs; and abatement meeting memoranda.

**Consulting Fees**

School	Inspection for ACM (Survey)	Design & Administration Services	Abatement Project Inspection	Other Analytical Fees <sup>3</sup>	Total
Circleville High School	Already Contracted	\$19,950.00	\$26,400.00 <sup>1</sup>	\$ 4,060.00	\$ 50,410.00
Everts Middle School	\$ 2,940.00	\$ 7,385.00	\$ 8,800.00 <sup>1</sup>	\$ 2,340.00	\$ 21,465.00
Atwater Elementary	\$ 2,100.00	\$10,235.00	\$ 9,900.00 <sup>2</sup>	\$ 1,620.00	\$ 23,855.00
Court Street Elementary	\$ 1,940.00	\$ 4,910.00	\$ 4,950.00 <sup>2</sup>	\$ 1,170.00	\$ 12,970.00
Nicholas Drive Elementary	\$ 2,100.00	\$ 6,710.00	\$ 7,150.00 <sup>2</sup>	\$ 1,440.00	\$ 17,400.00
<b>TOTALS</b>	<b>\$ 9,080.00</b>	<b>\$49,190.00</b>	<b>\$57,200.00</b>	<b>\$10,630.00</b>	<b>\$126,100.00</b>

The amount of \$126,100.00 includes all direct personnel, reimbursable, and fee expenses related to the services to be provided pursuant to this Agreement for Circleville High School, Everts Middle School, Atwater Elementary School, Court Street Elementary School, and Nicholas Drive Elementary School buildings. The Consultant agrees that it will only invoice the School District Board for services provided.

<sup>1</sup>Abatement project monitoring will be invoiced on a per day basis (e.g., 10 hour days at



\$550/day or 8-hour days at \$440/day) and are based upon an anticipated duration for abatement activities as follows: Circleville High School — 12 weeks (40 hours per week); and Everts Middle School - 4 weeks (40 hours per week);

2Abatement project monitoring for the 3 Elementary Schools will be performed over the same 10 week period; considering this schedule, two elementary schools will be under abatement at the same time, therefore one resident project representative of consultant will monitor abatement in the buildings totaling 40 hours per week. Abatement project monitoring will be invoiced on a per day basis (e.g., 10 hour days at \$550/day or 8-hour days at \$440/day);

3Analytical Fees (including: shipping, handling and scheduling of samples for analysis) will be invoiced on a per sample analyzed basis and in accordance with the following schedule:

1. all polarized light or phase contrast microscopical analyses, \$18 per sample;
2. all point count analyses, \$35 per sample;
3. all transmission electron microscopical analyses, \$185 per sample.

Laboratory analyses will be performed by appropriately credentialed laboratories selected by consultant.

Consulting fees include expenses related to mileage costs, accounting fees and insurance premiums paid, postal and delivery costs, clerical and support staff.

### **Scope of Work**

OSFC Enhanced Environmental Assessment estimates abatement costs for each building to be as follows: Circleville High School - \$384,976; Everts Middle School - \$112,611; Atwood Elementary School - \$292,560; Court Street Elementary School - \$104,296; Nicholas Drive - \$179,009. Therefore, the OSFC Enhanced Environmental Assessment estimate of abatement cost for all five buildings combined is \$1,073,452.

Circleville High School: currently the hazardous materials abatement work is known to consist of the following: removal of asbestos-containing insulating cement on approximately 260 pipe fittings; removal of approximately 2,750 square feet of asbestos-containing gypsum board systems; removal of approximately 70,000 square feet of asbestos-containing acoustical ceiling panels/tiles; removal of approximately 37,700 square feet of asbestos-containing floor tile and associated mastic; removal of approximately 1,700 square feet of carpet and associated asbestos-containing mastic; removal of approximately 220 square feet of asbestos cement board; removal of approximately 23 asbestos cement lab table/counter tops; removal of approximately 4 asbestos-containing duct connections; removal of approximately 30 sinks with asbestos-containing undercoating; and recycling/incineration of mercury-containing bulbs, and ballasts.

Everts Middle School: currently the hazardous materials abatement work is known to consist of the following: removal of approximately 100 feet of asbestos-containing boiler insulation; removal of approximately 200 feet of asbestos-containing duct insulation; removal of approximately 315 linear feet of asbestos-containing pipe insulation; removal

of asbestos-containing insulating cement on approximately 30 pipe fittings; removal of approximately 16,900 square feet of asbestos-containing floor tile and associated mastic; removal of approximately 4,000 square feet of asbestos-containing hard plaster; removal of approximately 108 windows with asbestos-containing components; removal of 7 fire doors; removal of approximately 9 asbestos-containing duct connections; removal of approximately 15 sinks with asbestos-containing undercoating; dismantling of three boilers/furnaces; and recycling/incineration of mercury-containing bulbs, and ballasts.

Atwater Elementary School: currently the hazardous materials abatement work is known to consist of the following: removal of approximately 21,500 square feet of asbestos-containing acoustical plaster ceiling systems; removal of approximately 210 feet of asbestos-containing boiler insulation; removal of approximately 175 feet of asbestos-containing boiler breeching insulation; removal of approximately 1,030 linear feet of asbestos-containing pipe insulation; removal of approximately 136 windows with asbestos-containing components; removal of approximately 22,770 square feet of asbestos-containing floor tile and associated mastic; removal of six sinks with asbestos-containing undercoating; dismantling of two boilers/furnaces; and recycling/incineration of mercury-containing bulbs, and ballasts.

Court Street Elementary School: currently the hazardous materials abatement work is known to consist of the following: removal of asbestos-containing insulating cement on approximately 1,130 pipe fittings; decontamination of approximately 7,000 square feet of asbestos-contaminated crawlspace; removal of approximately 15,925 square feet of asbestos-containing floor tile and associated mastic; and recycling/incineration of mercury-containing bulbs, and ballasts.

Nicholas Drive Elementary School: currently the hazardous materials abatement work is known to consist of the following: removal of approximately 12,000 square feet of asbestos-containing acoustical plaster ceiling systems; removal of asbestos-containing insulating cement on approximately 480 pipe fittings; removal of approximately 1,235 linear feet of asbestos-containing pipe insulation; removal of approximately 17,215 square feet of asbestos-containing floor tile and associated mastic; removal of 10 sinks with asbestos-containing undercoating; dismantling of one boiler/furnace; and recycling/incineration of mercury-containing bulbs and ballasts.

Scope of abatement work will be bid as three separate bid packages and bidding sequences as follows: one for Circleville High School; one for the 3 Elementary Schools; and one for Everts Middle School.

As a result of investigations made during inspection for hazardous materials phase of project, consultant may recommend that hazardous materials be added to or deleted from Scope of Work of this proposal. Except for minor changes, this will only be done by agreement between owner and consultant. An addendum to proposal may be executed to set forth any major changes in scope of work and resulting changes in consulting fees.

### **Schedule**

Consultant and construction manager will arrange a mutually satisfactory time for Inspection for Asbestos-Containing Materials, Abatement Design/Bidding, and performance of asbestos hazard abatement work prior to demolition.

## **General Agreement Conditions**

Inspection excludes areas that require significant demolition of building surfaces and structures for access; therefore, should suspect ACM (e.g., pipe insulation, vermiculite, etc.) be discovered above fixed ceiling systems or within wall systems and inaccessible pipe chases, these materials should be properly sampled when uncovered and removed by an abatement contractor if necessary.

Construction adhesives associated with wall appurtenances (e.g., bulletin boards, chalkboards, wood paneling, etc.) and caulking associated with interior building components (e.g., door frames, expansion joints, mechanical and electrical systems, etc.) are also excluded from scope of inspection.

Bulk sampling of roofing materials is destructive in nature. Consultant will patch roof sample locations, however, consultant is not being responsible for any roof leaks or aesthetics of patch.

Consultant shall utilize that degree of care and skill ordinarily exercised under similar circumstances by reasonable environmental consultants. Consultant, however, makes no express or implied warranties, including warranties of fitness for a particular purpose or merchantability.

Consultant and its employees agree to maintain confidences of client and shall not disclose in any manner any secret, private or confidential information, knowledge, or reports, records, data or other information gathered or acquired by consultant, or its employees in course of work, provided that said information has not already been disclosed to persons other than agents of client.

In recognition of the relative risks and benefits of the project for client and consultant, the client agrees to the fullest extent permitted by law, to limit consultant's liability to re-performance of work or the total compensation received by consultant under this proposal.

Specifications and plans used pursuant to this agreement are instruments of service. Specifications and plans, or any part(s), thereof, shall not be used for completion of this project, or on any other project, without written permission of, and compensation to consultant. Consultant reserves right to refuse to permit any use of plans and specifications of this project for any purpose other than performance of work pursuant to this agreement.

Specifications, plans and other contract documents prepared by consultant in respect to this project will be prepared for purpose of complying with applicable federal, state and local requirements, and to conform to applicable standards of professional care. In event that client requires substantial modification of these documents, or any portion of them, consultant reserves right to terminate this agreement if, in its sole discretion and judgment, requested changes would result in violations of applicable laws and regulations or professional standards. Consultant will not be liable for any damages, including lost profit, whether foreseen or unforeseen, resulting from termination of agreement under these circumstances. Consultant will provide 14 days notice of a termination pursuant to this provision. Client agrees to indemnify, hold harmless and

defend consultant from any and all claims whatsoever in event client modifies specification, plans and other contract documents.

Consultant and client agree to engage in negotiations for purpose of clarifying terms and conditions of work to be performed and payment to be made if unforeseen circumstances arise. In event that parties are unable to agree to acceptable terms for conditions of work and payment to be made, either party can terminate this contract upon written notice to other party. Upon termination of this contract, client agrees to pay for reasonable value of work performed by consultant up to time of termination, pursuant to terms set forth in Consulting Fees section of this proposal.

Client agrees to provide the following: other project administration not specifically provided by consultant under this proposal; prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects scope or timing of consultant's services.

Consultant shall issue all instructions of client to abatement contractor(s); issue necessary interpretations and clarifications of contract documents and in connection therewith prepare change orders as required; have authority, as owner's representative, to require special inspection or testing of work; act as initial interpreter of requirements of contract documents and judge of acceptability of work there under and make decisions on all claims of client and abatement contract(s) relating to acceptability of work or interpretation of requirements of contract documents pertaining to execution and progress of work.

Consultant shall not be responsible for acts or omissions of any abatement contractors or subcontractors, or abatement contractors' or subcontractors' agents or employees or any other persons at site or otherwise performing any of work of abatement contractor or subcontractor unless said acts or omissions are caused by consultant's negligence; nothing contained herein shall be construed to release consultant from liability for failure to properly perform its duties pursuant to contract documents.

Consultant shall not be responsible for means, methods, techniques, sequences or procedures of construction by abatement contractors) or safety precautions and programs incident to work of abatement contractor(s). Consultant's efforts will be directed toward providing a greater degree of confidence for client that completed work of abatement contractors) will conform to contract documents, but consultant shall not be responsible for failure of abatement contractors) to perform work in accordance with contract documents. On basis of on-site observations, consultant shall keep client informed of progress of work, shall endeavor to guard client against defects and deficiencies in such work and may disapprove or reject work failing to conform to contract documents. Said conduct will be within the standard care for hazardous materials abatement consultants.

All lawsuits, disputes, claims or actions of any kind will be pursued only in a court of competent jurisdiction of Ohio, and parties herein stipulate and agree that courts of Ohio, are proper and exclusive fora and venue for all such actions.

If our proposal is accepted, please return signed authorization to proceed and/or purchase orders) for our records and so that we may schedule the work.

Mrs. Williams – yes; Mr. Bradhurst – nay; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mr. Reeser, the board authorized the treasurer to solicit bids/quotes for the purchase/lease of computer equipment and copiers. Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. Williams, the board granted permission for Circleville DECA to attend the International DECA Career Development Conference in Anaheim, California April 24-27, 2013. Chaperones for the trip will be Trish Barber (Advisor), Gretchen Buss and Brian Barber (pending clear background checks).

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the following fiscal items:

- a. Financial Report – March, 2013
- b. Warrants – March, 2013
- c. Donation:  
From” Team Treasured Chest” to Circleville High School one prom gown
- d. Requisitions over \$5,000:  
Petron Inc, - \$35,000.00 – Transportation  
Green & Sons, Ltd. - \$11,062.00 – Maintenance  
Sysco - \$50,000.00 – Food Service  
United Dairy, Inc. - \$21,000.00 – Food Service  
Exelon Corporation – \$85,000.00 - Operations
- e. Purchase orders after the fact:  
Security Voice - \$4,350.00  
OTIS Elevator Company - \$957.48
- f. Revised budget for CHS Student Council
- g. Build America Bonds discussion and update

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board voted to enter into executive session at 9:07 p.m. for the purpose of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or officials, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official licensee, or regulated individual requests a public hearing; and preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

The board returned from executive session at 10:20 p.m.

On a motion by Mrs. Williams, seconded by Mr. Bradhurst, the board approved the resolution to oppose HB59.

Mrs. Williams – abstain; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – nay

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board approved the following bond resolution:

The undersigned Treasurer of the Board of Education of the Circleville City School District, Pickaway County, Ohio (the "School District") as the fiscal officer of the School District, hereby certifies as follows with respect to the Refunding Bonds, Series 2013 of the School District, in the aggregate principal amount of not to exceed \$24,600,000 (the "Bonds"), that are to be used to currently refund the bonds of the School District described below, and the

maximum maturity of the Bonds cannot exceed the last maturity permitted by law for the bonds to be refunded, in accordance with Ohio Revised Code Section 133.34, to wit:

School Facilities Construction and Improvement Bonds, Series 2010C (Federal Taxable – Build America Bonds – Direct Payment), dated August 26, 2010, originally issued in the aggregate principal amount of \$24,600,000 for the purpose of paying the local share of school construction under the State of Ohio Classroom Facilities Assistance Program; and the last maturity of which is November 1, 2040; and

Therefore, the maximum maturity of the Bonds issued to refund the prior issue cannot be later than November 1, 2040.

Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Bradhurst, to award a performance incentive as follows, for additional work related to the OTIF grant which resulted in the district receiving an excellent rating. This is to be paid from the General Fund.

Lisa Heins, Jonathan Kuehnle, Kirk McMahan, Lisa Sims, Tom Patterson - \$2,500.00 each  
Rhonda Cook, Brenda Hicks, Kristen Rhoads, Shelby Seeger - \$1,250.00 each  
Mrs. Williams – yes; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 10:25 p.m.

\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
Treasurer