

April 9, 2014

The Board of Education met in regular session on April 9, 2014 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m... Vice President Todd Stevens called the meeting to order and led the group in the Pledge of Allegiance.

On roll call, the following members were present: Amy DeLong, Tony Reeser, Patty Rothe and Todd Stevens.

Board Member Tony Reeser gave his Legislative Liaison report.

Chris Williams arrived at 7:05 p.m.

Student board members Jonathan Snow and Samantha Stevens gave their reports on student activities at Circleville High School.

Superintendent McMahon gave his report to the board.

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

- a. Financial Reports – March, 2014
- b. Warrants – March, 2014
- c. Donations:
From Trent Roberts to Circleville City Schools Libraries in the amount of \$1,018.10 to support the library collections at the Circleville City Schools libraries.
- d. Requisitions over \$5,000:
Custom Maintenance Service - \$15,000.00
Daktronics - \$57,404.00
- e. Purchase Orders After the Fact:
Rhonda Cook - \$13.35
Lisa Sims - \$34.80
Ohio Mathematics League - \$120.00
The Mid State League - \$717.00
Sharon's Trophies & Awards - \$93.60
- f. Revised budget for CHS Student Council
Revised budget and Philosophy for CHS Art Club

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the minutes from the March 12, 2014 regular meeting.

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

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

a. Retirement:

Cindy Neitzelt

CSI teacher

Effective: May 31, 2014

b. Employment for the 2013-14 school year:

Coaching Changes:

Brian Bigam

CHS Varsity Assistant Baseball Coach
From Step 6 to Step 5

Nic Hamman

EMS Track Boys Head Coach
From Step 2 to Step 3

Matthew Fosnaugh

CHS JV Baseball Coach
From Step 7 to Step 6

Robert McLaughlin - rescind December 11, 2013 action

c. Employment for the 2014-2015 school year:

Crystal Thornsley

CHS Head Volleyball Coach
Step: 8

Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – no; Mrs. Rothe – yes; Mr. Stevens – yes

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

Shelly Daniel March 10-11 and March 17-18, 2014

Terrie Knul March 24, 2014

Lance Gibson May 7, 2014

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

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

Everts FCCLA Club to attend the Ohio FCCLA State Leadership Conference in Columbus, Ohio April 24-25, 2014. The trip will be paid by the FCCLA Club and Pickaway-Ross Career and Technology Center. Transportation will be provided by Circleville City Schools;

Varsity, JV and Freshman cheerleading squads to attend overnight team camp at Ohio State University July 18-20, 2014;

High school boys soccer team to attend soccer team camp at the University of Rio Grande July 13-17, 2014. Transportation will be provided by Circleville City Schools.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the 2014-2015 commitment in support of Pickaway HELPS for services of one day per week for a total amount of \$12,500.00

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

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the late site package as follows:

**APPROVING THE BID PACKAGE FOR SITEWORK 16 AND
AUTHORIZING THE SOLICITATION OF BIDS FOR THE WORK**

WHEREAS, the Architect, with the Construction Manager, has assembled construction documents for late bid packages that include sitework for the Ohio School Facilities Commission (“OSFC”) Classroom Facilities Assistance Program project, and the Board wishes to approve the bid package; and

WHEREAS, the Board wishes to authorize the Architect and Construction Manager, working with the Superintendent and Treasurer, to proceed with

the placement of the required advertisements to solicit bids for the work, subject to approval of the Ohio Facilities Construction Commission ("OFCC"), which is the contracting agency for the OSFC;

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

1. The Board approves the bid packages prepared for Sitework 16.
2. The Board authorizes the Superintendent and Treasurer, working with the Architect and Construction Manager, to prepare and place the required form of advertisement to solicit bids for the sitework, with the first advertisement anticipated to be placed on or around April 19, 2014, and bids to be opened on or around May 13, 2014, unless the date is extended by the Superintendent, as the Board's designated representative, or by addendum or law.

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board rejected the bid for the Ankrom Architects designed Multi-Purpose room.

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

On a motion by Mrs. Williams, seconded by Mrs. Rothe, the board approved the following scoreboard advertising agreement:

This Agreement ("Agreement") is entered into by and between the Circleville City School District Board of Education ("the District") and _____ ("Sponsor"). The terms of this Agreement are as follows:

- I. **Term:** The Term of this Agreement shall be for a period of two (2) years. The Term shall begin to run the first day on which the District displays Sponsor's Advertisement.
- II. **Scoreboard Advertisement:** During the Term of this Agreement, the District agrees to display the Sponsor's advertisement, attached hereto as Exhibit A, on the _____ scoreboard. Sponsor's advertisement shall not be larger than ____ by _____ inches.

Sponsor's rights under this Agreement shall not be transferred or assigned to another individual or entity without the prior written consent of the District.

Sponsor represents and warrants to the District that, as of the date this Agreement is entered into, that it is the owner of any name, logo, trademark or other materials contained on Exhibit A that it wishes to display on the District's scoreboard pursuant to the terms of this Agreement.

- III. **Renewal Option:** In addition to the right to display Sponsor's advertisement on the _____ scoreboard, Sponsor shall have the

right to renew this Agreement for an additional two (2) year period at the then-current rate the District is charging for advertisements on the _____ scoreboard.

IV. Fee: In consideration of the benefits provided pursuant to this Agreement, Sponsor agrees to pay the District a sum of one thousand five hundred dollars (\$1,500.00). The full amount of Sponsor's payment is due to the District prior to the display of Sponsor's advertisement. However, should Sponsor fail to remit the full amount of Sponsor's payment on or before July 1, 2014, this Agreement shall automatically terminate.

V. Consideration: Sponsor acknowledges and agrees that its acceptance of the rights afforded it under this Agreement represents sufficient consideration for payment of the Fee set forth in this Agreement.

Sponsor further acknowledges and agrees that upon display of its sign on the _____ scoreboard for any period of time, it would be unjustly enriched by receiving a refund of any portion of the Fee paid to the District. Moreover, Sponsor acknowledges and agrees that the District will suffer actual damages in the amount of one thousand five hundred dollars (\$1,500.00) should Sponsor cancel this Agreement after remitting the full amount of Sponsor's payment to the District as the District has reserved certain space on the _____ scoreboard for Sponsor. Accordingly, Sponsor acknowledges and agrees that it shall not be entitled to a refund of any Fee paid to the District pursuant to this Agreement.

VI. Cessation of Athletic/Academic Activities: In the event that the District cancels, suspends, or otherwise ceases to offer any athletic activity for which the _____ scoreboard is utilized, any remaining obligations existing under this Agreement shall immediately terminate. Sponsor acknowledges and agrees that it shall not be entitled to a refund of any portion of the Fee it has paid as a result of any cessation of an athletic activity for which the _____ scoreboard is utilized.

VII. Likeness: Sponsor 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, its employees, and/or students in connection with any promotion of Sponsor or its services. District reserves the right to approve all artwork and content of the advertisement.

VIII. Force Majeure: If the _____ scoreboard 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 _____ scoreboard may be repaired. In the event the _____ scoreboard cannot be repaired, any remaining obligations under this Agreement shall terminate.

The District shall be under no obligation to rebuild the _____ scoreboard following any damage from fire, earthquake, act of God, the elements or other casualty. In the event the District decides, in its sole discretion, to rebuild the _____ scoreboard 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 _____ scoreboard 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: Sponsor agrees to indemnify, defend and hold harmless the Circleville City School District Board of Education and its employees, agents insurers, and assigns 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 Sponsor take any action, that in the reasonable opinion of the District, brings dishonor and/or disrepute to the Sponsor and/or the District, the District may cancel this Agreement at its discretion. Sponsor 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, Sponsor's rights under this Agreement shall be 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.

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

On a motion by Mrs. Williams, seconded by Mr. Stevens, for the lack of a vote, the board decided to table the contract with Koorsen Fire & Security.

On a motion by Mr. Stevens, seconded by Mrs. Williams, the board accepted the contract with Cummins Bridgeway.

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

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board accepted the OFCC co-funded purchase order for equipment at CES with Farnham Equipment Company.

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

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 8:06 p.m.

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

After the meeting was adjourned, Jodel Strouse spoke to the board regarding receiving copies of report cards. She did not realize she should have spoken earlier during public participation.

President

ATTEST

Treasurer