

December 11, 2013

The Board of Education met in regular session on December 11, 2013 in the Circleville City Schools District Office, 388 Clark Drive, Circleville, Ohio. President Chris Williams called the meeting to order and led the Pledge of Allegiance.

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

There was no public participation.

Legislative Liaison Tony Reeser gave his monthly report.

Student board members Jonathan Snow and Samantha Stevens gave a report of activities at the high school.

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

- a. Financial Report –November, 2013
- b. Warrants – November, 2013
- c. Donations:
 - From Mr. and Mrs. Todd Ruff to the vocal music department in the amount of \$30.00 in lieu of fundraiser;
 - From Kiwanis Club to Tiger Claw Café (ACTION) in the amount of \$50.00 for community service project performed for Kiwanis by students in Mr. Styer’s classroom;
- d. Budget and Purpose Statements and Creation of Philosophy for the 2013-2014 school year
 - The ROAR (budget revision)
 - Vocal Music (budget revision)
- e. Requisitions over \$5,000:
 - United Dairy - \$28,000.00
 - Sysco - \$42,000.00
 - Arena Produce - \$12,000.00
 - Gordon Food Service - \$112,000.00
 - Yankee Candle - \$7,200.00
 - BSN - \$12,558.00
 - Daktronics - \$6,031.00
 - Garaventa Lift - \$20,680.00
 - Mailender - \$38,785.25
 - Time Warner Cable \$5,242.00

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the board approved the minutes from the November 13, 2013 regular board meeting.

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

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

Employment for the 2013-14 school year:

a. Classified:

Patricia Cavo	Substitute Custodian Retroactive: 11/11/13
Josh Ross	Substitute Custodian Retroactive: 8/29/13
Brian Leonard	Substitute Custodian

b. Certified:

Nic Hamman	Milestone/OGT Tutor Rate: \$28.00
Mary Ann Edsall	Milestone/OGT Tutor Rate: \$28.00
Danielle Mogan	Milestone/OGT Tutor Rate: \$28.00
Kaitlin Kazee	Afterschool Programs/OCU Work Study (Paid by OCU)
Timberly Pennington	Afterschool Programs/OCU Work Study (Paid by OCU)

c. Extracurricular:

Will Justice	Volunteer Elementary Boys Basketball Coach
Fred Styers	Volunteer Elementary Boys Basketball Coach
Rob Wyman	Volunteer Elementary Boys Basketball Coach
Joseph Goodyear, Jr.	Volunteer Elementary Boys Basketball Coach
Ryan Goodyear	Volunteer Elementary Boys Basketball Coach
William Queen	Destination Imagination Volunteer
Bob Bahney	Destination Imagination Volunteer
Hillary Herbert	Destination Imagination Volunteer
Carla Packard	Destination Imagination Volunteer
Catherine Cameron	Destination Imagination Volunteer
Hillary Kline	Destination Imagination Volunteer
Jennifer Bahney	Destination Imagination Volunteer
Mark Hoffman	Game Manager Rate: \$19.00 per hour effective October 19, 2013
Sherry Kneece	Professional Development Presenter Rate: \$75.00 per hour effective 8/1/2013
Robert McLaughlin	EMS Volunteer Assistant Wrestling Coach (correction from CHS Varsity Assistant Wrestling Coach)

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

On a motion by Mr. Bradhurst, seconded by Mr. Stevens, the board approved the unpaid leave request submitted by Kathy Wade for February 12, 13 and 14, 2014.
Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mr. Stevens – yes

Chris Williams arrived at 6:12 p.m.

On a motion by Mrs. DeLong, seconded by Mr. Bradhurst, the board approved the following resolution and order of suspension:

**CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF
EDUCATION RESOLUTION AND ORDER OF
SUSPENSION OF SHIRLEY LEAR**

WHEREAS, the Superintendent scheduled a meeting with Mrs. Shirley Lear on November 14, 2013 where she should challenge the possible suspension without pay or to otherwise explain her behavior;

WHEREAS, the Superintendent having met with Mrs. Lear to give her an opportunity to challenge the reasons for her suspension without pay or to otherwise explain her behavior, the Superintendent has recommended that Mrs. Lear be suspended without pay from employment for negligence, on the basis of the charges set forth in the Superintendent's letter dated November 14, 2013;

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

Mrs. Shirley Lear is suspended three days without pay, on November 19, 2013 through November 21, 2013 for negligence, on the basis of the charges set forth in Superintendent Kirk McMahon's letter to her dated November 14, 2013 which is attached hereto and is incorporated herein as though rewritten, specifically, for allowing a preschool student to disembark your bus on November 11, 2013 at the wrong bus stop.

BE IT FURTHER RESOLVED that the Treasurer, on behalf of the Board of Education, shall file a copy of this Resolution and Order of Suspension, with letter attachment, with the Circleville Civil Service Commission and serve a copy by certified mail, return receipt requested, on Shirley Lear, as soon as possible.

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 naming rights contract verbiage as presented:

CMS Art Room shall be named Asa "Ace" Elsea Family Art Room and the CES Art Room shall be named Mary E. Elsea Art Room for the amount of \$10,000 (ten 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: At least twenty percent (20%) of this amount is due at the time this Agreement is entered into. All future payments of \$20% 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 Mrs. DeLong, the board approved the following naming rights contract verbiage as presented:

New Varsity Baseball Field Dugouts (2) shall be named The Tom and Julie Scherer Family Dugouts for the amount of \$10,000 (ten thousand dollars). In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay the District a sum of \$10,000(ten thousand dollars). Being that Julie Scherer is an employee of the District, she has the opportunity to pay the agreed upon amount of \$10,000 through a payroll deduction plan. If Julie Scherer ceases employment with the district for any and all reasons, the Tom Scherer Family agrees to continue the payment schedule listed below until the entire amount is paid in full. The following payment schedule shall be followed until the entire amount, \$10,000, has been paid in full:

*Payroll deduction payments through December 31, 2013			\$562.30
January 2014	through	December 2014	\$1,887.60
January 2015	through	December 2015	\$1,887.60
January 2016	through	December 2016	\$1,887.60
January 2017	through	December 2017	\$1,887.60
January 2018	through	December 2018	\$1,887.60

*Julie Scherer's payroll deduction amount beginning January 1, 2014 through December 31, 2018 shall be \$157.30 per month. All payments made pursuant to this Agreement, beginning with the first payment Donor makes to the District, shall be non-refundable. In the event the donor wishes to cease the payroll deduction option, the payments shall be made payable to the Circleville City School Foundation (CCSF) on the agreed upon dates listed above 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 Mr. Stevens, seconded by Mr. Reeser, the board approved the following naming rights contract verbiage as presented:

New Elementary School Gym Scoreboard shall be named The Mike and Andi Humphries Family Scoreboard for the amount of \$5,000 (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 \$1,000 (one thousand dollars) will be made upon

completion of said contract. All future payments of \$1,000 (one thousand 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 approves the following in-kind agreement:

This “In-Kind’ Agreement dated as of December 11, 2013 (this “Agreement”) is between (i) Jeff Miller, dba CNK Athletics (CNK) and (ii) the Circleville City School District Board of Education (CCS).

Terms and Conditions

1. Commitments: CNK will provide 2,000 t-shirts for the “Lights Out” and “Lights On” basketball games to be played on 12-28-13 and 1-11-14 respectively. The t-shirts will include a one-color design to be approved by the CCS administration and shall be delivered upon request of the CCS administration. The CCS will permit CNK to include their logo on the back of each t-shirt. If additional t-shirts are requested by the CCS, CNK agrees to sell the t-shirts at a price of \$4.50 with a charge of \$1 per “X” after the “XL” t-shirt.

2. CCS Commitments:

a. The District will provide the following amenities:

- (1) Include Jeff Miller Family/CNK Athletics official name on the Donor Wall located in the main hallway of CHS for twenty-five (25) years.
- (2) Provide signage affixed to the Varsity Baseball Field scoreboard with The Jeff Miller Family name for twenty-five (25) years.
- (3) Have the opportunity to place an advertisement in the CHS yearbook during each year that the yearbook is published for five (5) years.
- (4) Have the opportunity to place an advertisement in each of the CCS programs prepared for athletic teams of the CCS during each year that a program is published for five (5) years.
- (5) Have the opportunity to place a sign, at CHS varsity softball field, CHS varsity baseball field and The Savings Bank Stadium for five (5) years.

- (6) Receive recognition on the CCS website for five (5) years.
- (7) During the Term of this Agreement, the CNK shall receive four (4) All-sport season passes to the CCS's athletic events for five (5) years. CNK is permitted to designate who those passes will be distributed to.
- (8) The CCS will recognize CNK Athletics as a "preferred provider" of athletic cloth goods and other apparel for the CCS. The CCS will permit CNK Athletics to distribute flyers advertising such apparel at various times throughout the next five (5) years at the approval of the CCS administration.

*Any content or messaging the CNK wishes to place in an advertisement and/or sign must be submitted to the CCS by July 1st of each year. All advertisements and signs must be pre-approved by the CCS prior to placement. In the event a CNK's advertisement and/or sign are not approved by the CCS, CNK shall be notified of the CCS's decision. CNK shall then have up to fifteen (15) business days to provide the CCS with alternative content for the advertisement and/or sign it wishes to place. If CNK fails to provide the CCS with alternative content for the advertisement and/or sign it wishes to place within fifteen (15) business days, CNK forfeits its right to place an advertisement and/or sign for the school year.

3. Unforeseeable Circumstances: If, in the future, CNK is owned and operated by another entity, this agreement shall continue to be in effect for the duration of this agreement.

4. Miscellaneous:

- a. This Agreement will be governed by the laws of the State of Ohio.
- b. This Agreement constitutes the entire agreement between the Parties. Any modification of the Agreement will be set forth in writing and signed by the Parties.

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

On a motion by Mrs. DeLong, seconded by Mr. Bradhurst, the board approved the following naming rights contract verbiage as presented:

New CHS Computer Lab shall be named The US Bank Computer Lab for the amount of \$12,000 (twelve 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 \$4,000 (four thousand dollars) will be made upon completion of said contract. All future payments of \$2,000 (two thousand 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 girls varsity team room be named The Jason Schaal Memorial Team Room.

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

On a motion by Mr. Reeser, seconded by Mrs. Williams, the board approved Lindsay McManes to participate in the Intensive Pedagogical Training Institute (IPTI) at Circleville City Schools.

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 Circleville City School District agrees to allow Miami University to place in the Circleville City Schools, students pursuing a degree in the field of education. Such placement may be for observation, internship and student teaching. This agreement will be in effect for a period of one year beginning January 1, 2014 through December 31, 2014. Either party wishing to terminate this agreement must submit their intent to the other party 30 days prior to said termination.

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, the board approved Todd Stevens, who will be a member in January, to serve as president pro tem to call the organizational meeting to order and preside over office elections.

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 following resolution:

**ACCEPTING WITHDRAWAL OF APPARENT LOW BIDS FOR THE
GENERAL TRADES AND TECHNOLOGY PACKAGES AND
AWARDING BUILDING TRADES CONTRACTS
FOR THE NEW MIDDLE SCHOOL**

WHEREAS, bids were received on November 20, 2013, for the building trades packages for the new middle school included in the Classroom Facilities Assistance Program (“CFAP”) project, and the Construction Manager, together with the Board’s Architect, reviewed the apparent low bid submitted for each bid package, evaluated the bid for responsiveness to the specifications, evaluated the bidder for its ability to perform the work specified, and submitted the names of the apparent low bidders for each bid package to the OSFC’s quality construction committee for review; and

WHEREAS, Barton Malow submitted the apparent low bid for the general trades package and has withdrawn its bid based upon a clerical error in the calculation of the base bid amount; and

WHEREAS, Accent Electronic Systems Integrators submitted the apparent low bid for the technology package and has withdrawn its bid based upon a clerical error in the calculation of the base bid amount; and

WHEREAS, the required 5-day period for review by the quality construction committee have passed without comment that would prevent award of these contracts, the Construction Manager recommends awarding the contracts for the new middle school to the contractors listed in the following table, each of which has been determined to be the lowest responsible bidder for the specified work, including the alternates listed below:

Contract	Contractor	Base Bid	Alternates	Total
MS02 General Trades	G/C Contracting Corp.	\$ 6,350,945.00	#1 \$ 8,687.00 #2 \$ 16,736.00	\$ 6,376,368.00
MS04 Fire Protection	Gutridge Plumbing, Inc.	\$ 139,900.00	None	\$ 139,900.00
MS05 Plumbing	Feldkamp Enterprises, Inc.	\$ 482,000.00	None	\$ 482,000.00
MS06 HVAC	H&A Mechanical, Inc.	\$ 1,347,000.00	None	\$ 1,347,000.00
MS07 Electrical	City Electric Service, Inc.	\$ 1,498,000.00	#2 \$ 11,363.00	\$ 1,509,363.00
MS08 Technology	Settle-Muter Electric, Ltd.	\$ 1,002,332.00	None	\$ 1,002,332.00

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

1. The Board accepts the withdrawal of the bid submitted by Barton Malow for the general trades contract.
2. The Board accepts the withdrawal of the bid submitted by Accent Electronic Systems Integrators for the technology contract.
3. The Board awards the contracts for the work specified for the new middle school included in the CFAP project to each of the contractors identified in the preceding table, as the lowest responsible bidder for the specified work, including any alternates shown, based upon the information provided to the Board for its review, including the recommendation of the Construction Manager, provided in consultation with the Architect. No property interest in the contract will be created until the contract has been signed by the Board of Education and approved and signed by the Commission.
4. The Superintendent, Treasurer, and Board President are authorized to execute a contract and any required related documentation with each of these contractors in the total amount stated in the table. The award of the contract

is contingent upon the contractor providing all required contract documents and the approval of the Commission.

5. The Construction Manager, working with the Treasurer, is directed to return the bid guaranty of each bidder not awarded a contract to the bidder after the contract has been signed, approved, and returned by the Commission.

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 recommendation to set the meeting for the budget hearing, organizational meeting and the regular meeting of the Board of Education be held on January 15, 2014 in the new CHS Alumni Room at 6:30 p.m.

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 voted to adjourn the meeting at 6:52 p.m.

President

ATTEST

Treasurer