

February 13, 2013

The Board of Education met in regular session on February 13, 2013 in the Circleville 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: Chris Williams, Dan Bradhurst, Amy DeLong, Tony Reeser and Todd Stevens.

Mr. Reeser presented his Legislative Liaison report.

Chris Williams arrived at 7:03 p.m.

Student Board Member Samantha Stevens reported on various activities taking place at Circleville High School.

Mr. McMahon gave his Superintendent's Report.

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the minutes of the January 9, 2013 organizational and regular board meetings be approved, with noted correction.

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

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

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

Retirement:

Deborah Spantithos

Science Teacher
Everts Middle School
Effective: February 28, 2013

Disability Retirement:

Ed Griffith

Custodian
Effective: February 11, 2013

Certified:

Caroline (Libby) Kopec

Guidance Counselor
Everts Middle School
Step: 5
Level: MA
Effective: March 1 through June 28,
2013 (83 work days)
Rate: \$271 per day paid by Title VI-B

Classified:

Stuart Cox

Substitute Bus Driver

Retroactive: September 21, 2012

Extra Curricular/Supplemental Positions:

Track:

Tyler Cordle

EMS Assistant Coach

Step: 5

Boys Basketball:

Will Justice

Elementary Volunteer Coach

Boys Baseball:

Todd Rhymer

EMS 7th Grade Head Coach

Step: 7 (Correction from Step 0)

Extra Mile Focus Unit Instructor:

(Paid by 21st Century Grant)

Wendy Jordan

\$31.06 per hour, not to exceed 38 hours

Retroactive: January 10, 2013

Julie Strawser

\$31.06 per hour, not to exceed 15 hours

Retroactive: February 4, 2013

Substitute Tutors

Authorize Superintendent to employ substitute tutors for academic purposes from March 1, 2013 through May 24, 2013 at the rate of \$10.60 per hour

A. Change in Pay Status:

Karen Borland from BA to 150 effective January 28, 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. DeLong, the Board approved Debbie Hill's request for unpaid leave March 7 through March 11, 2013, and ½ day unpaid leave February 15, 2013 and a full day of unpaid leave on March 25, 2013 for Jona Wright.

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 Whitney Stewart FMLA leave (leave to run concurrent with paid sick leave) December 18, 2012 through March 12, 2013 with unpaid leave from January 30, 2013 through March 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. DeLong, the board approved the revised Administrative Assistant job description 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 Mr. Bradhurst, the board approved the resolution to purchase two (2) new buses from Edwin Davis at \$78,392 per bus through MEC.

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

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board granted permission to the Circleville Girls Softball League to use the softball fields at Atwater Elementary and Court Street Intermediate for the 2013 summer league.

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 sample contract template for the Champions Complex. Areas highlighted in red will change according to the donation and donation amount:

Naming Rights Agreement – Athletic Sponsorship

This Naming Rights Agreement (“Agreement”) is entered into by and between the Circleville City School District Board of Education (“the District”) and (Insert Name) (“Donor”). The terms of this Agreement are as follows:

- I. **Term:** The Term of this Agreement shall be for a period of five (5) years. The Term shall begin on the day the District approves this agreement with said donor. 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. **Component/Location Name:** During the Term of this Agreement, District agrees to name the following component/location after Donor:

(Insert Location)

(Insert Location) shall be named (Insert Name) for a period of twenty-five (25) years.

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

Donor represents and warrants to the District, as of the date this Agreement is entered into, that it is the owner of any name, logo, trademark or other materials it wishes to display on the District’s property pursuant to the terms of this Agreement.

- III. **Additional Amenities:** In addition to the opportunity to have a component/location named after Donor, Donor shall also be entitled to receive the following amenities during the term of this Agreement:

A. Advertisements: During the Term of this Agreement, Donor shall:

- (1) Have the opportunity to place one (1) full page advertisement in the District’s yearbook during each year that the yearbook is published;
- (2) Have the opportunity to place one (1) full page advertisement in each District program prepared for athletic teams of the District during each year that a program is published.
- (3) Have the opportunity to place one (1) sign, not to exceed 4’x8’ at CHS Varsity softball field, CHS varsity baseball field and CHS Stadium. Donor shall also have the opportunity to place one (1) name, on the District’s Donor banner in the high school gymnasium.
- (4) Receive recognition on the District’s website.

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 then have up to fifteen (15) business days to provide the District with alternative content for the advertisement and/or sign it wishes to place. If the Donor fails 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 shall receive four (4) all-sport season passes to the district's athletic events for five (5) years.
 - C.** Advertising Package Years 6-25: All additional amenities outlined in this agreement in Section III, A. & B. shall be offered to the Donor at the pre-approved rate of \$500 per year. Payment for said amenities shall be made to the District on or before June 1st each year beginning on June 1, 2018.
- IV. Fee:** In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay Circleville City School Foundation (CCSF) a sum of **(Insert Amount)**. At least twenty percent (20%) of this amount is due at the time this Agreement is entered into. All payments made pursuant to this Agreement, beginning with the first payment Donor makes to CCSF, shall be non-refundable. The payments shall be made payable to the Circleville City School Foundation (CCSF). 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.

Within fifteen (15) business days of the date on which the last signature appears on this agreement, the Donor shall receive "website recognition." The District shall have no further obligation to Donor, including any additional obligations set forth under Sections II and III above until the new facilities have been constructed and completed.

All District facilities/locations will be named in August of each year. Therefore, any payment to the District, in consideration of the benefits provided pursuant to this Agreement, must be received in full on or before June 1st of the calendar year in which the Donor would like its name to appear on the District component/locations it chooses to sponsor.

- V. Consideration:** Donor acknowledges and agrees that its acceptance of either the rights afforded it with respect to the Component/Location Name and/or any Additional 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 Component Location Name and/or any Additional 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:** In the event that the District cancels, suspends, or otherwise ceases to offer any athletic and/or academic activity to which this Agreement applies, any remaining obligations existing under this Agreement shall immediately terminate. 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, its employees, and/or students in connection with any promotion of Donor or its services.
- 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 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 naming 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.

I HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS:

 (Insert Donor)

 President, Circleville City School District
 Board of Education

 (Date)

 (Date)

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:

Current CHS Track located at the stadium shall be named The Jim McGowan Family Track for the amount of \$50,000 (fifty 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 \$20,000 (twenty thousand dollars) was accepted by the CCSF on February 8, 2013. All future payments of \$10,000 (ten thousand dollars) shall be made to the CCSF on or before the anniversary date of this agreement for three (3) 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 Mr. Stevens, seconded by Mrs. Williams, the board approved the following naming rights contract verbiage:

The Term of this Agreement shall be for a period of seven (7) years. The CHS Football Stadium shall be named The Savings Bank Stadium for a period of twenty-five (25) years.

Advertising Package Years 8-25: All additional amenities outlined in this agreement in Section III, A. & B. shall be offered to the Donor at the pre-approved rate of \$500 per year. Payment for said amenities shall be made to the District on or before June 1st each year beginning on June 1, 2020.

In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay Circleville City School Foundation (CCSF) a sum of \$100,000 (one hundred thousand dollars). At least fourteen and 3 hundredths of one percent (14.3%) of this amount is due (\$14,300) at the time this Agreement is entered into. All payments made pursuant to this Agreement, beginning with the first payment Donor makes to CCSF, shall be non-refundable. The payments shall be made payable to the CCSF. All future payments of (14.3%) shall be made to CCSF on or before the anniversary date of this agreement for six (6) 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 naming rights contract verbiage:

The New CHS Gymnasium Scoreboard shall be named McDonald's for a period of twenty-five (25) years. Donor (RHF Enterprises) agrees to pay Circleville City School Foundation (CCSF) a sum of \$25,000 (twenty five thousand dollars).

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 following naming rights contract verbiage:

The New Varsity Football Locker Room in the Fieldhouse shall be named Eric Clark Memorial Locker Room for a period of twenty-five (25) years. Donor (Eric Clark Memorial Fund) agrees to pay the Circleville City School Foundation (CCSF) a sum of \$25,000 (twenty five thousand dollars).

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:

The New CHS Football Field Scoreboard shall be named Coughlin Cars for a period of twenty-five (25) years. Coughlin Cars will retain exclusive advertising rights for automotive needs on the scoreboard. No other car dealer will be permitted to advertise on the scoreboard for the

duration of the contract. Furthermore, said dimensions of the signage for Coughlin Cars will span the entire length of the scoreboard attached to the bottom of scoreboard. Donor (Coughlin Cars) agrees to pay the Circleville City School Foundation (CCSF) a sum of \$40,000 (forty thousand dollars) and provide an automobile to the Circleville High School A.C.T.I.O.N. program for a cost not to exceed \$1,500 per year through the 2017-18 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 Mrs. DeLong, the board accepted the first semester Bullying Reports.

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 purchase orders:

Bureau of Workers' Compensation - \$61,546.00

Pittsburg Paints - \$9,603.40

Ohio School Boards Association - \$6,079.00

Thompson Refrigeration - \$10,000.00

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 the Treasurer and the Treasurer's Office staff to attend the OASBO Annual Conference, in Columbus, Ohio on April 24-26, 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. DeLong, the board approved the following fiscal items:

- a. Financial Report – January, 2013
 - b. Warrants – January, 2013
 - c. Donations:
 - From Engineering Tech class a donation of wooden casements to put graduation diplomas in for graduation ceremonies;
 - From Michael Caminiti a donation of old CHS yearbooks to the CHS yearbook staff;
 - From Millard and Shirley Good a donation of \$1,080 to Camp Oty'Okwa fund;
 - From Circleville Academic Boosters Club a donation of \$100 to In The Know team to help pay league participation dues
 - d. Purchase Orders After the Fact:
 - Battelle for Kids - \$20.00 – Jonathan Kuehnle
 - Butch Hughes - \$219.91 – Butch Hughes
 - Trotter Wellness, LTD - \$4,930.00 – Tom Patterson
 - OnSite, LLC - \$1,000.00 – Tom Patterson
 - Kroger - \$28.86 – Rhonda Cook
 - Awards of Excellence - \$285.00 – Tim Geiger
 - e. Changes to the Amended Certificate for FY13
- | FUND | |
|--------------------|------------|
| 590 OTIF | 321,600.00 |
| 590 OTIF | 82,714.74 |
| 590 OTIF | 11,332.50 |
| 599 Team Nutrition | 1,500.00 |

f. Changes to the Appropriations for FY13
FUND

| | |
|--------------------|------------|
| 590 OTIF | 321,600.00 |
| 590 OTIF | 82,714.74 |
| 590 OTIF | 11,332.50 |
| 599 Team Nutrition | 1,500.00 |

g. Budget Revision for EMS Student Council

h. Creation of Philosophy and Budget for Everts School Store

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 enter into executive session at 8:35 p.m. for the purpose of 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 9:45 p.m.

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting.

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

President

ATTEST

Treasurer