

March 12, 2014

The Board of Education met in regular session on March 12, 2014 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m... President Chris Williams called the meeting to order.

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

Sharon Converse spoke to the board concerning leave without pay.

Legislative Liaison Tony Reeser gave his monthly report.

Student Board Members Jonathan Snow and Samantha Stevens reported on activities at Circleville High School.

Superintendent Kirk McMahon gave his report to the board.

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

- a. Financial Reports – February, 2014
- b. Warrants – February, 2014
- c. Donations:
 - From Mary Lundberg to Court Street Elementary in the amount of \$25.00 in lieu of magazine purchases;
 - From PPG Industries Foundation to Circleville High School in the amount of \$2,000.00 to support the purchase of a Smart Board for one of the science classrooms;
 - From Circleville Sunrise Rotary Club to the athletic department in the amount of \$281.00 for shoes for athletes in need;
 - From Shelly Harsha – Rotary to CHS Athletic Department in the amount of \$100 for shoes for athletes in need.
- d. Requisitions over \$5,000:
 - Correction to February 5, 2014 agenda - W.S. Electronics South, Inc. - \$10,925.00
 - ACT, Inc. - \$27,980.10
 - Pacific OneSource, Inc. - \$205,586.00
 - The Equipment Guys - \$32,500.00
 - Pickaway County Treasurer - \$20,113.28
 - Lykins Oil Company - \$36,000.00
 - Tierney Brothers - \$17,853.00
 - Farnham Equipment Company - \$49,200.00
 - Gordon Food Service - \$112,000.00
 - SYSCO - \$42,000.00
 - Arena Produce Co., Inc. – \$12,000.00
 - Battelle for Kids – A\$33,875.45
- e. Purchase Orders After the Fact:
 - Multi-County Juvenile Attention Center - \$80.94
 - Wolfe Construction Company - \$14,399.00
 - Wagner's Flowers - \$78.00
 - Person Centered Services, Inc. - \$540.04
 - Kuhnlein and Martin, Inc. - \$525.00

Scholastic, Inc. - \$1,500.00
American Fidelity Assurance Company - \$172.50
EcoLab - \$51.64

f. Budget Revisions for CHS choir

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

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board approved the minutes from the February 5, 2014 regular meeting and the February 20, 2014 special board meeting.

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

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

a. **Resignation:**

Alison Ricca

Second Grade Teacher
Nicholas Drive Elementary
Effective: February 12, 2014

Softball

Jada Truex

CHS Volunteer Assistant Coach

b. **Employment for the 2013-14 school year:**

Extracurricular:

Softball:

Janet Wastier

EMS Volunteer Assistant Coach

Samantha Corbett

EMS Volunteer Assistant Coach

Jada Truex

CHS Assistant Coach

Step: 0

Jerome Beers

Afterschool Program volunteer

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

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

Kaileigh Reeves February 25 through April 21, 2014

Karen Borland – March 13, 2014 (correction to request approved at February 5, 2014 meeting)

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

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

Circleville DECA to attend the Ohio DECA Career Development conference in Columbus, Ohio March 14 and 15, 2014. The trip will be paid by the DECA club;

Varsity and JV girls' basketball teams to attend team camp at Coastal Carolina University in Myrtle Beach, South Carolina on June 20-22, 2014.

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the board approved the 2014 Battelle for Kids Data Service Agreement between Battelle for Kids and Circleville City School District. The cost of the agreement is \$4.50 per student. This agreement is effective March 1, 2014.

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

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the board approved Circleville Girls Softball League to use the softball fields at Atwater Elementary and Court Street Intermediate for their summer league. This approval will be conditional based upon Circleville City Schools vacating the properties and the Circleville Girls Softball League providing proof of liability insurance.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the board approved the contract from Lewis & Michael Movers in the amount of \$15,400.00 for services needed to move contents to the new Circleville Elementary School.

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 following Lease Agreement between Circleville City School District Board of Education and Lighthouse Baptist Church:

LEASE AGREEMENT

This Lease (“Lease”) is entered into as of this 12th day of March, 2014 (“Effective Date”), between the Circleville City School District Board of Education, a political subdivision duly organized and validly existing under the laws of the State of Ohio, (“Lessor”), and Lighthouse Baptist Church, an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code (“Lessee”) (Lessor and Lessee are collectively, hereinafter the “Parties”).

RECITALS

Lessor owns certain real estate in Pickaway County, Ohio, more fully and accurately described as Everts Middle School, located at 520 South Court Street, Circleville, Ohio 43113 (the “Real Property”).

The Real Property contains a certain space in which Lessor intends to rent to Lessee under this Lease, more fully and accurately described as the Middle School Cafeteria, a Classroom for nursery, and 2 other classrooms for classes (the “Leased Premises”).

It is the purpose and intent of the Parties to this Lease that the monthly rental payment to Lessor is an attempt by the Parties to cover all costs, expenses, liabilities and obligations of the Leased Premises which may arise or become due during the term of the Lease. The rent derived from this Lease is not intended for profit. Lessee understands and agrees that it shall be responsible to timely pay for any such costs which exceed the annual rental payment set forth herein.

AGREEMENT

LESSOR AND LESSEE, each in consideration of the acts and promises of the other, hereby agree as follows:

1. DESCRIPTION. Lessor, in consideration of Lessee's payment of rents and performance of covenants as stated in this Lease, does hereby lease to Lessee the Leased Premises.
2. TERM. The term of this Lease shall begin on the 30th day of March, 2014 and shall continue until the 29th day of March, 2015 ("Lease Term"), unless otherwise terminated in accordance with this Lease.
3. RENEWAL. Ninety (90) days prior to the expiration of the Lease Term, Lessee shall notify Lessor in writing of Lessee's desire to renew the Lease. Both Parties shall endeavor to notify the other at the earliest possible opportunity of their intention to renew this Lease. The Lease may be renewed by Lessor for an additional one (1) year term, upon such modification of terms and subject to such conditions as Lessor may require in its sole discretion. Lessor is under no obligation to renew this Lease at the end of the Lease Term or for any period thereafter.
4. HOLDING OVER. If Lessee remains in possession after expiration of the Lease Term hereof, without the written agreement of the Lessor, Lessee shall be a tenant-at-will, and there shall be no renewal of this Lease by operation of law.
5. SCOPE OF AGREEMENT. The scope of this Lease shall be limited as follows:
 - A. Sundays Only. Lessee's right of access to the Leased Premises shall be limited to each Sunday, during the hours of 7:00 A.M. to 1:00 P.M., unless additional access is otherwise approved in advance by Lessor.
 - B. Areas Covered. Lessee's right of access shall be strictly limited to the Leased Premises, direct avenues of access and exit, adjacent restroom facilities, classroom for nursery and parking lot situated upon the Real Property.
 - C. Lessor's Access. Lessor and its invitees shall have use of the remainder of the Real Property, common areas, and parking lot during at all times, including the times in which Lessee is occupying the Leased Premises.
6. RENT PAYMENTS. Lessee shall pay to Lessor rent for the Leased Premises in the amount of \$13,920 for the Lease Term, payable in twelve (12) monthly installments of \$ 1,160.00 each. Rental payments shall be due on the first (1st) day of each month during the Lease Term, beginning on April 1, 2014. A late fee of 5% of the monthly rental installment shall be assessed and due on the date of the next rental installment, for any rental payment not received by the fifth (5th) day of the month for which payment was due. The annual rental figure has been calculated to include the following anticipated costs:

- A. ESTIMATED MAINTENANCE AND CUSTODIAL. Annual rental amount above shall include an amount to cover maintenance and custodial labor during the times stated. Any further need for maintenance or custodial labor, dictated by the district, will be billed at a rate of an additional \$30 per hour. This is intended to include all necessary routine maintenance, including routine custodial service, which will be required to maintain the Leased Premises in a suitable and safe condition during the term of the Lease.
 - B. ESTIMATED UTILITIES. Annual rent amount stated above shall include costs to cover the estimated utility costs required to operate the Leased Premises during the term of the Lease.
7. LESSOR'S COVENANTS; SERVICES FURNISHED. Lessor agrees to provide the following services to the extent required for occupancy and use of the Leased Premises during reasonable and customary business hours, to the extent described below:
- A. WEAR AND TEAR. Such ordinary wear and tear repairs to the Leased Premises, including repairs to the exterior of the building, doors, walls, windows, corridors, and roof as necessary to keep such portions of the Leased Premises in good and operating condition.
 - B. CAPITAL IMPROVEMENTS. Lessor shall bear the costs of any capital improvements defined as any expense incurred by Lessor for the replacement or improvement of any equipment or other parts of the building that an owner may depreciate in accordance with generally accepted accounting principles.
 - C. ACTS BEYOND LESSOR'S CONTROL. Lessor shall not be liable directly or indirectly for any damage or inconvenience caused by the installation, use or interruption of use of electricity, air conditioning, heating, plumbing, or otherwise occasioned by fire, accident, acts of God, strikes, labor disputes, necessary maintenance, alterations, repairs or other causes beyond the Lessor's control.
 - D. FURNISHINGS. All current furnishings and materials presently located at or on the Leased Premises will remain at the Leased Premises for the use of the Lessee, but shall remain the property of the Lessor. If any items are damaged by Lessee, or Lessee's guests, Lessee shall be responsible for replacing or remitting to Lessor funds in the amount of the replacement value of those items.
 - E. KEYS. Keys may be provided to Lessee for access to the Leased Premises during the Lease Term. If keys are

provided, any replacement keys shall be at the Lessee's expense. Lessee agrees not to copy or distribute any keys to the Leased Premises without written permission of Lessor. Upon termination or expiration of the Lease, all keys and copies thereof shall be immediately returned by Lessee to Lessor.

8. LESSEE'S COVENANTS. Lessee covenants and agrees:
 - A. RENT. Lessee shall pay the rent herein required when due.
 - B. REPAIRS; AS IS CONDITION. Lessee accepts the Leased in its present "as is" condition. Lessee shall notify the Lessor in writing of any damages or necessary repairs. Lessee shall reimburse Lessor for all repairs made necessary as a result of the intentional or unintentional acts of Lessee or Lessee's employees, agents, members, guests, patrons or invitees.
 - C. NOTIFICATION OF HAZARDOUS CONDITION. Lessee shall report immediately and in writing to the Lessor any defective, unsafe, hazardous condition existing in the Leased Premises or repair items which the Lessor is required to repair under this Lease.
 - D. PERMITS. Lessee shall be responsible for obtaining and paying separately for any and permits and licenses necessary for the use of the Leased Premises for the purposes more fully described herein.
 - E. CLEAN UP. Upon leaving the Leased Premises each Sunday, and following the expiration or termination of this Lease, Lessee shall leave the Leased Premises in a condition substantially similar to the condition that it was in when Lessee took possession of the Leased Premises.
9. LESSEE'S LIABILITY INSURANCE. Lessee shall carry, at its own cost, Combined General Liability Insurance in the Combined Single Limit amount of One Million Dollars (\$1,000,000.00) or such other amount as Lessor may hereafter agree, designating Lessor as an "Additional Named Insured," insuring Lessor and Lessee from and against claims for injuries and death sustained by persons or property on the Leased Premises during the Lease Term.

REVIEW OF POLICY. Upon securing the insurance coverage as required herein, which shall in no event be later than the date of execution of this Lease, Lessee shall submit to Lessor, for Lessor's review and approval, written evidence of the insurance and any other documentation regarding the scope of coverage required in this Lease.

OPTION TO TERMINATE. If at any time during the Lease Term the insurance policies required hereunder lapse or for any reason are not obtained by Lessee, Lessor shall have the option to immediately terminate this Lease and proceed with the enforcement of its rights under Paragraph 21 and Paragraph 23 of this Lease.

10. DAMAGE TO PROPERTY; INDEMNIFICATION. Lessor shall not be liable for any injury, loss or damage to Lessee, its employees, agents, invitees or guests, or any other any person appearing upon the Leased Premises during the Lease Term, and Lessee agrees to save and hold Lessor harmless therefrom.

All personal property owned by Lessee, and its employees, volunteers, agents, patrons, invitees and guests, which is taken onto the Leased Premises, shall be the responsibility of Lessee, and Lessor shall bear no liability for loss, theft or damage thereto. Lessee shall be responsible for all acts, whether intentional or not, of Lessee and its employees, volunteers, agents, patrons, invitees and guests. Lessee hereby indemnifies and holds Lessor harmless from damages caused as a result of such acts by these individuals, including damages to person or property.

11. SECURITY DEPOSIT. Lessee agrees to deposit with Lessor upon the signing of this Lease the sum equal to one month's rent (\$1160) as security for Lessee's faithful performance under the Lease and by law. Lessee agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. Lessor, at the expiration of the Lease or hold-over tenancy, may apply the security deposit to past due or unpaid rent, expenses, and/or for the cost of repairing damages beyond reasonable wear and tear to the Leased Premises caused by Lessee.

Lessor agrees to return to Lessee the security deposit, or whatever part has not been applied in payment of any Lessee obligations under the Lease, within thirty (30) days after the expiration of this Lease, or any renewal, and delivery of possession of the Leased Premises to the Lessor, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by Lessor during this same time period. This provision does not waive rights of Lessor to seek damages in excess of the security deposit. Lessee agrees to reimburse Lessor for any unpaid rent, expenses, and/or damages exceeding the amount of the security deposit.

12. USE OF THE LEASED PREMISES. Lessee shall use the Leased Premises for lawful purposes or for any other purpose that may be granted prior approval by Lessor. Use of the Leased Premises is limited to the time and area restrictions as described above, and is further limited to conducting religious services and classes consistent with Lessee's mission. **At no time shall the Lessee**

use the Leased Premises for a profitable purpose. Rather, Lessee shall operate as an Ohio nonprofit corporation exempt from taxation under section 501(c) (3) of the Internal Revenue Code throughout the Lease Term. Failure to use the Leased Premises in such a manner will result in the immediate termination of the Lease. Further, Lessee shall be responsible for full reimbursement to Lessor of any expenses, including but not limited to state or federal tax liability, incurred to Lessor as a result of Lessee's failure to adhere to this provision.

13. INSPECTIONS. Lessor may enter the Leased Premises at any time, for any reason, assuming that Lessor shall not disrupt the quiet enjoyment of Lessee during the Lease Term.
14. ALTERATIONS; ACT CONSISTENT WITH CODES. Lessee will not make or permit anyone to make any alterations in or additions to the Leased Premises, nor will Lessee install any equipment of any kind that will require any alterations in or additions to the water system, plumbing system, heating system, air conditioning system, or electrical system or the use of such systems, unless Lessee has obtained the prior written consent of Lessor. **Lessee shall abide by all state and local fire and housing codes, and shall refrain from using open flames, candles or other flame- or heat-producing items on Leased Premises.**

If any alterations, additions, or installations are made without Lessor's written consent, or contrary to the time and manner designated by Lessor, Lessor may correct or remove them and Lessee shall be liable for any or all expenses incurred by the Lessor in the performance of this work. Any alterations, additions, or installations made by Lessee shall, unless Lessor elects otherwise, become the property of Lessor and shall remain upon the Leased Premises. In the event that Lessor elects otherwise, such alterations, additions, or installations shall be removed by Lessee at its expense and Lessee shall restore the Leased Premises to the condition of the Leased Premises on the date this Lease is executed, ordinary wear and tear excepted.

15. SIGNAGE. Posting, attaching or affixing any signage and other advertising matter on or about the Leased Premises shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall signage bearing religious text, symbols, or pictures be allowed to remain in place after the hours in which Lessee is occupying the Leased Premises. In the event that signage is approved by Lessor, Lessee shall verify that all allowed signage complies with all state and federal laws and regulations.
16. ASSIGNMENTS AND SUBLEASES. Lessee shall neither assign, nor sublease all or any part of the Leased Premises without prior written approval of Lessor. Approval may be withheld in Lessor's sole discretion.

17. **CONTINGENCY FOR USE OF LEASED PREMISES FOR EDUCATIONAL PURPOSES.** If at any time during the Lease Term, or during any renewal, Lessor determines that the Leased Premises, or any lesser part or part thereof, is needed for educational purposes, Lessor may:
- A. Terminate this Lease without incurring any liability to Lessee by giving Lessee fifteen (15) days advance written notice. Such termination shall only be made by Lessor if Lessor determines that the Leased Premises will not be available for Lessee's use for four (4) or more complete days of the Leased Term because of the need of the space for educational purposes. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to terminate the Lease pursuant to this paragraph.
 - B. Withhold Lessee's access to the Leased Premises for a specified amount of time, without incurring any liability to Lessee, by providing seven (7) days advance written or oral notice. Such withholding may include any portion of any day without limitation, or up to four (4) complete days. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to withhold Lessee's access pursuant to this paragraph.
18. **QUIET ENJOYMENT.** Lessor covenants and warrants that, upon performance by Lessee of its obligations hereunder, Lessor shall allow Lessee to peaceably and quietly enjoy the Leased Premises.
19. **CONDITION OF THE LEASED PREMISES; INTENDED PARKING AREA.** Lessee hereby accepts the Leased Premises in its "as is" condition. The Parties acknowledge that the Lessee intends to use a certain paved area of the Leased Premises as a parking area. Lessee shall be responsible to Lessor to pay for any damage or destruction caused by Lessee's use of the parking area.
20. **LIENS, ENCUMBRANCES AND INTERESTS IN THE PREMISES.** Lessee shall keep the Leased Premises free of any liens, claims or other encumbrances by financial institutions, lenders, contractors, subcontractors, material men, suppliers or other laborers arising out of the use or improvement of the Leased Premises, including any improvements and fixtures added thereto by Lessee, based upon any act or interest of Lessee or anyone claiming through or against Lessee. Lessee shall be in default of this Lease should Lessee allow a lien to be filed against the Leased Premises and shall reimburse Lessor for any and all costs including attorney's fees required to remove such liens from the Leased Premises.
21. **SURRENDER OF PREMISES; TERMINATION OF LEASE.** At the expiration of the Lease Term or subsequent renewed term, or upon termination of the Lease, Lessee shall surrender the Leased

Premises to Lessor "broom clean," in the condition existing as of the commencement of the Lease Term, subject only to reasonable wear and tear.

NO CAUSE TERMINATION: Either party may terminate this Lease without cause by providing ninety (90) days written notice to the other party.

22. **PERSONALTY OF LESSEE.** If Lessee does not remove all its effects from the Leased Premises at the termination of this Lease, Lessor may at its option remove all or part of said effects in any manner that Lessor may choose, and store or dispose of the same without liability to Lessee for loss or damage thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal, storage, and/or disposal of such effects. Lessor shall have a lien upon the personal property and effects of Lessee left on said Leased Premises, and Lessor may at its option, in the event of Lessee's default hereunder and upon Lessor's termination of this Lease, without notice, sell at private sale all or part of said property and effects for such price as Lessor may deem best and apply the proceeds of such sale to any amount due under this Lease, or to cover expenses for the removal and/or sale.
23. **DEFAULT AND TIME TO CURE.** If Lessee, at any time during the Lease Term, shall fail to observe or perform any of Lessee's obligations hereunder, and if any such default shall not be cured within fifteen (15) days after written notice delivered to Lessee, Lessor shall have the right, at its election, to terminate this Lease and all of Lessee's rights hereunder. A default in the payment of rent shall not require any notice of default, but shall still be cured (paid in full) within fifteen (15) days of the due date.

Upon ten (10) days after Lessee's right to cure has expired, if no cure has been made by Lessee, this Lease and all rights granted to Lessee hereunder shall come to an end, and Lessee hereby covenants to peaceably and quietly yield up and surrender to Lessor such Leased Premises. Lessor's remedies specified herein shall be cumulative, non-exclusive and in addition to any other remedies available to Lessor and provided by law.
24. **WAIVER.** Any waiver by either of the Parties of any breach of any one or more of the terms, covenants and conditions of this Lease shall not constitute a waiver of any subsequent breach to the same or any other term, covenant or condition to this Lease, nor shall the failure of either party to require complete compliance with any of the terms, covenants or conditions of this Lease be construed as changing the terms hereof or estop either party from enforcing the full provisions hereof.
25. **SEVERABILITY AND CONFLICT WITH LAW.** If by operation of law, or by a court of competent jurisdiction, it is found that any provision of this Lease is illegal or unenforceable, such provision

shall be deemed invalid, but the remainder of this Lease shall be deemed valid and remain in full force and effect.

26. TITLES AND HEADINGS. The titles or paragraph headings are inserted herein only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of a particular provision to which they refer.
27. ENTIRE AGREEMENT. This Lease contains all the agreements and conditions made between the Parties hereto and may not be modified orally or in any other manner other than by an agreement, in writing, signed by all the Parties hereto or their respective successors in interest.
28. NOTICE. Except as otherwise provided in this Lease, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee will be deemed sufficiently given or delivered to Lessee if given personally or sent by regular or certified mail addressed to Lessee at the address below. Any written notice by Lessee to Lessor shall be given to Lessor at the address stated below. The time of giving such bill, statement, notice or communication shall be deemed to be the time when the same is delivered in person, or when mailed.

To Lessor:

Kirk McMahon, Superintendent
Circleville City School District
388 Clark Drive
Circleville, Ohio 43113

To Lessee:

Pastor
Lighthouse Baptist Church
341 Clinton Road
Chillicothe, Ohio 45601

Each party shall have the right from time to time to designate another address to which notices under this paragraph shall be sent. Such designation shall be made by written notice thereof to the other party.

THIS LEASE shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto.

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

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

The high school principal has certified that Kierra Hart has successfully completed her courses and has completed all requirements set forth for high school graduation by the State of Ohio and the Board of Education on March 12, 2014.

BE IT RESOLVED that under the provision of O.R.C. 3313.61, the Board president, treasurer, superintendent and high school principal shall sign the diploma; and

BE IT FURTHER RESOLVED to pay for the diploma out of the general fund.
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 calendar as presented for the 2014-2015 school year.

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 the board accepted the following resolution:

AWARDING CONTRACT FOR THE ATHLETIC BID PACKAGE

WHEREAS, bids were received for a single prime contract to construct facilities including stadium restroom/concession/ticket booth, sidewalks, baseball and softball fields (2 each), tennis courts (3) and other infrastructure related items contained in the bid documents to be constructed outside the scope of the co-funded Classroom Facilities Assistance Program project, and the apparent low bid was submitted by Stockmeister Enterprises, Inc. in the amount of \$1,252,880.00; and

WHEREAS, the Board's Architect, SHP Leading Design, reviewed the bid submitted to verify that it contained all of the specified work for the stadium restroom/concession/ticket booth, sidewalks, baseball and softball fields (2 each), tennis courts (3) and other infrastructure related items, evaluated the qualifications and experience of the apparent low bidder, and determined that Stockmeister Enterprises, Inc. submitted the lowest responsible bid for the work; and

WHEREAS, the Superintendent, based upon the recommendation provided by SHP Leading Design recommends award of the contract for stadium restroom/concession/ticket booth, sidewalks, baseball and softball fields (2 each), tennis courts (3) and other infrastructure related items to Stockmeister Enterprises, Inc. in the amount of \$1,252,880.00, as the lowest responsible bidder for the work;

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

1. The Board awards the single prime contract for the stadium restroom/concession/ticket booth, sidewalks, baseball and softball fields (2 each), tennis courts (3) and other infrastructure related items to Stockmeister Enterprises, Inc., as the lowest responsible bidder, in the amount of \$1,252,880.00.
2. The Superintendent and Treasurer are authorized to sign the contract for the work, on behalf of the Board, and any related documents.

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

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board authorized the treasurer to solicit bids/quotes for the construction of the multi-use athletics facility. The estimate on the facility is \$180,000.00.

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the board approved the following resolution:

RESOLUTION ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

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 contract with Valuation Engineers Incorporated in the amount of \$8,575.00 for fixed asset appraisal and reporting for FY14 through FY18.

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

On a motion by Mr. Reeser, seconded by Mr. Stevens, the board approved the contract with Interactive Educational Services, Inc. (IES) for Web Hosting Services. Such contract is effective July 1, 2014 through June 30, 2017.

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

On a motion by Mrs. DeLong, seconded by Mrs. Williams, the board approved Change Order #2226-12404-ES10-013 for Feldkamp Enterprises, Inc. for the Circleville Elementary Schools in the amount of \$26,972.28.

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

On a motion by Mrs. Williams, seconded by Mr. Reeser, the board voted to enter into executive session at 8:15 p.m. for the purpose of the investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.

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

The board returned from executive session at 8:46 p.m.

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 8:46 p.m.

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

President

ATTEST

Treasurer