

May 21, 2014

The Board of Education met in special session on May 21, 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 and led the group in the Pledge of Allegiance.

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

Board Member Tony Reeser gave his Legislative Liaison report.

Student board members Jonathan Snow and Samantha Stevens gave their reports.

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 – April, 2014
- b. Warrants – April, 2014
- c. Donations:  
From Circleville Juvenile Detention Center two soccer goals.
- d. Requisitions over \$5,000:  
Battelle for Kids - \$6,521.30  
Advanced Learning Center, Inc. - \$5,559.26  
CDW Government, Inc. - \$8,549.86  
Wilson Plumbing & Heating - \$9,012.84  
Zimmerman - \$9,992.12  
Barry's Barbell - \$7,500  
Gordon Food Service - \$25,000.00
- e. Purchase Orders After the Fact:  
Pickaway County Safety Council - \$17.00  
Butch Hughes - \$135.81  
Cynthia Braswell - \$96.00  
Laura Rocklin - \$500.00  
Berger Health CPR Training Center - \$470.00
- f. Approve the Revised 5-Year Forecast
- g. Approve Amended Certificate of Estimated Resources and Amended Appropriation Resolution.
- h. Change order for Circleville Middle School in an amount not to exceed \$50,000.00

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

On a motion by Mrs. Williams, seconded by Mr. DeLong, the board approved the minutes from the April 9, 2014.

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

WHEREAS, 2014 marks the 60th anniversary of the historic U.S. Supreme Court decision in *Brown v. Board of Education*; and

WHEREAS, public education is essential to an informed citizenry, the foundation of our democratic society; and

WHEREAS, access to a public education is the gateway to opportunity, our nation's promise to all; and

WHEREAS, a public education for every citizen regardless of race, religion, ethnic background or economic circumstance is a fundamental civil right under our form of government; and

WHEREAS, on May 17, 1954, in a historic and unanimous decision, the U.S. Supreme Court in *Brown v. Board of Education* ruled that public education is subject to the equal protection provisions of the United States Constitution; and

WHEREAS, the court based its decision in major part on the premise that to separate children according to race was unfair, and diminishes their hopes and aspirations; and

WHEREAS, the court's pronouncement validated the struggle and remarkable actions of countless Americans — including civil rights leaders and volunteers, parents and students — who challenged the destructive effects of segregation through peaceful, lawful means; and

WHEREAS, the court's decision has had a profound, significant and beneficial impact on all aspects of life in the United States; and

WHEREAS, many areas of our nation are still struggling to eradicate the vestiges of segregation in education, therefore may it be

RESOLVED, that the Circleville City School District's Board of Education, on this 21<sup>st</sup> day of May 2014, commemorates the 60th anniversary of the *Brown v. Board of Education* case, and with this resolution encourages the advancement of democratic principles through our system of law and justice using the 1954 Supreme Court decision as a touchstone; and

BE IT FURTHER RESOLVED to inspire all of our students, regardless of age, gender, race, ethnicity, religion, sexual orientation, disability or economic status, to appreciate the value of public education and public service as a way to promote democracy, justice and equality.

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 personnel items:

**a. Retirement:**

Marcia Kenworthy

Nicholas Drive teacher

Effective: September 1, 2014

**b. Resignation:**

Beth Adkins

CHS Administrative Assistant

Effective: End of 2013-2014 school year

Valerie Crist

Extra Mile Site Coordinator

Shelly Daniel	Effective: End of 2013-2014 Extra Mile school year Bus Driver
Sonsearay Grady	Effective: April 7, 2014 Extra Mile Coordinator – EMS
Angela Willyerd	Effective: 7/1/2014 EMS Science Teacher
Julian Savage	Effective: End of 2013-2014 school year EMS Instrumental Music Teacher

**c. Employment for the 2013-2014 school year:**

Jan Harter	Substitute Aide Retroactive: May 1, 2014
Brandon Wright	Substitute Custodian Retroactive: March 1, 2014
Tammera Laughlin	Elementary Media Specialist Step: 9 Level: MA +25

Summer School Tutors - \$28.00 per hour (Paid by 21<sup>st</sup> CCLC Grant)

Jessica Fox  
Cathy Kint  
Robin Hedrick  
Donna Hirsch  
Lisa Jenkins  
Mary Hampp  
Karen Valentine  
Megan Lennex  
Jill Anderson  
Brittney Green  
Danielle Mogan  
Wendy Jordan  
Eddie Sims  
Tiffany Lewis  
Bobby Lombardo  
Ben Brisker  
Andrea Utts  
Tami Petty  
R.J. Brown  
Jessica Romshak  
Matt Fosnaugh  
J.J. Simmons  
Joe Stitt  
Julie Scherer  
Jason Corcoran  
Kyle McFerin

Summer School Aides - \$12.00 per hour (Paid by 21<sup>st</sup> CCLC Grant)

Joyce Mallow

Robin Givens  
Peggy Burns  
Lindsey Gustine  
Edie Strawser  
Amy Rhymer

**d. Employment for the 2014-2015 school year:**

**Extra-Curricular:**

Heath Hinton	CHS Head Football Coach Step: 10
Erin Luke McConnell	CHS Head Golf Coach Step: 2
Steven Wastier	CHS Head Boys Soccer Coach Step: 9
Brooke Paxton	CHS Head Cheerleading Coach Step: 2
Dan Campbell	CHS Head Girls Tennis Coach Step: 15+
Joe Goodyear	CHS Head Boys Basketball Coach Step: 15+
Brian Bigam	CHS Head Girls Basketball Coach Step: 5
John Russell	CHS Volunteer Head Bowling Coach
Alice Harker	CHS Volunteer Head Swim Coach
Jason Wells	CHS Head Cross Country Coach Step: 8
Kevin Keaton	CHS Head Wrestling Coach Step: 8

**Certified Staff:**

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

Cynthia Braswell  
Samantha Corbett  
Joe Goodyear  
Sonsearay Grady  
Brittney Green  
Andrea Hoskins  
Caroline Kopec  
Cynthia Moats  
Mary Moats  
Andy Schmitz  
Jessiah J. Simmons  
Joseph Stitt  
Rachel Taylor

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

Ben Brisker  
Heidi Cottrill  
Heath Hinton  
Leslie LeBlanc

1 Year Contract: (4<sup>th</sup> 1 year contract)

Randy Brown  
Nathan Cotton  
Tiffany Lewis  
Brad Reeves  
Kaileigh Reeves

3 Year Contract:

Diane Brobeck  
Lindsey Cox  
Amy Dobbelaere  
Jaime Fosnaugh  
Mary Hampp  
Kim Hastler  
Charles Hughes  
Kara Kralik  
Megan Lennex  
Jessica Liddle  
Erin Luke McConnell  
Kyle McFerin  
Danielle Mogan  
Jessica Romshak  
Eileen Sharff  
Fred Styers  
Hillary Webb  
Janet Wastier

**Classified Staff:**

**Administrative Assistant**

Teresa Conley	\$45,720
Glenda Hannigan	\$32,972
Bobbi Holbrook	\$42,505
Sherrie Peloquin	\$41,046
Karen Sabine	\$33,789
Traci Smith	\$35,514
Julie Stanley	\$25,214
Jackie Vanarsdalen	\$32,696
Kathy Wade	\$32,379

**Assistant to the Treasurer (Exempt Employee)**

Rhonda Cook	\$45,526
Brenda Hicks	\$47,895
Shelby Seeger	\$45,526

**Executive Secretary (Exempt Employee)**

Ellen Mangione	\$52,430
----------------	----------

**Bus Driver**

Rebecca Bensonhaver	\$19.85 per hour
Vera Carle	\$20.13 per hour
Wendy Gamelli	\$20.12 per hour

David Jordan	\$21.59 per hour
Renee King	\$17.70 per hour
Shirley Lear	\$21.38 per hour
Shawana Mitchell	\$20.61 per hour
Michelle Ramey	\$21.98 per hour
Jodi Ross	\$17.34 per hour
Deborah Hill	\$21.59 per hour

**Head Cook: hourly rate (7.5 hours)**

Christine Devore	\$17.63
Kelly Goode	\$17.63
Debra Parsley	\$17.79

**Cook: hourly rate**

Judith Angles	\$16.18
Brenna Clifton	\$14.44
Cheryl Davis	\$13.77
Debbie DeLong	\$16.35
Brenda Gans	\$16.35
Teresa Hay	\$16.35
Angela Hixon	\$13.13
Crystal Hoop	\$15.14
Rhonda Marshall	\$16.18
Jeanne McCall	\$16.18
Deanna Rausch	\$15.99
Kimberly Sowers	\$15.99
Julie Walker	\$15.48

**Custodian**

Jennifer Bryant	\$40,294
Biff Bumgarner	\$36,173
Milton Crabtree	\$39,666
John Dietrich	\$32,418
Bruce Hannigan	\$39,250
Matthew McLaughlin	\$36,528
Larry Parsley	\$39,250
Terrie Rittenhouse	\$40,856
Mark Skinner	\$39,250
Kelly Smith	\$39,250
John Topping	\$35,452
Richard Vanover	\$33,160

**Instructional Aide**

**8 hours**

Terri Carter	\$24,549
Sue Mace	\$24,789
Edna Strawser	\$20,682

**Instructional Aide**

**7 hours**

Beth Adkins	\$21,870
Harriet Barthelmas	\$20,119
Stephanie Bivens	\$19,780
Samantha Brady	\$20,165

Libby Brisker	\$21,480
Margaret Burns	\$19,879 (7.25 hours per day)
Valerie Crist	\$23,213
Janis England	\$21,480
Jill Evans	\$21,484
Jessica Fox	\$17,684
Robin Givens	\$20,324
Mindy Gray	\$20,165
Angela Holbrook	\$20,324
Erin Horstman	\$19,588
Lisa Jenkins	\$18,090
Teri Knul	\$19,382
Deborah Leasure	\$21,861
Jennie Merkle	\$21,480
Donna Palmer	\$22,075
Vivian Pound	\$18,866
Amy Rhymer	\$19,969
Mark Turner	\$21,480
Keith Valentine	\$19,780

**Maintenance**

Randy Guiles	\$43,109
Eric King	\$42,441
Kevin Smith	\$43,306

**Nurse's Assistant**

Jaime McKeivier	\$23,460
-----------------	----------

**Site Coordinator – After School Programs**

Sara Foster	\$24,908 *Pending grant approval
-------------	----------------------------------

**After School Program Coordinator – After School Programs**

Kate Mogan	\$38,193 *Pending grant approval
------------	----------------------------------

**e. Paid days**

Marcia Kenworthy: approval of 13 days of work in August, 2014 at her current daily rate of pay.

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 following lease agreement between the YMCA of Central Ohio and the Circleville City School District for morning latchkey services for the 2014-2015 school year:

This lease agreement is made and entered into this 21<sup>st</sup> day of May, 2014, by and between The Circleville City School District, herein referred to as "Circleville," and the Young Men's Christian Association of Central Ohio, hereinafter referred to as "YMCA". Nothing contained in this Lease Agreement shall confer any title or interest in the land/premises to the YMCA.

**WHEREAS**, CIRCLEVILLE District parents are interested in making available quality child care services to its students' parents; and

**WHEREAS**, YMCA has expertise in the development, management, and operation of child care facilities;

**THEREFORE**, CIRCLEVILLE and the YMCA desire to enter into a Lease Agreement which will formalize their understanding pursuant to which the YMCA shall operate a child care center in.

For and in consideration of the terms set forth, does hereby grant to the YMCA the right to use the following described premises:

1. Circleville Elementary School,
  - a. the gymnasium
  - b. the cafeteria
  - c. the 1<sup>st</sup> floor large group restrooms
  - d. access to refrigeration
  - e. use of the playground
  - f. access to CIRCLEVILLE's network

**1. PREMISES AND HOURS OF USE**

YMCA shall be entitled to use said premises of the above under #1 from 6:00 a.m. to the beginning of school.

**2. TERM OF LEASE**

This Lease shall be for a period of ten months, commencing on August 18, 2014 and unless terminated earlier pursuant to the terms of this Lease, terminating in May 2015 on the last day of school in the 2014-2015 school year. However, if at any time the subject premises are needed for school purposes, then CIRCLEVILLE shall be permitted to terminate this Lease Agreement on 60 days written notice.

**3. FEE**

There shall be no fee charged to the YMCA for the use of said space.

**4. USE OF DEMISED PREMISES**

The premises shall be used by YMCA only for school-age programs, for students only.

**5. UTILITIES AND SERVICES**

CIRCLEVILLE agrees to furnish the premises with all reasonable utilities, trash removal services and maintenance, and it is understood and agreed the Lessor will provide normal janitorial service, necessary restroom supplies and keep premises in proper order and repair except as to damage caused by the YMCA, other than normal wear and tear. YMCA agrees to repair for other than normal wear and tear.



It is further understood and agreed that YMCA will take appropriate measures to conserve and efficiently use energy and other resources (i.e.heat, water and utilities) and that the services stated above will be equal to the service standards provided in the building.

6. **ASSIGNMENT OF LEASE**

Lessee shall not assign this lease nor sublet the demised premises.

7. **DESTRUCTION OF DEMISED PREMISES**

If said premise is totally destroyed by fire or other casualty, then this Lease shall immediately terminate. In case of partial destruction or damage so as to render the major portion of the demised premises unusable, either party may terminate the Lease by giving written notice to the other party within fifteen (15) days thereafter.

8. **INDEMNITY**

The YMCA agrees to indemnify, hold harmless and defend, CIRCLEVILLE and all of the board members, officers, agents and employees of CIRCLEVILLE, from and against all claims, damages, causes of action, loss, costs, expenses and liability for injuries to or deaths of persons or damages to property or operations arising out of the use of the premises by YMCA, provided however, that this covenant shall not extend to liabilities incurred from any negligent acts or omissions on the part of and its board members, officers, agents, or employees.

Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and both shall have the right to participate in the defense of the same to the extent of its own interest.

9. **INSURANCE**

YMCA shall keep in force during the term of this agreement, at YMCA's expense, comprehensive general liability insurance in companies approved by (which approval shall not be unreasonably withheld) to protect against liability incident to the use of or resulting from any acts occurring in or about said premises, the liability under said insurance to be not less than One Million Dollars (\$1,000,000) for injury to one person in one accident, occurrence or casualty, and not less than a combined single limit of Two Million Dollars (\$2,000,000) for injuries to one or more persons and/or damage to property, in any one occurrence. YMCA shall furnish with a duplicate original of such insurance policy at each renewal period.

Such insurance policy shall contain a provision indicating that it cannot be cancelled without at least thirty days prior written notice.

**10. WRITTEN NOTICE**

All notices to be given between the parties hereto shall be in writing and may be served by depositing the same in the United States mail, postage prepaid, certified and addressed to Circleville City Schools, 388 Clark Drive, Circleville, Ohio 43113 , Attention: Kirk\_ McMahon, Superintendent and to YMCA of Central Ohio, 40 West Long Street, Columbus, Ohio 43215, Attention: President/CEO.

**11. ENTRY AND INSPECTION**

YMCA will permit CIRCLEVILLE and its agents to enter into and upon the premises at all reasonable times for any purpose not causing unreasonable interference with programs of YMCA.

**12. USES PROHIBITED**

The premises shall not be used except for the purposed in paragraph 4. The YMCA shall not do nor permit anything to be done in or about the demised premises, or any of its contents, which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the premises, which are or may hereafter be enacted or promulgated by any public authority, or in any way obstruct or interfere with other activities at the school, nor allow the premises to be used for any improper, immoral, unlawful or objectionable purpose.

**13. NON-WAIVER OF SUBSEQUENT BREACH**

A waiver of a particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

**14. SURRENDER OF POSSESSION**

YMCA accepts the premises with their appurtenances and fixtures in their present condition and, at the end of the term of this lease, YMCA will surrender the premises in as good order and condition as when received, reasonable wear and tear expected.

**15. NON-DISCRIMINATION**

YMCA agrees to be non-discriminatory in hiring staff and in enrolling students.

**16. LEASES AND PERMITS**

Upon commencement of this lease, YMCA will have possession of the necessary licenses and/or permits required by the State of Ohio

Department of Job and Family Services, Office of Child Day Care Licensing, or present indication that application for such licensure is pending. YMCA agrees to remain a non-profit organization as long as it occupies the demised premises. YMCA shall have the sole duty to obtain any and all licenses and permits required by the Federal, State, or Local government, and YMCA shall have the sole duty to maintain compliance therewith CIRCLEVILLE shall have no responsibility therefore.

**17. TERMINATION**

Each of the following shall be deemed to be an event of default under this Lease:

- a. Abandonment or vacation of the premises by YMCA;
- b. Failure by YMCA to perform or observe any obligation or condition to be performed or observed by YMCA under any of district policies and procedures and failure by YMCA to correct such default within 30 days after gives YMCA written notice to do so, provided that CIRCLEVILLE has, prior to such default notice, delivered to YMCA written notice of such policies and procedures.

Upon any such event of default, CIRCLEVILLE shall have all remedies given to it by law or in equity, including the right to terminate the Lease, re-enter the premises and take possession thereof.

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 unpaid leave for Kimberly Ritter from May 3, 2014 through end of the 2014-15 school year.

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

On a motion by Mrs. Williams, seconded by Mr. Rothe, the board approved employment of Andre Woeste as District School Psychologist. Mr. Woeste's 200 day contract will be for a period of 2 years (August 1, 2014 through July 31, 2016) at an annual salary of \$55,000.00.

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 granted permission for the following trips:

CHS 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;

CHS FCCLA student Kyna Wright and chaperone Catherine Steinhauser to attend the Ohio FCCLA State Officers 2014-2015 Leadership Training at Heartland Retreat Center in Marengo, Ohio on May 4-6, 2014. The trip will be paid for by the Pickaway-Ross Career and Technology Center.

The school will provide a school van/car or be transported by Mrs. Steinhauser's vehicle;

CHS Cross Country Team to attend team camp at Lake Hope State park July 28-31, 2014. All expenses will be paid by Runners and through the cross country team's fundraising money. Parents and coaches will transport the athletes to and from the camp.

CHS Volleyball team to attend team camp at Ashland University on July 20 through 22, 2014.

CHS FCCLA State Officers and State Officer Advisors Meeting June 16-20, 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. Reeser, the board approved the following contract between Circleville City Schools and Haugland Learning Center for educational services for a special needs student for the 2014-2015 school year:

- School District agrees to enroll the student full-time for the 2014-2015 academic year at Haugland Learning Center ("HLC").
- HLC agrees to provide the individualized educational services in the student's IEP that it is equipped to provide. The student will have full access to specially-trained staff, adapted curriculum, and specialized facilities designed to educate the student in the least restrictive environment possible.
- HLC agrees to provide behavior and/or instructional Aide support when needed to allow the student to function in a school setting without creating unnecessary dependency. The aide(s) will ensure the safety of the student, help the student access the curriculum, and assist with behaviors. Supports will range from zero Aides to four Aides and will be applied on an as-needed basis.
- School District agrees to be responsible for maintaining a current IEP and ETR for the student.
- HLC agrees to ensure that all staff meet state requirements for FBI/BCI checks.
- HLC agrees to provide quarterly progress reports to School District.
- School District agrees to pay HLC in monthly installments of \$4,500.00 (maximum \$45,000.00 per academic year) and to payment terms of net 30.
- HLC Agrees to pro-rate services weekly in the event that the student enrolls or withdraws mid-year.
- Either party may terminate this agreement with fourteen (14) days' written notice (email is okay) to the other party.

Please note that HLC does not provide transportation, therapy services, or lunches/snacks.

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 contract between Circleville City Schools and Haugland Learning Center for extended school year services for a special needs student:

- School District agrees to enroll the student for ESY services at Haugland Learning Center (“HLC”). The student will attend full-time from June 16<sup>th</sup>, 2014, to July 25<sup>th</sup>, 2014 (no services July 4<sup>th</sup>).
- HLC agrees to provide individualized educational services according to the IEP and will also provide behavioral support to the student as needed.
- HLC agrees to provide behavior and/or instructional Aide support when needed to allow the student to function in a school setting without creating unnecessary dependency. The aide(s) will ensure the safety of the student, help the student access the curriculum, and assist with behaviors. Supports will range from zero Aides to four Aides and will be applied on an as-needed basis.
- HLC agrees to ensure that all staff meet state requirements for FBI/BCI checks.
- School District agrees to pay HLC in two monthly payments of \$2,200 and \$4,400 by July 10<sup>th</sup>, 2014 and August 10<sup>th</sup>, 2014, respectively (total fee is \$6,600).

Please note that HLC does not provide transportation, therapy services, or lunches/snacks.

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 contract between Circleville City Schools and Strategic Management Solutions for funding year 2015 of the Federal E-Rate Program:

**Client Agreement No. 129130-2015  
For Internet Access and/or  
Telecommunications E-Rate Funding**

This Agreement, Exhibit A and all Addenda attached hereto (“Agreement”) is made and entered into by and between Strategic Management Solutions (“Company”) of Westerville, Ohio and Circleville City School District (“Client”) for Funding Year(s) 2015, of the Federal E-Rate Program.

**I. CONSULTING SERVICES**

**A.** To obtain funding for the eligible items categorized as Priority 1 funding, otherwise identified as Internet Access and/or Telecommunications services under the Federal E-Rate Program, Company agrees to provide to Client the E-Rate Consulting Services described in Exhibit A of this Agreement subject to the terms and conditions contained in this Agreement. Client agrees to

provide Company, in a timely manner, the data and assistance listed in, but not limited to, Exhibit A of this Agreement, in order that Company can successfully complete all services required for each Funding Year of the Federal E-Rate Program covered by this Agreement.

## **II. TERM OF AGREEMENT**

**A.** The term of this Agreement shall begin on the date placed by Signatory of Client on page 4 of this Agreement and shall continue until all applicable services have been completed for each Funding Year of the Federal E-Rate Program covered under this Agreement, unless one of the parties has given thirty (30) days written notice to the other party of its desire to terminate this Agreement.

## **III. FEES AND PAYMENT**

**A.** Client agrees to be solely responsible to Company for all fees billed by Company for consulting services provided to Client under this Agreement and understands that all fees are due to Company on or before the due date shown on billing notices received by Client.

**B.** The fees for all consulting services provided under this Agreement are indicated in the Addendum attached to this Agreement for each Funding Year covered by this Agreement. The fee for each Funding Year will not exceed \$1,200.00 per instructional building (State of Ohio IRN), or 15.00% of the funding requested for that Funding Year, whichever is less.

**C.** In the event of early termination of this Agreement, fees paid as of the effective date of termination are not refundable to Client. Client agrees to pay all billing notices due and payable as of the effective date of termination. Additionally, for any multi-year agreement, if Client terminates said Agreement for any Funding Year after the initial Funding Year in this Agreement, the total fee due for each Funding Year with services received by Client will be adjusted to the then current rate for a 1-year or 2-year Agreement, whichever is applicable.

## **IV. PERFORMANCE**

**A.** Company shall furnish consulting services for each Funding Year covered by this Agreement in the manner described in Exhibit A of this Agreement and Client shall undertake its obligations as set forth in Exhibit A of this Agreement.

**B.** Client expressly authorizes Strategic Management Solutions and its representatives to act on behalf of Client as Client's contact/agent for the Federal E-Rate Program related to all funding applied for under this Agreement.

**C.** Client expressly authorizes Strategic Management Solutions and its employees to receive the necessary data to prepare all forms and documentation required by the Universal Service Administrative Company (USAC) Schools & Libraries Division (SLD) and its representatives in order for Client to request and/or receive funding under the Federal E-Rate Program.

**D.** Client understands that Strategic Management Solutions and its representatives will not participate in any way in the competitive bid process to select the vendors that will provide the services for which funding is requested under the Federal E-Rate Program.

## **V. WARRANTIES AND LIMITATIONS ON LIABILITY**

**A.** Company shall be liable to Client for failure to provide any services only if such failure is due to the negligence of Company. In no event shall Company be liable for any special, incidental, consequential, or exemplary damages.

**B.** It is agreed that Company shall not be liable for any damages incurred as a result of the errors or omissions of Client, its personnel, employees, agents or users. Company shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.

**C.** Neither party to this Agreement shall be liable for delays in delivery or failure to perform any obligation hereunder, other than the obligation to make a payment due hereunder, when such delay or failure arises beyond the control of such party. This time for performance or any right or obligation, other than the obligation to make a payment due hereunder, delayed by such events, will be postponed for a period equal to the delay unless the parties agree to the contrary.

**D.** The warranties and remedies set forth in this Agreement herein are in lieu of all other remedies and warranties, express or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose the Company will not be liable for any damages or expenses incurred by the Client in connection with any defect in the service or failure to perform said service by the Company. In no event will the Company be liable for any incidental or consequential damages including, without limitation, loss of use, loss of profits or claims of third parties.

## **VI. NOTICES**

**A.** All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth

below (or to such other addresses as the party may designate by notice to the other party hereto):

**1. If to Company:**

Company: Strategic Management Solutions  
Contact Name: Sandy Spencer  
Street Address: 611-G Park Meadow Rd.  
City/State/Zip: Westerville, OH 43081-2875  
Telephone: 866.511.2300  
Facsimile: 866.511.2400

**2. If to Client:**

Client: Circleville City School District  
Contact Name: Kristen Rhoads  
Address: 388 Clark Drive  
City/State/Zip: Circleville, Ohio 43113  
Telephone: 740.474.5090  
Facsimile: 740.474.6600 Rev. 07/14/2010 3

**VII. CONFIDENTIALITY OF INFORMATION**

**A.** Company shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Client.

**VIII. GENERAL PROVISIONS**

**A. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

**B. Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of any such provisions, nor to effect either the validity of this Agreement, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

**C. Captions.** The captions in this Agreement are inserted as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

**D. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the



remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**E. Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.

**F. Controlling Law.** All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Ohio.

**G. Construction.** When used in this Agreement, the word “including” shall mean including without limitation. Whenever the singular number is used herein and when required by context, the same shall include the plural, and the masculine, feminine, and neuter genders shall each include the others, and the word “person” shall include corporation, firm, partnership, joint venture, trust, or estate.

**H. Survival.** The terms, provisions, representations, and warranties contained in this Agreement shall survive the performance of consulting services. Payment for consulting services shall not be subject to any condition precedent.

**I. Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the services contemplated by this Agreement.

**J. Attorney’s Fees.** In the event that litigation is instituted between any of the parties in connection with any controversy or dispute

arising from, under, or related to this Agreement, the judgment therein shall include a reasonable sum to be paid to the prevailing party for and on account of attorney’s fees and costs incurred in such litigation.

**K. Entire Agreement.** This Agreement, including all attachments and addenda that are attached or referenced herein or incorporated by reference at a later date, sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein superseded by this Agreement.

**L. Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the

Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below and on all attached addenda, Signatory of Client ("Signatory") certifies authorization to sign on behalf of Client and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of Exhibit A and all addenda attached and incorporated herein by reference. Signatory certifies that all information provided by Client in connection with this Agreement is true and accurate. Signatory further certifies that the Agreement has been approved by formal action of Client's governing body, if required under that body's policy.

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 Circleville City School District agrees to allow the University of Dayton 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 September 1, 2014 through August 31, 2015. Either party wishing to terminate this agreement must submit their intent to the other party 30 days prior to said termination.

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 lawn maintenance proposal submitted by Mike's Landscaping:

**SERVICES INCLUDED IN THIS AGREEMENT:**  
(Service Agreement effective May 1, 2014 – Dec. 31, 2014)

1) Maintenance

Turf Areas	\$760.39	x 26 services per year
Contingent Areas	\$137.69	x 20
Wetlands	\$283.40	x 10
Annual:	\$25,357.88	

TOTAL ANNUAL		\$25,357.88
Non-Profit	0.00%	\$0.00
TOTAL WITH TAX:		\$25,357.88

**LANDSCAPE SERVICE DESCRIPTIONS**

1) MAINTENANCE \*Frequency of visits is determined by seasonal variations

a. Mowing: All hard surfaces will be completely blown at each visit. Includes edging all hard surfaces at every other visit

*\*Any adjustment to the amount of visits per year will be negotiated on an as needed basis and billed accordingly.*

## **CONTRACT CONDITIONS**

### *LANDSCAPE MAINTENANCE*

1. The Landscape maintenance services will be charged until February 28th, 2015. After this date, services will be performed upon request if they are needed or until contract is renewed.
2. Advanced notice shall be given for any extra work when conditions permit.
3. Maintenance service price per visit is subject to adjustment based on additional landscape renovations such as adding plant material or flowerbeds.
4. Property shall be kept neatly manicured at all items. All work is to be performed in a professional manner, according to industry practices. Services shall be rendered as specified with the exception of legal holidays, strikes, accidents, inclement weather or any other delays beyond the control of Mike's Landscaping, LLC.
5. Mike's Landscaping, LLC shall provide all labor (dressed in company uniform), with supervision, equipment and materials necessary for the performance of this agreement.
6. Mike's Landscaping, LLC agrees to maintain a general public liability insurance policy as required by law and Worker's Compensation insurance. A copy of our current Certificate of Insurance is available upon request.
7. Mike's Landscaping, LLC is a drug free workplace, and agrees to continue this program.
8. Any repairs or extra work necessary, due to floods, lightening or other acts of nature, shall not be covered under this agreement.
9. This agreement may be cancelled by either party upon ninety (90) days written notice.
10. Landscape Maintenance invoices are billed in advance based on the projected amount of services for the upcoming month. This will be billed on the first of the month and due the 15<sup>th</sup> day of every month. We do accept major credit cards for your convenience with a 2.75% markup on the total invoice. It is understood that if this proposal is not accepted within a period of (30) days from the price quoted herein may be subject to revision.

### **ADDITIONAL CONTRACT CONDITIONS**

1. We cannot assume responsibility for a "natural peril" which may prove detrimental to plant material or postpone completion of job, such as drought, water restrictions, high winds, excessive flooding, freeze or frost, etc.
2. Removal of road, rock, or other objectionable materials and replacing with topsoil is not included in this proposal.
3. Price includes 1 planting only. Relocation will be charged on a time and material basis.

4. This contract will commence on or about May 1, 2014. If commencement is delayed in excess of 90 days, the Landscape Contractor reserves the right to re-negotiate to terminate this contract with reasonable notice.
5. We will exercise all precautions in performing our work as well as call a locate service for all basic utilities- Gas, Water, Electric, Home phone and internet, Cable, and Invisible fence; however, if we run into any underground utilities that we were not warned about while performing this contract which were not previously marked by Owner or Owner's Representative, repair costs will be the Owner's responsibility.
6. If any substantial change (15% or more) in this contract is necessary, the Landscape Contractor reserves the right to re-negotiate unit prices.
7. Should Mike's Landscaping, LLC. retain the service of an attorney to collect monies due under this contract, or to file suit to collect said sums, the Owner shall be responsible for all attorney fees and costs of collection incurred by Landscape Contractor.

*NOTE: Mike's Landscaping, LLC reserves the right to cease services without notice if the Customer account becomes thirty (30) days past due. All accounts unpaid within forty-five (45) days of billing date may be subject to an added monthly 1.5% service charge until the account is paid in full.*

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 the following proposal from Pritchard Auctioneers for the disposal of furniture and equipment at Atwater Elementary and Court Street Intermediate School:

**DAVE PRITCHARD AUCTIONEERING**  
**117 S. COURT STREET CIRCLEVILLE, OHIO 43113**  
**SERVING CENTRAL & SOUTHERN OHIO SINCE 1972**  
Circleville City Schools Auction Proposal  
May 21, 2014

This proposal is for conducting an auction of items located within Atwater Elementary (June 7<sup>th</sup>) and Court Street Intermediate School (June 14<sup>th</sup>).

**Auctioneers Commission-15%**

**Labor**-Pritchard Auctioneering to provide two laborers each sale day from 8:00 A.M. until 5:00 P.M. as well as the following day for removal from noon until 4:00 P.M. at a rate of \$10.00 per hour per laborer for a total not to exceed \$260.00 per auction. Circleville City Schools to provide 2-3 laborers both days as well as prior to sales for placing stickers on items to be sold. If for some reason Circleville City Schools does not provide the laborers mentioned in this quote, then additional workers will be needed .

**Clerk & Cashier**- Clerk 1 @ \$20.00 per hour (6 hour auction \$120.00),  
Cashier 1 @ \$20.00 per hour (6 hour auction, 1 hour prior for registration & 2

hours after for settlement, total of 9 hours @ \$20.00 per hour \$180.00). This is per auction.

**Advertising-** Pickaway, Ross, Fairfield & Hocking County Advertisers, Circleville Herald, 1000 brochures, direct mailers to all that attended the high school auction, text as well as pictures placed on davepritchardauctioneering.com & auctionzip.com, advertising not to exceed \$600.00.

**Settlement-** All checks would be made payable to Dave Pritchard Auctioneering. Circleville City Schools would receive a complete settlement, listing all expenses and commission from Auction company within 14 days along with a check for the balance. Dave Pritchard Auctioneering will take full responsibility for any returned checks and unpaid accounts.

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 changes made to the following handbooks:

Circleville Preschool Student Handbook  
Circleville Elementary School Student Handbook  
Everts Middle School Student Handbook  
Circleville High School Student Handbook  
CCS Student Activity Handbook

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 accepted the graduation class of 2014. The high school principal has certified that the members of the senior class listed in the board attachment, if they successfully complete their present courses, will complete all requirements set forth for high school graduation by the State of Ohio and the Board of Education on or before the date set for graduation.

***NOW THEREFORE BE IT RESOLVED*** that students who continue to meet all requirements for graduation as set forth by the State of Ohio and the Board of Education shall be so graduated;

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

***BE IT FUTHER RESOLVED*** to pay for the diplomas out of the general fund.

The board approved the above resolution and the Graduation Class of 2014 as listed:

Hanna Dawn Abner  
William Stuart Alderman  
December Lynn Bailes  
Dakota Lace Banik  
Summer Nichole Banks  
Rachel Lynn Barthelmas  
Sarah Lynn Bicknell  
Brandon Lee Bivens  
Edward Lee Blackstone, Jr.  
Brandon Lee Bolin  
Rebekah Ann Branham

Jonathon Taylor Brooks  
Olivia Louise Brooks  
Hannah Rosemary Brown  
Desiree Lynn Browning  
Laine Kelly Bulmer  
Elizabeth Marie Burns  
Emily Christine Burns  
David Jeffrey Burroughs  
Jonathon Michael Cain  
Quinton Arick Calder  
Thomas Walter Campfield, Jr.  
Collin Ross Carter  
Nicholas Jay Carter  
Esteben Luis Centeno  
Alexis Brooke Clark  
Taylor Marie Clay  
Christian Scott Coats  
Garrett Allen Colburn  
Ali Nicole Collins  
Maggie Ann Collins  
Christen Michelle Cooper  
David Maxwell Cooper  
Kaylee Marie Cox  
Kristen Mackenzie Cox  
Lea Kachine Craig  
Dusten Lee Cummings  
Chelsi Ann Curry  
Sarah Sue Cydrus  
Kerin Nichole D'Eredita  
Brandon Allen Daniel  
John Wesley Davis  
Katherine Renae Derexson  
Colin Michael Derosette  
Mallory Anne Dietrich  
Megan Elizabeth Donley  
Aspen Nicole Dowden  
Monique Taylor Dugan  
Mercedes Champaigne Duran  
Conner Frazier Eitel  
Hailey Mariah England  
Nicholas Brady Fee  
Caleb Michael Ferguson  
Austin Lee Fisher  
Dylan Anthony Forsythe  
Taylor Joann Foster  
Shawn Austin Garrett  
Matthew Jacob Giffin  
Brianna Jade Gillespie  
Breyahna Nashelle Gilmore  
Shaylea Michelle Gothard  
Dakota William Gowin  
Chad Cleveland Grabill  
Justin Case Green  
Tyler Eugene Green  
Sarah Lin Greene  
Tylor Lewis James Greeno  
Kaitlin Victoria Gregg

Herbie Edward Haddox  
Jessica Anne Halaszynski  
Drake Mitchell Gates Hamilton  
Kierra Renee Hart  
Zeth Thomas Hawley  
Adam Wayne Hays  
Emily Rachel Hays  
Harold William Heise  
Joshua Michael Hemming  
Cody Allan Herron  
Allenia Elizabeth Hicks  
Hamilton Stone Hill  
Joni Shilynn Hill  
Robert Leroy Hill III  
Mikala Kari Honeycutt  
Corie Marie Hoselton  
Alexandra Adele Hudson  
Reed James Hugus  
Macy Joan Huston  
Seth Michael Dale Imler  
Zachary Ryan Isaac  
Brett Warren Jacques  
Shaun Michael Kelly  
Clayton Wade Kersey  
William Anthony Kimball  
Tyler Matthew Knul  
Derrick Andrew Kramer  
Dillyn Taron Benjamin Kramer  
Bradley Ray Kuhn  
David Allan Leach  
Mackenzie Lea Leisey  
Dylan Thomas Lintz  
Caitlin Nicole Mace  
Emily Marie Martin  
Jordan Rain Matthiass  
Eugene Marshall McClaskey  
Kyle Alexander McGinnis  
Timothy Jacob Mogan  
Ashley Nicole Mumaw  
Spencer Joseph Nelson  
Chelsea Renee Nungester  
Betty Christina Renee Oliver  
Lorisa Marie Ortega  
Nicole Marie Overly  
Austin Michael Palmer  
Jessica Ann Parrett  
Andrew Scott Petersen  
Cheyanne Nicole Pickett  
Kaylee Marie Piper  
Logan Thomas Porter  
Brian Felix Radcliff, Jr.  
Meagan Erin-Kay Ramey  
Sierra Raneer' Reetz  
Makayla Elizabeth Robinson  
Taylor Marie Rodgers  
Jared David Roese  
Hannah Brooke Rollison

Dallas Andrew Rose  
Sarah Elizabeth Ruff  
Aaliyah Kelly Hurley-Salyers  
Kayla Candace Savage  
David Harley Seitz  
Elizabeth Kay Shirey  
Dylan Trevor Shull  
Rusty Wayne Shull, Jr.  
Amanda Brooke Smallwood  
Jessica Sue Smetanko  
Cory Steven Smith  
Kyle Anthony Smith  
Shane Michael Snyder  
William Cody Stack  
Michael Allen Starkey, Jr.  
Ronnie Lee Stevens  
Samantha Rose Stevens  
Brooke Shay Stewart  
Ruth Mary Stout  
Edna Charlene Strawser  
Brandon James Sturgell  
Tanner Lewis Styers  
Bret William Taylor  
Dustin David Thomas  
Elizabeth Joceneen Thomas  
Megan Leann Thomas  
Cherokee James Thompson  
Jarod Anthony Topping  
Nicholas Christopher Elden Townsend  
Taylor Marie Turner  
Delaney Nicole Valentine  
Seth Jordan Vangundy  
Morgan Dalton Vannatter  
Morgan Elizabeth Wadlington  
John Robert Williams Walker  
Ethan Josiah Warner  
Charles Marcus Rinderic Weaver  
Krista Renee Wend  
Joshua Kenneth Williams  
Tara Nicole Williams  
Jordan Anthony Wilson  
Anna Marie Windsor  
Monica Lynne Winter  
Lindsay Marie Yahn  
Xiao Juan Zheng

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 the recommendation Circleville City Schools continue its participation in the Ohio High School Athletic Association for the 2014-2015 school year. Approval of this resolution is as follows:

***BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION***

Authorizing 2014-2015 membership in Ohio High School Athletic Association



**WHEREAS**, Circleville City Schools of 388 Clark Drive, Circleville, 43113, Pickaway County, Ohio has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not for profit; and

**WHEREAS**, the Board of Education/Governing Board (“Board”) and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD** that Everts Middle School and Circleville High School do hereby voluntarily renew their membership in the OHSAA and that in doing so, the Constitution and Bylaws of the OHSAA are hereby adopted by this Board as and for its own minimum student-athlete eligibility requirements. Notwithstanding the foregoing, the Board does reserve the right to raise the student—athlete eligibility standards as the Board deems appropriate for the schools and students under its jurisdiction; and

**BE IT FURTHER RESOLVED** that the schools under this Board’s jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, interpretations and decisions of the OHSAA and to cooperate fully and timely with the Commissioner’s office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board’s jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws and Sports Regulations and the interpretations and rulings rendered by the Commissioner’s Office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

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 following resolution:

**AUTHORIZING THE CONVEYANCE OF REAL ESTATE AS PUBLIC RIGHT-OF-WAY AND THE CONVEYANCE OF UTILITY EASEMENTS**

WHEREAS, the Board owns various parcels of land situated in the City of Circleville, Pickaway County, Ohio, designated as tax parcel numbers A0510350006200 and A0510350006300 (26.675 acres), A3700010000500 (85.55 acres), and A0100010024903 (4.068 acres), along with other adjacent parcels not affected by the conveyances described herein.

WHEREAS, in connection with the District’s development of new school facilities on the development site, and to facilitate access and the provision of various utility services to the new facilities, the Board desires to: (a) convey approximately 4.290 acres and 1.489 acres (total of 5.779 acres) of land to the City of Circleville for public right-of-way purposes (the “ROW Dedications”), such ROW Dedications being extensions of Clark Drive and Brookhill Lane, which together connect to U.S. Route 22/Lancaster Pike, all as more specifically shown on a certain plat of survey dated March 25, 2014 and prepared by Harral and Stevenson Engineering (the “Plat”); and (b) grant certain utility easements to the City of Circleville, including a 25’ storm sewer easement, 20’ water line easements, and a 40’ sanitary sewer easement

(collectively, the "Utility Easements"), all as more specifically shown on the Plat.

AND, WHEREAS, following the ROW Dedications, parcels A0510350006200 and A0510350006300 will contain approximately 25.191 acres, and parcel A3700010000500 will contain approximately 81.260 acres.

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

1. The Board hereby authorizes and approves the ROW Dedications, as shown on the Plat. The Board President and Treasurer shall execute the Plat and any additional instruments necessary to effectuate the conveyance of the 4.290-acre and 1.489-acre tracts of land to the City for use as public right-of-way.
2. The Board hereby authorizes and approves the granting of the Utility Easements to the City of Circleville, as shown on the Plat, and on such terms and conditions as are set forth in the Plat. The Board President and Treasurer shall execute the Plat and any additional instruments necessary to grant the Utility Easements to the City.
3. The Superintendent, Treasurer, and Board President are hereby authorized to take such other actions as may be reasonably necessary to effectuate the conveyance of the interests described herein.

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 the following resolution:

### **AUTHORIZING THE CONVEYANCE OF REAL ESTATE FOR PUBLIC RIGHT-OF-WAY**

WHEREAS, the Board owns two parcels of land situated in the City of Circleville, Pickaway County, Ohio, designated as tax parcel numbers A0541090001800 (approximately 3.117 acres) and A0541090001900 (approximately 2.798 acres), each located along South Court Street.

AND, WHEREAS, in connection with certain public right-of-way improvements being made to South Court Street, including a road expansion and a new connector to U.S. Route 23, the Board desires to convey approximately 0.203 acres of land (0.136 acres of which is within the present right-of-way) and 0.224 acres of land (0.147 acres of which is within the present right-of-way) along South Court Street to the City of Circleville for public right-of-way purposes (the "ROW Dedications"), all as more specifically shown on certain plats of South Court Street dated March 20, 2014 and prepared by Stantec Consulting Services (the "Plats"). Legal descriptions of the land tracts to be conveyed also have been prepared by Stantec and have been reviewed and approved by the Pickaway County Engineer's Office.

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

1. The Board hereby authorizes and approves the ROW Dedications, as shown on the Plats. The Board President and Treasurer shall execute any instruments necessary to effectuate the conveyance of the 0.203-acre and

0.224-acre tracts of land to the City for use as public right-of-way, reserving to the Board existing rights of ingress and egress to and from South Court Street.

2. The Superintendent, Treasurer, and Board President are hereby authorized to take such other actions as may be reasonably necessary to effectuate the conveyance of the interests described herein.

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

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board approved Deno J. Duros of Affiliated Appraisers of America Real Estate Appraisers and Consultants for the appraisal of Everts Middle School at a cost not to exceed \$1,800.  
Mrs. Williams – yes; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – no

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the purchase of three (3) athletic scoreboards from Daktronics at a cost not to exceed \$9,000 per scoreboard.

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 the purchase of athletic lockers for the Berger Field House from Zimmerman, Inc. at a cost not to exceed \$24,900.

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 resolution:

WHEREAS, the Circleville City School District Board of Education (“Board”) is the owner of certain personal property, including three (3) food warmers, a double convection oven, two (2) hot food serving tables, two hundred eighty (280) student desks, seventy-eight (78) tables, five hundred (500) student chairs, fifteen (15) cabinets, ninety (90) freestanding shelves, twenty (20) teacher desks and twenty-eight (28) adult chairs located at Nicholas Drive Elementary, 410 Nicholas Drive, Circleville, Ohio 43113 (“Property”), and the Board has determined that the Property is no longer needed for school purposes and is no longer suitable for school purposes or classroom use.

WHEREAS, pursuant to R.C. 3313.41, the Board has determined the Property has a value of under \$10,000. Therefore, the Board will agree to sell the aforementioned contents for \$5,000.00.

WHEREAS, the Board now desires to sell the Property at a private sale pursuant to R.C. 3313.41.

WHEREAS, the Board has received a written Purchase Agreement from Belpre City School District Board of Education, which is on file at the Board’s offices at 388 Clark Drive, Circleville, Ohio 43113, and which sets forth in detail the terms and conditions of the sale of the Property.

WHEREAS, the Board finds the terms, conditions and consideration in the Purchase Agreement to be reasonable and adequate, and determines the sale of the Property is in the best interest of the Board and the Circleville City School District.

THEREFORE, BE IT RESOLVED, that the Board shall sell the Property identified herein at a private sale pursuant to R.C. 3313.41.

BE IT FURTHER RESOLVED, that the Treasurer is authorized to execute the Purchase Agreement with Belpre City School District Board of Education, and to execute all other written instruments and documents necessary to complete the sale of the Property.

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 payment to Brandi Cradlebaugh in lieu of transportation to New Hope Christian School at the minimum rate allowed for the 2013-14 school year.

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 rates for professional development:

Professional Development Instructor - \$75.00 per hour

Professional Development Certified Participant - \$28.00 per hour

Professional Development Classified Participant - \$12.00 per hour

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 purchase of custodial equipment for the new CES from Mailender at a cost not to exceed \$45,000 as permitted from the 034 fund.

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 purchase of one (1) 81-passenger school bus from Edwin H. Davis & Son, Inc. at a cost of \$79,217.00 through the MEC bid process.

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 monthly insurance rates, as set by the Pickaway County Public Employee Benefits Program, effective June 1, 2014:

	<b>Family</b>	<b>Single</b>
Medical	\$1,680.00	\$734.00
Dental	\$90.00	\$40.00
Vision	\$14.00	\$6.00

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 authorized the treasurer to solicit bids/quotes for the construction of the multi-use athletics facility. The estimate on the facility is \$192,000.00.

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 approved the following naming rights contract verbiage as presented:

The Wetlands Outdoor Learning Lab shall be named John E. Monce, Jr. Memorial Wetlands 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; Mrs. DeLong – yes; Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Stevens – yes

On a motion by Mrs. Rothe, seconded by Mr. Stevens, the board approved the establishment Tiger Cub Preschool 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 Mrs. Williams, seconded by Mr. Reeser, the board approved the following contract:

### **AWARDING LATE SITEWORK CONTRACT FOR THE CFAP PROJECT**

WHEREAS, one (1) bid was received for the late site work specified for the new elementary school, middle school,, and high school campus, which is included within the scope of the Ohio School Facilities Commission (“OSFC”) Classroom Facilities Assistance Program (“CFAP”) project, and the apparent low base bid for the work was submitted by Darby Creek Excavating, Inc. in the amount of \$84,000.00; and

WHEREAS, the Construction Manager, with the Architect, reviewed the apparent low bid submitted for the work, evaluated the bid for responsiveness to the specifications, evaluated the low bidder for its ability to perform the work specified, and submitted the results of the post-bid evaluation to the Ohio Facilities Construction Commission (“OFCC”), the contracting agency for the OSFC, for review and comment; and

WHEREAS, no comments having been received from the OFCC that would prevent award of the contract, the Construction Manager and the Architect recommend awarding the late sitework contract to Darby Creek Excavating, Inc., as the lowest responsible bidder, in the amount of \$84,000.00;

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

1. The Board awards the contract for the specified late sitework on the campus of the new elementary, middle, and high school buildings to Darby Creek Excavating, Inc. as the lowest responsible bidder for the specified work, based upon the information provided to the Board for its review, including the recommendation letter of the Construction Manager and 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 OFCC.
2. The Superintendent, Treasurer, and Board President are authorized to execute a contract and any required related documentation with Darby Creek Excavating, Inc. in the amount of \$84,000.00. The award of the contract is contingent upon the contractor providing all required contract documents and the approval of the OFCC.
3. The Architect, working with the Construction Manager and 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 OFCC.

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 contract

**AWARDING NICHOLAS DRIVE ELEMENTARY SCHOOL  
ABATEMENT CONTRACT FOR THE CFAP PROJECT**

WHEREAS, three (3) bids were received for the abatement work specified for the existing Nicholas Drive Elementary School prior to demolition of the building, which is included within the scope of the Ohio School Facilities Commission (“OSFC”) Classroom Facilities Assistance Program (“CFAP”) project, and the apparent low bid for the work was submitted by Total Environmental Services, LLC in the amount of \$71,165.00; and

WHEREAS, the Abatement Consultant, reviewed the apparent low bid submitted for the work, evaluated the bid for responsiveness to the specifications, evaluated the low bidder for its ability to perform the work specified, and submitted the results of the post-bid evaluation to the Ohio Facilities Construction Commission (“OFCC”), the contracting agency for the OSFC, for review and comment; and

WHEREAS, no comments having been received from the OFCC that would prevent award of the contract, the Abatement Consultant recommends awarding the abatement contract to Total Environmental Services, LLC, as the lowest responsible bidder, in the amount of \$71,165.00;

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

1. The Board awards the contract for the required abatement work at the Nicholas Drive Elementary School building to Total Environmental Services, LLC, as the lowest responsible bidder for the specified work, based upon the information provided to the Board for its review, including the recommendation letter of the Abatement Consultant. 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 OFCC.
2. The Superintendent, Treasurer, and Board President are authorized to execute a contract and any required related documentation with Total Environmental Services, LLC in the amount of \$71,165.00. The award of the contract is contingent upon the contractor providing all required contract documents and the approval of the OFCC.
3. The Abatement Consultant, working with the Construction Manager and 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 OFCC.

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 agreement between Circleville City Schools and Metropolitan Educational Council:

This Consulting Agreement (this "Agreement") is entered into as of July 1, 2014, by and between the Board of Education (the "Board") of

Circleville City Schools (the "District"), with a mailing address 380 Clark Drive, Circleville, Ohio 43113 and Metropolitan Educational Council (the "Consultant"), with a mailing address of 2100 Citygate Drive, Columbus, Ohio 43219 and phone number of (614) 473-8300.

I. **Background:** The Board wishes to contract with the Consultant for evaluation and consulting work related to the monitoring and support of energy usage and energy conservation district-wide. The Consultant is willing and qualified to perform these services on these terms. Therefore, the parties agree as follows:

2. **Basic Services:** The Consultant's Basic Services (collectively, the "Services") shall include, but not be limited to, the following:

a. using its best efforts to advise the Board about alternatives that would result in energy or maintenance savings to the Board's taxpayers;

b. maintaining good working relations with the Board and its staff, other consultants and utility representatives;

c. at any time during the term of this Agreement, be available to consult with the Board in connection with the Services;

d. consultant will enter and review the electric, gas and water bills monthly for accuracy, unusual usage patterns or any inefficiencies and energy savings opportunities. If any errors were identified, consultant will contact the appropriate utility representative and negotiate the refund for the District. Also, if any error was not in favor of the District, the representative assigned will be informed of the possible consequences.

e. consultant will provide a utility or savings report at the end of each school year and will be reviewed by the District's assigned personnel. Consultant will identify any savings opportunities that the District may have such as power supply costs or building inefficiencies. Also, the annual summary will contain comparisons either from prior years or Energy Projects that were completed. Please note that this does not include a certified engineer's savings certification.

3. **Board's Responsibilities:**

a. District will assign a representative to partner with the consultant to help with decision making and be present for the yearly energy report.

b. District must maintain a monthly procedure for delivery of each electric, gas and water bills to the office of the consultant. Also, the District will sign a Letter of Authorization that will allow the consultant to speak with the utility companies on their behalf. This letter will allow the consultant to receive historical data information and any negotiations that may be performed with those companies. The District's representative will be informed prior to any negotiations.

4. **Compensation:**

a. **Basic Services:** The Basic Fee for Services shall be a flat fee of \$770.00 and will be paid on a quarterly or yearly basis. At the time of this agreement, the District has a total of 8 meters.

b. **Additional Services:** Additional Services shall be paid on a direct cost basis. Hourly fees for requested Additional Service shall be invoiced monthly at (to be determined and mutually agreed upon) per hour for the Consultant's principal.

5. **Mutual Cooperation:** The parties shall cooperate in good faith to the extent reasonably necessary for purposes of the Agreement in a timely and cost-effective manner. The Consultant shall at all times act efficiently and expeditiously in performing the Services, and, if it is capable of completing any of the Services prior to the deadline, it shall do so.

6. **Compliance with Laws:** In performing the Services and any Additional Services, the Consultant shall at all times comply with applicable federal, state and local laws, including but not limited to any federal or state equal employment opportunity laws.

7. **Termination:** This Agreement shall terminate:

a. immediately upon a change in control of the management of the Consultant that is unacceptable to the Board;



b. immediately upon the failure of the Consultant to function as a going concern, or to conduct its operations in the normal course of business;

c. by either party, at any time, upon 10 days prior written notice to the other party, if the other party breaches any of its obligations under this Agreement and does not cure the breach within the 10-day period;

d. by the Board upon 30 days written notice to the Consultant is, in the Board's sole discretion, the Consultant has not met the Board's quality or other performance expectations.

8. **No Assignment:** The Consultant shall not assign or transfer to any other person, firm or corporation this Agreement or any of its rights under this Agreement without the prior written consent of the Board, which consent the Board may withhold in its sole discretion.

9. **Drug-Free Workplace:** The Consultant agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all its employees, while working on school property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. **Non-Discrimination/Compliance with Applicable Laws:** The Consultant shall comply with the Civil Rights act of 1964 and all applicable federal and state executive orders and may and all other statutes, rules and regulations pertaining to non-discrimination.

The Consultant agrees that in the hiring of employees for the performance of work under this Agreement it will not discriminate against any citizen of this state by reason of race, color, religion, sex, age, handicap, national origin or ancestry. The Consultant further agrees that it shall require any subcontractor working on the Consultant's behalf to include this non-discrimination provision in any contracts related to the performance of the Project.

11. **Miscellaneous:**

a. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in the Agreement.

b. This Agreement may be amended or modified only in writing, signed by an authorized representative of each party.

c. This Agreement shall be construed under the laws of the State of Ohio.

d. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, this shall not affect the validity of the remainder of the Agreement or the respective obligations of the parties.

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 entered into an agreement to purchase electricity from Direct Energy Business, LLC for June 2014 through June 2017.

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 approved the following resolution:

BE IT RESOLVED by the Circleville City School District Board of Education that the Board does not reemploy Carrie Martinez as an educational assistant following the expiration of her current limited contract at the conclusion of the 2013-2014 school year. The Superintendent is authorized and directed to provide written notice to this employee by June 1, 2014.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the board approved the following individual:

Jason Herbert  
CHS Head Girls Soccer Coach  
Step: 12

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

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to enter into executive session at 8:34 p.m. for the purpose of consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

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

The board returned from executive session at 9:35 p.m.

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 9:36 p.m.

---

President

ATTEST

---

Treasurer