



# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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### Volunteer Coaches:

- Eric Greenlee CHS Asst. Wrestling
- Angie Nungester CHS Swimming
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### Resignations:

- Evan Callihan CHS Head Girls Soccer - FY19

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

On a motion by Mr. Stevens, seconded by Mr. Bradhurst, the Board approved David DeLong as a volunteer coach for the Middle School Boys Basketball program.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - abstain; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the Board approved the request for unpaid leave for the following:

- Alex Davis CES Teacher  
November 30, December 1 and 15, 2017
- Amy Dobbelaere CES Teacher  
through and including April 26, 2018, the number of days will be dependent upon the exhaustion of her sick leave.
- Janis England CES Aide  
7.5 days  
Jan 3-12, 2018

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

On a motion by Mr. Bradhurst, seconded by Mr. Reeser, the Board approved the request for 5 sick bank days by Wendy Jordan, CMS Teacher.

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

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the Board approved Mr. Tony Reeser, who will be a Board member in January, to serve as president pro tem to call the organizational meeting to order and preside over the office elections.

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

On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the Board approved the meeting for the budget hearing, organizational meeting, and the regular meeting of the Board of Education be held on January 10, 2018 at 7:00 pm in the Alumni Room.

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

On a motion by Mrs. Rothe, seconded by Mrs. DeLong, the Board approved the contract with OARnet Vsphere for six (6) standard acceleration processors with a one (1) year service agreement as presented, at a cost of \$5,426.00.

TERMS:	OARnet-VMware ELA Remit to: The Ohio State University - OARnet 1224 Kinnear Rd, Columbus, Ohio 43212 Payment Terms: Net 30 (On Approved Credit) Credit Cards: VISA/MasterCard/AMEX/DISCOVER	QUOTE NO: 10695244 QUOTE DATE: 11/21/2017 QUOTE EXPIRES: 12/21/2017	TOTAL QUOTE: \$5,426.00		
*PLEASE SEE QUOTE TERMS BELOW FOR MORE INFORMATION					
LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	QTY	SUBTOTAL
1	VS6-STD-AK-C	OARnet vSphere 6 Standard Acceleration Kit for 6 processors	\$4,068.15	1	\$4,068.15
2	VS6-STD-AK-P-SSS-C	OARnet vSphere 6 Standard Acceleration Kit for 6 processors (Production Level Support/Subscription 1 Year)	\$1,357.85	1	\$1,357.85
SUBTOTAL:					\$5,426.00
TOTAL QUOTE:					\$5,426.00

**\*QUOTE TERMS**  
 CREDIT CARD PAYMENT: Credit Card payment is accepted at time of order placement for a maximum of \$10,000. Provide credit card information to the OARnet Business Office (614-292-9381) prior to order submission.  
 PO: Quote number should be referenced on Purchase Order. Vendor address on PO must state OARnet's address at OSU: 1224 Kinnear Rd, Columbus, OH 43212  
 TO ORDER: Submit Quote Copy along with a PO (or Credit Card payment) to:

State: vmware-stateofohio@oar.net  
 K12: vmware-k12@oar.net  
 Higher Ed: vmware-higher-education@oar.net

**OARnet Terms and Conditions**  
 The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Partner Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website ([https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio\\_EULA.pdf](https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio_EULA.pdf)). The terms of the EULA published on the OARnet website supersede any click to accept EULA embedded in the software downloaded from VMware.  
 1. Payment Terms  
 Failure to Pay: OARnet may terminate this Agreement or EULA and demand End User to no longer use the Product, upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest and any collection fees.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

**2. Term and Termination** The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall continue for the term set forth in Attachment 1 or is otherwise terminated pursuant to the Agreement or the terms of the EULA. OARnet may terminate this agreement upon 30 days' notice for End User's failure to pay invoices when due or immediately for material breach of any other term of this agreement and demand End User no longer uses the Product.

**3. Limitation of Liability**  
OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

**4. Compliance with Applicable Law and Other Obligations**  
End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

**5. Governing Law and Jurisdiction**  
This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

**6. Entire Agreement; Amendments**  
This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.

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

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the Board approved the Memorandum of Understanding between Pickaway Manor and Circleville City Schools. Each organization agrees to help the other in the event of an emergency as put forth in the agreement.

<b>Pickaway Manor</b> <small>Rehabilitation Center,                  Skilled Nursing &amp; Assisted Living                  A MacArthur Community</small>	<b>Emergency Preparedness Program</b>  <b>Memorandum of Understanding</b>
This agreement is made between Pickaway Manor Rehabilitative Center, Skilled Nursing & Assisted Living and <u>Circleville City Schools</u> , an organization _____ hereinafter referred to as Auxiliary Organization.	
Facility contact telephone contact: 740-474-6036 Auxiliary Organization contact telephone contact: <u>740-474-4340</u>	
In the event of a disaster or emergency affected the Facility may reach to the Auxiliary Organization who may provide the following (as listed below) to the Facility. The extent of the support will be dependent upon the availability of resources.	
<input checked="" type="checkbox"/> Housing/shelter within county, Address <u>330 Clark, Circleville, OH 43113</u> <input type="checkbox"/> Housing/shelter outside county, Address _____ <input checked="" type="checkbox"/> Transportation within Pickaway county, Type <u>School Buses/Vans</u> <input type="checkbox"/> Transportation outside Pickaway county, Type _____ <input checked="" type="checkbox"/> Water <input type="checkbox"/> Fuel <input type="checkbox"/> Generator use or rental <input type="checkbox"/> Medical Supplies <input type="checkbox"/> Pharmacy Supplies <input type="checkbox"/> Other _____ <input type="checkbox"/> List any equipment: _____	
This agreement shall become effective on November 8, 2017 and shall continue in effect indefinitely but may be terminates by either party with a written notice by providing a sixty (60) day written notice to the other party of its intentions regarding any amendments or termination.	
Signature: <u>[Signature]</u> Title: <u>Circleville School Board Pres.</u> Organization: <u>Circleville City Schools</u> Date: <u>12/13/17</u>	Signature: <u>[Signature]</u> Title: <u>Administrator</u> Facility: <u>Pickaway Manor</u> Date: <u>12/14/17</u>

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

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, Board approved the Student Shadowing Experience request from Mount Carmel School of Nursing for a pre-service nursing student to observe the school nurse. The request is for a "single experience" as presented.

November 8, 2017

Lisa Heins  
Curriculum and Assessment Director  
Circleville City Schools  
388 Clark Drive  
Circleville, OH 43113

Re: Student Shadowing Experience

Sophomore Nursing Students from Mount Carmel College of Nursing may shadow a nurse for the purposes of observation and integration of knowledge in their course of study. This is a single experience, not a clinical position or ongoing appointment.

Please contact me with any questions or concerns.

Thank you,

Olivia M. Hickey, MA  
Instructor  
Mount Carmel College of Nursing  
127 South Davis Avenue  
Columbus, OH 43222  
ohickey@mccn.edu

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

On a motion by Mr. Bradhurst, seconded by Mrs. DeLong, the Board approved the following NEOLA Policies:

po8600.04, po7540.06, po7540.05, po7540.04, po7540.03, po7300, po6680, po6233, po5530, po5330, po5200, po5136, po2464, po2271

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

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the Board approved the annual service agreement for the district athletic fields with Trugreen Commercial, as presented for a total cost of \$14,396.00.



Pete Smock  
 5150 Nike Drive  
 Hilliard, Oh 43026  
 USA  
 614.419.0265

**Customer Information**

<b>Bill To:</b>  CIRCLEVILLE CITY SCHOOL DISTRICT  388 CLARK DR CIRCLEVILLE, OH 43113 USA  (740) 474-6600	<b>Service Location:</b>  380 CLARK DR CIRCLEVILLE, OH 43113 USA
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**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description*	Total Price
CIRCLEVILLE H. S.	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$424.00
CIRCLEVILLE H. S.	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$424.00
CIRCLEVILLE H. S.	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$424.00
CIRCLEVILLE H. S.	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$424.00
SOFTBALL FIELDS	Fall Aeration and Seeding	6		\$725.00
Subtotal				\$2,421.00
Total Sales Tax Amount				\$0.00
Grand Total				\$2,421.00

Description SERVICES FOR THE HIGH SCHOOL SOFTBALL FIELDS FOR 2018(2 FIELDS)

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description*	Total Price
CIRCLEVILLE H. S.	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$250.00
CIRCLEVILLE H. S.	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Fall Aeration and Seeding	10		\$725.00
Subtotal				\$1,725.00
Total Sales Tax Amount				\$0.00
Grand Total				\$1,725.00

Description SERVICES FOR CIRCLEVILLE HIGH SCHOOL SOCCER FIELD 2018

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

Detail of Charges				
Service Location	Line Item Description	Round #	Round Description*	Total Price
BASEBALL FIELDS	Spring Aeration and Seeding	2		\$900.00
BASEBALL FIELDS	Fall Aeration and Seeding	6		\$900.00
CIRCLEVILLE H. S.	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$824.00
CIRCLEVILLE H. S.	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$824.00
CIRCLEVILLE H. S.	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$824.00
CIRCLEVILLE H. S.	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$824.00
Subtotal				\$5,096.00
Total Sales Tax Amount				\$0.00
Grand Total				\$5,096.00

Description SERVICE AT CIRCLEVILLE HIGH SCHOOL BASEBALL FIELDS FOR 2018. 2 FIELDS.

Detail of Charges				
Service Location	Line Item Description	Round #	Round Description*	Total Price
CIRCLEVILLE H. S.	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$334.00
CIRCLEVILLE H. S.	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$334.00
CIRCLEVILLE H. S.	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$334.00
CIRCLEVILLE H. S.	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$334.00
CIRCLEVILLE H. S.	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$334.00
CIRCLEVILLE H. S.	Spring Aeration and Seeding	2		\$775.00
CIRCLEVILLE H. S.	Fall Aeration and Seeding	6		\$775.00
CIRCLEVILLE HIGH SCHOOL	Grub Control	3	Prevention treatment for sub-surface grub activity	\$334.00
Subtotal				\$3,554.00
Total Sales Tax Amount				\$0.00
Grand Total				\$3,554.00

2018 R CIRLEVILLE H.S. FOOTBALL  
STADIUM-2017-11-29 18:49:29

Detail of Charges				
Service Location	Line Item Description	Round #	Round Description*	Total Price
CIRCLEVILLE H. S.	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass control	\$250.00
CIRCLEVILLE H. S.	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$250.00
CIRCLEVILLE H. S.	Fall Aeration and Seeding	6		\$600.00
Subtotal				\$1,600.00
Total Sales Tax Amount				\$0.00
Grand Total				\$1,600.00

Description SERVICES FOR THE HIGH SCHOOL FOOTBALL PRACTICE FIELD FOR 2018.





# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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**\*Notes:**

1. Taxes not included.
2. No repairs, stain or paint touch ups included with our pricing.
3. We assume normal working hours, M-F, 7-3:30.
4. We assume there are no bond inhibiting agents on the existing surface that will impede the normal screening and recoating process. We are not responsible for cleaning of the surface prior to our work.
5. There is some smell associated with the application of oil-modified polyurethane finish.
6. Scope: Main Gymnasium, approx. 7,500 square feet

THE CINCINNATI FLOOR COMPANY, INC., SELLS AND INSTALLS ALL TYPES OF WOOD AND SYNTHETIC RECREATIONAL FLOORS, COMPUTER/ACCESS FLOORS, AND SEAMLESS (TROWEL-APPLIED) FLOORS.

This proposal accepted:

Respectfully submitted:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel R. Tynan III

Date: \_\_\_\_\_

Date: 12 / 1 / 17

If this proposal is accepted, all attached Terms & Conditions (1-13) apply. Otherwise, our bid is subject to an agreeable contract.

### PROPOSAL

TO: Circleville City Schools  
ATTN: Chad Spradlin

PROJECT: H.S.Gym Floor Screen & Recoat  
LOCATION: Circleville, OH

We are pleased to propose furnishing all labor, material, equipment and supervision to properly prepare, screen and recoat the Main Gymnasium floor at your High School facility during summer of 2017. After screening, we would tack the floor, followed by application of one (1) coat of MFMA approved (Maple Flooring Manufacturers Association) oil modified polyurethane finish over the entire floor.

**Circleville High School – Main Gym (One coat of oil modified polyurethane)**

Option 1 – One year contract: Screen & Recoat

Our price would be.....\$3,375.00\* (2018 only)

Option 2 – Three year contract: Screen & Recoat

Our price to apply one coat..... \$3,050.00\* per year (2018-'20)

**\*Notes:**

1. Taxes not included.
2. No repairs, stain or paint touch ups included with our pricing.
3. We assume normal working hours, M-F, 7-3:30.
4. We assume there are no bond inhibiting agents on the existing surface that will impede the normal screening and recoating process. We are not responsible for cleaning of the surface prior to our work.
5. There is some smell associated with the application of oil-modified polyurethane finish.
6. Scope: Main Gymnasium, approx. 12,000 square feet

THE CINCINNATI FLOOR COMPANY, INC., SELLS AND INSTALLS ALL TYPES OF WOOD AND SYNTHETIC RECREATIONAL FLOORS, COMPUTER/ACCESS FLOORS, AND SEAMLESS (TROWEL-APPLIED) FLOORS.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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### Terms & Conditions

1. This proposal shall be effective for a period of 30 days from the date herein. If not accepted within this period, this proposal shall be considered withdrawn.
2. This proposal, upon acceptance, is subject to the satisfactory credit approval by the Cincinnati Floor Company. If, for any reason, the customer's credit is not acceptable, then this proposal may be voided by the Cincinnati Floor Company by giving notice to the contractor (or customer).
3. This proposal and all of its terms and conditions shall be attached to and become part of any contract entered into by the Cincinnati Floor Company. The conditions herein shall take precedence over any other contract, terms or agreements unless specifically amended and agreed to by the Cincinnati Floor Company.
4. This proposal is based upon the satisfactory payment performance by the contractor (or customer) on any previous job, whether completed or uncompleted. Failure of the contractor (or customer) to meet its contractual agreement for payment on this or previous jobs shall be considered breach of this contract and the Cincinnati Floor Company may consider this agreement terminated by giving notice to the contractor (or customer).
5. All invoices shall be due and payable within seven (7) days from receipt of invoice, no anticipation or discount allowed, unless terms to the contrary have been made in writing and agreed upon by both parties.
6. This proposal is not subject to any back charges, fees or other expenses unless such items have been made in writing and approved by the Cincinnati Floor Company.
7. Should any amount remain past due after the agreed payment date, this proposal is subject to a 1 1/2% per month service charge of the unpaid balance, and such charges shall be considered a part of the proposal. Any breach of paragraphs eight (8) or nine (9) shall subject such sums to service charges as outlined in this paragraph.
8. Upon acceptance of this proposal, the contractor (or customer) agrees that at any time the percentage of retainage is reduced by the architect, owner or lessee, the contractor (or customer) shall remit any amount being withheld as retainage less the reduced percentage.
9. At such time, and no longer than 15 days thereafter that the contractor (or customer) shall have received his final draw or the architect, owner or lessee shall have accepted the project, whichever is earlier, the contractor (or customer) shall remit all sums due and unpaid to the Cincinnati Floor Company.
10. The Cincinnati Floor Company may, without prior notice or penalty for delay, stop all labor and material on this project when the contractor (or customer) has breached the terms and condition of payment, and the contractor (or customer) shall defend and hold harmless the Cincinnati Floor Company against all parties who shall claim damages against them for this action in any court of law or in any jurisdiction.

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

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the Board approved the contracts for the education of special needs students as presented:

- Learning Spectrum (1 student) beginning November 15, 2017 to June 1, 2018
  - Educational Services - \$18,292.68

#### Educational Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of: Educational Services

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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WHEREAS,

- *LEARNING SPECTRUM* members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- *LEARNING SPECTRUM* provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- *LEARNING SPECTRUM* will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. SERVICES PROVIDED.** *LEARNING SPECTRUM* will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

Small Group Learning in a naturalistic setting, Monday thru Thursday from 9:00am to 3:30pm and Fridays 9:00am-2:00pm as of December 4<sup>th</sup> for the duration of the 2017-2018 school year including all necessary IEP consults and quarterly reports.

**2. FEES.** *LEARNING SPECTRUM* will be paid the following fees for the services provided:

\$18292.00 for the remaining school year to reflect services provided(#1). \$3048.66 will be invoiced in 6 installments the 15<sup>th</sup> of each month December thru May.

*LEARNING SPECTRUM* will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A

finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

CLIENT will, in addition to payment for services reimburse *LEARNING SPECTRUM* for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

**3. WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. *LEARNING SPECTRUM*, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases *LEARNING SPECTRUM*, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or *LEARNING SPECTRUM* personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

**4. Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE *LEARNING SPECTRUM* asks that a child's behavior be manageable in a group setting. THE *LEARNING SPECTRUM* reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

**5. No-Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with *LEARNING SPECTRUM* staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the 13 day of Dec with the intent to be legally bound.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

### o Therapy Services - \$4,620.00

#### Therapy Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of: Therapy Services for children with Autism Spectrum Disorder and related diagnosis

#### WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- **SERVICES PROVIDED.** LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

60 minutes Speech and OT as of December 4<sup>th</sup> for the duration of the 2017-2018 school year through 1:1 and small group. All IEP quarterly reports and suggest goals included.

2. **FEES.** LEARNING SPECTRUM will be paid the following fees for the services provided:

\$2310 to be invoiced each for Speech and Occupational Therapy in the amounts of \$385 per month in 5 installments the 15<sup>th</sup> of each month December thru May for a total of \$4620

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

**All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.**

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restraints and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

4. **Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

5. **No- Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the 13 day of Dec with the intent to be legally bound.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

- Learning Spectrum (1 student) beginning December 4, 2017 for the duration for the 2017-2018 school year
  - Educational Services - \$18,292.68

### Educational Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of: Educational Services

WHEREAS,

- *LEARNING SPECTRUM* members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- *LEARNING SPECTRUM* provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- *LEARNING SPECTRUM* will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. SERVICES PROVIDED.** *LEARNING SPECTRUM* will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

Small Group Learning in a naturalistic setting, Monday thru Thursday from 9:00am to 3:30pm and Fridays 9:00am-2:00pm as of December 4<sup>th</sup> for the duration of the 2017-2018 school year including all necessary IEP consults and quarterly reports.

**2. FEES.** *LEARNING SPECTRUM* will be paid the following fees for the services provided:

\$18292.00 for the remaining school year to reflect services provided(#1). \$3048.66 will be invoiced in 6 installments the 15<sup>th</sup> of each month December thru May.

*LEARNING SPECTRUM* will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A

finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

**All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.**

CLIENT will, in addition to payment for services reimburse *LEARNING SPECTRUM* for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

**3. WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. *LEARNING SPECTRUM*, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases *LEARNING SPECTRUM*, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or *LEARNING SPECTRUM* personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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**4. Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

**5. No- Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the 13 day of Dec with the intent to be legally bound.

- o Therapy Services - \$3,990.00

### Therapy Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dilmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of: Therapy Services for children with Autism Spectrum Disorder and related diagnosis

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- **SERVICES PROVIDED.** LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

60 minutes Speech and OT as of December 4<sup>th</sup> for the duration of the 2017-2018 school year through 1:1 and small group. All IEP quarterly reports and suggest goals included.

- 2. **FEES.** LEARNING SPECTRUM will be paid the following fees for the services provided:

\$1995 to be invoiced each for Speech and Occupational Therapy in the amounts of \$332.50 per month in 3 installments the 15<sup>th</sup> of each month December thru May for a total of \$3990

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

**All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.**

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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**3. WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

**4. Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

**5. No- Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the 13 day of Dec with the intent to be legally bound.

- Step by Step (1 student) beginning August 7, 2017 to June 1, 2018
  - Educational Services - \$51,775.00 (replacing the previous contract)

Step By Step Academy, Inc.  
445 E. Dublin-Granville Road/Building G  
Worthington, OH 43085 614-436-7837

### SERVICE AGREEMENT

This Agreement is by and between the Circleville City Schools (the "District"), and Step By Step Academy, Inc. ("SBSA").

#### **I. PURPOSE.**

This Agreement is intended to establish a contractual relationship between the District and SBSA pursuant to which SBSA will provide services for \_\_\_\_\_ as specified under the terms set forth in this Agreement.

#### **II. TERM.**

This Agreement is effective August 7, 2017, and will remain in effect through November 10, 2017 at a rate of \$6,000 per month the agreement will be superseded on November 13, 2017 by a new contract rate of \$4,750 per month and will remain in effect until June 1, 2018 unless terminated as provided within this Agreement.

#### **III. AUTHORITY TO CONTRACT.**

Each party assures it possesses legal authority to contract concerning the contractual obligations referenced in this Agreement.

#### **IV. CONSIDERATION AND SERVICES PROVIDED.**

In consideration of the promises, each to the other, herein contained and for good and valuable consideration, it is hereby agreed as follows:

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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A. During the term of this Agreement, SBSA will provide the District with:

- Individualized educational services according to the student's IEP. 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 and behavioral support throughout the day using the principles and procedures of Applied Behavior Analysis (ABA). Services will be available for up to 6 hours per day, 5 days per week

following the Step By Step's schedule. The tuition for this service will be **\$6,000.00** per month paid to SBSA from August 7, 2017 to November 10, 2017 and then **\$4,750.00** per month from November 13, 2017 to June 1, 2018.

- B. SBSA, and any service provider supplied by SBSA to perform the services specified in this Agreement, shall perform those services in accordance with SBSA's and/or the service provider's own methods and will be subject to the control of the District only as to the end product or final result of such services, not as to the means whereby it is to be accomplished.
- C. **PAYMENT FOR SERVICES:** SBSA agrees to invoice the District for agreed-upon-services upon completion. It is agreed that the invoice will not be submitted prior to completion of services contained in Section IVA, above. It is agreed payment for services will be itemized, calculated and submitted to the District monthly. Payment for services will be made by the District monthly to SBSA by the 28<sup>th</sup> of every month for the previous month's service hours.

#### V. Independent Contractor Relationship.

It is agreed that the legal relationship between SBSA and the District, and between SBSA's service provider(s) and the District, is of a contractual nature. Both SBSA and the District assert and believe that SBSA and the individual service providers it supplies to the District to perform the services specified in this Agreement are acting as independent contractors to the District in providing those services. SBSA and its individual service providers are at all times acting as an independent contractor and not as subcomponents, officers, agents, or employees of the District. As an independent contractor, SBSA and its officers and employees and individual service providers are not entitled to any current or future benefits provided to employees of the District, except as otherwise provided in this contract. Further, the District shall not be responsible for withholding of social security, federal and/or state income tax, or unemployment compensation from payments made by the District to SBSA.

#### VI. ASSIGNMENT.

Neither this Agreement nor any rights or responsibilities shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### VII. SUBCONTRACTING.

Except as otherwise provided in this Agreement, none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

#### VIII. VENUE AND CHOICE OF LAW.

This Agreement shall be interpreted under and governed by Ohio law. Venue for judicial or arbitral construction shall only be proper in Franklin County, Ohio.

#### IX. WAIVER OF BREACH.

If either party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches. The failure or delay of the District or SBSA to enforce any rights under this Agreement does not affect the District's or SBSA's right at a later time to enforce such rights.



# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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### X. TERMINATION OF AGREEMENT.

Without cause, SBSA may terminate this agreement at any time upon 30 days' written notice to the District. Without cause, the District may terminate this agreement upon 30 days written notice to SBSA. If the District chooses to terminate, SBSA will not be required to fulfill payment of services not delivered beyond date of termination of contract. Notwithstanding anything contrary contained in this agreement, SBSA may terminate this agreement upon two weeks' notice to the District should any of the following events occur:

- SBSA's decision to terminate its business and liquidate its assets.
- Bankruptcy or chapter 11 reorganization of SBSA.
- The merger or consolidation of SBSA with another company.

As provided in Section IVA, above, prior to the expiration of this Agreement, SBSA and the District may agree to replace this Agreement with a new agreement for services as determined by the parties as a result of interim progress evaluations.

### XI. AMENDMENTS TO AGREEMENT.

The District and SBSA may mutually agree to amend this Agreement. In order to effectuate an amendment, proposed changes must be ratified by both parties in accordance with the legal requirements governing such ratification, reduced to writing, duly signed and attached to the original of this agreement. This Agreement shall be subject to renegotiation upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations.

### XII. NOTIFICATION.

Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

THE DISTRICT:

Circleville City Schools  
388 Clark Drive  
Circleville, OH 43113

SBSA:

Step By Step Academy, Inc.  
445 E. Dublin-Granville Road/Building G  
Worthington, OH 43085

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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### XIII. SECTION HEADINGS.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

### XIV. DISPUTE RESOLUTION.

#### A. Negotiation.

If a dispute arises out of or relates to this Agreement, the parties agree that senior management will try in good faith to settle the dispute within fourteen (14) calendar days thereafter before resorting to mediation administered by the American Arbitration Association under its Commercial Mediation rules.

#### B. Mediation and Arbitration.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct negotiations of the parties within the fourteen (14) calendar day period specified above, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before a single mediator administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Once the parties have invoked the mediation process, either party may choose to discontinue that mediation process at any time and commence arbitration. However, the parties may choose to continue to mediate, if mutually agreeable, notwithstanding the fact that they have commenced the arbitration process.

Upon the commencement of the arbitration process, the unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof under the terms of Section VIII of this Agreement. At any time, the parties may mutually agree to discontinue the dispute resolution procedures addressed in this Agreement.

#### C. Selection of Neutral.

Mediation hearings and arbitration hearings shall be conducted before a single neutral selected using the processes specified in the American Arbitration Association's Commercial Mediation Rules and Commercial Arbitration Rules, respectively.

In the case of mediation, the parties will submit a Request for Mediation to the American Arbitration Association and the Association will choose and appoint a mediator to assist the parties.

In the case of arbitration, the parties will use the AAA's listing process pursuant to which the AAA administrator will provide each party with a list of proposed arbitrators. Each party will then strike any names they deem to be unacceptable, number the remaining names in order of preference, and return the list to the Association. The AAA will ask arbitrators to serve from among those names remaining on the list, in the designated order of mutual preference.

#### D. Authority of Mediator.

The mediator shall not have the power to issue a binding decision upon the parties.

#### E. Authority of Arbitrator.

The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The arbitrator shall only address the issue(s) presented by the parties. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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**F. Costs.**

The costs of any proof produced at the direction of the mediator or arbitrator, and the rent, if any, for hearing room shall be borne equally by each party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. All costs directly related to the services of the mediator and/or arbitrator shall be split equally between the parties.

**G. Performance to Continue During Dispute.**

Performance of this Agreement shall continue during dispute resolution proceedings. No payment due or payable by a party shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

**H. Calculation of Time Limits.**

The time limits set forth in this Section XIV of this Agreement shall be deemed to commence with the delivery of written notice by one party to the other party indicating the existence of a dispute arising out of or relating to this Agreement, or the breach thereof. The parties may extend any time limit specified in this Section XIV of this Agreement by mutual, written agreement.

**XV. WHOLE AGREEMENT.**

This writing, consisting of 6 (six) pages contains the entire Agreement between SBSA and the District regarding SBSA's provision of the services identified in this Agreement during the contract term August 7, 2017 through June 1, 2018. All other agreements between these parties concerning this subject matter and contract term, whether written or oral, are void.

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

On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the Board approved the annual dues to the Ohio School Board Association, effective January 1, 2018 to December 31, 2018 at a cost of \$6,221.00

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

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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On a motion by Mrs. DeLong, seconded by Mr. Bradhurst, the Board approved the resolution appointing Todd Stevens to the Pickaway-Ross JVSD Board of Education, as presented.

### BOARD RESOLUTION

#### APPOINTING MEMBER TO PICKAWAY-ROSS JVSD BOARD OF EDUCATION

WHEREAS, the Pickaway-Ross JVSD Board of Education is comprised of members appointed by each participating school district board of education in accordance with the joint vocational school district plan submitted to the State Board of Education;

WHEREAS, the Circleville City Schools Board of Education is a participating school district board of education entitled to appoint a member to the Pickaway-Ross JVSD Board of Education;

WHEREAS, members of the joint vocational board shall be appointed by the member school district boards of education. Members of a joint vocational school district board may either be a current elected board member of a school district board that is a member of the joint vocational school district or an individual who has experience or knowledge regarding the labor needs of the state and region with an understanding of the skills, training, and education needed for current and future employment opportunities in the state. The appointing board may give preference to individuals who have served as members on a joint vocational school business advisory committee.

WHEREAS, the Board determines Todd Stevens has experience and qualifications as a board member on Circleville City School Board of Education; and

WHEREAS, the Board determines Todd Stevens is qualified to discuss the labor needs of the region with respect to the regional economy; represents the perspectives of employers in the region served by the joint vocational school district and is qualified to consider the state's workforce needs with an understanding of the skills, training, and education needed for current and future employment opportunities in the state; and

WHEREAS, the Superintendent has consulted with the superintendent of the joint vocational school district to ensure that the appointment of Todd Stevens will satisfy the diversity and three-fifths requirements;

NOW, THEREFORE, BE IT RESOLVED that the Circleville City Schools Board of Education appoints Todd Stevens to the Pickaway-Ross JVSD Board of Education for a three-year term of office commencing on December 13, 2017.

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the Board approved the District Gifted Handbook as presented.

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

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the Board approved the HVAC preventative maintenance contract with Dynamix Energy Services, for \$2,570.00 per month, as presented.



Dynamix Energy Services, LLC

855 Grandview Avenue, 3rd Floor, Columbus, Ohio 43215  
Phone (614) 443-1178 Fax (614) 443-1594 [www.dynamixenergyservices.com](http://www.dynamixenergyservices.com)

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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Our renewal agreement is the identical scope and price as it was last year.

### 1. BASE HVAC SERVICE PROPOSAL

- A. 24 hour/7 day week support
- B. Main point of DES contact for Circleville Schools:
  - a. David Browning, BSME – Mechanical/Controls Engineer
- C. Equipment included in the Annual Preventative Maintenance plan:
  - a. Chillers
  - b. Pumps
  - c. Air Handlers
  - d. Niagara Control System
- D. Repair, Support, and Service for the HVAC system beyond that listed in the Annual Preventative Maintenance Plan will be provided on a time and material basis.
- E. One year fixed hourly rates for repair, support and service:
  - a. Service Technician - \$95/hr
  - b. Engineer - \$125/hr
- F. DES will provide monthly reports on Energy Savings, Trends and suggestions on all identified potential Energy savings measures.
- G. DES will advise and collaborate on a district wide energy plan. (See Value Add Items for Energy Audit)
- H. DES will provide Initial training (on-site) with Circleville Staff. A portion of the training will include lines of communication, and how we all interface with the district-wide Facilities Maintenance Software (FMx) for communication and accountability.

**BASE HVAC SERVICE PROPOSAL PRICE = \$2,570/month**

### HVAC Preventative Maintenance Plan

#### A. MAINTENANCE PLAN AGREEMENT SPECIFICATIONS

This Agreement includes everything listed in the "Maintenance Inspection Tasks" pages. All equipment receives 4 inspections annually. The frequency of the inspections is listed at the top of each tasks page.

\*This Agreement does not include repairs to the equipment, filter changes, repair parts, or additional service calls requested by Customer. These will be charged separately at the specified hourly rate.

Emergency calls will have a response time of no longer than 2 hours from time of request during normal working hours and a response time of no longer than 4 hours from time of request during afterhours. Due to the critical need of heating and/or cooling for your students & staff, Circleville Local School District will have priority over all non-contract customers.

#### B. PREVENTATIVE MAINTENANCE AGREEMENT

DES will perform Preventative Maintenance on the ventilation, air conditioning (ahu's, chillers, pumps, etc.), heating (hx's, chillers, pumps, etc.) and any other mechanical systems that are mentioned in the "Equipment List". Well trained technicians will perform preventative maintenance and/or repairs on a regular basis and leave customer a detailed report every time they are on site. DES will provide you a schedule of the regular maintenance based upon customer's needs. The "Preventative Maintenance Agreement" encompasses preventative maintenance and all necessary labor required to provide such services. Filters are supplied and changed by customer.

The Preventative Maintenance Agreement Includes:

- Scheduled preventative maintenance based upon manufacturer's recommendations.
- All safety devices and check for proper operation.
- Change over controls based upon seasonal usage.
- Lubricate all moving parts where applicable and as required.
- Performance logs on all covered equipment.
- Clean all motors, starters, system components, drives and accessories.
- Report any abnormal energy usage to customer.
- Find & repair potential problems before they become larger issues.
- Verify proper operation of each component within the system.
- Priority over non-contract customers.
- Including all maintenance items listed under the equipment description below

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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### Chillers – SIX (6) Inspections

- A. **Annual** equipment shutdown inspection and PM
1. Inspect the **Compressor Motor** and perform the following tasks:
    - \*Recording voltages
    - \*Megging and recording motor winding resistance
  2. Inspect the **Compressor Oiling System** and perform the following tasks:
    - \*Verifying pressure drop across oil filter is good
    - \*Conducting analysis on oil at an independent laboratory
    - \*Checking transducers & thermistors
    - \*Checking all other system components including cooler and solenoid valves
  3. Inspect the **Motor Starter** and perform the following tasks
    - \*Run diagnostic check
    - \*Checking all electrical connections for proper torque to ensure tight connection
    - \*Checking parameters and set points
  4. Inspect condenser Barrel Tubes
    - \*Drain and remove condenser heads
    - \*Mechanically brush tubes as recommended by manufacturer
    - \*Supply tube brushes for cleaning and gaskets for barrel
    - \*Plus all Bi-Annual Inspections
- B. **Six** PM inspections
1. Conduct a refrigerant leak check and report any leak locations
  2. Check refrigerant and oil levels
  3. Check control configurations & run in test mode
  4. Check and test all operating and safety controls
  5. Check the starter operation
  6. Starting the chiller and calibrating applicable controls
  7. Logging operating conditions after system and unit stabilize
  8. Check water flow rates
  9. Enter all findings into FMX

### Air Handler(s) @ New Elementary, Middle and the High School – Quarterly

- \*Follow Manufacturer's maintenance recommendations
- \*Inspect fan assembly
- \*Check motor starter(s)/VFD(s)
- \*Inspect heating and cooling coils
- \*Inspect damper blades & linkages. Lubricate as required
- \*Inspect & test all actuators
- \*Verify duct static sensors are accurate

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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- \*Check and clean condensate drain
- \*Record volts and amperage of all motors
- \*Check coils for water leaks
- \*Check & calibrate all safeties
- \*Check & tighten all electrical connections
- \*Inspect all belts are good and are at proper tension
- \*Replace belts annually
- \*Inspect all sheaves (pulleys) and verify all set-screws are tight
- \*Inspect fire dampers and verify they are not closed
- \*Run unit diagnostic tests
- \*Enter all findings into FMX

### Pumps & Valves – Quarterly Inspections

- \*Grease bearings as required
- \*Check for proper shaft alignment
- \*Verify coupler is in good condition
- \*Check all mounting hardware for tightness
- \*Inspect & check all electrical connections for tightness and overheating
- \*Verify proper operation of motor starter(s)/VFD(s)
- \*Verify proper flow
- \*Operate valves associated with system
- \*Verify that all valves seal when closed
- \*Record volts & amps on each pump motor
- \*Enter all findings into FMX

### Return Fans – Quarterly Inspections

- \*Inspect fan assembly
- \*Check motor starter(s)/VFD(s)
- \*Inspect damper blades & linkages. Lubricate as required
- \*Inspect & test all actuators
- \*Record volts and amperage of all motors
- \*Check & calibrate all safeties
- \*Check & tighten all electrical connections
- \*Inspect all belts are good and are at proper tension
- \*Replace belts annually
- \*Inspect all sheaves (pulleys) and verify all set-screws are tight
- \*Leave customer a detailed report of all findings at the end of each inspection.

<b>Equipment Maintenance Schedule</b>												
<b>Job Name: Circleville Local School District</b>												
Equipment List	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Air Handlers		X			X			X			X	
Chillers	X		X		X		X		X		X	
Pumps & Valves		X			X			X			X	

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

Equipment List					
Job Name: Circleville Elementary School					
Quantity	Manufacturer	Tag #	Model #	Location	
<b>McQuay Vision Air Handling Units</b>					
1	McQuay Indoor AHU	AHU-1	CAH040GDGM	Circleville Elementary	
1	McQuay Indoor AHU	AHU-2	CAH083GDGM	Circleville Elementary	
1	McQuay Indoor AHU	AHU-3	CAH048GDGM	Circleville Elementary	
1	McQuay Indoor AHU	AHU-4	CAH027GDGM	Circleville Elementary	
1	McQuay Indoor AHU	AHU-5	CAH035GDGC	Circleville Elementary	
1	McQuay Indoor AHU	AHU-6	CAH025GDGC	Circleville Elementary	
1	Multi-Stack Chiller	Chiller	Multi-Stack	Circleville Elementary	
4	Pumps	Primary/Secondary	Chiller Pumps	Circleville Elementary	
Equipment List					
Job Name: Circleville High School					
Quantity	Manufacturer	Tag #	Model #	Location	
<b>McQuay Vision Air Handling Units</b>					
1	McQuay Indoor AHU	AHU-1	CAH039GDGM	Circleville High School	
1	McQuay Indoor AHU	AHU-2	CAH050GDGC	Circleville High School	
1	McQuay Indoor AHU	AHU-3	CAH027GDGM	Circleville High School	
1	McQuay Indoor AHU	AHU-4	CAH038GDGM	Circleville High School	
1	McQuay Indoor AHU	AHU-5	CAH038GDGM	Circleville High School	
1	McQuay Indoor AHU	AHU-6	CAH045GDGM	Circleville High School	
1	McQuay Indoor AHU	AHU-7	CAH039GDGM	Circleville High School	
1	Multi-Stack Chiller	Chiller	Multi-Stack	Circleville High School	
4	Pumps	Primary/Secondary	Chiller Pumps	Circleville High School	
Equipment List					
Job Name: Circleville Middle School					
Quantity	Manufacturer	Tag #	Model #	Accessories	Location
<b>McQuay Vision Air Handling Units</b>					
1	McQuay Indoor AHU	AHU-1	CAH038GDGM	HRW & EF (15HP)	Circleville Middle School
1	McQuay Indoor AHU	AHU-2	CAH032GDGM	HRW & EF (15HP)	Circleville Middle School
1	McQuay Indoor AHU	AHU-3	CAH025GDGC	RF (7.5HP)	Circleville Middle School
1	McQuay Indoor AHU	AHU-4	CAH040GDGC	HRW & EF (20HP)	Circleville Middle School

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

On a motion by Mr. Reeser, seconded by Mrs. DeLong, the Board approved the Berger Health Systems contract to provide nursing services to Circleville City Schools at a rate of \$30.00 per hour as presented.

### SERVICES AGREEMENT

Between

CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION

and

BERGER HEALTH SYSTEM

*THIS SERVICES AGREEMENT* entered into and made effective the 3 day of January, 2018 ("Effective Date") is by and between Circleville City School District ("SCHOOL"), 388 Clark Drive, Circleville, OH 43113 and Berger Health System ("BERGER"), 600 North Pickaway Street, Circleville, OH, collectively hereinafter the Parties.

#### *Recitals:*

WHEREAS, SCHOOL is in need of a Licensed Practical Nurse (LPN) to work under the direction of the SCHOOL's Licensed School Nurse (LSN); and

WHEREAS, BERGER is ready, willing, and able to provide nursing services to SCHOOL by providing a qualified nurse or nurses to SCHOOL ("Nurse"); and

WHEREAS, both parties desire to enter into a written agreement to have their rights, obligations and duties specified herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereby agree to as follows:



# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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1. **Duties and Responsibilities**
  - 1.1. SCHOOL shall provide a Licensed School Nurse, RN, to delegate nursing tasks to the Berger LPN(s).
  - 1.2. SCHOOL and BERGER shall define general responsibilities and essential tasks based on requirements established by SCHOOL policies, procedures, and protocols and by local state and national regulations and statutes. Finalized document shall be known as LPN Job Description and shall become Attachment A to this agreement.
  - 1.3. SCHOOL shall provide a clean and safe working environment for LPN(s) to perform the duties under this Agreement.
  - 1.4. BERGER shall collaborate with SCHOOL to determine a mutually agreeable schedule for a LPN(s) to provide nursing services at the SCHOOL under this Agreement.
2. **Term**. The initial term of this Agreement shall begin on January 2, 2018 and run through the 2017-2018 school year, ending approximately May 31, 2018. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, which will begin at the start of each school year, unless either party provides written notice of its intent not to renew at least thirty (30) days prior the end of the then current Term.
3. **Compensation**. SCHOOL shall pay BERGER according to the Fee Schedule outlined in Attachment B.
4. **Independent Contractor**. BERGER and LPN(s) shall act as independent contractors in the performance of their duties under this Agreement. The sole interest of SCHOOL is to ensure that the services shall be performed in a competent, efficient, and satisfactory manner for the care and wellbeing of the patient population. SCHOOL will not treat BERGER, LPN(s), or any staff supplied by BERGER, as an employee of SCHOOL for purposes of the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Medicare tax, income tax withholding, workers' compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit sharing plans, or any other expense customarily paid by an employer with respect to an employee.
5. **Equal Opportunity**. The Parties hereto shall not discriminate against any person employee, provider, or patient because of race, color, creed, handicap, age, sex, sexual orientation, gender, gender identification, pregnancy, nationality, ability to pay, or national origin nor shall there be any such discrimination in the employment SCHOOLS and personnel policies of either party.
6. **Confidentiality**. Neither Party to this Agreement nor their employees or agents, shall disclose to any unauthorized person any confidential information received in the course of the association created through this Agreement. If either party to this Agreement is uncertain of a particular disclosure's potential for violating this section, such party shall contact the authorized representative for the other party and discuss the matter prior to the disclosure.
7. **Liability**. Each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party. Nothing herein shall be construed to reduce or otherwise limited the immunity granted to the Board under Chapter 2744 of the Ohio Revised Code and Ohio Revised Code Section 3313.791.
8. **Corporate Compliance**. Each Party understands that the other operates a corporate compliance program for compliance with all federal and state statutes, rules, and regulations, particularly as they pertain to governmental payers. All Parties agree to cooperate with the others in any investigation related to compliance issues.
9. **Quality Assurance**. The Parties will cooperate with each other in the areas of quality management, risk management, and any other quality of patient care initiatives.
10. **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio and shall be construed in accordance therewith, with proper and exclusive jurisdiction being Pickaway County, Ohio, with each party consents to personal jurisdiction in Pickaway County, Ohio.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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11. **Governmental Compliance.** The Parties intend to comply with and have therefore structured this Agreement so as to comply with all applicable state and federal laws and regulations, including, but not limited to (i) the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder; (ii) the Federal Fraud and Abuse Laws (42 U.S.C. § 1320a-7, 7a and 7b) and the Safe Harbor Regulations promulgated thereunder (42 C.F.R. Part 1001); (iii) the Stark Law (42 U.S.C. §1395nn); and (iv) state laws and regulations regarding anti-kickback, fraud and abuse and/or self-referral. It is not a purpose of this Agreement to induce the referral of patients. The Parties acknowledge that there is no requirement nor payment under this Agreement or any agreement between the Parties that any Party refer, recommend, or arrange for any items or services paid for by Medicare, Medicaid, or any other federally funded health care program. All payments specified in this Agreement, if any, are consistent with what the Parties reasonably believe to be a fair market value for the items provided, and the any compensation payments do not exceed that which is reasonable for the legitimate business purposes of the parties.
12. **Government Access to Records.** In accordance with 42 U.S.C. Section 1395x(v) (1) and 42 C.F.R. Section 420.300-420.304, all parties agree that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General (collectively referred to as "HHS") access to the Agreement between the Parties, and to such books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from HHS or its authorized representatives. All Parties further agrees that, if it carries out any duties hereunder through a contract having a value of Ten Thousand Dollars and No Cents (\$10,000.00) or more over a twelve (12) month period with a related organization, then the contract between any Party and the related organization shall also provide to the extent allowable by law in writing that the related organization will make available upon request to HHS or its duly authorized representative, the contract and the books, documents, and records of the related organization that are necessary to verify the nature and extent of the costs. Such contracts by any Party with related organizations shall provide that HHS shall have access to the aforementioned books, documents, and records until the expiration of four (4) years after the services have been furnished.
13. **Exclusivity.** As defined by two previous BERGER – SCHOOL Agreements, dated June 1, 2013, which outlines the exclusivity term, the SCHOOL agrees to provide BERGER:
  - 13.1. Sole, exclusive rights as the official sponsor for all healthcare related services and healthcare advertising within the School District.
  - 13.2. Sole, exclusive rights to place any on-site provider within the School District's Student and Faculty Health Center at a time to be determined solely by the Hospital.
  - 13.3. Sole, exclusive rights to provide a featured healthcare scholarship at official graduation ceremonies.
14. **Assignment Prohibited.** This Agreement may not be assigned by either Party except that BERGER may assign this Agreement to any hospital or business entity into which BERGER may be merged, consolidated, or reorganized. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
15. **Severability.** In the event that any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement shall violate any applicable statute, ordinance, or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
16. **Construction of Agreement.** The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any party. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

17. **Waiver/Modification.** Except as expressly provided herein, no modification of this Agreement or waiver of any of its terms will be effective against a party unless set forth in a written document signed by the authorized representatives of the parties. The parties acknowledge that no person has authority to modify this Agreement or waive any of its terms on behalf of a party except as expressly provided in this paragraph.
18. **Notices.** Notices to either party under this Agreement shall be made or given at the addresses set forth below. A notice is sufficient if in writing and delivered in person or sent by certified mail, return receipt requested to:

Circleville City School District Board of Education 388 Clark Drive Circleville, Ohio 43113 ATTN: Superintendent	Berger Health System 600 N. Pickaway Street Circleville, Ohio 43113 ATTN: President & CEO
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19. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Board and Berger have caused this Agreement to be signed by their duly authorized representatives. Each individual signing below represents and warrants that he/she has the authority to sign on behalf of, and bind, his/her respective entity.

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

On a motion by Mr. Bradhurst, seconded by Mrs. Rothe, the Board approved the Facilities Use Agreement with (GOBA)/Columbus Outdoor Pursuits as presented for June 20 - 22, 2018.

ADDENDUM to Circleville City Schools "Rental of School Facilities" Form  
Between Circleville City Schools, Circleville, Ohio, and Great Ohio Bicycle Adventure (GOBA)/Columbus Outdoor Pursuits

This letter is to confirm the Great Ohio Bicycle Adventure's usage of Circleville High School, 388 Clark Drive, Circleville, Ohio, 43113, June 16 - 23, 2018. GOBA is a bicycling event operated by Columbus Outdoor Pursuits, Inc., an Ohio corporation qualified as an IRS 501(c) 3 organization.

- Usage Fee: \$ 1,000.00 (to cover items 2, 3, 4, 5, 6 below)  
Rental includes exclusive use of Circleville High School and associated grounds from 6:00 am, Wednesday, June 20, until 10:00 am on Friday, June 22, 2018. (Note: By "exclusive" use is meant that no other groups or special events will use the same grounds concurrently with GOBA.) Payment of the rental fees will be made by GOBA upon receipt of an invoice from the Circleville City Schools following the event.
- Facilities and Grounds  
Usage on June 20 - 22, 2018 includes the exclusive use of the grounds for primitive-style camping, food service, information booth, possible video presentation, GOBA equipment (see "Campground Specifications" in Attachment A) and related activities. Circleville City Schools agrees to provide: sanitary sewer (for gray water from portable shower units), water for portable shower trucks, designated existing restrooms and showers, green space for tent camping, parking and designated areas in covered shelters and buildings. Electric service will be included in the existing facilities where available and is for GOBA equipment only (not for individual riders or campers/RVs). Circleville High School facilities will include showers, restrooms, Cafeteria/Multipurpose room, Kitchen, parking lots, grassy areas for tent camping. Designated facilities/areas are: HS paved parking areas, auditorium, computer lab (hours TBD), 2 gyms, school buses (see separate request sheet, Attachment B), 1 classroom (hours TBD).

# BOARD OF EDUCATION REGULAR MEETING

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3. **Parking**  
Circleville High School will provide parking on the grounds on level, well-drained areas for (1) parking of vehicles outlined in Attachment A; and (2) a paved surface for the shower trucks. GOBA's responsibilities are to arrange for personnel to park the vehicles and to arrange for the on-site oversight for the parking.
4. **Restrooms/Shower Facilities**  
Circleville High School is to provide the water usage, custodial and emergency maintenance service, daily cleaning and re-stocking of supplies (toilet paper, paper towels, etc.) in the designated existing restrooms and showers.
5. **Water**  
In addition to the water usage outlined in Nos. 2 and 4 above, Circleville High School will provide GOBA with access to potable water on the grounds as needed.
6. **Clean-up**  
Trash dumpsters & barrels will be provided by Circleville City Schools throughout the grounds. Circleville City Schools will be responsible for keeping barrels emptied, for emptying barrels into dumpsters, and for removal of trash from the grounds. At the end of the rental period on June 22, GOBA will be responsible for removal of all associated equipment and facilities as outlined in Attachment A: "Campground Specifications". All other clean-up will be provided by Circleville City Schools.
7. **Responsibility**  
It will be GOBA's responsibility to communicate and contract with the vendors and individuals involved with the equipment outlined in Attachment A and to notify the Circleville City Schools of any problems associated with them that could affect the grounds at Circleville High School. Circleville City Schools is responsible for reviewing and approving the plan drawing for placement of GOBA equipment. After approval of the plan by the Circleville City Schools, if the Circleville City Schools makes changes without sufficient notification to GOBA, which would affect the placement and/or correct operation of said equipment and which could result in additional fees or overcharges, the Circleville City Schools may be responsible for payment of said fees. Furthermore, the Circleville City Schools agrees to notify GOBA as soon as feasible upon the occurrence of any conditions at Circleville High School which may affect the set-up and operation of the GOBA camp (e.g., flooded fields).
8. **Security**  
It will be GOBA's responsibility to hire law enforcement officers for security detail within the grounds. Scheduling and Assignments will be determined at a later date, at least 2 months prior to GOBA's begin.
9. **Permits**  
It will be GOBA's responsibility to obtain appropriate non-food permits for the event, including but not limited to the Temporary Park-Camp Permit from the local Health Department. However, organizations that are offering food to GOBA participants will be responsible for their own food service permits.
10. **Vendors**  
Circleville City Schools will grant permission to GOBA to offer food service on the grounds to be provided by local non-profit organizations as authorized by GOBA. In addition, GOBA will be permitted to allot display and selling space on the grounds to vendors for bicycle repairs and parts, massage tent, clothing items and related activities as designated by GOBA (usually not more than 8 total vendors). Circleville City Schools agrees that only the organizations and vendors pre-approved by GOBA will be allowed in the Circleville High School and the Circleville City Schools will require no extra fees for these privileges.
11. **Assurances**  
Circleville City Schools, Circleville, Ohio, will be named co-insured on GOBA's liability insurance policy with a \$1,000,000 limit of liability. An Acord documenting the coverage will be provided to Circleville City Schools by GOBA no later than June 1, 2018. Furthermore, GOBA agrees to indemnify and save harmless Circleville City Schools from and against all loss, liability or damage for injuries to persons or property sustained on said premises, and from all loss, liability or damage by reason of the use of the said facilities by GOBA. GOBA further agrees that it shall use the premises in a careful, safe and proper manner and will make every effort to encourage all participants to cooperate.
12. **Cancellation**  
GOBA reserves the right under emergency situations to void this contract following the pursuit of reasonable avenues to provide remedy. Potential emergency situations include but are not limited to: enrollment of insufficient numbers of participants.

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

On a motion by Mrs. DeLong, seconded by Mrs. Rothe the following resolution was adopted.

### RESOLUTION AUTHORIZING THE SALE AT PUBLIC AUCTION OF PROPERTY OWNED BY THE BOARD AND NO LONGER NEEDED FOR ANY SCHOOL PURPOSE

WHEREAS, the Circleville City School District Board of Education is the owner of the property hereinafter described which is no longer needed for any school purpose, which exceeds \$10,000 in value, and which this Board has determined to offer for sale at public auction pursuant to law;

# BOARD OF EDUCATION REGULAR MEETING

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NOW, THEREFORE, BE IT RESOLVED by the Circleville City School District Board of Education, County of Pickaway, State of Ohio, that:

Section 1.

It is found and determined that the following described property of the Board (the "property"), which exceeds \$10,000 in value, is no longer needed for any school purpose

Being the "home" side bleacher and press box assembly on the South side of the athletic field.

The Bleachers being approximately 200' in length by 50' deep containing 19 rows of seating in 6 sections with 5 access stairways, further includes a handicapped access ramp at the east end of the bleacher assembly. Attached two story Press Box measuring 25' x 10' and aforementioned Bleachers will be sold as one item.

Section 2.

The property shall be sold in the manner provided by R.C. 3313.41, subject to the terms and conditions provided herein, to the highest bidder after giving at least thirty days' notice of the sale by publication in a newspaper of general circulation in this school district.

Section 3.

The Superintendent and Treasurer are hereby authorized and directed to do all things necessary and consistent with this resolution to accomplish the sale provided for herein.

Section 4.

The sale of the property shall be upon the following terms and conditions, and such other terms and conditions consistent with this resolution and in the best interests of this Board and district as may be determined by the Superintendent or Treasurer.

a. The sale shall be by public auction to be conducted in Circleville, Ohio, commencing at 12:00 pm on January 24, 2018,

b. The sale of the property to the successful bidder therefore shall not be final until accepted by resolution of the Board with the written notification of such acceptance to be sent to the successful bidder by the Treasurer. The Board reserves the right to reject any or all bids.

c. At the time of the completion of the auction, the highest bidder shall deliver to this Board cash, or a certified or cashier's check payable to the Board, in the amount of \$1,000.00 as security for faithful performance should the bid be accepted. The deposit shall be applied on the purchase price in the event the bid is accepted by this Board.

d. Final payment for the property, which shall be the difference between the security deposited with the Board pursuant to section 4c hereof and the amount bid, shall be made by cash, or certified or cashier's check payable to the Board, at the time of transfer of title.

e. The successful bidder must remove all awarded property, at the bidders sole cost and expense, before March 15<sup>th</sup>, 2018. Following removal site must be clean and free of all debris, including any scrap or other materials associated with bleachers or press box.

f. The successful bidder must sign all appropriate waivers and release of liability forms prior to coming on site to begin removal.

g. The successful bidder acknowledges and agrees that the bleachers and/or press box are being sold "as is" and without warranty of any kind.

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

# BOARD OF EDUCATION REGULAR MEETING

## December 13, 2017

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On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the Board approved the following Treasurer's items as presented:

### **Requisitions Over \$5,000:**

- BUREAU OF WORKER'S COMPENSATION - premium - \$59,258.00
- CINCINNATI FLOOR COMPANY, INC - refinishing gym floors - \$5,550.00
- KID SPARK EDUCATION - CES robotics/stem education - \$11,173.64
  
- THE OHIO STATE UNIVERSITY (OARNET) - software for new servers - \$5,426.00
- TRUGREEN - athletic field care - \$14,396.00
- GORDON FOOD SERVICES - supplies for FY18 - \$150,000.00
- VALLEY WHOLESALE FOODS - food for FY18 - \$6,500.00
- UNITED DAIRY, INC - food for FY18 - \$20,000.00
- SYSCO - food for FY18 - \$10,000.00
- NICKLES BAKERY - food for FY18 - \$9,000.00
- COCA-COLA BOTTLING - products for FY18 - \$5,000.00
- OHIO SCHOOL BOARDS ASSOCIATION - Annual Dues - \$6,221.00
- DYNAMIX ENERGY SERVICES - HVAC annual preventative maintenance - \$30,840.00
- DUNCAN OIL CO. - Diesel fuel and gasoline - \$25,000.00

### **After the Facts:**

- CUSTOM MAINTENANCE - bus maintenance & service - \$4,999.00
- HEALTHY EDGE LLC - random drug screens - \$300.00
- LAURA ROCKLIN - accompanist for concerts - \$275.00
- THE LEARNING SPECTRUM - education services for special needs student - \$45,195.36
- STEP BY STEP - education services for special needs student - \$20,520.00 (August 7, 2017 - November 12, 2017) and \$31,255.00 (November 13, 2017 - June 1, 2018)
- STATE ELECTRIC SUPPLY - fluorescent lamps - \$533.06
- TAMI CLARK - miscellaneous mileage - \$300.00
- VANDYKE, INC. - supplies for CHS color copier - \$210.00
- MAILENDER - service for equipment - \$838.71

### **Student Activity Budget and Philosophy for the 2017 - 2018 School Year:**

- CHS CLASS OF 2019 - revised Budget & Philosophy
- CES MEDIA CENTER - revised Philosophy
- CMS STUDENT COUNCIL - revised Philosophy

### **Donations:**

- Anonymous - CES Alpha - 10 circuit boards - \$1,000.00
- Patty Rothe - school shoes for student needs - \$50.00
- Gibbys Eatery - CHS Club Future - OSU Tickets - \$101.00

**BOARD OF EDUCATION REGULAR MEETING**  
**December 13, 2017**

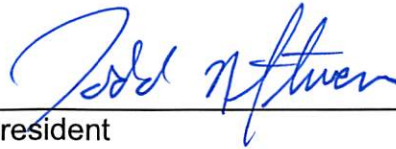
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Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

Mr. Stevens thanked Mr. Bradhurst for his service to the school board and called for a motion to adjourn the meeting.

On a motion by Mr. Bradhurst, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 7:10pm.

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



\_\_\_\_\_  
President

ATTEST



\_\_\_\_\_  
Treasurer