

BOARD OF EDUCATION REGULAR MEETING

February 8, 2017

The Board of Education met in regular session on February 8, 2017 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Pro-Tem Tony Reeser called the meeting to order and led the Pledge of Allegiance.

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

Kristen Rhoads administered the oath of officers to Board President, Todd Stevens and Board Vice President, Amy DeLong.

On a motion by Mr. Stevens, seconded by Mrs. DeLong the board made the following committee appointments.

- Board Policy : Dan Bradhurst and Tony Reeser
- Finance/Audit: Dan Bradhurst and Todd Stevens
- Treasurer Relations: Tony Reeser and Patty Rothe
- Superintendent Relations: Dan Bradhurst and Amy DeLong
- Student Achievement: Amy DeLong and Patty Rothe
- Personnel: Amy DeLong and Dan Bradhurst

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

A public hearing was held on the proposed school calendar as follows:

CHS/CMS - 1078 hours (minimum hours per O.R.C. is 1001; length of the school day remains the same as last year for instructional purposes; 6 hours and 5 minutes)

CES - 1050 hours (minimum hours per O.R.C. is 910; length of the school day for instructional purposes 5 hours 55 minutes)

Mr. Reeser gave his legislative report.

Student Representative, Emily Dengler, Junior Representative and Stanley Huang, Senior representative presented the student activities report.

Superintendent, Jonathan Davis, presented his report to the board.

Treasurer, Kristen Rhoads, presented her report to the board including the January 2017 warrants and financial reports.

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

Requisitions Over \$5,000

- TRUGREEN - Athletic field service - \$10,698.98
- WOLFE CONSTRUCTION COMPANY - Snow removal - \$10,000.00
- DUNCAN OIL - fuel for busses - \$25,000.00
- TYLER TECHNOLOGIES - Versa-Trans extended support - \$5,112.99

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- EDMENTUM INC - final installment for Plato subscription (Milestone) - \$13,000.00

Purchase Orders After the Fact:

- JEFF SNYDER - transportation of special needs students - \$4,080.00
- MEDALION REFRIGERATION - repairs to CHS freeze - \$958.63
- MICRO SYSTEMS - copy paper for CHS - \$282.50
- RHOADS LANDSCAPING - replace trees - \$2,460.00
- DYNAMIX ENERGY SERVICES - new JACE (Java Application Control Engine) with license, labor & installation - \$5,758.55
- BIALY WAMPLER GROUP - management fee for pump system - \$1,202.40
- ANDREA HOSKINS - CES Extra Mile History Night Supplies - \$71.11

Donations:

- Eric Clark Scholarship Fund - CES Principals Fund - student incentives - \$200
- Eric Clark Memorial Fund - CHS Club Future - \$250
- Julie Chafin - Club Future - \$100
- Mark Cunningham (In Memory of Cheryl Cunningham) - 8th grade D.C. Trip - \$500
- Vicki and John Scott - CHS Club Future - \$52
- Butch Hughes - CHS Club Future - \$55
- Tyler Cassidy - CHS Club Future - \$100
- Clara Jo and Robert Reeser and Michele Morse - Establish Josh Martin Scholarship Fund - \$2,500
- Tom & Julie Scherer - CHS Club Future - \$260
- Circleville Alumni Association - CHS Club Future - \$2,030
- Robert & Karen Bensonhaver - CHS Club Future - \$75
- Cassie and Chad Spradlin - CHS Club Future - \$52
- Michelle & John Callihan - CHS Club Future - \$52
- Jason Wells - CHS Club Future - \$52
- Jerry & Kate Mogan - CHS Club Future - \$52
- Todd & Carolyn Stevens - CHS Club Future - \$20
- Paula & Steven Thomerson - CHS Club Future - \$50

Student Activity Budget and Philosophy for 2016-2017 School Year:

- Elementary Media Center (Fund 200-9303 -revised budget only)

Establish Funds:

- Josh Martin Scholarship Fund - Fund Code: 007-9003

Established in memory of former Circleville Student and Baseball player, Josh Martin, will be awarded to a CHS Varsity Baseball or Softball Player in the amount of \$500 annually.

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

On a motion from Mr. Reeser, seconded by Mrs DeLong, the board approved the corrected minutes from the December 7, 2016, regular meeting and the January 9, 2017 organizational and regular meetings as presented.

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

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

Employment for the 2016-2017 School Year:

Jackie Stewart substitute paraprofessional
Elwin Mills substitute bus driver

Athletics:

- Susan Search CMS – Track Assistant
Step 7
- Paul Brisker CHS - Track Assistant
Step 15+
- Courtney Wright CMS - 8th Grade Softball Head Coach
Step 0
- Brandon Wright CMS - Softball Volunteer
- Janet Wastier CMS - 7th Grade Softball Head Coach
Step 4
- Steve Wastier CMS - Softball Volunteer

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

On a motion from Mr. Reeser, seconded by Mrs. DeLong, the board approved the unpaid leave request by Jona Wright, (CES - guidance) for Thursday, February 23 and Friday, February 24, 2017.

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

On a motion from Mrs. DeLong, seconded by Mr. Bradhurst the board approved the first semester bullying reports as presented.

2016-2017 - 1st SEMESTER BULLYING REPORT CIRCLEVILLE HIGH SCHOOL

3 TOTAL INCIDENTS:

Warnings
Conferences with Guidance Counselor, Dean of Students and Principal
Calls to Parents/ Parent Meetings
1 Day of ISR
5 Days of OSS

INCIDENT DETAILS

1. Two students were fighting in the hallway over an issue with one of them being picked on by the other. One student was issued 2 days of OSS for starting the fight, and the other one was issued one day of ISR for fighting. Prior to this incident, a face to face meeting was held with the students and the principal. A meeting was held with both sets of parents prior to each student returning to school.
2. A student was harassed by another student on more than one occasion. A phone conference was held each student's parents, as well as student conferences.
3. A student reported that he was harassed on the bus and hit on the bus by another student. Both students were brought to the office. The student that did the hitting was issued 3 days OSS, we had a conference with his mother and his counselor spoke with him. He is also to sit directly behind the bus driver until further notice by the bus driver. Conference was held with the other student's mom.

CIRCLEVILLE MIDDLE SCHOOL

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4 Total Incidents:

- 2 days of In-School Restriction
- 20 days of Out of School Suspension

Incident Detail

1. Student was continually picking on another student. Student was assigned ISR.
2. Student threatened another student that they had been told to stay away from. Student was assigned 5 days OSS.
3. Student threatened another student that they had been told to stay away from. Student was assigned 5 days OSS.
4. Student created a twitter page bullying others. Student was assigned 10 days OSS.

CIRCLEVILLE ELEMENTARY SCHOOL

2 Total Incidents:

- Warnings
- Conferences with Guidance Counselor and/or Principal
- Calls to Parents / Parent Meetings
- 2 Day of ISR
- 1 Days of Out of School Suspension

Incident Detail

1. A student touched another student inappropriately on the buttocks. Prior to this incident, meetings were held with the guidance department about unwelcomed sexual advances. The student was issued 1 day of OSS as well as a face to face meeting with all counselors and the child's parent upon their return to school.
2. A student harassed another student by hitting them repeatedly over multiple occasions. The student was issued 2 days of ISR. A phone conference was held with the guardian as well as a student conference.

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 Sports Field Service Agreement in the amount of \$10,300 with TruGreen Commercial (formerly, Scotts Lawn Service).

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price Increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check Accession Policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.**
8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

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15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersedes any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understandings, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
 REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
 AUTHORIZED AGENT/CUSTOMER

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe the board approved the district Emergency Medical Form as presented

**CIRCLEVILLE CITY SCHOOLS
 EMERGENCY MEDICAL AUTHORIZATION FORM**

NOTIFY THE SCHOOL OF ANY CHANGE IN PHONE OR EMERGENCY NUMBERS

Student Name _____ School _____
 Address _____ Telephone _____

The following is required by section 3313.712 of the Ohio Revised Code.

Purpose – To enable parents and guardians to authorize the provision of emergency treatment for children who become ill or injured while under school authority, when parents or guardians cannot be reached.

Residential Parent or Guardian:

Mother's Name _____ Daytime Phone _____
 Father's Name _____ Daytime Phone _____
 Other's Name _____ Daytime Phone _____

Name of Relative or Childcare Provider _____

Relationship _____
 Address _____ Phone _____
 Name _____ Relationship _____
 Address _____ Phone _____

PART I OR II MUST BE COMPLETED

PART I – (TO GRANT CONSENT)

I hereby give consent for the following medical care providers and local hospital to be called:

Doctor _____ Phone _____
 Dentist _____ Phone _____
 Medical Specialist _____ Phone _____
 Local Hospital _____ Emergency Room Phone _____

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In the event reasonable attempts to contact me have been unsuccessful, I hereby give my consent for (1) the administration of any treatment deemed necessary by the above-named doctor, or, in the event the designated preferred physician is not available, by another licensed physician or dentist; and (2) the transfer of the child to any hospital reasonably accessible. **This authorization DOES NOT cover major surgery unless the medical opinions of two other licensed physicians or dentists, concurring in the necessity of such surgery, are obtained prior to the performance of such surgery.**

 Date Signature of Parent/Guardian Address

PART II – (REFUSAL TO GRANT CONSENT)

I do **NOT** give my consent for emergency medical treatment of my child. In the event of illness or injury requiring emergency treatment, I wish the school authorities to take the following action:

 Date Signature of Parent/Guardian Address N 14-10

SCHOOL: _____

STUDENT'S NAME: _____

PARENTS/GUARDIANS:

PLEASE COMPLETE CONFIDENTIAL INFORMATION TO BE SHARED WITH TEACHING STAFF AND EMS IF NECESSARY – If an emergency situation occurs, every effort will be made to transport your child to the hospital of choice. But, if necessary, protocol of EMS personnel is to transport to the nearest hospital.

1. Does your child have *asthma* diagnosed by a physician? Yes _____ No _____
 If yes, please list any treatments given or medication taken _____
2. Does your child have *allergies* (reactions to medications, foods, or insects) diagnosed by a physician? Yes _____ No _____
 If yes, please list the care or medication required _____
3. Does your child have *ADD or ADHD* diagnosed by a physician? Yes _____ No _____
 If yes, and he/she takes medication, please list medication, amount, and time of administration _____
4. Does your child have a *seizure disorder* diagnosed by a physician? Yes _____ No _____
 If yes, and he/she takes medication, please list medication, amount and time of administration _____
5. Does your child have a *cardiac (heart) defect* diagnosed by a physician? Yes _____ No _____
 If yes, please list any restrictions and medications, amount, and time of administration _____
6. Does your child have a *bleeding disorder/tendency* diagnosed by a physician? Yes _____ No _____
 If yes, please give diagnosis or description of problem _____
7. Does your child have *diabetes* diagnosed by a physician? Yes _____ No _____ Type _____
 If Type 1, please list insulin pen/insulin pump and time glucose is checked or insulin is given _____
8. Does your child have *vision/hearing impairment*? Yes _____ No _____
 Wear glasses, contact lenses, or hearing aid(s)/auditory device? _____
9. Any other pertinent medical information or medications being given that could affect your child while in school _____

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

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On a motion by Mr. Bradhurst, seconded by Mrs. DeLong the board approved the overnight trip for CHS Symphonic and Show Choirs to Cedar Point Music Festival and the Rock & Roll Hall of Fame on May 12 & 13, 2017. Chaperones will be Cynthia Braswell, Troy Braswell, and Melissa Carroll.

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 an overnight trip for CHS Wrestling to Wilmington, Ohio to compete in a wrestling tournament on March 3, 2017.

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

On a motion by Mr. Reeser, seconded by Mr. Bradhurst the board approved the Treasurer to attend the OASBO Annual Conference, April 25-28, 2017 in Columbus Ohio.

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 Board President, Todd Stevens, to attend the OSBA Board Officers Training, February 11, 2017 in Columbus Ohio.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe the board approved the contract with Jeff Snyder, for \$4080, for inter-district transportation from January until the end of the school year.

CONTRACTUAL AGREEMENT **FOR INTERDISTRICT TRANSPORTATION SERVICES**

This agreement made this 23 day of January by and between the Circleville City School District hereinafter referred to as the "Board" and Jeff Snyder, private individual transporting student(s) with identified special education needs in accordance with Ohio Department of Education Administrative Code 3301-51-10, hereinafter referred to as "Contractor".

WITNESSETH AS FOLLOWS:

1. The Board agrees to contract the services of Jeff Snyder, private individual, in providing transportation services for the remuneration hereinafter set forth, and Jeff Snyder agrees to perform the services in consideration of said remuneration as hereinafter set forth.
2. The term of this contract shall be from the date of the contract until June 30, 2017. Either party may withdraw from said contract by providing to the other party written notice of the intent to withdraw. Said written notice must be served on the other party at least fourteen (14) days prior to the effective date of withdrawal.
 - A. Transportation services provided by the Contractor include the following:
 1. The pickup of student(s) at CHS in accordance with the required calendar and bell schedule, and deliver to their home, up to four (4) days per week in accordance with the required calendar week.
 2. Communicating extended absences to the Assistant Superintendent at 740-474-4340.
 3. The contractor agrees to furnish monthly statements of trips driven, including student daily attendance by the thirtieth (30th) or last day of each month in order to authorize timely payment.
 4. The contractor will provide a vehicle and continue to maintain the condition of the vehicle used for transporting the student(s)
 - B. The Board shall provide the following:

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1. Payment at the Circleville City Schools Board of Education flat rate of **\$60.00** per day (PM delivery).
2. Payment, not to exceed the above rates for the current year, shall be made in a monthly installment based upon the invoices submitted as per item A-4 above.
3. This contract contains the complete understanding of the parties in regard to the subject matter contained herein and no additions or amendments may be made to the same unless reduced to writing and signed by both parties hereto.
4. This contract shall be binding upon the successors and assigns of the parties hereto. No assignment of the agreement shall be made in whole or in part by the contractor without prior written consent of the Board.

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

On a motion from Mr. Bradhurst, seconded by Mrs. Rothe the board approved the purchase and installation of child safety alarms on all Board owned buses not already equipped at a total cost of \$4,950.00.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – no; Mrs. Rothe – yes

On a motion from Mr. Stevens, seconded by Mr. Reeser the board approved the Dual Credit Agreement with Ohio Christian University as presented.

DUAL CREDIT AGREEMENT

between

OHIO CHRISTIAN UNIVERSITY

1476 LANCASTER PIKE CIRCLEVILLE, OHIO 43113 and

CIRCLEVILLE HIGH SCHOOL BOARD OF EDUCATION

THIS DUAL CREDIT AGREEMENT ("Agreement") is made by and between Ohio Christian University ("University") and Circleville High School ("School") (collectively, the "Parties"), and is effective as of the Effective Date set forth in section 1.2 of this Agreement.

WHEREAS, School and University desire to enter into an agreement setting forth certain principles of mutual collaboration that supplement and extend the Ohio Department of Higher Education's Articulation and Transfer Policy; and

WHEREAS, to this end, School and University desire to combine their resources to provide an educational program known commonly as a dual credit program ("Program"), whereby qualified secondary school students may earn college credit and prepare for future enrollment in college; and

WHEREAS, assisting individuals in achieving their educational goals is a purpose both Parties share; and

WHEREAS, the Parties further desire to enter into an agreement to foster access and enhance educational participation;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other valuable consideration, the receipt and adequacy of which each Party hereby acknowledges, the Parties agree as follows:

1. TERM OF ENGAGEMENT; RENEWAL; TERMINATION.

1.1. Term of Engagement. The term of this Agreement shall begin on the 1st day of May, 2017, and ending on the 30th day of April, 2018 ("Term"). University and School agree to faithfully fulfill their respective duties and obligations under the terms and conditions set forth in this Agreement starting on the Effective Date through the duration of the Term

1.2. Effective Date. Notwithstanding the Term provided in section 1.1 of this Agreement, the effective date of this Agreement is the date last signed by a party as indicated below the signatures at the end of this Agreement ("Effective Date"). The Parties agree that their promises and obligations under this agreement are binding as of the Effective Date, even if some duties to perform under this Agreement arise in the future during the Term.

1.3. Scope. This agreement applies only to Program courses administered at the School's campus.

1.4 Termination.

This Agreement terminates automatically at the end of Term, unless the Parties agree in writing to extend this Agreement.

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2. UNIVERSITY'S COVENANTS. University shall:

- 2.1. Provide qualified instructor for dual credit classes in the Program ("Instructors").
- 2.2. University reserves the right to hire and assign, in its sole discretion, its own faculty or independent contractors as Instructors.
 - 2.2.1. Instructors will provide teaching not to exceed three (3) days per week.
 - 2.2.2. If School and any Instructor agree that the Instructor will teach more than 3 days per week, then School and Instructor may determine additional financial compensation paid by School to Instructor in addition to the payments set forth in section 6 of this Agreement. Such additional compensation to the Instructor, if any, shall be the sole responsibility of School.
 - 2.2.3. If after due diligence in recruiting, no qualified instructor can be found to teach any dual enrollment class onsite, University will offer such class through online delivery at the then-applicable dual credit online rate.
- 2.3. Provide all Instructors with orientation and training.
- 2.4. Provide School with scheduled or unscheduled opportunities to observe the Instructor.
- 2.5. Select, in University's sole discretion, appropriate textbooks, instructional materials and course syllabi. University shall, at a reasonable time prior to the start of a semester during the Term, deliver to School a list of textbooks for each Program course that School must furnish to enrolled students pursuant to division 3.2 of this Agreement.
- 2.6. Provide University email addresses, library access, online writing resources, and tutoring resources to Instructors and students; tutoring resources are only available on the University main campus.
- 2.7. Provide final grades from University's registrar to School's guidance counselor within two (2) weeks of the course completion.
- 2.8. All expenses for program promotion and advertising are the sole responsibility of University.
- 2.9. Accept into the Program only those students who meet all University and State requirements for dual enrollment.
- 2.10. Offer only non-remedial, non-sectarian courses to students enrolled in the Program.
- 2.11. Provide School with a complete list of all students enrolled in the Program.

3. SCHOOL'S COVENANTS. School shall:

- 3.1. Provide classrooms as needed with all reasonable instructional technology (including without limitation overhead projectors, whiteboards with markers and erasers, computers, video projectors, VCR players, DVD players, screen) for all Program courses taught in School's facilities.
- 3.2. Provide students enrolled in the Program, at School's sole expense, with the textbooks chosen by University pursuant to section 2.5 of this Agreement.
- 3.3. Pay University the amounts set forth in section 6 of this Agreement.
- 3.4. Provide a class roster (including first name, last name, course title, course section) to Trailblazer Academy Director by the Fall Semester deadline of August 1, 2017, and the Spring Semester deadline of December 1, 2017. A revised roster is due five (5) days following the School's add/drop deadline. Rosters must be complete and on time or University reserves the right to **cancel the class**.
- 3.5. Allow its employees to serve as Instructors, but only if such School employee is qualified to teach dual enrollment classes according to the Ohio Department of Higher Education's criteria.
 - 3.5.1. Any School employee serving as an Instructor will be an independent contractor of University and shall sign a separate independent contractor agreement with University as a condition precedent to serving as an Instructor.
 - 3.5.2. Any School employee serving as an Instructor must exclusively use Program instructional materials provided according to the terms of this Agreement.
- 3.6. Provide student supervision on all other regular school days and days when Program courses are not being taught, and notify University and all Instructors of School opening delays, School closings, and any other special calendar events that depart from the standard School schedule of classes.
- 3.7. Enroll a minimum of 12 students per Program course.
- 3.8. Provide University with scheduled and unscheduled opportunities to observe Instructors.

4. UNIVERSITY'S PROPERTY.

- 4.1. All documents, records, memoranda, notes, textbooks, teaching aids and materials, and other information ("Materials") provided by University to any Instructor or others affiliated with School will be and remain the property of University
- 4.2. If any Materials are in the possession of School or any of its agents, then School will deliver such Materials to University upon demand.

5. CONFIDENTIALITY.

- 5.1. School agrees to regard and treat as secret and confidential the Materials defined in section 4.1 and any other information of any kind related in any way to University's operations ("Information").

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5.2 All such Materials and Information will at all times remain the property of University.

5.3. Except for fulfilling the purposes of this Agreement, School agrees not to reproduce, copy, or publish or permit reproduction, copying or publication of Materials and Information, and will not use or permit the use of any Materials or Information for any other purpose.

5.4. School shall take all necessary and reasonable steps to ensure that its agents and affiliates comply with the terms of this Agreement.

5.5. The covenants contained in this section 5 will survive the termination, amendment, modification, expiration or extension of this Agreement.

6. REMUNERATION.

6.1. School shall pay University as follows:

6.1.1. \$41.50 per credit hour per student when the course is taught by a high school teacher who has signed the independent contractor agreement, and met the credential requirements established for purposes of the Program in rules adopted by the chancellor of the Ohio Department of Education, not to exceed ORC 3365.07(A)(l)(a)(iii).

6.1.2. \$83 per credit hour per semester if the course is taught by college faculty, not to exceed ORC 3365.07(A)(l)(a)(ii).

6.1.3. \$166 per credit hour per semester if the course is taught at the University campus, or the online format, not to exceed ORC 3365.07 (A)(l)(a)(ii).

6.2. Nothing in this agreement is intended by the parties to constitute an alternative payment structure under ORC 3365.07(A)(2).

6.3. Non-public students who do not apply for funding from the State of Ohio are not eligible for OCU scholarship opportunities during the school year, should they be available.

6.4. Students who do not provide award allocation information (SSID for Public/UIN for Non-Public students) once it is received from the State of Ohio, will not be eligible for OCU scholarship opportunities for the school year, should they be available.

7. STUDENT ACCEPTANCE CRITERIA.

No student shall be admitted to the Program unless he or she meets the following requirements:

7.1. Minimum 2.0 GPA; and

7.2. At least one of the following:

7.2.1. ACT score of 19;

7.2.2. SAT score of 1350 (prior to 2016); 990 (2016ff)

7.2.3. PSAT score of 135 (2014); or 980 (2016ff);

7.2.4. ACCUPLACER scores as follows (Ohio Christian University offers the ACCUPLACER placement exam for University applicants ONE TIME at no charge. This test is available on the University campus and at any College Board ACCUPLACER testing location. The test is used to fulfill acceptance into the University's dual credit program in place of an ACT or SAT. Students interested in scheduling a time to take the ACCUPLACER should contact Jake Warren at 740-477-7832 or jwarren1@ohiochristian.edu)

Note: ACT no longer offers COMPASS as a testing option, however the University will accept the submission of qualifying COMPASS scores from applicants who have previously taken the test.:

7.2.4.1. For the student to be eligible to enroll in any composition course(s), an ACCUPLACER Writing: score 88 or higher, OR COMPASS English: score of 61 or higher, OR English ACT: score 17+, SAT Critical Reading score of 470 or higher.

7.2.4.2. For the student to be eligible to for general admission to program (to take social studies/sciences) course(s), ACCUPLACER Reading: score of 80 or higher, OR COMPASS Reading: score of 80 or higher, OR Reading ACT score of 19 or higher, or SAT score of 990.

7.2.4.3. For the student to be eligible to enroll in any beginning- or intermediate-level algebra course(s), an ACCUPLACER College Level Math score of 40/Elementary Algebra score of 108, OR COMPASS Math score of 36 or higher, OR Math ACT score of 17 or higher, or SAT Math score of 460 or higher.

7.2.4.4. For the student to be eligible to enroll in any college-level algebra or calculus course(s), an ACCUPLACER College Level Math score of 63 (for College Algebra) or higher, OR ACCUPLACER College Level Math score of 86 or higher (for Calculus 1), OR COMPASS Math score of 42 or higher (College Algebra), OR COMPASS Math score of 66 or higher (for Calculus 1), or ACT Math score of 22 or higher (College Algebra), OR ACT Math score of 24 or higher (Calculus 1), or SAT Math score of 520 or higher (College Algebra) OR SAT Math score of 560 or higher (Calculus).

8. NOTICES. All notices by either party to the other will be in writing to the following addresses:

To University:

Ohio Christian University

Attn: Trailblazer Academy

To School:

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1476 Lancaster Pike
Circleville, OH 43113

9. DISPUTE RESOLUTION.

9.1. If any dispute between the Parties arises at any time from any act or omission related in any way to this Agreement ("Dispute"), then School and University will confer in good faith to resolve promptly such Dispute.

9.2. In the event that School and University are unable to resolve their Dispute, and should either party desire to pursue a legal claim against the other based on that Dispute, both Parties agree to have the Dispute resolved by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text of the Rules is available at www.Peacemaker.net).

9.3. The dispute resolution process provided for in section 9 of this Agreement shall be held in Circleville, Ohio. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

9.4. The parties acknowledge and agree that these methods of dispute resolution set forth in this Section 9 shall be the sole remedy for any controversy or claim arising from any Dispute, and each party expressly waives its right to file a lawsuit in any court against the other for such Dispute, except to enforce an arbitration decision.

10. MISCELLANEOUS.

10.1. *Governing Law.* This Agreement will be governed by the laws of the State of Ohio, without regard to rules and laws governing conflicts of law.

10.2. *Binding Effect.* This Agreement will be binding upon and will inure to the benefit of School and University, their respective legal representatives, heirs, personal representatives and other permitted successors and assigns, as applicable.

10.3. *Merger.* This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes any prior agreements or understandings, whether oral or written, express or implied, between the Parties with respect to the subject matter.

10.4. *Modification and Amendment.* Except as otherwise provided in this Agreement with respect to termination, this Agreement may not be terminated, modified, or amended orally or by any course of conduct or usage of trade but only by an agreement in writing duly executed by the Parties.

10.5. *Severability.* If any provision, term, article, section, subsection, or other part of this Agreement is determined to be unenforceable or invalid, such determination will not affect the remainder of this Agreement, which will be and remain binding and effective as against all Parties.

10.6. *Headings.* Any section, division, or subdivision headings or captions contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

On a motion from Mr. Reeser, seconded by Mrs. DeLong the board approved the Clinical Affiliation Agreement (Diet Technician) with Columbus State Community College as presented.

CLINICAL AFFILIATION AGREEMENT
Diet Technician Program Agreement
Between Columbus State Community College & Circleville City Schools

Purpose Statement

This Agreement is between Columbus State Community College (College), 550 East Spring Street Columbus, Ohio 43215 and Circleville City Schools (Facility) with its principal address as 388 Clark Drive Circleville, Ohio 43113.

College has established a Dietetic Technician Program (Program) certified and accredited by Accreditation Council for education in Nutrition and Dietetics and desires a clinical educational experience for its students in which the students complete 28hrs unpaid hours at the externship site; and Facility desires to provide a clinical facility for College's clinical education program and has the clinical setting and equipment needed for Program;

The parties in consideration of the terms and conditions set forth herein agree as follows:

1: Responsibilities of Facility

1.1 Facility will provide suitable clinical learning experience consistent with the Program's curriculum and objectives.

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- Facility will provide to the extent possible classroom space and facilities, equipment and supplies needed for clinical instruction at Facility in accordance with College's academic calendar and inclement weather policies.
- 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience or serve as a liaison to the College as appropriate in the Program. If the Facility's employee is acting in the role of preceptor, he/she will provide timely feedback regarding student performance to the College faculty member responsible for the student. Facility shall insure that an adequate number of its patients or clients are available to provide the College's students with meaningful clinical experiences. Program students do not replace Facility staff. Facility maintains responsibility for patient care.
 - 1.3 Facility shall permit with reasonable advance notice of its request the inspection of its facilities and pertinent records by college and by agencies/parties responsible for College's accreditation of Program.
 - 1.4 Facility will provide emergency care in case of illness or accident to any participating student, College faculty or staff in the same manner and to the same extent as provided to its own employees. Facility is not responsible for costs. Students are responsible for all costs of emergency or medical treatment resulting from clinical experiences.
 - 1.5 Facility shall maintain all certifications, accreditations and licenses appropriate for its business.
 - 1.6 Facility may generate or otherwise be in possession of confidential educational records regarding the College's students. These records are protected by federal law including inter alia the Family Education and Privacy Rights Act ("FERPA") 20 U.S.C.A. § 1232g, as amended. Facility further agrees that it may not share or disclose student educational records with any party other than the College.

2: Responsibilities of College

- 2.1 College after consultation with Facility shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 College will provide and maintain records and reports necessary for conducting the students' clinical learning experience.
- 2.3 College will provide Facility with a timely announcement or description of the Program, curriculum and objectives to be achieved at Facility. College will provide advance notice of its academic calendar.

3: Application of Facility's Rules & Procedures

- 3.1 College's students and faculty during clinical training at Facility will be under the jurisdiction of Facility officials for training purposes. These persons will be subject to Facility's rules directly related to clinical training.
- 3.2 College will require students and faculty to comply with Facility's policies and procedures. These may include but are not limited to matters relating to conduct such as dress code, safety requirements and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its applicable policies and procedures in advance of the start of the program.
- 3.3 Clinical students will be required to pass a criminal background check and drug screen as required by the Facility and by the College's Background and Drug Screening Guidelines.

4: Student & Faculty Status

- 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety, immunization and physical requirements; 4) current liability insurance; and 5) any additional required documentation. Its signature below represents the College's certification to the Facility that its participants in the Program have met each of the above criteria.
- 4.2 Solely for the purpose of HIPAA requirements, students and College faculty are defined as members of Facility's workforce as that term is defined by 45 CFR 160.103 for activities conducted pursuant to this Agreement. Students and faculty participating in the Program are not employees or agents of Facility while in these roles.

5: Student Removal

- 5.1 Facility may recommend to College the withdrawal of a Program student if: 1) the achievement, progress, adjustment or health of the student does not warrant continuation at Facility or 2) the behavior of the student fails to conform to the applicable regulations of Facility.
- 5.2 Facility reserves the right after timely consultation with College to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility.
- 5.3 College will withdraw a student from placement at Facility if after consultation with Facility personnel the Facility determines such action to be warranted.

6: Term and Termination

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- 6.1 This Agreement shall be effective January 20, 2017 and end on January 20, 2019.
- 6.2 The term of the Agreement may be renewable for successive two year periods on the same terms and conditions subject to one hundred twenty (120) days written notice of non-renewal by either party.
- 6.3 This Agreement may be terminated at any time by either party by giving one hundred twenty (120) days advance written notice. Students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility regardless of the termination notice.

7: Non-Discrimination and Anti-Harassment

- 7.1 Facility and College agree that neither will discriminate against any individual on the basis of sex, race, color, religion, national origin, ancestry, age, disability genetic information (GINA), military status, sexual orientation, and gender identity and expression.
- 7.2 Facility and College agree to prohibit sexual misconduct in any form, which includes sexual harassment and sexual violence or other inappropriate behavior that is of a sexual nature, or based on sex, and directed towards, by or against employees, students, vendors, customers or persons participating in a College program or activity.
- 7.3 Facility agrees to comply with all non-discriminatory and anti-harassment laws to which College is subject. Matters related to non-discrimination and anti-harassment may be directed to EEO Title IX Coordinator, Columbus State Community College, 550 East Spring Street, Columbus, OH 43216.

8: Liability

- 8.1 The parties acknowledge and certify that each maintains liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, and or damage to property to the extent permitted by law. The Parties shall each assume liability for loss, costs, or damages resulting from the negligence attributable or resulting from the actions or omission of its employees, trustees, officers, suppliers or third parties, but shall not be liable for any loss, costs, or damages resulting from the negligence of the other Party. Nothing in this Agreement shall impute or transfer any such liability from one to the other
- 8.2 College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$ 1,000,000 per occurrence and \$3,000,000 aggregate through umbrella coverage. Both Facility and College shall provide proof of such coverage to the other party upon request.

9: Non-Assignment and Subcontracting

Facility shall not assign, transfer or sub contract for services to be performed under this Agreement without the written approval of College.

10: Entire Agreement: Modification

This Agreement including attachments PRECEPTOR GUIDELINES constitutes the entire understanding between the parties. This Agreement may be modified only in writing signed by both parties.

11: Governing Law

This Agreement shall be governed by and construed under Ohio laws. Any litigation arising out of or relating to this Agreement shall be brought only in an appropriate court of this State.

12: Representation of Authority

Each representative executing below warrants and representative has full authority to execute this Agreement on behalf of the party.

13: Notice

- 13.1 Any required notice shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt, or 4) sent by fax or email.
- 13.2 Notice shall be addressed to the following parties: Curt Laird, Ph.D. Chairperson,
Sport & Exercise and Hospitality Programs
Columbus State Community College
550 East Spring Street
Columbus, OH 43215
614.287.2872
614.287.6062 (fax)
Suzie Gerhardt, Director
Circleville City Schools
388 Clark Drive
Circleville, OH 43113

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- 614.287.2217
- 13.3 Notices shall be deemed given upon receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

14: Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable said provisions shall be severed. The validity, legality and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

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

On a motion from Mr. Stevens, seconded by Mrs. DeLong the board voted to enter into executive session at 7:48 p.m. for the purpose of discussion, with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action and specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

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

On a motion from Mr. Stevens, seconded by Mrs. DeLong the Board voted to return from executive session at 8:12 p.m.

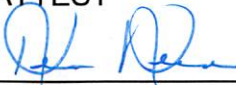
Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 8:13 p.m.

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



President

ATTEST


Treasurer