

BOARD OF EDUCATION REGULAR MEETING

June 28, 2017

The Board of Education met in regular session on June 28, 2017 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Todd Stevens 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.

Mr. Reeser gave his legislative report

Superintendent, Jonathan Davis, presented his report to the board

The Treasurer's report was presented by Kristen Rhoads including the May 2017 warrants and financial reports.

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

Requisitions Over \$5,000:

- JULIAN GRUBE, INC - FY18 & FY 19 Medicaid School Program Procedure Review & GAAP Fees - \$11,300.00
- META - Service Contract - \$115,429.16
- GORDON FOOD SERVICES - FY18 (July -Sept.) Food and Cafeteria Supplies - \$150,000.00
- COCA-COLA BOTTLING - FY18 (July -Sept.) Beverages - \$5,000.00
- NICKLES BAKERY - FY18 (July - Sept.) Food - \$9,000.00
- SYSCO - FY18 (July - Sept.) Food - \$10,000.00
- UNITED DAIRY, INC. - FY18 (July - Sept.) Food - \$20,000.00
- VALLEY WHOLESALE FOODS - FY18 (July - Sept.) Food - \$6,500.00
- MULTI COUNTY JDC - FY18 (July - Sept.) Educational Services for Placed Students - \$15,000.00
- CDWG - FY18 Tech License Renewal - \$9,526.90
- CIRCLEVILLE DEPARTMENT OF WATER - FY18 Sprinkler System - \$6,327.74
- GELLNER INSURANCE SERVICES - FY18 Annual Insurance Premium - \$67,318.00
- VERIZON WIRELESS - FY18 MiFi plan charges - \$5,299.80
- WS ELECTRONICS SOUTH INC. - Mandatory Radio upgrades - \$46,995.14
- G & J PAVING INC - Parking lot improvements - \$165,939.00
- IAP GOVERNMENT SERVICES GROUP INC. - Consulting & Management Fee for parking lot project - \$13,258.53
- NWEA - Online Assessment renewal - \$20,825.75
- PEARSON EDUCATION, INC - Science & Reading Curriculum - \$91,707.95

Annual Blankets:

- HAUGLAND LEARNING CENTER - FY18 Educational Services -Special Needs Student - \$88,500.00
- AMERICAN ELECTRIC POWER - FY18 Electric Costs - \$502,500.00
- AUDITOR OF STATE DAVE YOST - Audit Fees - \$22,000.00
- GUARDIAN RECORDING SYSTEMS - FY18 Computerized Record Storage - \$38,000.00
- HEALTHCARE BILLING SERVICES - FY18 Medicaid Billing Services - \$15,000.00
- I3-EZPAY - FY18 Processing - \$6,000.00

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- OHIO BCI & I - FY18 Background checks - \$5,000.00
- OHIO DEPARTMENT OF JOB AND FAMILY SERVICES - FY18 Charges - \$15,000.00
- SC STRATEGIC SOLUTIONS, LLC - FY18 Document Scanning - \$5,000.00
- VANDYKE, INC. - FY18 Printer/Copier Maintenance - \$61,500.00
- BRICKER & ECKLER LLP - FY18 Legal Fees - \$20,000.00
- CITY OF CIRCLEVILLE - FY18 Water and Sewage - \$35,000.00
- FRONTIER - FY18 Phone Lines - \$13,800.00
- PICKAWAY COUNTY EDUCATIONAL SERVICE CENTER - FY18 Contracted Services - \$50,000.00

Purchase Orders After the Fact:

- CITY ELECTRIC - CES Lightning Strike - \$2,031.45
- DYNAMIX ENERGY SERVICES - HVAC Repairs - \$7,559.00
- DYNAMIX ENERGY SERVICES - CHS Actuator Repair - \$4,126.50
- CAROLINE KOPEC - Reimbursement for mailing labels - \$36.49
- PICKAWAY FIRE EXTINGUISHER - Annual Inspection - \$1,000.00
- SHERWIN WILLIAMS - Paint and Supplies Interior - \$500.00
- CUSTOM MAINTENANCE SERVICE - Bus Repairs - \$4,999.00
- RON'S GLASS - Windshield Bus #13 - \$300.00

Donations:

- S.T.A.R. Ohio - Ohio State University - CES Preschool - \$350
- Anderson Insurance Group - CHS Club Future - \$260
- Vivian Monce - CHS Club Future - \$100
- Jacqueline Rose - CHS Club Future - \$55
- Dave & Leigh Webb - CHS Club Future - \$300
- Walmart Store # 1427 - CHS Choir - \$1,500
- ASD/School Store - CES - \$333.48

Budgets and Philosophies:

- CES Principal's Fund - FY17 Budget Revision (only)
- CES Media Center - FY18 Budget & Philosophy
- CES Principal's Fund - FY18 Budget
- CMS Band - FY18 Budget & Philosophy
- CMS Cheetahs (6th Grade) - FY18 Budget & Philosophy
- CMS 8th Grade D.C. Trip - FY18 Budget & Philosophy
- CMS Junior National Honor Society - FY18 Budget & Philosophy
- CMS Media Center - FY18 Budget & Philosophy
- CMS ROAR- FY18 Budget & Philosophy
- CMS Student Council - FY18 Budget & Philosophy
- CMS Wild Sites - FY18 Budget & Philosophy
- CMS Work Skills (ROAR Store) - FY18 Budget & Philosophy
- CMS Principal's Fund - FY18 Budget & Philosophy
- CHS ACTION (Tiger Claw Cafe)/Student Incentives - FY18 Budget & Philosophy
- CHS Art Club - FY18 Budget & Philosophy
- CHS Band - FY18 Budget & Philosophy
- CHS Business Professionals of America (BPA) - FY18 Budget & Philosophy
- CHS Club Future - FY18 Budget & Philosophy

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- CHS Freshman Class - FY18 Budget & Philosophy
- CHS FCCLA - FY18 Budget & Philosophy
- CHS Junior Class - FY18 Budget & Philosophy
- CHS Key Club - FY18 Budget & Philosophy
- CHS Media Center - FY18 Budget & Philosophy
- CHS Musical - FY18 Budget & Philosophy
- CHS Robotics - FY18 Budget & Philosophy
- CHS Senior Class - FY18 Budget & Philosophy
- CHS Sophomore Class - FY18 Budget & Philosophy
- CHS S.O.S. Club - FY18 Budget & Philosophy
- CHS Student Council - FY18 Budget & Philosophy
- CHS Vocal Music - FY18 Budget & Philosophy
- CHS Yearbook - FY18 Budget & Philosophy

Fiscal Year End Items:

- Approve the Final Appropriations for FY17 and the Final Amended Certificate for F17 and Temporary Appropriations for FY18.
- Approve the Treasurer to make any necessary fiscal year end appropriation adjustments (set balances) and advances to close FY17, to be confirmed at the next board meeting.
- Approve Advances from the General Fund (001-0000) to:
 - 439-9017 - \$5,821.29
 - 599-9317 - \$75,637.22

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 minutes from the May 10, 2017 regular board meeting be approved, as presented.

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 minutes from the May 26, 2017 special board meeting be approved, as presented.

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

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

Employment for the 2016-2017 School Year

- Jenny Rhoads
Assistant Director
CHS Musical
Retroactive to January 1, 2017

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Employment for the 2017-2018 School Year

Certified:

- Aaron Conn
Teacher - Math
CMS
Step: 5 (MA)
- Danielle Wipert
Teacher - Online Academy
Circleville City Schools
Step: 1 (BA)
- Sarah Stitt
Teacher - Intervention Specialist
CES
Step: 0 (MA)
- Rachelle Zuniga
Teacher - Spanish
CHS
Step: 6 (MA)

Classified:

- Terry Conley
Administrative Assistant
Student Services- (7/1/2017 - 7/31/2017)
\$4,164.00
- Valerie West
Bus Driver
\$16.50 per hour

Classified Adjustment:

- Angela Hixon
Cook/Educational Aide
Hours to 8 per day
- Christine Johnson
Educational Aide
Hours to 8 per day
- Lindsey Bay
Educational Aide
Hours to 8 per day

Athletics:

Game Manager

- Keith Downing
- Tim Strawser
- Rock Davis
- Jerry Post

Weight Room Supplemental

- Heath Hinton
- Tyler Cassidy
- Steve Kalinoski

Head Coaches

- Bill Search
CMS Cross Country
Step: 15
- Kevin McCrady
CHS JV Boys Soccer
Step: 1
- Evan Whitten
CMS Boys Soccer
Step: 1

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- Ted Brown CHS JV Girls Soccer
Step: 15+
- Danielle Wipert CHS JV Volleyball
Step: 3
- Sami Corbett CHS Freshman Volleyball
Step: 3
- Mary Hampp CMS 8th Grade Volleyball
Step: 12
- Cynthia Mitchell CMS 8th Grade Cheerleading
Step: 2
- Bobby Lombardo CMS 8th Grade Football
Step: 12
- Trace Hacquard CMS 7th Grade Football
Step: 13

Assistant Coaches

- Tom Strawser CHS Football
Step: 15+
- Dennis (Anthony) George CHS Football
Step: 4
- Luke Katris CHS Football
Step: 7
- Chad Spradlin CHS Football
Step: 9
- Andy Perkins CHS Football
Step: 3
- Gary Lemaster CHS Football (split stipend)
Step: 3
- Jeff Phillips CHS Football (split stipend)
Step: 9
- Nathan Elswick CMS Football
Step: 1
- Joe Lombardo CMS Football
Step: 0
- Joe Stitt CHS Boys Soccer
Step: 3
- Maggie Hacquard CHS Girls Soccer
Step: 0
- Jada Truex CHS Volleyball
Step: 3
- Brian Lennex CHS Cross Country
Step: 1

Volunteers

- Dick Walters CHS Football
- Jill Kempton CHS Volleyball

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Supplementals:

CHS TBT - Building Lead Teachers

- Jennifer Maite Math
Step: 1
- Matthew Fosnaugh Science
Step: 1
- Danielle Mogan English
Step: 1
- Eric Evans Social Studies
Step: 1
- Morgan Phillips Unified Arts
Step: 0
- Fred Styers Special Education
Step: 1

CHS Technology Teacher

- Nic Hamman

CHS Advisors

- Casey Lockard Assistant Band Director
Step: 3
- Brian Bigam Breakfast Club
Step: N/A
- Cynthia Braswell Choral Music Director
Step: 13
- Danielle Mogan In The Know/Quick Recall
Step: 3
- Tami Clark Senior Class
Step: 1
- Maggie Hacquard Sophomore Class
Step: 1
- Danielle Mogan Freshman Class
Step: 1
- Cynthia Braswell Musical Director
Step: 4
- Brian Bigam National Honor Society
Step: 6
- Fred Styers Student Incentives (ACTION/Tiger Claw Cafe)
Step: 6
- Shaina Palda SOS
Step: 1
- Jessica Johnson Student Council
Step: 2
- Monica Lombardo Yearbook
Step: 2

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- Kara Kralik Key Club
Step: 5
- Robert Wright Art Club
Step: 5
- Morgan Phillips FCCLA
Step: 2

CMS TBT- Building Lead Teachers

- Alison Gross Science
Step: 1
- Brooke Paxton Language Arts
Step: 1
- Samantha Corbett Math
Step: 0
- Evan Whitten Social Studies
Step: 0
- Soni Grady Unified Arts
Step: 1
- Lisa Powers Educational Specialists
Step: 0

CMS Technology Teacher

- Millard Good Teacher Technology
- Cheri Farmer Teacher Technology

CMS Advisors

- Cheri Farmer Computer Club
Step: 15+
- Nathan Elswick Class Advisor - 8th Grade (split)
Step: 0
- Sami Corbett Class Advisor - 8th Grade (split)
Step: 3
- Cindy Moats Math Counts
Step: N/A
- Lisa Powers National Jr. Honor Society
Step: 3
- Jill Anderson Student Council (split)
Step: 8
- Janet Wastier Student Council (split)
Step: 11
- Evan Whitten Builders Club
Step: 2
- Mark Schoenbeck Band Director
Step: 15+

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CMS Volunteer Advisors

- Millard Good Advisor Cheetahs/6th Grade
- Brooke Paxton Advisor ROAR
- Janet Wastier Advisor ROAR
- Lisa Powers ROAR Store (Work Skills Program)
- Wendy Jordan Wild Sites

CES TBT - Building Lead Teachers

- Angela Smith Pre-School
Step: 1
- Beth Jacobs Kindergarten
Step: 1
- Tisha McMurray 1st Grade
Step: 1
- Viv Monce 2nd Grade
Step: 0
- Kim Hastler 3rd Grade
Step: 1
- Abby Strausbaugh 4th Grade
Step: 1
- Amy Dobbelaere 5th Grade
Step: 1
- Andi Hoskins Unified Arts
Step: 1
- Sarah Mastrine Educational Specialist
Step: 1
- Lynda McLaughlin Educational Specialist
Step: 1

Resignations:

- Tiffany Lewis Intervention Specialist
CMS
Effective: End of 16-17 School Year
- Emily Schillig Intervention Specialist
CES
Effective: End of 16-17 School Year
- Lainey Viau Teacher - Spanish
CHS
Effective: End of 16-17 School Year
- Bobby Lombardo Baseball Head Coach
CHS Varsity
Effective: End of the 2017 Baseball Season

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Retirements:

- Terry Conley Administrative Assistant
 Student Services
 Effective: July 31, 2017
- Karen Borland School Nurse
 Effective: December 31, 2017

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 Head Start Agreement as presented.

COLLABORATIVE AGREEMENT BETWEEN PICCA HEAD START AND CIRCLEVILLE CITY SCHOOLS

EFFECTIVE DATE OF THIS AGREEMENT: AUGUST 1, 2017 – JULY 31, 2018

As part of the LEA agreement between Pickaway County Community Action Org., Inc. (PICCA) Head Start and the Circleville City School District Special Education Unit, a joint classroom will be shared and operated at the following location: Circleville Elementary School, 100 Tiger Drive, Circleville, Ohio 43113.

Circleville City Preschool will serve as a fiscal agent for the unit of children it will enroll and shall provide the following:

- A special education licensed teacher.
- A substitute teacher when needed.
- A classroom aide and substitute when needed.
- Related services such as OT, PT and Speech as required to appropriately serve children with an IEP in the preschool unit.
- Periodic supervision of the teacher and related service personnel.
- A classroom for conducting classes Monday-Friday for a maximum of eight (8) Circleville City School District preschool children identified with an IEP and eight (8) PICCA Head Start children identified without an IEP.
- Instruction of all supplies and specialized equipment needed to meet specific needs of children with special needs.
- In-service training as needed.
- In-kind contribution for salary and fringe paid by Circleville City Schools to their special education licensed teacher, OT, PT, Speech Therapist, and itinerant teachers who also provide services to PICCA Head Start enrolled children. In-kind contribution will be for the portion of salaries for these positions that are not supported by federal funds.
- Opportunity for shared planning time with PICCA Head Start educational staff.
- Shared instructional supplies and classroom equipment.
- Transportation services to transport children to and from school.
- Lunch and snack for children enrolled, classroom staff and program volunteers.
- Playground and gymnasium usage.
- Participate fully in Ohio's SUTQ rating system and submit annual reports.

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PICCA Head Start agrees to provide the following:

- A PICCA Head Start teacher.
- Shared instructional supplies and classroom equipment.
- Substitute staffing for PICCA Head Start teacher.
- In-service training with PICCA Head Start staff.
- Health services including: dental, vision and hearing screenings for all CCS preschool students and assistance to families to access follow-up assessment and treatment.
- Family services– resource and referral.
- Administrative support for educational and family support and health services.
- Transportation for field trips.
- Support preparation for all requirements for SUTQ rating.

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 Pickaway County Educational Service Center Agreement for \$240,716.00 as presented

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2018
Pursuant to O.R.C.3317.11 (D)

ESC Name: Pickaway County ESC ESC IRN: 049072
District: Cireleville City County: Pickaway
District IRN: 043760

The above named parties have entered into a contract for Special Education and other services for Fiscal Year 2018 in the annual \$240,716

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on semi-monthly basis throughout the fiscal year.

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

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

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On a motion by Mrs. Rothe, seconded by Mrs. DeLong, the board approved the radio contract with WS Electronics for a total of \$46,995.14 as presented.



W S Electronics, LLC Radio Service Contract

1.0 Service Availability

1.1 General

W S Electronics, LLC. will provide maintenance service to _____ herein after referred to as Customer. The service will be provided by W S Electronics, LLC.

The services described herein are to be provided under the Contract between Customer and W S Electronics, LLC.

The total liability of W S Electronics, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, service, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the furnishing of any service shall not exceed the value of such services. Any such liability shall terminate upon expiration of the service period.

1.2 Equipment Maintenance

PREVENTIVE MAINTENANCE

(a) W S Electronics, LLC, in accordance with its standard practice, will inspect the Customer's communications equipment listed, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition, provided that such services and maintenance are necessitated by normal usage of the equipment. A preventive maintenance inspection will be rendered to the equipment by the Service Station at the time repairs are required.

STANDARD SERVICE

(b) Upon notice to the Service Station of the failure of a mobile unit or personal product, a technician will make repairs or adjustments as soon as possible to place the units back into normal operating condition. Standard service shall be performed only during normal working hours. All portable and mobile units will be brought/shipped to one of our service stations for repair. Upon request of the customer the service technician will go to the Customer's service building to repair mobile terminals. If it is found that the problem is in the radio the technician will remove the radio, install loaner equipment if available, and take the radio to the service station for repair. Once the repair is complete the mobile will be reinstalled in the vehicle it came out of.

EMERGENCY SERVICE

(c) Not covered by the Standard Service Contract. Emergency maintenance shall provide 24 hour, 7 day per week maintenance on contractor supplied equipment as follows. Within one (1) hour of notice to the designated Service Station a technician will be dispatched to perform emergency service as may be required to restore mobile units, handheld radios, pagers, etc., to normal operation. If emergency service is required outside of normal working hours, the customer agrees to pay promptly upon receipt of invoice for such emergency service, at the current over time rates. Parts will still be covered under the contract.

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1.3 Extra Services

Upon the request of the Customer and at rates in effect at the time of performance, W S Electronics will:

- (a) Reinstall any communication equipment in vehicles or at location different from where originally installed.
- (b) Install additional communication equipment.
- (c) Arrange for service of towers, tower lights, tower antennas and tower transmission lines.
- (d) Repair and restore to normal operational condition any communication equipment not listed under the contract, but forming a part of the Customer's communication system. Such as VHF radios, pagers, or station decoders.
- (e) Make improvements in the Customer's communication system possible as a result of progress in the technical art.
- (f) If W S Electronics, LLC, finds that any communication equipment of the Customer has been altered or repaired by others, or has been misused, in such a manner as in the opinion of W S Electronics, LLC, to affect reliability or detract from performance, W S Electronics, LLC, is under no obligation to repair the equipment, but will bring the condition to the attention of the Customer, outline the work which should be performed to restore the equipment to normal operating condition, and upon the request of the Customer perform such work at the current rates for labor and materials.
- (g) Lost / stolen equipment will not be covered under the contract.

1.4 Replacement Parts

W S Electronics, LLC, will replace parts in covered equipment with OEM parts when available or with comparable parts. Such replacement will be made when through the normal and proper use of the equipment; replacement parts are made necessary to restore normal operating condition. Batteries are not covered under this service contract.

1.5 W S Responsibility

W S Electronics, LLC, warrants that all services performed on equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the manufactures published specifications.

It is further agreed that W S Electronics, LLC, has no responsibilities with respect to the installation, service, and maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by W S Electronics, LLC. W S Electronics, LLC, further shall not be responsible for modifying or making additions to the communication system of the Customer possible as a result of progress in the technical art unless requested and paid for by the Customer as herein above provided.

1.6 Annual Programming

W S Electronics, LLC will once a year provide a free of charge reprogramming of radio terminals covered under the service contract held between the Customer and W S Electronics, LLC.

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1.7 Additional Equipment

If at any time Customer and W S Electronics, LLC, desire to include any additional communications equipment within the scope of this Agreement, they may do so by mutual written agreement provided that such equipment is added at rates in effect at time of performance.

1.8 Service Costs

Costs are as on attached equipment list.

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 the contract with Innovative Architect Planners and G & J Paving for parking lot repairs at a cost of \$179,197.53 to be paid out of the Permanent Improvement Fund.

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 Service Contracts with META Solutions as presented at a cost of \$115,429.16.

(contract begins on next page)

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MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (hereinafter the "Agreement") is made this the _____ day of _____, 20____ between META Solutions, an Ohio Regional Council of Government whose principal office is located at 100 Executive Drive Marion, OH 43302 (hereinafter "META") and Circleville City School District whose address is 388 Clark Drive, Circleville, Ohio 43113 (hereinafter "Owner"), (each a "party" and together "parties").

WHEREAS, META is an information technology center comprised of a consortium of member school districts (hereinafter the "Member Districts") and is organized as a regional council of government as defined in Ohio Rev. Code Chapter 167;

WHEREAS, Owner is an organization authorized by the Ohio Department of Education to utilize services of an information technology center; and

WHEREAS, META shall provide information technology services as hereinafter described to Owner.

NOW, THEREFORE, for the agreements outlined herein and other good and valuable consideration the parties hereby agree as follows:

1.0 Responsibilities of META.

1.1 META shall perform all work and do all things necessary to perform the information technology services on behalf of Owner, as described in Schedule I attached hereto and identified as "Services Manifest", which includes the scope of the work and other particulars with respect to the information technology services as more fully laid out in this section of the Agreement (hereinafter referred to as the "Services"). Services shall be provided in conformity with the policies of META generally applicable to recipients of similar services, as such policies currently exist or are hereafter adopted or amended.

1.2 META shall provide Owner with sufficient training opportunities as necessary for the Owner to effectively utilize the Services, based upon mutual agreement between the parties.

1.3 META will be the point of contact for all service problems experienced by Owner related to the provision of Services. If Education Management Information System ("EMIS") Services are provided as included Services under this Agreement, META will work with Owner to fix EMIS fatal errors that may be generated regarding Owner's data.

1.4 META will comply with any security standards necessary to meet state and federal auditing requirements.

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to

Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner's agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner's execution of a separate agreement with META concerning the same.

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1.7 META reserves the right to discontinue Owner's access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties' expectations regarding the Owner's conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.¹ META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

2.0 Responsibilities of Owner.

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

2.4 If data conversion is necessary in the course of providing Services and available from META, Owner shall pay META for data conversion costs as billed by META or, alternatively, Owner agrees to procure the necessary data conversion services from a third party vendor within a reasonable amount of time.

2.5 Except as specifically provided in this Agreement, Owner shall be responsible for maintaining the hardware and connections necessary to access the Services provided under this Agreement, including internet access, Local Area Networks, and other utilities as needed.

2.6 Owner shall not resell access to any of the Services provided under this Agreement.

2.7 Owner may utilize the Services provided hereunder only for educational and educational administrative-related services.

2.8 If requested for an audit of META or its Services, Owner will, to the fullest extent permissible under the law, provide such information as META or its auditors may request.

2.9 Owner shall be solely responsible for unauthorized access to the Services or data.

2.10 META will require current written authorization from Owner authorizing user access to, or the discontinuance of access to, username and password protected data.

2.11 Owner understands and agrees that, except as required by state and federal regulations, META will exercise no control over the information that Owner and its users may transmit and receive as a result of the provision of Services by META. Owner assumes full responsibility for any and all access to, transmission, and usage information accessed or sent by its users through the Services.

2.12 Owner understands and agrees that META shall have no responsibility for the Owner's or its users' accessing or transmitting offensive or unlawful information, interference, or unlawful access to others' information or networks, or other offense or unlawful activity for which the Services may be used. To the extent Owner violates any agreements between META and any third-party related to the Services, Owner shall be solely responsible for all damages related to such violation.

2.13 Owner understands and agrees that nothing contained in this document has any impact on whether Owner is a member of META or any of counsel of government as such membership is controlled through separate membership agreements.

2.14 Any violation of these requirements of Owner contained in this Agreement, the rules and regulations of the State Board of Education, federal law, or state law, or for knowingly permitting or encouraging unauthorized access to the Services may result in termination of Services to Owner and/or could result in legal action against Owner.

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3.0 **The Contract Documents.** The Contract Documents consist of this Agreement and any Exhibits attached hereto, and any agreements with third-parties which currently impact the Services to be provided under this Agreement. These documents shall be a part of this Agreement as if attached to this Agreement or repeated herein. META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.

4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2017 and shall continue until June 30, 2018, (hereinafter the "Contract Term") subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

5.0 **Contract Price and Payment by Owner.**

5.1 META is specifically authorized to bill and collect monies for the Services provided directly to and from Owner. Owner shall pay a fee of \$15.25 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the "Contract Price") along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.

5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META's sole discretion may elect to either 1. Suspend the Services of Owner until Owner has paid its balance in full; or 2. Permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.

6.0 **META's Responsibilities and Warranties.**

6.1 OWNER EXPRESSLY AGREES THAT USE OF META'S SERVICES UNDER THIS AGREEMENT ARE AT OWNER'S SOLE RISK. OWNER ALSO EXPRESSLY AGREES THAT THESE SERVICES ARE PROVIDED ON (a) AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (b) NO ADVICE GIVEN BY META'S EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE EMPLOYEES OF META'S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND; and (c) UPLOADING, DOWNLOADING, STORING, TRANSMITTING, AND OTHERWISE ACCESSING OR DISTRIBUTING INFORMATION VIA THE SERVICES BY OWNER AND/OR THEIR USERS IS AT OWNER'S OWN RISK.

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6.2 OWNER ALSO EXPRESSLY AGREES THAT META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META'S SERVICES BY OWNER OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY THE OWNER IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

6.3 META shall not be liable for failure to provide Services if such failure is caused by any cause outside of META's control, acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.

6.4 META shall not be liable as a result of the actions, errors, omissions, or negligence of Owner or its personnel, employees, agents, or users.

6.5 META shall not be liable with regards to third parties for any action, error, omission, or negligence of Owner and/or its users.

7.0 **Changes in the Services.** There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.

8.0 **Indemnification.** To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 **Ownership of Property.**

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 **Confidentiality.** META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 **Termination by Owner.** If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall

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notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of such written notice, META shall have thirty (30) days to conform its behavior to meet the requirements of this Agreement. In the event that META is still in breach of this Agreement at the expiration of this thirty (30) day period without reasonable cause, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement.

12.0 **Assignment.** This Agreement and Owner's rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of META.

13.0 **Miscellaneous Provisions.**

13.1 This Agreement shall be construed in accordance with, and governed by, the laws of the state of Ohio. The parties agree that any action brought by either party against the other in state court shall be properly venued only in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venued only in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

13.2 There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

13.3 This Agreement along with all exhibits attached hereto and other Contract Documents represents the entire agreement between the parties on this subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. If any of the provisions contained in this Agreement, as amended from time to time, are inconsistent with the provisions of the other Contract Documents, then the provisions of this Agreement, as amended, shall prevail.

13.4 The obligations, warranties, and representations of either party under this Agreement that are of a continuing nature shall survive expiration or termination of this Agreement, unless otherwise explicitly agreed to in the Contract Documents or by operation of law.

13.5 No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

13.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

13.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

13.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

13.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

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13.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

14.0 **Signatures.** By signing this Agreement, the individuals indicate all of the following:

14.1 They are authorized to sign on behalf of their respective entities; and

14.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

14.3 All information provided in connection with this Agreement is true and accurate; and

14.4 This Agreement has been approved by formal action of the Board of the respective party; and

14.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

FOR OWNER:

Circleville City School District

Schedule I Contracts

META Solutions Schedule I contracts include the following services in the \$15.25/ADM charge.

- **Fiscal Support for State Software**
META's Fiscal Services Department consists of licensed Ohio treasurers and staff with extensive experience in providing fiscal software support for school districts. Our team will work closely with your staff to assist with local and state supported software needs, including USAS, USPS and EIS.
- **SIS Support for any SIS Package: PowerSchool, ProgressBook (Including GradeBook), & Infinite Campus**
Each SIS offering is supported by a META team that is highly-trained in the software. Our teams offer ongoing training and communication to ensure your staff members are making the most of your SIS!
- **EMIS Support**
META provides training and support to make the experience of aggregating and reporting data to the Ohio Department of Education go as smoothly as possible.
- **META Purchasing Cooperative Membership**
META Solutions' Purchasing Cooperative analyzes costs, negotiates with vendors, and makes recommendations for products and services that have been submitted for competitive bidding. Our number one goal is to save schools time and money, and we do so by effectively providing an online marketplace of quality goods and services at substantially lower prices.

Additional Services Available

META Solutions offers many additional services to member and owner districts. These services are not included in the \$15.25/ADM membership fee.

Additional Technology Offerings:

- Access & Networking Support
- Application Development
- Cisco Networking Academy Support & Instructor Training Center
- Document Management & Imaging (OnBase)
- E-Rate Service Provider
- On-Site Technician Services
- Server Hosting
- SPAM Filtering
- VoIP
- Wireless AP Management

Additional Core Offerings:

- DataMAP - Analytics for student assessment data
- eFinancePLUS - Financial ERP Software
- EMIS Extended Support
- Library Services/INFOhio
- PowerSchool Extended SIS Support
- Special Services for IEP Anywhere Support - Special education software including IEPs
- VirtualClassroom - Learning management system

Other Offerings:

- Medicaid Billing Service
- Professional Development
- Utility Auditing

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SERVICE AGREEMENT EMIS SERVICES

This agreement for the provision of EMIS Services ("Agreement") is entered into between META Solutions ("Provider") and the Circleville City School Board of Education ("Customer").

I. Term. This Agreement shall be effective starting July 1, 2017 through and until June 30, 2018.

II. Description of Services: EMIS Services

1. Student Information System "SIS" - Provide support only for that side of SIS that drives EMIS data. Support may include training for purposes of ensuring that correct coding is entered into the SIS software.
 - a. It is the sole responsibility of Customer staff to attend META sponsored trainings to ensure that SIS data will be correctly reported for EMIS processing.
2. Provide training for data input and/or adjustment on the EMIS data.
3. Aggregate and correct EMIS data for each applicable reporting period.
 - a. Correction of aggregation errors resulting from data incorrectly entered at the building/district level shall be the responsibility of Customer staff.
4. Responsible for ensuring that EMIS data is submitted to O.D.E. in a timely manner.
5. Serve as a resource to the superintendent for interpretation of EMIS reports and district accountability reports.
6. All issues dealing with other aspects of SIS not directly connected to EMIS will be handled by the META Student Services Department. This may include, but not limited to, attendance, report cards, scheduling or grading.
7. The EMIS consultant and META assume no liability for data incorrectly reported by the Customer employee who is responsible for such data following the advice or direction of the consultant where the Customer employee does not seek training, assistance or review of such data.
8. The individual data entry into SIS for reporting gifted students, homeless, economical disadvantaged, discipline or all other special education data shall be the responsibility of Customer staff with support from your service contractor.
9. All fiscal reporting requirements will be the responsibility of the Customer's treasurer's office with the support from your EMIS service contractor.

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META \$15,250.00 over the term of this Agreement, payable according to META's quarterly invoice terms.

IV. Additional terms.

- A. **Change Orders.** Changes to an Agreement may only be made by written change orders ("Change Orders"), signed/authorized by the parties, setting forth the nature of the change and the specific amendment to the applicable portions of the Project Agreement, including a fee or hours required estimate for the revised Project scope. The terms and conditions of this Agreement may not be amended by a Change Order, but only by written amendment as provided in this Agreement.

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- B. Performance. META represents and warrants that it shall: (i) perform all services provided under this Agreement in a timely, workmanlike manner consistent with industry standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this Agreement. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Customer may not control the manner or determine the method of accomplishing the Services. The Customer may, however, require personnel of META to observe at all times the written security and safety policies of Customer. In addition, the Customer shall be entitled to exercise a broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.
- C. Assignment of Personnel. META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer's health, safety, security, and environmental practices, policies and procedures while on a Customer owned or operated site. Customer may request that META remove any META employees or agents not so complying.
- D. Warranties. Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY META OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- E. PROPERTY
1. Any hardware and/or software installed by Provider in regards to the Services provided under this Agreement remain the property of the Provider. In the event this Agreement is terminated, Customer agrees to permit Provider to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.
 2. Any data files shall remain the property of Customer. In the event this Agreement is terminated, Provider agrees to return all available files to Customer as soon as may be reasonably practicable after the date of termination.
- F. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
- G. Assignments. This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- H. Modification, Waiver, Discharge, etc. This Agreement may not be discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

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- I. Captions. The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- J. Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.
- K. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- L. Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.
- M. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

- N. Construction. This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflict of laws provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the terms "include" or "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.
- O. Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the use of the Services. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- P. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and limitations on liability. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

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 Pearson contract for Science and Reading Curriculum for grades 4 - 8 as presented at a cost of \$91,707.65 to be paid out of the Permanent Improvement Fund.

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 contract with NWEA for Student Assessment resources for grade K-12 as presented at a cost of \$20,825.75.

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

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On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the facilities agreement with Berger Health Partners for the operation of the Berger Tiger Care Clinic at Circleville Elementary School as presented.

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is entered into by and between the Circleville City School District Board of Education (the "Board") and Berger Health Partners ("Berger").

Recitals

Whereas, the Board is a political subdivision of the State of Ohio, and owns certain real property located at 100 Tiger Drive in which it wants to establish a school based health clinic.

Whereas, Berger desires to rent space at 100 Tiger Drive in order to staff and operate a school based health clinic pursuant to the terms set forth in this Agreement.

Recitals

Whereas, the Board is a political subdivision of the State of Ohio, and owns certain real property located at 100 Tiger Drive in which it wants to establish a school based health clinic.

Whereas, Berger desires to rent space at 100 Tiger Drive in order to staff and operate a school based health clinic pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, INTENDING TO BE BOUND BY THIS AGREEMENT, the parties agree as follows:

1. **Premises.** The Board will rent space to Berger located at 100 Tiger Drive sufficient for the operation of a school based health clinic (the "Premises"). The clinic shall be called the Berger Tiger Care Clinic ("Clinic"). The Premises are not currently needed for school purposes from August 1, 2017 through July 31, 2018.
2. **Term.** The term of this Agreement will be from August 1, 2017 through July 31, 2018. Berger shall be entitled to use the Premises from 7am to 5pm on days when school is in session.
3. **Termination.** Either party shall have the right to terminate this Agreement, with or without cause, by providing ninety (90) days written notice to the other party at the address set forth below. The Board of Education may terminate the lease upon determination by the board that the property is needed for school purposes.
4. **Fees.** Berger shall pay the Board the fee of one dollar (\$1.00) for use of the Premises ("Rental Fee"). The Rental Fee shall be due upon execution of this Agreement.
5. **Use.** Berger may use the Premises to host a school based health center to provide treatment to students and school staff for minor acute illnesses or injuries including the provision of basic clinical testing, as determined by the Clinic certified nurse practitioner or physicians and the student's parent/guardian. Berger acknowledges and agrees that its use of the Premises shall be limited to the provision of treatment to students and staff of the Circleville City School District and the Berger shall not use the Premises to provide treatment to

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members of the public. Berger's staff members remain the employees of Berger and are not employees or independent contractors of the Board. Berger represents and warrants that it has in place, and will maintain, adequate insurance, including general liability, professional liability, workers' compensation, unemployment and any other necessary insurance to cover Berger's services provided pursuant to this Agreement. Employees will not represent to families or students that they are employees of the Board. Berger shall be entitled to bill the students/parents and staff for services provided at the Clinic

6. **Joint Venture.** This Agreement does not create, and shall not be construed as, a joint venture.
7. **Disclaimer.** Berger agrees that it will post a sign at the Clinic that includes the following statement:

Berger Health Partners is a non-profit 501(c)(3) entity that is not part of the Circleville City School District, is not affiliated with the District and is not endorsed by the District. Rather Berger Health Partners is using the District's facility with permission as a convenience to Circleville families. Your child's education records and personally identifiable information contained within them will not be shared with Berger Health Partners without your permission.
8. **Building Expenses.** The Board will continue to operate, maintain, repair, and insure the Premises during the Term of this Agreement. The Board shall provide janitorial and utility services and an internet connection for the Premises.
9. **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.
10. **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 Partners 600 N. Pickaway Street Circleville, OH 43113 ATTN: Director
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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 Mrs. DeLong, seconded by Mr. Reeser, the board approved the policy renewal for Property, Fleet and Liability Insurance with Anderson - Gellner Insurance as presented at a cost of \$68,892.00 annually.

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

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On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the board approved the contract with Kim Ranney for sport, club, and special event photography as presented.

This is to outline a proposal for the 2017-2018 photographic services to Circleville High School.

Programs/sports/band

1. Kim Ranney will provide adequate amount of photographers for all photography needs.
2. Kim Ranney will provide all images for programs and yearbooks within 72 hours of taking the photos.
3. Kim Ranney will provide high quality images both in B&W and color.
4. Kim Ranney will provide the flexibility that is needed for all photo shoots.
5. Kim Ranney will provide any off-site photos to be used for local business ads at no charge.
6. Kim Ranney will provide photographers for all school special events. (parents night fall and winter, homecoming dance, sweetheart dance, prom and graduation)
7. Kim Ranney will provide photographs for academic student of the week or athlete of the week.
8. Kim Ranney will provide each coach in the team photos with an 8x10 copy of the team photos.
9. Kim Ranney will provide 8x10 photos for all team sponsors.
10. Kim Ranney will donate 15% of all photographs sold to Circleville High School.
11. Kim Ranney will provide 20x24 collages of all sports teams with frame.

Prom/Homecoming

Kim Ranney will provide backgrounds for all dances. They will be provided for approval by students and faculty. We request themes be given as early in the school year as possible. We will require adequate space to take pictures in and request access to the space 12 hours ahead of the event.

Kim Ranney will donate 15% of all photographs sold to Circleville High School.

Seniors

For any seniors who did not get senior photos taken we will set aside a day to take head and shoulder shots at no charge to those students.

We will provide a photographer for the senior class photo.

Each senior from Circleville senior will receive a \$50 credit towards their senior package.

Choir/Clubs/Plays

Kim Ranney will provide photographers for all school events. We will take individual and group photos.

Kim Ranney Photography will also provide photographic services for the following:

1. Parents Night Fall
2. Parents Night Winter
3. Hall of Fame

If there is anything else you need please don't hesitate to ask.
Thank you for taking the time to consider Kim Ranney Photography.

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

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On a motion by Mrs. DeLong, seconded by Mr. Stevens, the board tabled the contract with Haugland Learning Center to get clarification on the services included.

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board approved the contract with G & J Paving for improvements to the Elementary Playground as presented at a cost of \$28,369.00. to be paid out of the Champions Complex Fund.

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 two (2) year contract with Julian & Grube for Medicaid School Program Agreed Upon Procedures as presented for July 1, 2017 - June 30, 2019 at \$2,000.00 annually.



Julian & Grube, Inc.
Serving Ohio Local Governments

333 County Line Rd. West, Westerville, OH 43082 Phone: 614.846.1899 Fax: 614.846.2799

June 16, 2017

Ms. Kristen Rhoads, Treasurer
Circleville City School District
388 Clark Drive
Circleville, Ohio 43113

Dear Ms. Rhoads:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Circleville City School District.

We will apply the procedures which were agreed to by the Circleville City School District (the "District"), as required by all Ohio Department of Education (ODE) - Medicaid School Program (MSP) provider agencies in accordance with the Ohio Administrative Code (OAC) sections 5160-35-01 through 5160-35-06. These rules require that the cost report is examined by an independent public accounting firm using the agreed-upon procedures attached in Exhibit A (or as updated and revised as posted on the ODE MSP website for the cost report period) for the cost report periods of July 1, 2017 to June 30, 2018 and July 1, 2018 to June 30, 2019. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of ODE and the parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in Exhibit A either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement. The procedures described in Exhibit A may be revised by ODE at their discretion. We will perform the agreed-upon procedures using the latest version of the procedures as provided by ODE.

Because the agreed-upon procedures attached in Exhibit A do not constitute an audit, we will not express an opinion on the District's financial statements or any elements, accounts, or items thereof as part of this engagement. In addition, we have no obligation to perform any procedures beyond those specified in the agreed-upon procedures listed in Exhibit A.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the information and use of the District, ODE and specified users and is not intended to be, and should not be used by anyone other than these specified parties who have agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Our report will contain a paragraph indicating that, had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The District is responsible for the presentation of the cost reports in accordance with OAC rules 5160-35-01 through 5160-35-06 and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

BOARD OF EDUCATION REGULAR MEETING

June 28, 2017

Steven C. Julian or Mark A. Grube will be the engagement partner assigned to the engagement and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The employees of J&G are not "public employees" for the purpose of the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System of Ohio (SERS).

The engagement for the cost report period July 1, 2017 to June 30, 2018 will be completed by December 31, 2019 or within 90 days of our receipt of the completed cost report. The engagement for cost report period July 1, 2018 to June 30, 2019 will be completed by December 31, 2020 or within 90 days of our receipt of the completed cost report. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the cost reports in accordance with OAC sections 5160-35-01 through 5160-35-06.

Our professional fees to perform the agreed-upon procedures will be at an hourly rate of \$70. This rate includes all expenses: i.e., you **will not** be billed additional amounts for any out-of-pocket charges we incur. Regardless of the number of hours incurred, J&G will guarantee that the total cost to the District will not exceed the following maximums:

Cost report period July 1, 2017 to June 30, 2018	\$2,000
Cost report period July 1, 2018 to June 30, 2019	\$2,000

The fee estimate is based on anticipated cooperation from District personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

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 accepted the 2016 - 2017 second semester Bullying Report as presented.

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 accepted the following NEOLA Policies as listed.

po9270, po2431, po8500, po8452, po8340, po8330, po8320, po8310, po8210, po7217, po2430, po2430.02, po6700, po6423, po6320, po0150, po6233, po5630.01, po5610, po5200, po5111, po5111.03, po5111.01, po4217, po3217, po3120.08, po2623, and po2461

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 entered into executive session at 7:55 p.m., returning to open session at 8:30 p.m.

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

BOARD OF EDUCATION REGULAR MEETING
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On a motion by Mr. Stevens, seconded by Mr. Bradhurst, the board voted to adjourn the meeting at 8:31 p.m.

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



President

ATTEST



Treasurer