

BOARD OF EDUCATION REGULAR MEETING

March 8, 2017

The Board of Education met in regular session on March 8, 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

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

Superintendent, Jonathan Davis, presented his report to the board

CHS Principal Chris Thornsley presented on Club Future, stating they have raised the majority of the funds needed to fund the club for this school year and have a sustainability plan in place for future years. In addition he talked about the accumulation of graduation points toward graduation pointing out that CHS class of 2018 is trending above the state average for on track to earning the required number of graduation points.

Ryan Scribner representing P3 (Pickaway Progress Partners) presented, sharing information about what businesses are coming to Pickaway County and what goes into attracting investors to our area.

The treasurer's report was prepared by Kristen Rhoads and presented by Mr. Davis including the February 2017 warrants and financial reports.

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

Requisitions Over \$5,000

- GORDON FOOD SERVICES - Food for FY17 \$150,000.00
- COCA-COLA REFRESHMENTS USA - Food for FY17 \$5,000.00
- NICKLES BAKERY - Food for FY17 - Food for FY17 - \$9,000.00
- SYSCO - Food for FY17 - \$10,000.00
- UNITED DAIRY - Food for FY17 - \$20,000.00
- VALLEY WHOLESALE FOODS - Food for FY17 - \$5,000.00
- MULTI-COUNTY JUVENILE DETENTION CENTER - Educational Costs - \$15,000.00
- PICCA - Transportation of special needs students - \$12,000.00
- STEP BY STEP - Educational services for special education student - \$12,900.00
- TIERNEY - 8 Projectors - \$7,992.00

Purchase Orders After the Fact:

- MILITERRIERS, INC - Staff Education CES - \$250.00
- M2 BEDBUGS LLC - Chemical Treatment - \$375.87, \$451.00
- MICRO SYSTEMS - CHS Paper - \$282.50

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- Steve Meadows CMS Baseball Volunteer

Volunteers:

- Samantha Jordan CMS Extra Mile Volunteer

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

On a motion by Mrs. Rothe, seconded by Mr. Stevens, the board approved the unpaid leave request by Lindsey Bay (CES Aide) for March 17, 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 requested sick bank days for Jeanne McCall - 8 days (March 13-22, 2017)

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 requested sick bank days for Judy Roundhouse- 9 ½ days

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 calendar as presented for the 2017-2018 school year.

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

On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the board approved the following chaperones for the CHS Band trip to Disney World (approved on April , 2016) Scott Tennant, Mark Schoenbeck, Dietra Azbell, Donna Reed, Cathy Steinhauser, Kim Pohl, and Dan Pohl.

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 voted to rescind the establishment of committee appointments created at the February 8, 2017 board meeting.

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 Joshua Thomas and 9 members of the Circleville High School Robotics class to attend the National Robotics Challenge in Marion, Ohio on April 6, 7, and 8, 2017.

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

On a motion by motion by Mrs. Rothe, seconded by Mr. Bradhurst, the board approved the contract between the YMCA of Central Ohio and Circleville City School District for swim lessons for all second grade students at Circleville Elementary, starting April 19, 2017 and ending May 12, 2017.

Use of Facilities Agreement

This use of facilities agreement is between the YMCA of Central Ohio and Circleville City School District Board of Education, hereinafter respectively called the YMCA and the user. The agreement provides for use of our pool, for Thursdays and Fridays starting March 23, 2017 to May 5, 2017 from 12:50 p.m. to 2:50 p.m. for YMCA Swim Lessons free of charge. Use of YMCA family locker rooms shall be provided to the user at no charge.

IN CONSIDERATION of being permitted to utilize the pool and family locker rooms, of the YMCA for Swim Lessons, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, caused by the user while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein, to the extent allowed by law.

THE USER HEREBY ASSUMES RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's actions at the YMCA premises, including but not limited to use of YMCA's equipment or facilities.

THE USER further expressly agrees that the forgoing RELEASE AND WAIVER AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Ohio, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- a. The user shall not violate any city, county, or state law in or about the said premises. b. The user shall not assign this agreement without written consent of the YMCA.
- c. The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability

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insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.

d. The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation

e. CHAPERONES -The user shall provide at least one adult over the age of 21 who will be responsible for the conduct of the group. For groups with children under the age of 12, user will provide one adult for every 10 youth. For groups with children between 13 and 18, user will have one adult chaperone for every 15 youth. These chaperones should be easily identifiable to YMCA staff through nametags, shirts, or some other means and should be positioned evenly throughout the building during the rental.

f. SWIMMING POOL - all YMCA pool rules are applicable. All participants under the age of 18 must be swim tested to be in the deep end of the pool, regardless of swimming ability. All deep end swimmers are to wear a wristband provided by the YMCA throughout the duration of the rental. For rentals with 40 participants or less, the YMCA will provide at least one building supervisor on site who is trained and currently certified in CPR/AED, O2, and First Aid. For rentals with over 40 participants, the YMCA will devote two such staff members. For every 40 participants added, another YMCA staff member will be provided.

g. GENERAL RULES - Participants are not permitted to come and go from the building at the start of the rental. Once all participants and chaperones have entered the building, they should only be allowed to leave and return in case of an emergency. Once all participants are in the building, YMCA staff will introduce themselves and discuss house rules, expectations, where certain activities will be held, and any safety considerations. Any groups that come to the YMCA for an event without a completed Certificate of Insurance, contract, chaperones, or fees will be turned away at the time of the event until they meet these requirements.

h. This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.

i. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT T, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

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 service agreement with South Central Ohio Computer Association for Data Backup services from January 1, 2017 - June 30, 2017.

SERVICES AGREEMENT DATA BACKUP SERVICES

This agreement for the provision of Data Backup Services ("Agreement") is entered into between SCOCA ("Provider") and Circleville City School District ("Customer").

I. Term. This Agreement shall be effective starting January 1, 2017 through and until June 30, 2017. Either party, upon 60 days' written notice to the other party, may terminate this Agreement.

II. Description of Services: Data Backup

A. Deliverables. The following services are provided in response to the transfer of data backup and retrievals from Circleville City School District to SCOCA. Data Backups: Defined as the transport of data from Circleville City School District data sources to SCOCA's Data Backup repository.

1. Services to be operated by SCOCA:

a. The backup operation will be performed manually, automatically, or a combination thereof;

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- b. **Size:** a backup operation can be hosted by SCOCA with the following criteria:
 - i. 1708GB allocated to storage for this Agreement.
 - c. **Data Scope:** will be limited to specified data sources. These systems are listed by location and specified data sources.
 - d. **Availability:** backup availability is determined by the mutually agreed upon scheduled maintenance window.
 - e. **Windows 2003 and Apple OSX** are ineligible for backup services. Linux instances will be evaluated on a case by case basis.
- 2. **Data retrieval:** SCOCA will make every effort to recover data within eight (8) hours of request by Customer.
 - 3. **Application monitoring:** Circleville City School District will receive daily email reports on the successful completion of backup jobs.

B. Responsibilities. Customer shall:

Customer agrees to obtain at its own expense the additional service(s), software program(s), and equipment or device(s) necessary for the transmission or receipt of data backup service(s) at its location(s), excluding those specifically supplied herein; those referenced additional services and items include, but are not limited to, microcomputers, suitable data sets and telephone line service or other applicable data communications facilities including connections to other facilities of Customer. Alternatively, these services can be supplied by SCOCA through the execution of a separate Agreement, at an additional cost.

III. Fees. For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay SCOCA the rate of \$.25 per Gigabyte according to SCOCA's monthly 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.
- B. **Performance.** SCOCA 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, SCOCA represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this Agreement. SCOCA, 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 SCOCA 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.

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- C. Assignment of Personnel.** SCOCA shall, in its sole discretion, determine the assignment of its personnel for providing the Services. SCOCA shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. SCOCA shall require that all SCOCA 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 SCOCA remove any SCOCA employees or agents not so complying.
- D. Warranties.** Other than those explicitly provided for in writing herein, SCOCA makes no other warranty, express or implied, with respect to the Products or Services. **SCOCA 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 SCOCA 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.
- 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.

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- 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 Mrs. Rothe, seconded by Mr. Reeser, the board approved the contract with MSA Sport for the purpose of developing a phased Exterior Facilities Master Plan at a cost of \$21,500.00 with the addition of a maximum amount of \$1,200.00 for reimbursable expenditures.

24 February 2017

Mr. Jonathan Davis
Superintendent
Circleville City Schools
388 Clark Drive
Circleville, OH 43113

Re: Circleville City Schools – Exterior Facilities Master Plan

Dear Jonathan:

Thank you for the opportunity to offer a proposal for design services for Circleville City Schools – Exterior Facilities Master Plan. This proposal addresses the scope of work to identify and address your short and long range campus needs. If requested, we can provide additional proposals for future phases of work to execute the final design, bidding, and construction of these types of improvements when appropriate.

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Project Understanding

MSA Architects (and MSA Sport, our division which will be responsible for this project) understands that Circleville City Schools wishes to look at creating an Exterior Facilities Master Plan addressing:

- Additional Parking for Athletic Fields
- Concessions/ Restroom Building for Athletic Fields
- Stadium Renovations
- Cohesive Image and Identity Strategies – Campus-wide

We will collaborate with all necessary stakeholders required including the Athletics Department, School Administration, strategic community representatives and others as needed to review the existing conditions, integrate solutions into the existing campus fabric and context, explore a variety of potential improvement options, and ultimately develop a Master Plan that meets the technical and aesthetic goals of the Schools

Scope of Services

MSA will develop an Exterior Facilities Master Plan and identify a “menu of projects” for improvements across the campus, as funding and timelines allow.

The project will proceed in the following process:

Phase One – Program Identification – Long Range Vision

Review existing conditions base aerial images and maps provided by the School. Prepare base line “existing conditions” images for use in all phases.

Meet with Core Committee in a “Wish List/ Long Range Vision Sessions” to identify list of potential short and long term improvement projects across the campus and facilities

Develop itemized List of Potential Projects, approved by the Core Committee, to be included in the Concept Development Three (3) Meetings maximum this phase

Phase Two – Master Plan Development

Develop planning schemes and strategy options for the approved List of Potential Projects

Generate preliminary budgets

Review preliminary budgets and planning schemes and strategies with Core Committee

Refine planning schemes and strategies to produce a singular Master Plan direction

Present preferred Master Plan direction and budget ranges to Core Committee

Three (3) Meetings maximum this phase

Phase Three – Master Plan Presentation Package

Develop Presentation Package to include the following in digital and hard copy formats

Overall Campus Master Plan

Detailed Area Plans (Athletic Fields, Stadium, Miscellaneous)

Rendered Views – Two (2) Maximum

Phased Budget and Implementation Strategy

Proposed Fees

We propose to complete this project on a **Fixed Fee** basis. MSA Architects can complete the work through completion for the fees outlined below. Any changes to the scope of work will be noted and you will be notified of anticipated fee adjustments prior to MSA Sport or our consultants proceeding with the work.

MSA Sport Fixed Fee

\$21,500

NOTE: These fees don not include any engineering site surveys, topographic surveys, or utility surveys. Site Plans will be used from District-provided CADD base drawings or aerial images, and will be preliminary only. At such a time that any portions of the project move forward into construction and full design, the district shall acquire an updated topographic survey of the proposed site(s) for final engineering and technical design to be completed.

Reimbursable Expenses

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Reimbursable expenses are not included in our hourly fees and will be billed at 1.15 times our cost. These include, but are not limited to: printing and reproductions; special materials and services; photography; mileage and travel expenses; telephone services; fax transmissions, delivery and postage services; and permits. Not to Exceed **\$1,200.00**.

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 approved the summer school Student/Parent Handbook as presented.


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 voted to adjourn the meeting at 8:17 p.m.

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



President

ATTEST


Treasurer