

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

The meeting convened at 7:00 a.m. at the St. Clairsville-Richland City School District Board of Education Office with President Mike Jacob presiding.

The Pledge of Allegiance was recited by all in attendance.

Roll Call:	Mike Jacob	- Present
	Pam Jones	- Present
	James Cook	- Present
	Mike Fador	- Present
	F. William Zanders	- Present

Also present were: Victor Sauvageot, Rick Thorp-Times Leader, Mike McKeever, Diane Thompson, Harry White, Jim Rocchi, Amy Porter, and Walt Skaggs.

**Approve Treasurer’s Items**

Mr. Cook moved and Mr. Fador seconded that the Board approve the following Treasurer’s items:

- A. Board minutes for the August 14, 2013 Regular Meeting, as presented by the Treasurer.
- B. Financial Reports for August, 2013, including FINSUM, APPSUM, Annual Spending Plan, and the Budget vs. Actual Spreadsheet, as presented by the Treasurer, which disclosed the following balances on the FINSUM Report:

General 001	\$1,536,360.24	Student Activities 200	\$29,627.99
Bond Retirement 002	1,060,310.24	District Managed 300	170,175.97
Permanent Improvement 003	81,209.91	Auxiliary Services 401	60,487.40
Building 004	25,164.00	Data Communication 451	0.00
Food Service 006	3,212.39	Alternative Schools 463	11,056.25
Expendable Trust 007	2,075.00	IDEA Part B 516	-2,439.04
Kara Fador Corrections Scholarship 008	10,215.78	Title I 572	-841.48
Uniform School Supplies 009	9,143.47	IDEA Preschool Handicapped 587	0.00
Principal 018	13,441.27	Improving Teacher Quality 590	0.00
District Agency 022	3,698.60	Schoolwide Building Program 598	-14,640.98
Self Insurance 024	158,326.33	Misc. Federal Grant Fund 599	0.00
Underground Storage Tank 031	11,000.00	<b>TOTAL</b>	<b><u>\$3,167,583.34</u></b>

- C. The list of bills paid in August, 2013, as presented by the Treasurer. A list of bills (CHEKPY report) is on file in the Treasurer’s office.
- D. The following transfers to the Schoolwide Pool Fund (598) for the instructional cost at the St. Clairsville Elementary School:

<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Amount</u></b>
General Fund - 001	Schoolwide Pool Fund - 598 9014	\$144,000.00
General Fund - 001	Schoolwide Pool Fund - 598 9013	11,979.76
Title I Fund - 572	Schoolwide Pool Fund - 598 9013	2,051.17
Title II-A Fund - 590	Schoolwide Pool Fund - 598 9013	512.06

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

E. The following donations made during August, 2013:

<u>Name</u>	<u>For</u>	<u>Amount</u>
Band Parent Association	Musical Instruments for Band	\$10,222.77
Red Devil Club	Athletic Dept.	10,000.00
Undo's	Weight Room Acct.	258.00
Joel & Andrea Ketter	Volleyball Acct.	100.00
Michael & Danita Rhodes	Volleyball Acct.	50.00
Friends of Lou Gentile	Volleyball Acct.	100.00
Belmont Savings Bank	H.S. Cross Country	500.00
Medical Mutual of Ohio	Scholarship	500.00
	<b>TOTAL</b>	<b>\$21,730.77</b>

F. The following advances for August, 2013:

<u>From</u>	<u>To</u>	<u>Amount</u>
001 General Fund	300-9321 H.S. Band	\$ 104.76
001 General Fund	516-9014 IDEA-B	10,217.61
001 General Fund	598-9014 Schoolwide Pool	78,064.98

G. Establish fund 300-9307 for the Elementary Playground Project and approve the 2013-14 Activity Budgets for the Elementary Playground Project (300-9307) and the Girls Basketball Account (300-9350).

H. The following permanent appropriations at the fund level for Fiscal Year 2014:

Fund Number	Amount	Fund Number	Amount
001	\$15,250,000.00	401	190,000.00
002	1,120,000.00	451	5,400.00
003	1,117,000.00	461	1,000.00
004	25,000.00	463	50,000.00
006	257,700.00	499	1,000.00
007	1,855.00	506	1,400.00
008	1,000.00	516	328,000.00
009	16,000.00	572	304,000.00
018	18,000.00	587	8,940.00
022	30,000.00	590	74,000.00
024	100,000.00	598	1,978,000.00
200	80,000.00	599	4.04
300	570,000.00	<b>TOTAL</b>	<b>\$21,528,299.04</b>

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

MINUTES OF REGULAR MEETING

SEPTEMBER 11, 2013

Approve Treasurer's Items (Cont'd)

I. Renewal of the Treasurer's membership to the Government Finance Officers Association for the period of November 1, 2013 to October 31, 2014.

J. The following Metropolitan Educational Council Resolution:

WHEREAS, the major purpose of the Metropolitan Educational Council is to assist member districts in providing improved and expanded services for the students they serve; and,

WHEREAS, this purpose is pursued through a cooperative effort between the Metropolitan Educational Council and the member district in the areas of purchasing and needed services in a variety of commodity types; and,

WHEREAS, the St. Clairsville-Richland City School District may be able to realize significant savings of staff time and dollars through such membership;

BE IT THEREFORE RESOLVED, that the St. Clairsville-Richland City Board of Education become an "Active Member" of the Metropolitan Educational Council effective August 1, 2013.

BE IT FURTHER RESOLVED, this Board agrees to pay an annual assessment fee in the amount of \$272.25 (forty cents (\$.40) per student times the average daily membership ADM as reported by the participating member to the State Department of Education in October with a minimum fee of three hundred dollars (\$300.00) and a maximum fee of fifteen thousand dollars (\$15,000.00). Thereby, the member becomes eligible for all of the benefits afforded to the "Associate Membership" by the Metropolitan Educational Council.

K. The following Food Service Management Agreement with AVI Foodsystems for the 2013-2014 school year:

**THIS AGREEMENT** is made and entered into this 11th day of September 2013, by and between the **ST. CLAIRSVILLE - RICHLAND CITY SCHOOL DISTRICT BOARD OF EDUCATION**, 108 Woodrow, St. Clairsville, Ohio 43950 ("BOARD") and **AVI FOODSYSTEMS, INC.**, an Ohio corporation, 2590 Elm Road N.E., Warren, Ohio 44483 ("AVI").

**WITNESSETH:**

**WHEREAS**, the BOARD desires to secure management, consulting and all other services necessary to provide a food service operation for the benefit of the students, faculty, staff and visitors at various locations within the St. Clairsville - Richland City School District; and,

**WHEREAS**, AVI desires to supply management, consulting and all other services necessary to provide a food service operation in compliance with the BOARD's requirements and according to the terms, conditions and provisions more fully set forth herein;

**WHEREAS**, the BOARD has been involved in an ongoing plan to identify opportunities to improve and restructure its operations for greater efficiency and cost savings;

**WHEREAS**, the BOARD has determined that outsourcing its food service operations will significantly improve the efficiency and quality of the St. Clairsville - Richland City School District's food service program;

**WHEREAS**, the BOARD has determined that outsourcing its food service operations will have a positive financial impact on the overall operations of the St. Clairsville - Richland City School District and result in a significant cost savings for the St. Clairsville - Richland City School District;

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

**NOW THEREFORE**, the parties hereto, each intending to be legally bound, hereby agree as follows:

**ARTICLE 1. AUTHORITY**

The BOARD hereby grants and AVI hereby accepts the right and privilege to direct, conduct, manage and operate the food service and catering program of the Beachwood City School District (hereinafter, "the Operation") on the BOARD's premises, as more fully described in **Exhibit A** entitled "Food Service Locations" which is attached hereto and incorporated herein by reference. AVI agrees to serve as the food service management company for the BOARD and to comply in all respects with the requirements set forth in the Ohio Department of Education Office for Safety, Health and Nutrition's Summary of Federal Procurement Standards and the Food Service Management Company Checklist.

AVI will act in the capacity of an independent contractor and not as an agent or employee of the BOARD.

The parties acknowledge that this Agreement shall not take effect unless and until it is approved in its entirety by the applicable federal agency and/or the Ohio Department of Education. If this Agreement is not approved in its entirety by the applicable governmental authorities, it shall be null, void and without any legal effect to bind the parties hereto. The BOARD shall be responsible for ensuring that AVI and the Operation are in conformance with applicable federal and state regulations.

**ARTICLE 2. WARRANTIES**

AVI will serve meals for the Operation that comply with all applicable standards of the United States Department of Agriculture, the State of Ohio, and any other governmental authority. Further, AVI will conduct the Operation in compliance with the BOARD's policies, guidelines, preferences, and expectations. The BOARD and AVI shall be jointly responsible for maintaining all applicable state and local health certifications at the appropriate Food Service Locations set forth in **Exhibit A** and at any other necessary location.

In case of conflict among applicable standards, the strictest standard shall apply for the benefit of the health and good nutrition of the BOARD's students. AVI further warrants that it will abide by and adhere to all applicable federal, state or local laws, rules, regulations or other provisions

**ARTICLE 3. FACILITIES**

The BOARD shall furnish without charge all the space, facilities, equipment, and utilities reasonably necessary for AVI to conduct the Operation. The BOARD shall be responsible for the repair, maintenance, upkeep, replacement of all such space, facilities, equipment, and utilities, provided that AVI conducts the Operation with reasonable care so as not to cause any damage to the space, facilities, equipment, and/or utilities of the BOARD. All such space, facilities, equipment and utilities shall be and remain the sole property of the BOARD. The BOARD shall have the full right to access to all of said premises at any and all times. AVI shall be responsible to the BOARD for any damage that it or the Operation causes to the BOARD's space, facilities, equipment and/or utilities. The BOARD may deduct from any monies owed to AVI the cost to repair or replace the BOARD's space, facilities, equipment and/or utilities damaged by AVI or the Operation and pursue such other remedies as are necessary for complete relief. Normal wear and tear is an exception to the obligations contained in this Article.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

The BOARD and AVI will jointly inventory all service ware items, such as china, flatware, glassware, pots, pans, ladles, trays, etc., that are necessary for the Operation upon the execution hereof. The BOARD shall then consider purchasing and supplying such additional items as are necessary for the Operation, which shall be added to the inventory. The decision to purchase and supply such additional items shall remain within the BOARD's sole discretion.

AVI will adhere to all state and local health and safety regulations and the directives of the BOARD or its authorized agents in using the facilities of the BOARD.

**ARTICLE 4. UTILITIES**

The BOARD will furnish, without charge to AVI, adequate supplies of electricity, gas, hot and cold water, heat, fax/computer/internet connections and local telephone service to the food service premises for the Operation, provided that AVI's use of the BOARD's utilities is reasonable, compliant with the directives of the BOARD and its authorized agents, and consistent with applicable law. AVI is responsible for compliance with the Energy Policy and Conservation Act. Any utilization of internet access by AVI or its personnel shall be done in compliance with the Board's Acceptable Use Policy and any other BOARD regulations governing internet access. The BOARD may deduct from any monies owed to AVI the cost to reimburse the BOARD for the improper use of its utilities by AVI or the Operation and pursue such other remedies as are necessary for complete relief.

**ARTICLE 5. PERSONNEL**

AVI shall furnish a qualified on-site full-time food service manager, acceptable to the BOARD, to provide the necessary supervision for the fulfillment of all of AVI's responsibilities under the terms of this Agreement. All personnel hired by AVI are subject to AVI pre-employment/employment policies. All personnel shall have FBI and BCI record checks as required by the State of Ohio and the Ohio Department of Education, and AVI shall comply with applicable background requirements under applicable law for school employees. AVI shall be responsible for all costs for these background checks. AVI shall place on file with the BOARD accurate copies of background checks for all employees that perform duties for AVI under this Agreement. These background checks shall be updated on an annual basis and provided to the BOARD annually.

AVI shall pay all wages, payroll taxes, Medicare taxes, insurance coverage, workers' compensation coverage, any retirement system surcharges, and fringe benefits for the on-site manager and shall hold harmless, indemnify and defend the BOARD, its officers, employees, agents, and successors and assigns harmless from all worker's compensation, unemployment compensation or other claims arising out of their employment with AVI.

AVI shall furnish and maintain with the BOARD up-to-date certificates evidencing its proper maintenance of worker's compensation and unemployment compensation coverage for the on-site manager and employees referred to herein.

AVI shall be an Equal Opportunity Employer with a policy that no person shall be discriminated against in employment because of race, age, color, religion, sex, national origin, handicap or disability in any other protected group under federal, state or local law. This policy shall apply to all personnel (including executive, management, technical, professional, and supervisory personnel), and to all personnel activities (including recruitment, employment, promotion, transfer, layoff, and any action related to the determination of compensation and benefits or to the administration of corporate sponsored training, education, tuition assistance and social programs).

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

AVI shall manage and direct the activities of all employees in connection with the Operation. Such management shall be carried out consistent with the BOARD's personnel policies. AVI shall indemnify, defend and hold harmless the BOARD from any and all claims arising out of or connected to negligence or other misconduct of AVI and its employees, representatives and agents.

**ARTICLE 6. HIRING RESTRICTIONS**

Neither party to this Agreement will hire or attempt to hire any employee of the other, without prior written consent, during the term of this Agreement or for a period of one (1) year following the expiration hereof. This restriction does not apply to AVI in relation to any employee of the Board's food service operation during the **2013-2014** school year that AVI may choose to hire in connection with its obligations under this Agreement. This restriction does not apply to the BOARD in relation in any person who was formerly an employee of the BOARD at any time prior to the commencement of this Agreement.

**ARTICLE 7. SANITATION RESPONSIBILITIES**

AVI shall be responsible for the routine care and cleaning of all equipment as well as the food preparation, storage, and service counter areas. AVI shall be responsible for the sanitary collection and handling of all garbage and trash and shall deposit it in receptacles provided by the BOARD.

The BOARD shall provide receptacles of suitable size at each food service location for the collection and deposit of garbage and trash and shall provide for its removal from the food service premises to exterior dumpsters on the school building grounds daily. The BOARD shall be responsible for cleaning the floors, walls, and ceilings of the dining areas and for such extermination service as may from time to time be necessary.

**ARTICLE 8. FOOD SERVICES**

AVI will provide breakfast and lunch service at St. Clairsville Middle/ High School and breakfast and lunch service at the St. Clairsville Elementary School.

AVI will provide, at the food service locations set forth in **Exhibit A**, breakfast and lunch reimbursable under the National School Lunch Act and shall meet the nutritional needs of children from elementary through high school as established therein.

AVI must provide reimbursable meals to students. Under this Agreement, AVI will provide breakfast, lunch, and catering(as requested by authorized representatives of the St. Clairsville - Richland City School District).

Because the BOARD participates in the National School Lunch Program, it is anticipated that surplus food commodities will be available for use in the program. Therefore, AVI agrees that to the extent such items are available they will be included in the menus to the greatest extent possible. U.S.D.A. surplus food commodities shall not be used for special food service functions.

For each twenty-one (21) days of meal service, AVI shall adhere to a twenty-one (21) day cycle menu provided or agreed upon by the BOARD, and it shall be in compliance with applicable federal and state regulations. Further, AVI will provide free and reduced-price lunches to students who qualify. The BOARD will identify and designate to AVI the students who meet federal and/or state requirements for participation in free and reduced-price meal and milk programs and AVI will be responsible for implementing applicable policies to serve and account for such meals in a manner designed to protect the anonymity of the recipients.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

The BOARD shall retain control of the quality standards, extent and general nature of the Operation. The BOARD shall set the meal prices and shall retain signature authority for the school lunch agreement, free and reduced price policy statement, verification activities, and all claims for reimbursement. AVI shall comply with all requirements prohibiting or otherwise regulating sale of food in competition with the school lunch program.

**ARTICLE 9. FISCAL PROVISIONS**

AVI shall be paid a management fee of up to **\$12,500.00** per year, payable in equal monthly installments during the school year for their services in operating the school district food service program. AVI shall also be paid an administrative cost fee of up to **\$12,500.00** per year, payable in equal monthly installments during the school year for AVI's administrative costs incurred in operating the school district food service program. The accumulative total of 25,000 per year.

AVI will guarantee that the mutually agreed upon year-end operating loss/subsidy is not more than the amount set forth in the Operating Statement in **Exhibit E** and will do so to the extent of its management fee of **\$12,500.00** and its administrative fee of **\$12,500.00** as follows: If the year-end loss/subsidy is greater than zero (\$) AVI will be required to reimburse the BOARD for such amounts up to **\$25,000.00** (and the BOARD shall be permitted to deduct such amounts from any current requests for reimbursement submitted by AVI to the BOARD). Subject to the obligations set forth in this Article, AVI shall be reimbursed for all reimbursable costs incurred by AVI in providing services pursuant to this Agreement.

The amounts charged to the BOARD for reimbursable costs must be reasonable and necessary and supported by such documentation as may be requested by the BOARD.

No payments will be made for products or meals that are spoiled, unwholesome or that do not meet program requirements or specifications. AVI will be reimbursed monthly for said reimbursable costs within thirty (30) days of presenting the BOARD with an invoice and associated documentation. The BOARD may require reasonable additional documentation for all reimbursement requests, as it deems appropriate.

At the end of each month AVI will complete an inventory of food products, supplies, and governmental commodities and provide it to the BOARD.

AVI shall collect all monies paid by any student or other person for all food, and cafeteria sales and shall deposit such monies in an account to be designated by the BOARD, which account shall be owned and controlled solely by the BOARD. The BOARD shall deposit all state and federal reimbursement amounts as received into said account. Further, any appropriate rebates, discounts or other similar payments received by either AVI or the BOARD shall be deposited in said account.

The BOARD shall retain exclusive overall financial responsibility for the nonprofit food service operation and shall retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit food service account, pricing for reimbursable meals.

**ARTICLE 10. ACCOUNTING SYSTEMS, RECORD KEEPING AND AUDITS**

AVI may use the current POS system owned by the BOARD as detailed in the BOARD's Request for Proposal dated **May 24, 2013**. The system shall provide for the secure computer-based input of student data based upon the individual student's qualification for free or reduced price meals in a secure environment so as to protect the qualification status of the student as required by federal regulations. The system shall track all sales from the lunch lines, produce daily reports, monthly reports for submission to the State of Ohio, Department of Education for reimbursements as may be required now or in the future.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

AVI shall maintain a fully computerized accounting system compatible with the BOARD's computer system. AVI shall maintain such records as may be required by the BOARD and applicable federal, state, and local laws. AVI shall report all such information (in the form requested by the BOARD) as may be required by the BOARD and/or any federal, state or local authority. The BOARD will require that AVI to report all transactions occurring within the Operation during any calendar month to the BOARD no later than the fifth (5th) calendar day of the following month. AVI shall provide to the BOARD an annual report for all transactions occurring within the Operation during the school year within 15 calendar days after the last day of classes.

AVI shall maintain full and accurate records of its conduct of the Operation and its obligations hereunder for a period of five (5) years after the end of the fiscal year to which they pertain or longer as may be required to resolve issues pertinent thereto raised by audit or litigation.

AVI agrees to allow the Auditor of State, the Ohio Department of Education, the BOARD, the U.S.D.A., the Comptroller General of the United States or any of their duly authorized representatives to have prompt access to any books, documents, papers, and records which are directly pertinent to its obligations hereunder for the purposes of making audits, examinations, excerpts and transcriptions.

**ARTICLE 11. INSURANCE AND INDEMNIFICATION**

AVI shall procure and maintain in full force and effect throughout the term of this Agreement and any extension thereof from a qualified insurance company licensed to do business in the State of Ohio, with an A.M. Best Rating of (B+) or better, insurance coverage as required by the St. Clairsville - Richland City School District's Request for Proposal dated **May 24, 2013**, including the following types and amounts:

**COMPREHENSIVE COMMERCIAL GENERAL LIABILITY**

\$2,000,000 each occurrence and \$5,000,000 annual aggregate

**PERSONAL INJURY**

\$2,000,000 Combined Single Limit

**AUTOMOBILE LIABILITY**

\$1,000,000 Combined Single Limit

**EMPLOYER'S LIABILITY**

\$1,000,000 each occurrence /\$3,000,000 annual aggregate

Each such policy shall provide that the BOARD, its officers, employees, agents, successors and assigns is a named insured and that no such policy shall be cancelled or otherwise terminated without thirty (30) days prior written notice to the BOARD. AVI shall provide certificates of insurance to the BOARD for insurance policies required under this Agreement prior to its first day of services rendered under this Agreement.

AVI agrees to indemnify, defend and hold harmless the BOARD, its officers, employees, agents, successors, assigns from any and all claims, demands, losses, costs, damages, suits, judgments, audit findings, penalties, expenses and liabilities of any kind or nature whatsoever, including reasonable attorneys' fees, arising directly or indirectly out of the negligence or any other form of misconduct of AVI, its agents or employees in connection with the performance of this Agreement.



**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

AVI accepts liability caused by its negligence arising out of any claim resulting from federal/state audits of the Operation or any aspect thereof, and such liability shall continue to the extent of the BOARD's period of liability, and AVI agrees to indemnify, defend and hold harmless the BOARD, its officers, employees, agents, successors, assigns from any and all such claims.

The parties shall notify each other of any such claim promptly upon receipt thereof.

**ARTICLE 12. ADVISORY BOARD**

The BOARD, with AVI's assistance and participation, will establish an Advisory Committee consisting of administrators, parents, faculty, students and an AVI representative to assist in menu planning.

**ARTICLE 13. GOVERNMENT COMMODITIES**

The BOARD will retain title to U.S.D.A. donated foods in accordance with applicable federal law. Any U.S.D.A. donated commodities received by the BOARD and made available to AVI shall only be used for the benefit of the BOARD's purposes hereunder, and this includes any refunds received from processors. AVI will make maximum use of those commodities offered by Ohio's Distribution Agency. AVI is not permitted to subcontract for further processing of U.S.D.A. donated commodities. AVI accepts liability for any negligence on its part that results in any loss, improper use of, or damage to U.S.D.A. donated foods.

AVI agrees to allow the designated state agency and the United States Department of Agriculture to: (1) inspect donated commodities in storage facilities and (2) review or audit financial records of food purchases relative to the food served in the Operation in order to ensure that any donated government commodities received by the BOARD and made available to AVI shall only be used for the benefit of the BOARD's purposes hereunder. Such records shall be kept by AVI for a period of five (5) years from the close of the Federal fiscal year to which they pertain.

**ARTICLE 14. FORCE MAJEURE**

Neither party hereto shall be liable to the other for failure to perform its part of this Agreement when such failure is due to a breakdown of utilities, communications or transportation or due to explosion, storm, fire, flood, strikes, or any other industrial disturbances, accident, riot, war, act of God, or any other like cause beyond the control of the parties hereto, nor shall AVI be liable to the BOARD for the sale of property destroyed or damaged by any like causes.

**ARTICLE 15. INTELLECTUAL PROPERTY RIGHTS**

The BOARD recognizes and will adhere, respect and comply with all AVI's proprietary rights to and ownership rights of copyrights, patent rights, intellectual rights in data and the reporting of discoveries and inventions. AVI's rights shall include but not be limited to service programming, brand development, menu management and food production systems, nutrition analysis, operating systems, computer software, management training and operating philosophy. AVI will comply with all U.S.D.A. rules and regulations concerning U.S.D.A. rights to copyrights, patent rights, and rights in data and reporting of discoveries and inventions.

**ARTICLE 16. ASSIGNMENT**

AVI shall not assign its rights or obligations under this Agreement without the express written consent of the BOARD, which may be withheld for any or no reason.

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

MINUTES OF REGULAR MEETING

SEPTEMBER 11, 2013

Approve Treasurer's Items (Cont'd)

ARTICLE 17. SEVERABILITY AND OMISSIONS

Should any article or other provisions of this contract fail to be in conformance with any applicable present or future law, rule or regulation, then said article or provision will be amended by agreement of the parties so as to comply with said law, rule or regulations. This will not be construed to affect or render unlawful any other part of this Agreement

Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the BOARD is to be used.

ARTICLE 18. CONFIDENTIALITY OF PUPIL INFORMATION

AVI acknowledges that it may receive pupil information, the confidentiality of which is secured by both Ohio and federal law, in the course of performing the duties required by the Agreement. AVI will ensure the confidentiality of all such information.

ARTICLE 19. CANCELLATION

This Agreement may be terminated by either party by giving sixty (60) days' notice to the other in writing sent by certified mail to the address listed within. Should this right of termination be exercised by the BOARD, the BOARD reserves the right to: (1) require AVI to continue to provide services for the sixty (60) day notice period and reimburse AVI for its costs and expenses for the sixty (60) day period or any part thereof for which services are maintained, or (2) require AVI to cease its performance hereunder immediately.

All notices to the BOARD shall be addressed to:

St. Clairsville - Richland City School District  
108 Woodrow  
St. Clairsville, Ohio 43950

All notices to AVI shall be addressed to:

AVI Foodsystems, Inc.  
2590 Elm Road NE  
Warren, Ohio 44483  
ATTENTION: Chris Gaitanos, Chief Financial Officer

ARTICLE 20. TERM

The term of this Agreement shall be for a one (1) year period, commencing **July 1, 2013** and expiring **June 30, 2014**. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement immediately upon written notice to the breaching party. The Agreement may be renewed, by the mutual written consent of the parties, provided that the parties are able to reach a tentative agreement as to the terms and conditions of any renewal Agreement. In the event that the parties are unable to reach a tentative agreement as to the terms and conditions of a renewal Agreement, the parties shall have no obligation to enter into a renewal Agreement or engage in further negotiations. **With mutual consent of the parties, the Agreement may be renewed on an annual basis not to exceed four (4) one-year renewal terms.** Any renewal must be approved by the authorized representatives of both parties no later than **June 30th** of the year in which the Agreement expires.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

Further, at the expiration of the current Agreement or any renewal Agreement or upon the termination of this Agreement or any renewal Agreement, the Board, in its sole discretion, may publicly advertise for a new food service management contractor, accept competitive bids for same, and enter into a food service management contract with a new contractor.

This Agreement is subject to the approval of the U.S.D.A. and/or its designated representative for the state of Ohio.

**ARTICLE 21. BREACH**

The BOARD has the right to ensure compliance with the terms and conditions of this Agreement, minor infractions of which AVI agrees to remedy promptly upon receipt of notice from the BOARD specifying the nature thereof. For a material breach of the terms and conditions hereof, the BOARD shall have the right to invoke all administrative, contractual, or legal remedies and to pursue all sanctions, penalties, and legal and equitable remedies as may be appropriate and allowable under the law, including the right to terminate this Agreement as set forth elsewhere herein.

**ARTICLE 22. SUCCESSORS AND ASSIGNS**

This Agreement shall insure to and be for the benefit of the successors and assigns of the parties hereto subject to the limitations more fully set forth in Article 16 hereof.

**ARTICLE 23. AVI CAPITAL INVESTMENTS AND REIMBURSEMENT PROVISIONS**

The BOARD shall reimburse AVI for the purchasing of capital equipment for placement in the food service kitchens and service areas. No purchase shall be made by AVI without prior BOARD approval, which may be withheld for any reason. No purchase shall be made in such amount that, if made by the BOARD, would require competitive bidding as provided in R.C. 3313.46. All equipment and materials shall be property of the BOARD.

**ARTICLE 24. DECLARATION OF MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION/ NO OUTSTANDING FINDINGS FOR RECOVERY.**

This Agreement shall be contingent upon AVI compliance with the requirements of R.C. 2909.03 by providing and maintaining certification indicating that no material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List. AVI further certifies that it is not subject to any outstanding findings for recovery by the Auditor of State and is not prohibited from entering into this contract by R.C. Section 9.24 or any other law, finding or order.

**ARTICLE 25. ENTIRE AGREEMENT**

This Agreement incorporates the various Exhibits attached hereto, the BOARD's Request for Proposal dated **May 24, 2013**, AVI's written proposal in response to the BOARD's Request for Proposal dated **July 3, 2013**, and the recitals contained on page one of this Agreement, all of which, together with this Agreement, constitutes the entire agreement of the parties with respect to the matters set forth herein. In the event of a conflict between any provision of this Agreement and the proposal of **July 3, 2013** submitted by AVI, the Agreement shall prevail. No other statement, agreement, or promise of either party not contained herein shall be of any legal effect whatsoever.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Treasurer's Items (Cont'd)**

**ARTICLE 26. CONFIDENTIALITY**

All processes, documents, data, plans, material, policies or information pertaining to either party's business which is obtained by the other party ("Receiving Party") or furnished to the Receiving Party in connection with the Receiving Party's services hereunder ("Information") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The terms of this Section shall survive the expiration, termination or cancellation of this Agreement. The limitations contained in this Section shall not apply to (a) Information which is in the public domain at the time of disclosure; or (b) Information which becomes part of the public domain after disclosure through no fault of the Receiving Party; or © Information which the Receiving Party can prove was known by the Receiving Party at the time of disclosure; or (d) Information which the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party without reference to the confidential Information of the disclosing party; or (e) Information required to be disclosed pursuant to judicial process.

The roll call vote was:

Aye: Cook, Fador, Jones, Zanders, Jacob.  
Motion carried.

**Superintendent's Report**

Superintendent Skaggs reported on the following:

**Buildings & Grounds**

- Modular roof has been completed.
- Inspection on roof scheduled for Tuesday.
- Bedway conducted walkthrough yesterday at elementary for door and window project.
- Boiler at elementary has been replaced.
- Electric has been installed for new scoreboard.
- Installation of I-beams was started yesterday. Concrete scheduled for today at 2:30.
- AC in connector has been repaired.

**District**

- Plan on training all staff on the new ALICE program this month.
- All teaching staff scheduled to attend SLO training at ESC.
- Building principals scheduled to attend eTPES training. Required for set up of each building.
- Met with teacher evaluation committee Monday to lay out plans for new Ohio Teacher Evaluation System.
- Admin team met with all BLTs Monday to prepare roll out of formative instructional practice (FIP).
- State Support Team has been meeting with special education staff to make necessary corrections.
- PK-8 teachers attended training on new STAR. ODE approved vendor for student growth.
- PK-12 attended training on our new GradeCam software.
- Ipads ordered for teachers. All teachers will now have an ipad.
- GO Math through Harcourt for the elementary.
- 5 projectors with apple TV for a wireless connection being installed in KG classrooms.

\*\* Reminder - work session following BOE meeting this morning. \*\*

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Superintendent's Report (Cont'd)**

**Dates to Remember**

- October 5, 2013 - Homecoming Dance at 8:00 p.m.

**Approve Personnel Items**

Upon the recommendation of Superintendent Skaggs, Mrs. Jones moved and Mr. Zanders seconded that the Board approve the following personnel items:

1. The following certified substitutes for the 2013-2014 school year, on an as needed basis, pending receipt of proper paperwork:

Sarah Anderson	-	Teacher
Colleen Campbell	-	Teacher
Christopher Ciatti	-	Teacher
Katharine Huber	-	Teacher
Anissa Picard	-	Teacher
Alisha Thomas	-	Teacher
Valerie Hogan	-	Teacher

2. The following classified substitutes for the 2013-2014 school year, on an as needed basis, pending receipt of proper paperwork:

Barbara Namack	-	Aide and Secretary
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3. Legenia Guindon - Extended days of service not to exceed fifteen days for the 2013-2014 school year.
4. Amy Lewis - Tutor for Extended School Year Services for the 2012-2013 school year.
5. Nancy Pramik - Six-Hour Cafeteria Worker for the Elementary effective August 14, 2013.
6. Elizabeth Kain - Four-Hour Cafeteria Worker for the Middle and High Schools effective September 3, 2013.
7. Donna Thoburn - Transfer from High School MH Paraprofessional to Middle School MH Paraprofessional, effective September 11, 2013.
8. Sheri Jozwiak - High School MH Paraprofessional, effective September 11, 2013.
9. Derek Tucker - Temporary Summer Maintenance Helper effective August 26, 2013.
10. Jennifer Vogel - Part-Time Intervention Specialist at St. Mary's Central Grade School effective August 19, 2013.

11. The following Athletic Workers for the 2013-2014 school year:

Doris Porter	Maureen Gross	Robin Espen
Marilyn Kubik	Cheryl Barnes	Lisa Mick

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Personnel Items (Cont'd)**

Kara Erwin	Sheila Zuzak	Sue Bayat
Carole Sabo	Cindy Douglass	Nancy Foreman
All current Contracted Employees of the St. Clairsville-Richland School District		

12. The following volunteers for the 2013-2014 school year:

Rick Oberdick	Van Driver	Matt Wood	Band
Lori Jackson	Band	Elaine Wood	Band
Lisa Hirschbach	Band	Kara Erwin	Band
Jack Hirschbach	Band	Lori Hendershot	Band
A.C. Wiethe	Band	Steve Bohach	Band
Denise Wiethe	Band	Jennifer Bohach	Band
Mike Perkins	Band	Howard Thornton	Band
Mary Perkins	Band	Kimberlee Thornton	Band

13. Josh Johnson - Resignation from 7<sup>th</sup> Grade Boys Basketball Head Coach for the 2013-2014 school year.

14. *Board of Education Resolution for Declaring Transportation to be Impractical* for the following students to be transported to St. John's:

Guy Pagano	9 <sup>th</sup> Grade	St. John's High School
Duncan Pagano	7 <sup>th</sup> Grade	St. John's School
Austin Butler	9 <sup>th</sup> Grade	St. John's High School

15. The following Supplemental Contracts for the 2013-2014 school year: Pending receipt of all required documentation. This documentation must meet the requirements of the Ohio Revised Code, regulations of the Ohio High School Athletics Association, and policies of the St. Clairsville-Richland City Schools' Board of Education.

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Salary</u>
Melissa Shallcross	Third Grade Level Chair	2 yrs.	\$ 578.00
Tom Sliva	Varsity Girls Asst. Basketball Coach	12 yrs.	1,917.00

16. The following Pupil Activity Contract for the 2013-2014 school year: Pending receipt of all required documentation. This documentation must meet the requirements of the Ohio Revised Code, regulations of the Ohio High School Athletics Association, and policies of the St. Clairsville-Richland City Schools' Board of Education.

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Salary</u>
Eric Gay	9 <sup>th</sup> Grade Boys Basketball Coach	4 yrs.	\$2,252.00

17. Tracy Rigby - Parent Co-Coordinator for Project More for the 2013-2014 school year.

18. Alicia McKeever - Parent Co-Coordinator for Project More for the 2013-2014 school year.

The roll call vote was:

Aye: Fador, Jones, Zanders, Cook, Jacob.  
Motion carried.

**ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT**

**MINUTES OF REGULAR MEETING**

**SEPTEMBER 11, 2013**

**Approve Recommendations**

Upon the recommendation of Superintendent Skaggs, Mr. Fador moved and Mr. Cook seconded that the board approve the following:

1. Resolution verifying that the Board has offered the positions of 8<sup>th</sup> Grade Boys Basketball Coach and 7<sup>th</sup> Grade Girls Basketball Coach to licensed employees and no employees qualified to fill the positions have accepted.
2. Resolution verifying that the Board has offered the positions of 8<sup>th</sup> Grade Boys Basketball Coach and 7<sup>th</sup> Grade Girls Basketball Coach to licensed individuals who are not employed by the Board and no such persons have applied for and accepted the positions.
3. Formal Agreement for the Management and Expenditure of Title I D Funds for the 2013-2014 school year with the East Central Ohio Educational Service Center.
4. The Chamber of Commerce *Holidays on the Hilltop* Parade request to use the school parking area, school restrooms, as well as leave the parking lot lights on during the time of the parade event, which is scheduled for Thursday, November 21, 2013 at 6:30 p.m. (Parade assembly to begin at 4:00 p.m.)
5. The contract with Bedway Development Corporation for the elementary door and window project after verifying the Certified Search for Unresolved Findings for Recovery which resulted in no findings per ORC 9.24.
6. The agreement with the Educational Service Center of Central Ohio to provide classroom interpreter services for John Pyles for the 2013-2014 school year at the Delaware Area Career Center.
7. Payment to High School Work Study Program Student(s) for the 2013-2014 school year.
8. The Independent Educational Evaluation Guidelines.
9. Stipend for the Local Professional Development Committee members for the 2013-2014 school year in the amount of \$500.00 each:

Elementary:	Lorrie Klos and Kirstin Wallace
Middle School:	Kathy Ranhart and Kelly Binger
High School:	Julia Maffett and Christine Sirbaugh
Recorder:	Susan Fitzsimmons
Administrators:	Jim Rocchi, Mike McKeever, Walt Skaggs and Diane Thompson

The roll call vote was:

Aye: Jones, Zanders, Cook, Fador, Jacob.  
Motion carried.

**Approve Pupil Activity Contracts**

Upon the recommendation of Superintendent Skaggs, Mrs. Jones moved and Mr. Fador seconded that the Board approve the following Pupil Activity Contracts for the 2013-2014 school year: Pending receipt of all required documentation. This documentation must meet the requirements of the Ohio Revised Code, regulations of the Ohio High School Athletics Association, and policies of the St. Clairsville-Richland City Schools' Board of Education.

ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT

MINUTES OF REGULAR MEETING

SEPTEMBER 11, 2013

**Approve Pupil Activity Contracts (Cont'd)**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Experience</u></b>	<b><u>Salary</u></b>
Josh Johnson	8 <sup>th</sup> Grade Boys Basketball Coach	4 yrs.	\$1,917.00
Olivia Pokas	7 <sup>th</sup> Grade Girls Basketball Coach	1 yr.	1,157.00

The roll call vote was:

Aye: Zanders, Cook, Fador, Jones, Jacob.

Motion carried.

**Adjournment**

There being no further business brought before the Board, Mr. Cook moved and Mr. Fador seconded that the meeting be adjourned at 7:22 A.M. The roll call vote was:

Aye: Cook, Fador, Jones, Zanders, Jacob.

Motion carried.

*The next scheduled Board of Education meeting will be Monday, October 7, 2013 at 7:00 a.m.*

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President

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Treasurer