

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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The Board of Education met in regular session on April 8, 2020, via Google Hangouts at 7:00 p.m. President Tony Reeser called the meeting to order. The Pledge was presented in the form of a video by student, Andy Stanley.

On roll call, the following members were present: Tony Reeser, Patty Rothe, Andrea Tipping, Jeff Burrow, and Chris Wagner

The Board members each Praised and thanked CCS staff for their hard work in serving our students. By providing food, education, and support beginning from day one of the shutdown.

Mrs. Rothe gave the legislative report.

Superintendent, Jonathan Davis presented his report to the Board.

Treasurer, Kristen Rhoads, presented her report to the Board.

On a motion by Mr. Reeser, seconded by Mrs. Tipping, the Board approved the following minutes.

- March 11, 2020, Regular Meeting

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the following personnel items, as presented:

### **Athletics 2019 - 2020:**

**Athletic Volunteers:** pending season resumes

- Scott Siembida CMS Assistant Baseball Volunteer
- Chad Roberts CHS Assistant Baseball Volunteer
- Stuart Cox CHS Assistant Tennis Volunteer

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

### 2020 - 2021 School Year

#### **Certified Staff:**

#### **1 year contract**

##### **(2nd)**

Sarah Cochenour  
Ramone Conley  
Baylee DePugh  
Karee Driggs  
Stacey Groff  
Jessica Hill  
Michelle Pipkin  
Heather Posey  
Sarah Ruff  
Hannah Wood  
Emily Woods

##### **(3rd)**

Lauren Allen  
Kyle Bruner  
Sarah Cydrus  
Doug Espie  
Abigail Fuhrmann  
Aubrey Hines  
Annetta Lockwood  
Jaime McKeivier  
Lauren Meadows  
Kayla Theis  
Andrea Wallace

##### **(4th)**

Nathan Elswick  
Cody Jordan  
Danielle Perkins  
Sara Stitt  
Laura Justice

#### **2 Year Contract**

Robert Callihan  
Amanda Hamman  
Sara Hammond  
Maren Joodi  
Luke Katris

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

### **3 Year Contract (\*First 3 year contract)**

Jennifer Adkins-Walters\*

Michele Brewer\*

Jessica Fox\*

Louis Hacquard\*

Erin Horstman\*

Lisa Jenkins\*

Elise McGinnis\*

Katherine Mears\*

Susan Search\*

Diane Brobeck

Randy Brown

Nathan Cotton

Jaime Fosnaugh

Alison Gross

Mary Hampp

Kimberly Hastler

Charles Hughes

Wendy Jordan

Erin McConnell

Kara Schooley

Fred Styers

Lindsey Sullivan

Janet Wastier

Stephen Wastier

Hillary Webb

### **Continuing Contract**

Jessica Johnson

Megan Lennex

Danielle Stultz

Christopher Jason Beavers

### **Athletics 2020 - 2021:**

- Joe Stitt

CHS Head Girls Soccer  
Years of Experience: 4

- Stephen Wastier

CHS Head Boys Soccer  
Years of Experience: 15

- Danielle Perkins

CHS Head Volleyball  
Years of Experience: 3

## BOARD OF EDUCATION REGULAR MEETING

### April 8, 2020

---

- Luke McConnell CHS Head Boys Golf  
Years of Experience: 8
- Eric Evans CHS Head Girls Golf  
Years of Experience: 5
- Luke Katris CHS Head Football  
Years of Experience: 7
- Shaina Palda CHS Head Boys Tennis  
Years of Experience: 1  
CHS Head Girls Tennis  
Years of Experience: 1
- Megan Hoffman CHS Head Varsity Cheerleading  
Years of Experience: 4
- Cody Carpenter CHS Head Boys Basketball  
Years of Experience: 5
- Steven Kalinoski CHS Head Girls Basketball  
Years of Experience: 15+
- Doug Espie CHS Head Boys Bowling  
Years of Experience: 1
- Trent Brooks CHS Head Wrestling  
Years of Experience: 15
- Angela Hixon CHS Head Girls Bowling  
Volunteer

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mrs. Tipping, the Board approved the following requests regarding unpaid leave:

- Sarah Ruff Rescind request for unpaid days  
March 19 & 20, 2020  
Approved December 11, 2019

## BOARD OF EDUCATION REGULAR MEETING

### April 8, 2020

---

- Tamera Kelly  
Rescind request for unpaid day  
April 3, 2020  
Approved March 11, 2020
- Alexandria Davis  
Amend unpaid leave to April 3, 2020  
Approved February 12, 2020

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Wagner, seconded by Mr. Reeser, the Board approved distance learning as a means to complete the necessary make-up days during the mandatory shutdown period for COVID19 as provided in ORC 3313.482.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Burrow, seconded by Mrs. Tipping, the Board approved March 13, 2020, as a Professional Development Day to prepare for online instruction during the mandatory shutdown period for COVID19.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the dual enrollment credit contracts for the 2020 - 2021 school year, as presented.

- Ohio Christian University

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

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

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

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

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

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

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

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

### **1. TERM OF ENGAGEMENT; RENEWAL; TERMINATION.**

1.1. *Term of Engagement.* The term of this Agreement shall begin on the 1<sup>st</sup> day of May 2020 and ending on the 30<sup>th</sup> day of April 2021 ("Term"). University and School agree to faithfully fulfill their respective duties and obligations under the terms and conditions set forth in this Agreement starting on the Effective Date through the duration of the Term.

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

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

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

### **2. UNIVERSITY'S COVENANTS.** University shall:

2.1. Provide qualified instructors for dual credit classes in the Program ("Instructors").

2.2. University reserves the right to hire and assign, in its sole discretion, its own faculty or independent contractors as Instructors.

2.2.1. Instructors will provide teaching not to exceed three (3) days per week.

2.2.2. If School and any instructor agree that the instructor will teach more than 3 days per week, then School and instructor may determine additional financial



## BOARD OF EDUCATION REGULAR MEETING

### April 8, 2020

---

compensation paid by School to Instructor in addition to the payments set forth in section 6 of this Agreement. Such additional compensation to the Instructor, if any, shall be the sole responsibility of School.

2.2.3. If after due diligence in recruiting, no qualified instructor can be found to teach any dual enrollment class onsite, University will offer such class through online delivery at the then-applicable dual credit online rate.

3. Provide all Instructors with orientation and training.
4. Provide School with scheduled or unscheduled opportunities to observe the Instructor.
5. Select, in University's sole discretion, appropriate textbooks, instructional materials and course syllabi. University shall, at a reasonable time prior to the start of a semester during the Term, deliver to School a list of textbooks for each Program course that School must furnish to enrolled students pursuant to division 3.2 of this Agreement.
5. Provide University email addresses, library access, online writing resources, and tutoring resources to Instructors and students; tutoring resources are only available on the University main campus.
7. Provide final grades from University's registrar to School's guidance counselor within two (2) weeks of the course completion.
8. All expenses for program promotion and advertising are the sole responsibility of University. The School may advertise in formation (at School's expense) but must obtain prior content approval from the University.

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

2.9. Accept into the Program only those students who meet all University and State requirements for dual enrollment.

2.10. Offer only non-remedial, non-sectarian courses to students enrolled in the Program.

2.11. Provide School with a complete list of all students enrolled in the Program.

3. **SCHOOL'S COVENANTS.** School shall:

3.1. Provide classrooms as needed with all reasonable instructional technology (including without limitation overhead projectors, whiteboards with markers and erasers, computers, video projectors, VCR players, DVD players, screen) for all Program courses taught in School's facilities.

3.2. Provide students enrolled in the Program, at School's sole expense, with the textbooks chosen by University pursuant to section 2.5 of this Agreement.

3.3. Pay University the amounts set forth in section 6 of this Agreement.

3.4. Provide a class roster (including first name, last name, course title, course section) to Trailblazer Academy Director by the Fall Semester deadline of August 7, 2020, and the Spring Semester deadline of December 4, 2020. A revised roster is due five (5) days following the School's add/drop deadline. Rosters must be complete and on time or University reserves the right to cancel the class.

3.5. Allow its employees to serve as Instructors, but only if such School employee is qualified to teach dual enrollment classes according to the criteria set by Ohio Christian University and the Ohio Department of Higher Education.

3.5.1. Any School employee serving as an Instructor will be an independent contractor of University and shall sign a separate independent contractor



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

agreement with University as a condition precedent to serving as an Instructor.

3.5.2. Any School employee serving as an Instructor must exclusively use Program instructional materials provided according to the terms of this Agreement.

3.5.3. Any School employee serving as Instructor must exclusively use the University's online platforms for record keeping and grade submission. Due to FERPA regulations, student records belong to the student, and must be kept confidential. University online platforms allow students to have a record of all grades.

3.6. Provide student supervision on all other regular school days and days when Program courses are not being taught and notify University and all Instructors of School opening delays, School closings, and any other special calendar events that depart from the standard School schedule of classes.

3.7. Enroll a minimum of 12 students per Program course.

3.8. Provide University with scheduled and unscheduled opportunities to observe Instructors.

#### **4. UNIVERSITY'S PROPERTY.**

4.1. All documents, records, memoranda, notes, textbooks, teaching aids and materials, and other information ("Materials") provided by University to any Instructor or others affiliated with School will be and remain the property of University.

4.2. If any Materials are in the possession of School or any of its agents, then School will deliver such Materials to University upon demand.

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

### **5. CONFIDENTIALITY.**

- 5.1. School agrees to regard and treat as secret and confidential the Materials defined in section 4.1 and any other information of any kind related in any way to University's operations ("Information").
- 5.2. All such Materials and Information will at all times remain the property of University.
- 5.3. Except for fulfilling the purposes of this Agreement, School agrees not to reproduce, copy, or publish or permit reproduction, copying or publication of Materials and Information, and will not use or permit the use of any Materials or Information for any other purpose.
- 5.4. School shall take all necessary and reasonable steps to ensure that its agents and affiliates comply with the terms of this Agreement.
- 5.5. The covenants contained in this section 5 will survive the termination, amendment, modification, expiration or extension of this Agreement.

### **6. REMUNERATION.**

- 6.1. School shall pay University as follows:
  - 6.1.1. \$41.50 per credit hour per student when the course is taught by a high school teacher who has signed the independent contractor agreement and met the credential requirements established for purposes of the Program in rules adopted by the chancellor of the Ohio Department of Education, not to exceed ORC 3365.07(A)(1)(a)(iii).
  - 6.1.2. \$83 per credit hour per semester if the course is taught by college faculty, not to exceed ORC 3365.07(A)(1)(a)(ii).

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

- 6.1.3. \$166 per credit hour per semester if the course is taught at the University campus, or the online format, not to exceed ORC 3365.07 (A)(1)(a)(ii).
- 6.2. Nothing in this agreement is intended by the parties to constitute an alternative payment structure under ORC 3365.07(A)(2).
- 6.3. Non-public students who do not apply for funding from the State of Ohio are not eligible for OCU scholarship opportunities during the school year, should they be available.
- 6.4. Students who do not provide award allocation information (SSID for Public/UN for Non-Public students) once it is received from the State of Ohio, will not be eligible for OCU scholarship opportunities for the school year, should they be available.
7. **STUDENT ACCEPTANCE CRITERIA.** No student shall be admitted to the Program unless he or she meets the following requirements:
- 7.1. Minimum 2.0 GPA; and
- 7.2. At least one of the following:
- 7.2.1. ACT score of 19;
- 7.2.2. SAT score of 1350 (prior to 2016); 990 (2016ff)
- 7.2.3. PSAT score of 135 (2014); or 980 (2016ff);
- 7.2.4. ACCUPLACER scores as follows (Ohio Christian University offers the ACCUPLACER placement exam for University applicants ONE TIME at no charge. This test is available on the University campus and at any College Board ACCUPLACER testing location. The test is used to fulfill acceptance into the University's dual credit program in place of an ACT or SAT. Students interested in scheduling a time to take the ACCUPLACER

## BOARD OF EDUCATION REGULAR MEETING

### April 8, 2020

---

should contact Jake Warren at 740-477-7832 or

[jwarren1@schuichristian.edu](mailto:jwarren1@schuichristian.edu).

7.2.4.1. For the student to be eligible to enroll in any composition

course(s), they must have an ACCUPLACER Classic Sentence

Skills Writing: score of 88 or higher, ACCUPLACER Next

Generation Writing: score of 263 or higher, English ACT: score of

17 or higher, or SAT Critical Reading score of 470 or higher.

7.2.4.2. For the student to be eligible for general admission to program (to

take social studies /sciences) course(s), they must have an

ACCUPLACER Classic Reading: score of 80 or higher,

ACCUPLACER Next Generation Reading score of 250 or higher,

Reading ACT score of 19 or higher, or SAT score of 990.

7.2.4.3. For the student to be eligible to enroll in any college-level algebra

or calculus course(s), they must have an ACCUPLACER College

Level Math score of 63 or higher, ACCUPLACER Next

Generation score of 263 (for College Algebra) or higher,

ACCUPLACER College Level Math score of 70 or higher,

ACCUPLACER Next Generation score of 276 or higher (for

Calculus I, ACT Math score of 22 or higher (College Algebra),

ACT Math score of 24 or higher (Calculus I), SAT Math score of

520 or higher (College Algebra), SAT Math score of 560 or higher

(Calculus).

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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

To University:

Ohio Christian University  
Attn: Trailblazer Academy  
1476 Lancaster Pike  
Circleville, OH 43113

To School:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **DISPUTE RESOLUTION.**

- 9.1. If any dispute between the Parties arises at any time from any act or omission related in any way to this Agreement ("Dispute"), then School and University will confer in good faith to resolve promptly such Dispute.
- 9.2. In the event that School and University are unable to resolve their Dispute, and should either party desire to pursue a legal claim against the other based on that Dispute, both Parties agree to have the Dispute resolved by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text of the Rules is available at [www.Peacemaker.net](http://www.Peacemaker.net)).
- 9.3. The dispute resolution process provided for in section 9 of this Agreement shall be held in Circleville, Ohio. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.
- 9.4. The parties acknowledge and agree that these methods of dispute resolution set forth in this Section 9 shall be the sole remedy for any controversy or claim arising from any Dispute, and each party expressly waives its right to file a lawsuit in any court against the other for such Dispute, except to enforce an arbitration decision.

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

### 10. MISCELLANEOUS.

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

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

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

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

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

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



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

- Southern State

### Contact Information

### Spring Semester Course

School Name: Circleville

Academic Year Dates: August 19, 2020 to May 28, 2021

Counselor/Contact Name and Email: Kara Schooley at [kara.schooley@cvcscd.com](mailto:kara.schooley@cvcscd.com)

Principal Name and Email: Chris Thornsley at [chris.thornsley@cvcscd.com](mailto:chris.thornsley@cvcscd.com)

SSCC CCP Coordinator: JR Roush at [johnr.rous1@gmail.com](mailto:johnr.rous1@gmail.com)

### Course Information

SSCC Course Number/Title: CHEM 1120/Intro to Chemistry Credit Hours: 5

Course Begin Date: January 4, 2021 Course End Date: May 8, 2021

Mid-Term Grades Due: March 16, 2021 Final Grades Due: May 11, 2021

### Instruction Information

On-Site Instructor and Email: Nathan Cotton at [nathan.cotton@cvcscd.com](mailto:nathan.cotton@cvcscd.com)

SSCC Contact and Email: Bill Henry at [bhenry@sscc.edu](mailto:bhenry@sscc.edu)

SSCC Contact Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

SSCC Faculty: Please share any specific artifacts from the course you wish to have collected via email or from the site visit. Additionally, you may include a specific assessment you would like to see administered during the course.

### Textbook & Syllabi Information

Textbooks: The current price list can be found at: <http://www.sccc.edu/services/bookstore.shtml#textbooks>

PLEASE NOTE: A current textbook list will be available for Fall semester after July 15th & for Spring semester after November 15th. For any questions, contact Beth Eury at [beth.eury@sscc.edu](mailto:beth.eury@sscc.edu)

Syllabi: Current syllabi can be found at: <https://www.sccc.edu/syllabi/index.shtml>

PLEASE NOTE: Syllabi changes/updates could occur without notice. Please check with the SSCC contact person (above) with any questions you may have.

### Course Funding

CCP Course delivered at HS with HS Faculty (\*\$41.64 per credit/per student – based on FY20). \*Fees subject to change with ODE/ORC funding updates.

### Other

Student Admission Criteria Requirements: <https://www.sccc.edu/admissions/guidelines/college-credit-plus.shtml>

### Signatures

High School Personnel: By initialing below, the High School institution agrees:

☐ This course is NOT an OTM Course. (HS Representative Initials)

☐ To use most current approved textbook. (Instructor Initials)

☐ To follow CURRENT approved course syllabus. (Instructor Initials)

☐ To submit mid-term and final grades as per the SSCC current academic calendar. (Instructor Initials)

### Contact Information

### Fall Semester Course

School Name: Circleville

Academic Year Dates: August 19, 2020 to May 28, 2021

Counselor/Contact Name and Email: Kara Schooley at [kara.schooley@cvcscd.com](mailto:kara.schooley@cvcscd.com)

Principal Name and Email: Chris Thornsley at [chris.thornsley@cvcscd.com](mailto:chris.thornsley@cvcscd.com)

SSCC CCP Coordinator: JR Roush at [johnr.rous1@gmail.com](mailto:johnr.rous1@gmail.com)

### Course Information

SSCC Course Number/Title: CHEM 1151/61/First Year Chem I & Lab I Credit Hours: 4 + 1

Course Begin Date: August 19, 2020 Course End Date: December 12, 2020

Mid-Term Grades Due: October 20, 2020 Final Grades Due: December 15, 2020

### Instruction Information

On-Site Instructor and Email: D Storer/A Lamb at [dstorer@sscc.edu/aaron.lamb@cvcscd.com](mailto:dstorer@sscc.edu/aaron.lamb@cvcscd.com)

SSCC Contact and Email: Bill Henry at [bhenry@sscc.edu](mailto:bhenry@sscc.edu)

SSCC Contact Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

SSCC Faculty: Please share any specific artifacts from the course you wish to have collected via email or from the site visit. Additionally, you may include a specific assessment you would like to see administered during the course.

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Syllabi: Current syllabi can be found at: <https://www.sccc.edu/syllabi/index.shtml>

PLEASE NOTE: Syllabi changes/updates could occur without notice. Please check with the SSCC contact person (above) with any questions you may have.

### Course Funding

CCP Course delivered at HS with SSCC Faculty (\*\$83.28 per credit/per student – based on FY20). \*Fees subject to change with ODE/ORC funding updates.

### Other

Student Admission Criteria Requirements: <https://www.sccc.edu/admissions/guidelines/college-credit-plus.shtml>

### Signatures

High School Personnel: By initialing below, the High School institution agrees:

☐ This course IS an OTM Course. (HS Representative Initials)

☐ To use most current approved textbook. (Instructor Initials)

☐ To follow CURRENT approved course syllabus. (Instructor Initials)

☐ To submit mid-term and final grades as per the SSCC current academic calendar. (Instructor Initials)

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

### Contact Information

School Name: Circleville

Academic Year Dates: August 19, 2020 to May 28, 2021

Counselor/Contact Name and Email: Kara Schooley at [kara.schooley@cvcisd.com](mailto:kara.schooley@cvcisd.com)

Principal Name and Email: Chris Thornsley at [chris.thornsley@cvcisd.com](mailto:chris.thornsley@cvcisd.com)

SSCC CCP Coordinator: JR Roush at [johnr.rous1@gmail.com](mailto:johnr.rous1@gmail.com)

### Spring Semester Course

### Course Information

SSCC Course Number/Title: CHEM 1152/62/First Year Chem II & Lab II Credit Hours: 4 + 1

Course Begin Date: January 4, 2021 Course End Date: May 8, 2021

Mid-Term Grades Due: March 16, 2021 Final Grades Due: May 11, 2021

### Instruction Information

On-Site Instructor and Email: D Storer/A Lamb at [dstorer@sscc.edu/aaron.lamb@cvcisd.com](mailto:dstorer@sscc.edu/aaron.lamb@cvcisd.com)

SSCC Contact and Email: Bill Henry at [bhenry@sscc.edu](mailto:bhenry@sscc.edu)

SSCC Contact Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

SSCC Faculty: Please share any specific artifacts from the course you wish to have collected via email or from the site visit. Additionally, you may include a specific assessment you would like to see administered during the course.

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Textbooks: The current price list can be found at: <http://www.sccc.edu/services/bookstore.shtml#textbooks>

PLEASE NOTE: A current textbook list will be available for Fall semester after July 15th & for Spring semester after November 15th. For any questions, contact Beth Ferry at [beth.ferry@sscc.edu](mailto:beth.ferry@sscc.edu)

Syllabi: Current syllabi can be found at: <https://www.sccc.edu/syllabi/index.shtml>

PLEASE NOTE: Syllabi changes/updates could occur without notice. Please check with the SSCC contact person (above) with any questions you may have.

### Course Funding

CCP Course delivered at HS with SSCC Faculty (\*\$83.28 per credit/per student – based on FY20). \*Fees subject to change with ODE/DC funding updates.

### Other

Student Admission Criteria Requirements: <https://www.sccc.edu/admissions/guidelines/college-credit-plus.shtml>

### Signatures

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☐ To use most current approved textbook. (Instructor Initials)

☐ To follow CURRENT approved course syllabus. (Instructor Initials)

☐ To submit mid-term and final grades as per the SSCC current academic calendar. (Instructor Initials)

## • Columbus State University

This Memorandum of Understanding ("Agreement" or "MOU") is entered into on this 1st day of March, 2020 at Columbus, Ohio by and between Columbus State Community College, located at 550 East Spring Street, Columbus, Ohio 43215 ("College" or "CSCC"), an instrumentality of the State of Ohio pursuant to Ohio Revised Code Chapter 3358, and \_\_\_\_\_ (School/District) whose principal location is \_\_\_\_\_.

WHEREAS, the College subscribes to the default funding structure with regard to tuition amounts for the College Credit Plus program as outlined under section 3365.07 (A) (1) of the Ohio Revised Code, and

WHEREAS, the College utilizes an electronic book voucher service for students participating in the College Credit Plus Program that are enrolled in on-line or on campus classes, and

WHEREAS, the College has developed Textbook Procurement Guidelines for the District to follow if they wish to purchase textbooks for College Credit Plus courses through the Columbus State Bookstore,

NOW THEREFORE, the parties agree as follows:

#### I. Tuition & Student Fees

Delivery Model	Payment Structure for the 2020-2021 Academic Year that begins Summer 2020
A. High School Delivery, High School Instructor	For courses at the High School taught by credentialed High School instructors the tuition rate will be the result of the formula in statute. The current formula in statute is ((formula amount X .83) / 30) X 25%, which is \$41.64 for the 2020-2021 academic year.  All required textbooks for courses will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A. The College will waive all course/lab fees.
B. High School Delivery, College Instructor	For courses at the High School taught or facilitated by College instructors the tuition rate will be the result of the formula in statute. The current formula in statute is ((formula amount X .83) / 30) X 50% or 50% of the College's tuition rate, whichever is less. For the 2020-2021

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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	<p>academic year the rate will be \$78.97 for the Summer 2020 semester and \$81.47 for Autumn 2020 and Spring 2021 semesters</p> <p>All required textbooks for courses will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A. The College will waive all course/lab fees.</p>
C. On Campus / On Line Delivery	<p>For courses that meet on the College Campus or are provided partially or fully online, the tuition rate will be the lesser of the College's in-state rate as published on the College's website or the default ceiling rate in statute for each term of the 2020-2021 academic year. The College's in-state tuition rate will be \$157.93 for the Summer 2020 semester and \$162.93 for Autumn 2020 and Spring 2021 semesters.</p> <p>All required textbooks will be funded by the School District. If the District wishes to utilize the Columbus State Bookstore in procuring and/or collecting textbooks, see Section II for College and District Responsibilities and Addendum A.</p> <p>Please note that all leased space at Columbus State's Regional Learning Centers, including space leased from a school district, are considered to be "On Campus."</p>

### II. Responsibilities for Obtaining Textbooks through the Columbus State Bookstore:

#### A. THE COLLEGE SHALL:

1. Procure books for classes offered at a School District location per Procurement Guidelines (See Addendum A). The costs of the books are the responsibility of the School District. Columbus State will provide a 10% discount off new or used print books. The discount is not applicable on course materials in an eBook or Instant Access format because such book options are already deeply discounted. Shipping costs to procure books from the Publishers to Columbus State, shipments of books from Columbus State to the School District, mail order shipping costs for on-campus and online students, and delivery of books to the School District will no longer be paid for by Columbus State due to the \$1M that Columbus State initially invested in textbooks and shipping on behalf of Districts has run out.
2. Establish an electronic book voucher for each student from the School District enrolled in online or on campus classes at Columbus State to obtain required books for College Credit Plus classes. This will be a convenient online order process for students during a specified time frame. The mail

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

order shipping costs for on-campus and online students will no longer be paid for by Columbus State due to the \$1M that Columbus State initially invested in textbooks and shipping on behalf of Districts has run out.

3. Invoice the School District for books used by the students and applicable shipping charges.
  4. Assist the School District with a book buyback for all books that are eligible for resale. The buyback amount will be based upon current value.
  5. Provide general supplies listed as required on a course syllabus as necessary for College Credit Plus students enrolled in an online or on campus class. Columbus State will review such requests for general supplies on a case by case basis and provide what is necessary to allow the student to be successful in the course. Supplies will continue to not be provided by Columbus State for classes offered at the school location.
  6. Communicate deadlines to all School District contacts for scheduling College Credit Plus courses at high school locations
- B. THE SCHOOL DISTRICT SHALL:
1. Agree to utilize the student electronic book voucher process for College Credit Plus students enrolled in online or on campus classes at Columbus State.
  2. Accept full responsibility for the total payment of the book costs incurred by the students that are enrolled from your School District, as required by Ohio Revised Code 3365.07 (A)(1)(b). Payment must be made in full within thirty (30) days of the invoice date. If a School District is not in good standing and has an unpaid balance, the District will not be eligible to participate in Columbus State's book process until the account is paid in full.
  3. The books are the property of the School District. It is the responsibility of the School District to collect such books for classes offered at a school location at the end of each semester. The School District may elect for the Columbus State Bookstore to collect the books from College Credit Plus students enrolled in online or on campus courses at the end of the semester. See Addendum A for details.
  4. If the School District chooses to participate in the book buyback program for the books collected by the School District, it will be the School District's responsibility to contact the Bookstore to request book buyback eligibility. The School District will submit a vendor registration form to the College to facilitate buyback. A School District that cannot conduct an in-person book return will be responsible for the shipping cost to send eligible books to the Columbus State Bookstore for buyback.
  5. If the School District elects to have the Columbus State Bookstore collect the books at the end of the semester for online or on campus classes, the



## BOARD OF EDUCATION REGULAR MEETING

### April 8, 2020

---

Bookstore will automatically process the buyback within 6-8 weeks after the last day of the semester. If there are any students that fail to return the books, the Bookstore will report this information to the School District. There will be a 10% buyback transaction fee for the book collection process. The 10% fee will be deducted from the total value of the buyback. The balance will be sent in the form of a check to the School District. To participate in this textbook buyback program please select this option below (Under section XI. Complete Nature of the MOU). See Addendum A for details.

6. Adhere to deadlines set by the College for scheduling College Credit Plus courses at high school locations. The following deadlines are established to ensure best possible outcomes for students:
  - **Academic Planning Documents** submitted by **April 1<sup>st</sup>**
  - **Days and Times** for classes requiring a CSCC teacher listed by **April 30<sup>th</sup>**
  - **Confirmation of Academic Planning Document** courses by **June 15<sup>th</sup>**
  - **Final last-minute class changes** submitted by **August 14<sup>th</sup>** for fall semester courses
  - **Final last-minute class changes** submitted by **November 15<sup>th</sup>** for spring semester courses
  - **Rosters for block registration** 10 days before the start of a new semester
    - **August 17<sup>th</sup>** for fall semester
    - **January 8<sup>th</sup>** for spring semester

Any registration and course activity not completed within this timeframe may result in students not being enrolled on-time for CSCC coursework. This impacts accessibility of classroom resources, staffing, student success, and Starfish reporting. Additions outside of these windows will be determined on a case-by-case basis. Courses taught by credentialed high school instructors may be added after the recommended deadlines.

**Note about Faculty Work Load:** Columbus State Community College Adjunct (part-time), ACF (annually contracted faculty), and full-time (tenure track) instructors have limits to the total number of hours in their workload. Adding or canceling a class directly impacts a CSEC employee's workload, whether this is a class taught by a CSCC instructor or a section that is facilitated by a high school employee with a CSCC instructor serving as the Instructor of Record. Columbus State Community College has at times incurred costs for changes after posted deadlines.

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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III. **ADA/Students with Disabilities:** We are committed to collaborative solutions with the Districts on behalf of student success. Because CCP students are college students, existing 504 and IEP plans do not automatically apply to college coursework. Please direct students to work with CSCC Disability Services to secure appropriate accommodations for a college class after enrollment/ acceptance to Columbus State.

### IV. Confidentiality

- A. It is expressly understood by the parties that the College is subject to the Ohio Public Records Act, R.C. 149.43, et seq., and that any record kept by the College that is deemed a public record is subject to release if a proper request is made.
- B. Both parties will comply with FERPA (20 U.S.C 1232g; 34 CFR Part 99), which prohibits schools and colleges from disclosing educational records, or the personally identifiable information contained therein, without the written consent of the parent or eligible student, unless an exception is met that allows disclosure without consent. Both parties agree that for purposes related to a student's enrollment in the CCP program, Parties may share educational records with each other, pursuant to exceptions provided by FERPA, including but not limited to, 34 CFR 99.34(b). Any failure to comply with applicable FERPA requirements by either party or any of its employees relating to CCP participation will be immediately reported to the other party.

### V. Independent Contractor

Both parties acknowledge and agree that each party shall, at all times, be acting as an independent contractor of the other party, and not as an employee, servant, agent, or partner. Both parties further acknowledge and agree that none of their service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this MOU shall be considered employees of the other party with respect to any federal, state, or local laws. Each party shall be responsible for, and shall pay for, any and all wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS/PERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this MOU. The provisions of this Section shall survive the termination of this MOU.



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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### VI. Drug Free Workplace and Tobacco Free Campus

School District agrees to comply with all applicable federal, state and local laws regarding smokefree and drug-free work places. School District shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

### VII. Nondiscrimination of Employment

School District agrees that it, any subcontractor and any person acting on behalf of School District or a subcontractor shall not discriminate by reason of race, creed, color, religion, sex, sexual orientation, age, genetic information, disability as defined in R.C. 4112.01, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

### VIII. Ethics Compliance

School District represents, warrants and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. School District further represents, warrants, and certifies that School District and any of its employees will comply with the ethics and conflict of interest provisions of R.C. Chapter 102 and any other requirements of law or Board of Trustees policy.

### IX. Term of Agreement

- A. This agreement shall be in effect upon full execution for the 2020-2021 academic year (summer semester 2020, autumn semester 2020, and spring semester 2021). The agreement ends on the last day of spring semester 2021.
- B. School District or College may terminate this agreement with 30 days written notice.

### X. Governing Law and Jurisdiction

This MOU and any amendment or addendum thereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, including but not limited all requirements of ORC 3365. Only Ohio courts shall have jurisdiction over any action or proceeding concerning the MOU. Prior to litigation, the parties agree to negotiate in good faith toward the resolution of any dispute or controversy

concerning the meaning or performance of this MOU or of any claims submitted hereunder.

### XI. Complete Nature of the MOU

The terms and conditions set forth in the MOU and Addendum A constitute the complete and exclusive statement of the Agreement between the parties hereto relating to the subject matter of this MOU, superseding all previous negotiations and understandings regarding the procurement, purchasing, and reimbursement of textbooks and materials.

The parties signing below are duly authorized officers of their respective entities.

### COLLEGE CREDIT PLUS TEXTBOOK BUYBACK PROGRAM

Please select one of the following:

- ☐ I agree to have the Columbus State Bookstore collect the College Credit Plus books for on campus or online classes
- ☐ I do not agree to have the Columbus State Bookstore collect the College Credit Plus books for on campus or online classes. The School District will maintain responsibility for collection of these books

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

### Addendum A

#### College Credit Plus Textbook Procurement Guidelines for FY21

##### Book Process for On-Site Classes at a School District Location

- I. The CSCC College Credit Plus Curriculum Office will provide the Bookstore a list of courses to be offered at each School District.
- II. A spreadsheet will be sent to the School District partner to include the adopted textbook information per course to include title, author, ISBN, publisher, and edition. The District partner will identify if they shall obtain textbooks from the College. The District will include the primary contact and ship to location for distribution of textbooks and identify the maximum estimated number of students by course offered at the Districts. If the District has book inventory that can be used for courses, the District will record these inventory quantities. This information will be sent to the Columbus State Bookstore at [cscplusbooks@csc.edu](mailto:cscplusbooks@csc.edu) by the designated dates listed below.

##### DEADLINE DATES TO SUBMIT ESTIMATED NUMBER OF STUDENTS BY COURSE

Autumn Semester 2020 – June 1, 2020  
Spring Semester 2021 – November 2, 2020

- III. The Columbus State Bookstore will process and procure all textbooks per the request from each District.
- IV. A copy of the confirmed book shipment will be communicated to the districts by August 4, 2020 for Autumn Semester 2020 and by December 4, 2020 for Spring Semester 2021.
- V. Autumn Semester 2020 books will be delivered to designated District location August 10 – 14, 2020. Spring Semester 2020 books will be delivered December 7 – 11, 2020.
  - a. This will allow approximately three (3) weeks for the District to process and distribute textbooks to all students enrolled in this program by the first day of classes.
  - b. District will need to schedule staffing to receive the book shipments.
  - c. A school representative needs to verify the order for accuracy confirming titles and quantities.
  - d. Any shipment discrepancies should be communicated as soon as possible to the Columbus State Bookstore at [cscplusbooks@csc.edu](mailto:cscplusbooks@csc.edu). The Bookstore will reconcile the discrepancy and correct the issue.
- VI. If class sections are added late and there are not enough books to cover student enrollment for classes being taught at the District, it will be the District's responsibility to contact the Bookstore to request additional books. Please contact the Columbus State Bookstore at [cscplusbooks@csc.edu](mailto:cscplusbooks@csc.edu) to request additional books.
- VII. All required textbooks for courses will be funded by the School District. Columbus State will invoice the District for the books purchased, approximately the tenth week of each semester. The college will honor a 10% discount off the new and used print books. The discount is not

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

applicable on course materials in an eBook or Instant Access format because these book options are already deeply discounted. Shipping costs to procure books from the Publishers to Columbus State, shipments of books from Columbus State to the School District, and delivery of books to the School District will no longer be paid for by Columbus State due to the \$1M that Columbus State initially invested in textbooks and shipping on behalf of the Districts has run out.

- VIII. To maintain affordability, the School District should collect the books from students at the end of each semester for possible reuse. The School District may return any or all of the Participants' (students') textbooks to Columbus State for consideration in the resale/buyback process. The College will calculate the amount each District will realize pursuant to textbook resale/buyback and will send a check to the District for that amount.

### Book Process for On-Campus and Online Classes

- I. Students enrolled in courses online or at the Columbus State's Columbus Campus, Delaware Campus, or Regional Learning Centers (Summer Semester 2020, Autumn Semester 2020, and Spring Semester 2021) will receive an electronic book voucher to obtain books at the Columbus State Bookstore in person at 283 Cleveland Avenue or online at [bookstore.csc.edu](http://bookstore.csc.edu). The mail order shipping costs for online orders is the responsibility of the School District.
- II. Columbus State will invoice the School District for books and all applicable shipping costs for students enrolled in these classes from your School District. The Columbus State Bookstore will honor the same pricing model as described in VII. Invoicing for participants (students) enrolled in late-start or B-term courses may take place in the following semester.
- III. Participants (students) who obtain their textbooks from the College Bookstore for online and on-campus classes will return those textbooks to the School District. The School District may elect to have the Columbus State Bookstore collect the books for online and on-campus classes per the CC+ School District Book Process MOU. There will be a 10% transaction fee for the book collection process. The 10% fee will be deducted from the total value of the buyback. The balance will be sent in the form of a check to the School District.
- IV. The Textbook Procurement Guidelines represent an understanding between the Districts and Columbus State Community College.

If you need assistance with the book process or have questions please send an email to [centralbookstore@csc.edu](mailto:centralbookstore@csc.edu) or contact Phil Sanders, Bookstore Assistant Director, at 614-287-5127 or Stacey Mulineux, Bookstore Director, at 614-287-5128.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the following resolution, as presented.

During the Ohio Governor imposed shutdown in response to the COVID19 pandemic, non-contracted timesheet employees may work in areas that will be assigned by their supervisors. If these employees choose not to work, they will not be paid.

In the event the superintendent determines for health and safety reasons it is best for specified non-contracted timesheet employees not to report to work they may be paid through the end of the school year at the discretion of the Superintendent. In the event the school year is extended, they will be expected to work those additional days without additional compensation.

All non-essential contract employees, as determined by the superintendent, are assigned to their homes but will remain on call and available to work if necessary (either remotely or in person).

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

On a motion by Mr. Burrow, seconded to by Mrs. Rothe, the board approve the district to participate in the School Bus Purchase Program and replace school bus number twenty-four (24) with the purchase of one (1) 81 passenger school bus from Ohio CAT at the cost of \$91,290.00 through the META Purchasing Cooperative, to be purchased after July 1, 2020. \$49,720.91 of the funds will be from the State School Bus Purchase Program Grant.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mrs. Tipping, the Board approved Student Protective Agency to administer the student insurance coverage for the 2020 - 2021 school year.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the following contracts with Metropolitan Education Tech.(META), as presented:

- Core Services - Fiscal & EMIS support - \$37,235.25 (FY21)
- Schedule 2 Services - Special Services, Library, Data Map and Content filtering - \$18,061.70 (FY21)

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, Owner is a Member District of META as defined in META's Constitution.

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 final 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



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

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.

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.<sup>1</sup> 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,

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

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.

2.13 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.

3.0 **The Contract Documents.** The Contract Documents consist of this Agreement and any Exhibits attached hereto, and META's Constitution, META's Bylaws, 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.



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2020 and shall continue until June 30, 2021, (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 Member Districts.**

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 \$16.75 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

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, 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 MEMBER DISTRICTS AND/OR THEIR USERS IS AT MEMBER DISTRICT'S OWN RISK.

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 MEMBER DISTRICTS 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.

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

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 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 **Effect of Termination by Owner.** In the event that Owner decides to terminate this Agreement pursuant to Section 4.0 or Section 11.0 of this Agreement, then, upon such termination,

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

Owner shall immediately withdraw as a Member District of META in accordance with META's Constitution and Bylaws.

13.0 **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.

### 14.0 **Miscellaneous Provisions.**

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

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

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

15.2 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

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

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

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



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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- Utility Audit - \$500.00 (FY21)

### CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is entered into as of July 1, 2020, by and between the Board of Education (the "Board") of Circleville City School (the "District"), and META Solutions (the "Consultant"), with a mailing address of 2100 Citygate Drive, Columbus, Ohio 43219 and phone number of (614) 473-8300.

- I. Background. The Board wishes to contract with the Consultant for evaluation and consulting work related to the monitoring and support of energy usage and energy conservation district-wide. The Consultant is willing and qualified to perform these services on these terms. Therefore, the parties agree as follows:
- II. Basic Services. The Consultant's Basic Services (collectively, the "Services") shall include, but not be limited to, the following:
  - A. Using its best efforts to advise the Board about alternatives that would result in energy or maintenance savings to the Board's taxpayers;
  - B. Maintaining good working relations with the Board and its staff, other consultants and utility representatives;
  - C. At any time during the term of this Agreement, be available to consult with the Board in connection with the Services;
  - D. Consultant will enter and review the electric, gas and water bills monthly for accuracy, unusual usage patterns or any inefficiencies and energy savings opportunities. If any errors were identified, consultant will contact the appropriate utility representative and negotiate the refund for the District. Also, if any error was not in favor of the District, the representative assigned will be informed of the possible consequences.
  - E. Consultant will provide a utility or savings report at the end of each school year and will be reviewed by the District's assigned personnel. Consultant will identify any savings opportunities that the District may have such as power supply costs or building inefficiencies. Also, the annual summary will contain comparisons either from prior years or Energy Projects that were completed. Please note that this does not include a certified engineer's savings certification.
- III. Board's Responsibilities
  - A. District will assign a representative to partner with the consultant to help with decision making and be present for the yearly energy report.
  - B. District must maintain a monthly procedure for delivery of each electric, gas and water bills to the office of the consultant. Also, the District will sign a Letter of Authorization that will allow the consultant to speak with the utility companies on their behalf. This letter will allow the consultant to receive historical data information and any negotiations that may be performed with those companies. The District's representative will be informed prior to any negotiations.



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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### IV. Compensation

- A. Basic Services: The Basic Fee for Services shall be a flat fee of \$500.00 and will be paid on a quarterly or yearly basis. At the time of this agreement, the District has a total of 3 meters.
- B. Additional Services: Additional Services shall be paid on a direct cost basis. Hourly fees for requested Additional Service shall be invoiced monthly at (to be determined and mutually agreed upon) per hour for the Consultant's principal.
- V. Mutual Cooperation. The parties shall cooperate in good faith to the extent reasonably necessary for purposes of the Agreement in a timely and cost-effective manner. The Consultant shall at all times act efficiently and expeditiously in performing the Services, and, if it is capable of completing any of the Services prior to the deadline, it shall do so.
- VI. Compliance with Laws. In performing the Services and any Additional Services, the Consultant shall at all times comply with applicable federal, state and local laws, including but not limited to any federal or state equal employment opportunity laws.
- VII. Termination and Renewal. This Agreement shall be effective upon signature with services to be provided for a period beginning July 1, 2020, and shall thereafter remain in full force and effect until June 30, 2021. This Agreement shall automatically renew for successive one-year terms thereafter.

This Agreement shall terminate:

- A. Immediately upon a change in control of the management of the Consultant that is unacceptable to the Board;
  - B. Immediately upon the failure of the Consultant to function as a going concern, or to conduct its operations in the normal course of business;
  - C. By either party, at any time, upon 10 days prior written notice to the other party, if the other party breaches any of its obligations under this Agreement and does not cure the breach within the 10-day period;
  - D. By the Board upon 30 days written notice to the Consultant is, in the Board's sole discretion, the Consultant has not met the Board's quality or other performance expectations.
- VIII. No Assignment. The Consultant shall not assign or transfer to any other person, firm or corporation this Agreement or any of its rights under this Agreement without the prior written consent of the Board, which consent the Board may withhold in its sole discretion.
- IX. Drug-Free Workplace. The Consultant agrees to comply with all applicable state and federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all its employees, while working on school property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- X. Non-Discrimination/Compliance with Applicable Laws. The Consultant shall comply with the Civil Rights act of 1964 and all applicable federal and state executive orders and may and all other statutes, rules and regulations pertaining to non-discrimination.

The Consultant agrees that in the hiring of employees for the performance of work under this Agreement it will not discriminate against any citizen of this state by reason of race, color, religion, sex, age, handicap, national origin or ancestry. The Consultant further agrees that it shall require any subcontractor working on the Consultant's behalf to include this non-discrimination provision in any contracts related to the performance of the Project.

### XI. Miscellaneous:

- A. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in the Agreement.
- B. This Agreement may be amended or modified only in writing, signed by an authorized representative of each party.
- C. This Agreement shall be construed under the laws of the State of Ohio.
- D. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, this shall not affect the validity of the remainder of the Agreement or the respective obligations of the parties.

The parties have executed this Agreement as of the date first set forth above.

Circleville City School

META Solutions

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

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On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the following resolution:

WHEREAS, This Board of Education in accordance with the provisions of the the Ohio Department of Education; and

WHEREAS, The Board together with Administrators and Educators of Circleville Elementary School have deemed it in the best interests of students to administer all third grade assessments in the form of PAPER; therefore, be it

RESOLVED, By the Board of Education of the Circleville City School District, Pickaway County, Ohio that the use of PAPER tests for third grade students of the District for the 2020 - 2021 school year is hereby accepted.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the Board authorized the superintendent to work with Prodigy Travel on the reimbursement of funds to families for the 2019-2020 8th Grade Washington D.C. Trip, including approval to create a purchase order, if necessary, for up to \$8,000.00 towards the cancelation of the 2019-2020 trip and a down payment to Prodigy to be applied for the 2020-2021 trip.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mrs. Rothe, seconded by Mrs. Tipping the Board approved enrollment in the Optimal Health Initiative Group Retrospective Program with Sheakley Uniservice, as the Workers' Compensation Managed Care Organization for the plan year January 1, 2021 - December 31, 2021.

We are pleased to invite you to participate in the Group Retrospective (Retro) Rating Program for the 2021 rate year 1/1/2021 to 12/31/2021 with a projected refund of:

Refund %	40%
Annual Premium (Standard)	\$88,000
Annual Premium (Standard)	\$71,327
Total Projected Refund	\$16,673
Estimated Annual Premium for Program Year	\$71,327

In addition to the savings, you will also receive the highest level of experienced consultative services and assistance with claims management, hearing representation, safety, and unemployment representation. Our dedicated team members that specialize in public employer workers' compensation currently work with over 350 schools, cities, villages, townships, libraries, and state agencies - most of which are group rated, group retrospectively rated, individually retrospectively rated or self-insured.

Plus savings beyond workers' comp., as The Human Resources People, Sheakley offers a variety of programs that help you save time, save money, and stay compliant with the ever-increasing regulatory businesses face today. Learn more about how our services can help you at [sheakley.com](http://sheakley.com)

#### ENROLLMENT IS EASY!

To enroll, return your paperwork to the following address by the deadline:

Enrollment Deadline: Thursday July 30, 2020  
Email: [enroll@sheakley.com](mailto:enroll@sheakley.com)  
Mail: Sheakley, Attention: Rating Team  
One Sheakley Way  
Cincinnati, OH 45265

Note: participation in our Unemployment Program is complimentary for group rating or retro participants. To enroll, please visit our website at [www.sheakley.com/ClerkAccess](http://www.sheakley.com/ClerkAccess). Scroll to employers - Unemployment section to download the authorization form(s) and return those to the address above.

For questions or assistance, please contact Amber Blunk at 513-615-1449 ext. 4104 or [Amber.Blunk@sheakley.com](mailto:Amber.Blunk@sheakley.com)

# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to Cincleville Schools ("Participant"), located at 388 Clark Dr. Cincleville, OH 43113, which includes enrollment into the Optimal Health Initiatives ("OHI") Group Retrospective Program ("Program") for the Program year January 1, 2021 to December 31, 2021, as well as administrative services for the same period, and is subject to renewal as stated hereafter:

Said services consist of:

1. Filing of the completed Employer Statement for Group Retrospective Rating (BWC Form U-153) and the Sponsoring Organization's Application for Group Retrospective Rating Plan (BWC Form U-151);
2. Providing regional seminars on industry topics related to health and safety services, claims management, and actuarial analysis. It is mutually understood that all locations, dates, times, and availability will be at the sole discretion of Sheakley.
3. Providing consultation and representation to Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on all actual and claims management matters.
4. Supplying the Participant with consultation on matters as they relate to workplace safety, as deemed necessary by Sheakley for the Participant's enrollment into the Program.
5. Providing Participant with progress reports as they relate to claims management and rate determinations upon request of the Participant. Sheakley will make every effort to provide reports, as requested, however the Participant's access to these reports is limited to availability by Sheakley.

All services are subject to current and future administrative, state, and federal rules and regulations as they may be amended periodically by the State of Ohio, the Ohio Bureau of Workers' Compensation ("BWC"), and the Industrial Commission of Ohio, including those that prohibit the practice of law by non-lawyers. The parties agree this Agreement shall be construed according to the laws of the State of Ohio. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the remaining parts shall remain fully valid and enforceable. It is understood that being a lay company, Sheakley can not, and will not, perform any functions before the BWC or Industrial Commission that may be construed or interpreted as the practice of law. As permitted, Sheakley will assist in the administrative work incident to the filing of claims and appeals. By signing this Agreement, the undersigned grants Sheakley the authority to execute and endorse, on behalf of the Participant, any documents related to the administration of their program, including but not limited to the filing of appeals, waivers of appeal, motions, request for reconsideration, or any other document which may be necessary to comply with the obligations of this Agreement.

Participant confirms and agrees that it is a member in good standing with OHI and is compliant with the following BWC Rules and Regulations: has not had a lapse in coverage exceeding 40 days; if entered into a partial payment agreement with the BWC, must be current on payment schedule; cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and cannot participate in any other Group Retrospective Rating Program, Group Rating Program, Individual Retrospective Rating, \$15,000 Medical Only Program, Deductible Program, One Claim Program, or Drug First Safety Program during said Program year. In addition, it is mutually understood that Participant will continue to maintain active workers' compensation coverage during the term of this Agreement and is solely responsible for all BWC premium payments due, including assessments, or any other monies due to the BWC. Both Sheakley and the OHI are held harmless from any such liability, regardless of the nature in which the additional assessments, or premium payments, are determined.

Participant further agrees that it is not a Professional Employer Organization/Leasing Company ("PEO") nor has a relationship with a PEO, and will refrain from acting as, or entering into a relationship with, a PEO during term of this Agreement. Further, the Participant agrees that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group at the time of enrollment. In the event that the Participant enters into a merger, acquisition, or business reorganization at any time following the enrollment date, Participant agrees to obtain approval by Sheakley for any subsequent merger, acquisition, or business reorganization associated with the group retrospective rated policy identified in this Agreement prior to said merger, acquisition, or business reorganization. In the event that Participant fails to obtain Sheakley's approval, Sheakley reserves the right to demand that all applicable policies for the Participant be renewed from the Group. Failure to disclose this information, or incorrect information, may result in the assessment of additional service fees and/or monetary penalties and assessments against Participant. The amount of such assessments shall be determined by Sheakley, in its discretion and with approval from OHI considering the impact of the additional administrative work and group costs.

Participant agrees to pay, as invoiced, prior to registration in the Program, an annual enrollment/administrative service fee which has been jointly approved by OHI and Sheakley. Participant acknowledges that said fee is subject to change annually and that payment of this enrollment/administrative service fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for participation in the Program, or the OHI and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement.

This Program will seek, through Sheakley and OHI, to improve safety, accident prevention and claims handling for Participant, and Participant agrees to participate in and cooperate with such programs as a condition of enrollment and continued participation. It is also recommended that Participant attends regionally held safety/claims management seminars at a minimum of one time annually.

Participant agrees that if Sheakley and/or OHI recommend at any time that certain action be undertaken by Participant with respect to a claim or risk which could adversely impact the group, including but not limited to settlement of a claim, contesting a claim, payment of wages in lieu of compensation, or engagement of counsel, and if Participant refuses or fails to take such action, or comply with all requirements as outlined in this Agreement, OHI and/or Sheakley may take such refusal or failure into account and may thereafter exclude Participant from the Program on such basis.

Participant hereby agrees to release and hold harmless OHI, Sheakley, and their members, officers, directors, employees and agents, from and against all claims, liabilities, demands, obligations, costs or expenses, of any nature and whether known or unknown, arising out of or connected in any way to (a) the decision of OHI or Sheakley to offer the Program; (b) Participant's contribution, premium, premium refunds, premium assessments, or distribution levels; (c) any questions of workers' compensation coverage or lapse of coverage; (d) any termination of Participant's involvement in the Program; (e) any abandonment or failure to apply or qualify for group retrospective rating status in any year; and (f) any decision by OHI, Sheakley, or the BWC regarding an applicant's eligibility to participate in the Program. Participant's eligibility for participation is defined by requirements demonstrated in this agreement, as well as other contributing factors, and is at the sole discretion of OHI and Sheakley. Participant's certification of any claim, or condition in any claim, shall release Sheakley of any further obligation of said claim. Sheakley may provide further management of said claim, as it sees fit, and at its sole discretion.

Participant acknowledges, represents and agrees that neither OHI, Sheakley, nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Retrospective Rating is a performance based, incentive program designed to reward participants that are able to keep their claims cost below a predetermined level and is not a guaranteed savings program. Further, Participant acknowledges and accepts that all participants of the Program may incur additional premium assessments for up to three years following the Program year in the event that the group as a whole realizes actual claim costs that exceed BWC predetermined levels for the Program year.

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2021 to December 31, 2021. Participant acknowledges and agrees OHI shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of OHI and Sheakley.

Participant acknowledges that Sheakley is not a managed care organization and is not acting as such.

It is understood that this Agreement supersedes any prior Group Retrospective Rating Agreement, both written and verbal, between said parties and can only be modified by the introduction of a new Group Retrospective Rating Agreement, which has been mutually agreed to and executed by both parties.

In the event that Participant becomes ineligible to participate in subsequent Group Retrospective Rating Program years, the aforementioned enumerated services will continue to be performed until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this agreement.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following Treasurer's items as presented:



# BOARD OF EDUCATION REGULAR MEETING

## April 8, 2020

---

- Financial Reports - March 2020
- Warrants - March 2020

### Establish Funds:

- 019 - 9120 Coronavirus Meal Donations FY20
- 499 - 9021 H.B. 166 - School Bus Purchase Program FY21

### Requisitions Over \$5,000:

- FRONTLINE PLACEMENT TECHNOLOGIES - online staff management FY21 - \$27,003.28
- META
  - student data services FY21 - \$55,628.95
  - Internet Connectivity adjustment for FY21 & FY22 - \$62,352.00

### After the Facts:

- SIEMENS INDUSTRY - fieldhouse repairs - \$767.70
- VISA - supplies for student lunches during shutdown - \$111.37
- HILLYARD OHIO - cleaning supplies - \$1,194.59

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes

On a motion by Mr. Burrow, seconded by Mrs. Rothe, the board voted to adjourn the meeting at 7:52 p.m.

Mr. Reeser – yes; Mrs. Rothe – yes; Mrs. Tipping – yes; Mr. Burrow – yes; Mr. Wagner – yes



\_\_\_\_\_  
President

ATTEST



\_\_\_\_\_  
Treasurer