The Board of Education met in regular session on August 12, 2020, in the Circleville High School Auditorium, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Tony Reeser called the meeting to order.

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

Mrs. Rothe gave the legislative report.

**ANNUAL PUBLIC NOTICE OF FEDERAL FUNDS**

Circleville City Schools District receives funds through the Ohio Department of Education via the Consolidated Continuous Improvement Plan (CCIP). Monies received through the IDEA-Part B (516) are used to provide special education services for students with identified disabilities. Title I (572) funds are used to provide reading and early literacy interventions to all students. Title II (590) funds are used to reduce class size in early grades and to provide professional development services. IDEA funds (587) are used for Special Education services for preschool students. 21st Century Community Learning Centers (509) provides funds to create academic enrichment opportunities during non-school hours. Funds received from the Striving Readers Comprehensive Literacy Grant (599) are used to improve language and literacy development in grades 6 through 12.

On a motion by Mr. Reeser, seconded by Mrs. Tipping, the Board adopted the agenda, as presented.

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

On a motion by Mrs. Mrs. Rothe, seconded by Mr. Wagner, the Board approved the minutes as follows:

- July 8, 2020, Special Meeting, as presented.
- July 15, 2020, Regular Meeting, as presented.

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 personnel items:

**2020 – 2021**

**Classified:**
- Frances Daniels: Bus Driver - 182 day contract
- Leslie Sells: Educational Aide (CES) - 177 day contract
- Whitney Speakman: Educational Aide (CES) - 182 day contract
- Lindsey Rodgers: Educational Aide (CES) - 182 day contract
- Tara Whitten: Educational Aide (CMS) - 182 day contract
- Kathryn Cydrus: Educational Aide (CMS) - 182 day contract
- Sherri Burns: Educational Aide (CMS) - 182 day contract
- Morgan Bivens: Educational Aide (CHS) - 182 day contract
- Jeff Snyder: Substitute Van Driver

**Certified:**
- Morgan Van Dellen: Teacher CES (BA)
  Step: 0
  Start Date: August 12, 2020

- Haley Kern: District Substitute Teacher
  Daily Substitute Rate
  Start Date: August 12, 2020

- Deaven Atwood: District Substitute Teacher
  Daily Substitute Rate
  Start Date: August 12, 2020

- Meredith (McGinnis) Picklesimer: District Substitute Teacher
  Daily Substitute Rate
  Start Date: August 12, 2020

**Supplementals:**
- Carol Sheets: Lead Teacher - CES Preschool
  Step: 2

- Beth Jacobs: Lead Teacher - CES Kdg
  Step: 4

- Tisha McMurray: Lead Teacher - CES Grade 1
  Step: 4
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elise McGinnis</td>
<td>Lead Teacher - CES Grade 2</td>
<td>0</td>
</tr>
<tr>
<td>Kim Hastler</td>
<td>Lead Teacher - CES Grade 3</td>
<td>4</td>
</tr>
<tr>
<td>Aubrey Hines</td>
<td>Lead Teacher - CES Grade 4</td>
<td>1</td>
</tr>
<tr>
<td>Megan Lennex</td>
<td>Lead Teacher - CES Grade 5</td>
<td>2</td>
</tr>
<tr>
<td>Alice Coyan</td>
<td>Lead Teacher - CES Special Education</td>
<td>1</td>
</tr>
<tr>
<td>Sarah Mastrine</td>
<td>Lead Teacher - CES Special Education</td>
<td>4</td>
</tr>
<tr>
<td>Andi Hoskins</td>
<td>Lead Teacher - CES Unified Arts</td>
<td>4</td>
</tr>
<tr>
<td>Brooke Paxton</td>
<td>Lead Teacher - CMS Language Arts</td>
<td>4</td>
</tr>
<tr>
<td>Samantha Gundrum</td>
<td>Lead Teacher - CMS Math</td>
<td>3</td>
</tr>
<tr>
<td>Alison Gross</td>
<td>Lead Teacher - CMS Science</td>
<td>4</td>
</tr>
<tr>
<td>Evan Whitten</td>
<td>Lead Teacher - CMS Social Studies</td>
<td>3</td>
</tr>
<tr>
<td>Lisa Powers</td>
<td>Lead Teacher - CMS Special Education</td>
<td>3</td>
</tr>
<tr>
<td>Morgan Phillips</td>
<td>Lead Teacher - CHS Unified Arts</td>
<td>3</td>
</tr>
<tr>
<td>Matthew Fosnaugh</td>
<td>Lead Teacher - CHS Science</td>
<td>3</td>
</tr>
</tbody>
</table>
• Jennifer Maite  Lead Teacher - CHS Math  
  Step: 4
• Eric Evans  Lead Teacher - CHS Social Studies  
  Step: 4
• Danielle Stultz  Lead Teacher - CHS Language Arts  
  Step: 4
• Fred Styers  Lead Teacher - CHS Special Education  
  Step: 4
• Melanie Williams  CHS Assistant Band  
  Step: 0
• Doug Espie  CHS Band  
  Step: 2
• Casey Lockard  CHS Assistant Band  
  Step: 6

Athletics:
• William Search  CHS Head Cross Country  
  Years of Experience: 15+
• Joseph 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
• Luke McConnell  CHS Head Golf Boys  
  Years of Experience: 8
• Eric Evans  CHS Head Golf Girls  
  Years of Experience: 5
• Luke Katris  CHS Head Football  
  Years of Experience: 7
• Shaina Palda  
  CHS Boys Tennis  
  Year of Experience: 1

• Shaina Palda  
  CHS Girls Tennis  
  Year of Experience: 1

• Megan Hoffman  
  CHS 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  
  Year of Experience: 1

• Trent Brooks  
  CHS Head Wrestling  
  Years of Experience: 15

• Sarah Ruff  
  CHS Reserve Girls Soccer  
  Year of Experience: 1

• Sherri Burns  
  CMS Head Girls Soccer  
  Volunteer

• Ramone Conley  
  CHS Varsity Asst Football  
  Years of Experience: 4

• Trent Patterson  
  CHS Varsity Asst Football  
  Years of Experience: 1

• Bobby Lombardo  
  CHS Varsity Asst Football  
  Years of Experience: 12

• David Burroughs  
  CHS Varsity Asst Football  
  Years of Experience: 1

• Kyle Bruner  
  CHS Varsity Asst Football  
  Years of Experience: 2
BOARD OF EDUCATION REGULAR MEETING
August 12, 2020

• Dennis (Anthony) George  CHS Varsity Asst Football
  Years of Experience: 6

• Travis Gray  CMS Head 7th Grade Football
  Years of Experience: 3

• Randy Brown  CMS Head 8th Grade Football
  Years of Experience: 2

• Justin Hudnell  CMS Assistant Football
  Years of Experience: 0

• Jada Truex  CHS Asst Volleyball
  Years of Experience: 6

• Samantha Gundrum  CHS Reserve Volleyball
  Years of Experience: 5

• Alexis Cooper  CMS 8th Grade Volleyball
  Year of Experience: 1

• Jill Anderson  CMS 7th Grade Volleyball
  Years of Experience: 4

• Blaine (BJ) Bullock  CHS Varsity Asst Boys Soccer
  Years of Experience: 10

• Bo Buckley  CMS Head Boys Soccer
  Years of Experience: 2

• Richard Walters  CHS Asst Cross Country
  Year of Experience: 1

• Deb McDaniel  CHS Reserve Cheerleading
  Years of Experience: 2

• Aimee Williams  CMS 7th - 8th Grade Cheerleading
  Years of Experience: 0
• Cynthia Mitchell
  CMS 7th - 8th Grade Cheerleading
  Years of Experience: 5

• Charles Sims
  CHS Reserve Boys Basketball
  Years of Experience: 7

• Randy Brown
  8th Grade Boys Basketball
  Years of Experience: 6

• Nathan Elswick
  7th Grade Boys Basketball
  Years of Experience: 4

• Jill McFarlan
  CHS Assistant Girls Basketball
  Years of Experience: 3

• Evan Callihan
  CHS Reserve Girls Basketball
  Years of Experience: 5

• Nic Hamman
  CMS Head 8th Grade Basketball
  Years of Experience: 9

• Bobby Lombardo
  CMS Head 7th Grade Basketball
  Years of Experience: 8

• Angela Hixon
  CHS Head Girls Bowling
  Volunteer

• Jason Wells
  CMS Head Cross Country
  Years of Experience: 15

• Darbi Brewer
  CHS Asst Girls Basketball
  Volunteer

Resignations:
  • Deaven Atwood
    CES Aide
    Effective: end of the 2019-2020 school year

  • Thelma Cox
    CHS Aide
    Effective: end of the 2019-2020 school year
• Chance Hedrick  CHS Aide
  Effective: end of the 2019-2020 school year

• Meredith (McGinnis) Picklesimer  CES Aide
  Effective: end of the 2019-2020 school year

• Morgan Van Dellen  CHS Extra Mile Site Coordinator
  Effective: end of the 2019-2020 school year

• Melissa Rickets  Bus Driver
  Effective: end of the 2019-2020 school year

Change in Pay Scale:
• Emily Woods  From BA to MA
• Aubrey Hines  From BA to MA
• Nathan Elswick  From BA to MA
• Morgan Phillips  From BA to MA
• Danielle Perkins  From BA to MA
• Evan Callihan  From BA to MA
• Doug Espie  From MA to MA +25
• Matthew Fosnaugh  From MA to MA +25
• Brooke Paxton  From MA to MA +25
• Lisa Sims  From MA to MA +25

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

On a motion by Mr. Reeser, seconded by Mr. Burrow the Board approved the following contracts for serving special education students, as presented.

• Saint Vincent Family Center - extended school year services FY20

  This SERVICE AGREEMENT (the “Agreement”) is entered into on the 29th day of June 2020, between Circleville City School District (the “District”), an Ohio Public School District, under Chapter 3311 of the Ohio Revised Code, and St. Vincent Prep Academy (“SVPA”), a chartered nonpublic school and Ohio nonprofit corporation, with offices at 1490 East Main Street; Columbus, Ohio 43205 (the “Parties”).

  BACKGROUND

SVPA is an accredited mental health service provider equipped to educate, instruct, and train students with varying educational and emotional needs;

SVPA provides a year round program that is designed to meet the need of students with intense emotional, mental, and behavioral health challenges;

St. Vincent Prep Academy provided mental health day treatment services to a student of the District during the academic year 2019-2020;
It has been determined that it is necessary for the identified student continue with such services during the summer to assist the student in maintaining skills developed and progress noted during the academic year;

THE PARTIES AGREE AS FOLLOWS:

1. SVPA Programming. The District agrees to place students based on individual students needs in the SVPA’s School-Age Day Treatment Program. SVPA’s Day Treatment program is a non-residential program where students are provided intense mental health services. SVPA’s program features a 1:4 staff to student ratio, an emphasis on social skills, emotional development and behavior management. This program is appropriate for students on an IEP, whose behavior issues prevent him or her from learning in a traditional educational environment. SVPA services include therapeutic services, adaptive behavioral specialist (ABS) in the room, daily group therapy, weekly family therapy and psychiatry.

2. Term. The term of this Agreement shall begin May 22, 2020 and will automatically expire and terminate August 23, 2020.

4. Rates and Billing.
   A. The District shall pay SVPA the per diem rate of $190 of STPA programming. That totals $12,160 for the summer (prorated if the Student discharges for any reason).
   B. The SVPA School-Age Day Treatment program runs Monday through Friday in the summer, with the exception of July 4th.
   C. SVPA shall bill the District on a monthly basis and payments are due from the District within forty-five (45) days after the date on the invoice.

5. Termination of Student’s Placement.
   A. District’s Obligations Conant. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from SVPA for any reason, the parties’ respective obligations under this Agreement for that particular student shall terminate immediately. In addition, for any reason, either party can terminate this Agreement as it applies to any or all students with thirty (30) days written notice to the other party.
   B. Non-Attendance. SVPA will suspend billing if a student exceeds ten (10) consecutive absences. Billing and continued enrollment of the student at SVPA will only resume with the written agreement of the parties.
   C. Student A Danger to Self or Others. In the event that a SVPA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by SVPA’s therapeutic approach, then the Parties will recommend a more appropriate educational placement or immediately terminate the student’s placement at SVPA. A more appropriate placement may be in-home instruction provided by SVPA staff or another placement, as determined by the IEP team and the student’s needs.

6. Insurance. SVPA shall at all times during the Term of this Agreement, or any extension thereof, procure, maintain and keep in force general liability insurance for claims for personal injury, death, or property damage, occurring in connection with SVPA’s implementation of this Agreement, with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence for death or personal injury and not less than One Million Dollars ($1,000,000.00) per occurrence in respect to property damage. Upon request, SVPA shall furnish the District with Certificates of Insurance.

7. Indemnification. SVPA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, Board members, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by SVPA; or ii) any third party claims made by students, parents, or guardians arising out of the Services provided by SVPA or use of SVPA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, SVPA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct
or indirect) if such claim or corresponding losses arise out of or result from, in whole
or in part, the District’s breach of its obligations set forth in this Agreement; or ii) a
breach of the District’s obligations pursuant to 20 U.S. Code §§ 1400 et seq., or
corresponding state special education law.

8. Miscellaneous.

A. Merger. This Agreement contains the entire understanding of the parties
concerning the matters contained herein, and supersedes and replaces any prior or
contemporaneous oral or written contracts or communications concerning the
matters contained herein.

B. Assignment. SVPA shall not assign this Agreement without the written consent of
the District.

C. Notices. All notices or communications under this Agreement shall be in writing
and delivered by US mail or email to a designated SVPA email address.

D. Amendments. All amendments to this Agreement shall be in writing and executed
by both Parties.

E. Independent Contractor. The Parties to this Agreement are independent
contractors. There is no relationship of partnership, joint venture, employment,
franchise or agency created by or between the Parties. Neither party has the power
to bind the other, or incur obligations on the other party’s behalf. As an
independent contractor, SVPA is responsible for all its employees or service
providers, for any and all payroll taxes, withholding, salary, compensation,
worker’s compensation, unemployment compensation, and benefits including, but
not limited to, any payments to the State Teachers Retirement System (STRS) or
School Employees Retirement System (SERS) that may be due by reason of this
Agreement.

F. Captions and Headings. The captions and headings throughout this Agreement are
for convenience and reference only, and the words contained therein shall in no
way be held to explain, modify, amplify or aid in the interpretation, construction
or meaning of the provisions of this instrument.

G. Severability of Provisions. Any provision of this Agreement which is prohibited
or unenforceable shall be ineffective to the extent of such prohibition or
unenforceability without invalidating the remaining provisions of this Agreement.

H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the
parties hereto and their respective heirs, beneficiaries, successors, and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts,
each of which will be deemed an original for all purposes and which together will
constitute one and the same instrument. The parties agree that any duplicate of
this Agreement, including electronic copies or photocopies, shall be deemed as
sufficient evidence of the original Agreement.

J. Choice of Law. This Agreement shall be governed and construed by the laws of
the State of Ohio without regard to conflict of law principles.

K. SVPA will maintain complete and accurate records of all services provided to
students pursuant to this Agreement and shall prepare progress reports, as
required. SVPA will cooperate in the preparation and submission of any reports
that may be required by the District.

L. SVPA represents and warrants that it has obtained criminal background checks
for all SVPA employees having direct or indirect access to students, in
accordance with Ohio Revised Code Sections 3319.39, 3313.391, and 3319.392.

M. Transportation. The District is responsible for transportation arrangements and
costs of students to and from SVPA.
• Saint Vincent Family Center - school year services FY21

This SERVICE AGREEMENT (the "Agreement") is entered into on the 4th day of August 2020, between Circleville City School District (the "District"), an Ohio Public School District, under Chapter 3311 of the Ohio Revised Code, and St. Vincent Prep Academy ("SVPA"), a chartered nonpublic school and Ohio nonprofit corporation, with offices at 1490 East Main Street; Columbus, Ohio 43205 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws;

WHEREAS, the District has determined that individual students may be placed at SVPA to meet the Student's FAPE requirements;

WHEREAS, SVPA is a chartered nonpublic school approved by the Ohio Department of Education to provide curriculum and instruction to students in grades K-8 as well as an accredited mental health service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements; and

WHEREAS, this Agreement permits the District to place individual students in SVPA's programs, on an as needed basis during the 2020-2021 school year;

THE PARTIES AGREE AS FOLLOWS:

1. SVPA Programming. The District agrees to place students, based on the individual students' needs and the students' Individual Education Placement ("IEP") team determination, in SVPA's School- Age Day Treatment Program. SVPA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. SVPA's program features a 1:4 staff to student ratio, an emphasis on social skills, emotional development and behavior management. This program is appropriate for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment. SVPA services include educational and therapeutic services, a teacher and adaptive behavioral specialist (ABS) in the room, daily group therapy, and weekly family therapy. SVPA will adhere to and implement student's IEPs, except as specified in Paragraph 2. Should SVPA move to a distant learning model, all services will continue to be provided using google classroom, zoom, or doxy.e, and/or any other remote learning platform required.

2. Related Services. The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. SVPA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at SVPA facilities. The District shall be solely responsible for contracting and contracting with the licensed professionals who will provide these services to the District's students. This does not include related services that may be on students'
IEPs but are services that SVPA provides to students as part of this Agreement (e.g.,
those related to mental health or social skills development).

3. Term. The term of this Agreement shall begin August 24, 2020 and will automatically
expire and terminate June 4th, 2021.

4. Rates and Billing.
   A. If a student qualifies for Ohio Medicaid behavioral health services, the District shall
   pay SVPA the per diem rate of $150 for each school day the Student is enrolled by
   the District. The educational school year includes all: teacher in-services, calamity
days, truancy days in accordance with Section 5(B), absenteeism, local and national
catastrophes and parent teacher conferences, which may occur during the Term of
this Agreement.
   B. If a student does not qualify for Ohio Medicaid behavioral health services, the
   District shall pay SVPA the per diem rate of $250 for each school day the Student is
   enrolled by the District under the same terms as outlined in Section 4(A) above.
   C. Students are counted on the District's Average Daily Membership ("ADM") for
   federal, state and local funding purposes.
   D. SVPA shall bill the District on a monthly basis and payments are due from the
   District within forty-five (45) days after the date on the invoice.

5. Termination of Student's Placement.
   A. District's Obligations Cease. In the event that the District is no longer legally or
   financially obligated to provide educational services to a particular student, or if the
   student is discharged from SVPA for any reason, the parties' respective obligations
   under this Agreement for that particular student shall terminate immediately. In
   addition, for any reason, either party can terminate this Agreement as it applies to
   any or all students with thirty (30) days written notice to the other party.
   B. Non-Attendance. SVPA will suspend billing if a student exceeds ten (10)
   consecutive absences. Billing and continued enrollment of the student at SVPA will
   only resume with the written agreement of the parties.
   C. FAPE. If the IEP team, in accordance with federal and state law, determines that
   a particular student is not benefiting from the SVPA's programming and services, the
   parties will terminate the student's placement at SVPA.
   D. Student A Danger to Self or Others. In the event that a SVPA mental health
   professional identifies a student to be homicidal, or have a strong likelihood of
   inflicting bodily harm on himself/herself or others that is not likely to be mitigated
   by SVPA's therapeutic approach, then the Parties will recommend a more
   appropriate educational placement or immediately terminate the student's placement
   at SVPA. A more appropriate placement may be in-home instruction provided by
SVPA staff or another placement, as determined by the IEP team and the student's needs.


A. SVPA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifaceted evaluation team reports, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

B. The District shall have access to its assigned students’ educational records, and may request such records at any time. SVPA shall provide such records within fourteen (14) calendar days of the request, or as otherwise required by law.

C. Before placement at SVPA has begun, the District shall provide to SVPA documents or information regarding a student’s violent or aggressive propensities.

D. SVPA will maintain complete and accurate records of all services provided to students pursuant to this Agreement and shall prepare progress reports, as required, related to implementation of students’ IEPs. SVPA will cooperate in the preparation and submission of any reports that may be required by the District. If restraint or seclusion is ever used with a student, SVPA shall report this to the District within one calendar day.

7. Background Checks and Teacher Licenses.

A. SVPA represents and warrants that it has obtained criminal background checks for all SVPA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39, 3313.391, and 3319.392.

B. SVPA represents and warrants that its teachers hold current licenses in the state of Ohio authorizing them to teach at a charted nonpublic school. Special education services, as identified in the Student's IEP, will be provided by a teacher holding certification in special education, as would be required in a public school district.

8. Insurance. SVPA shall at all times during the Term of this Agreement, or any extension thereof, procure, maintain and keep in force general liability insurance for claims for personal injury, death, or property damage, occurring in connection with SVPA's implementation of this Agreement, with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence for death or personal injury and not less than One Million Dollars ($1,000,000.00) per occurrence in respect to property damage. Upon request, SVPA shall furnish the District with Certificates of Insurance.

9. Indemnification. SVPA, for itself and its agents, contractors, directors, employees, officers, representatives, successors, assigns and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by SVPA; or ii) any third party claims made by students, parents, or guardians arising out of the Services provided by SVPA or use of SVPA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, SVPA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1400 et seq., or corresponding state special education law.
10. Miscellaneous.

A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

B. Assignment. SVPA shall not assign this Agreement without the written consent of the District.

C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated SVPA email address.

D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.

E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party’s behalf. As an independent contractor, SVPA is responsible for all its employees or service providers, for any and all payroll taxes, withholding, salary, compensation, worker’s compensation, unemployment compensation, and benefits including, but not limited to, any payments to the State Teachers Retirement System (STRS) or School Employees Retirement System (SERS) that may be due by reason of this Agreement.

F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which taken together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.

J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.

K. Transportation. The District is responsible for transportation arrangements and costs of students to and from SVPA. For continuity of care SVPA offers year-round treatment, so District is also responsible for transportation arrangements and costs during winter and spring breaks.

L. Pandemic Disruption. In the event that education and services cannot be provided onsite at SVPA, both education and services will be delivered remotely. Such services will continue via education packets, online classroom, telehealth and other means necessary. All terms of the contract, including billing rates and payment terms, will continue.
• The Learning Spectrum - FY21 - educational services, therapy services, one-to-one aide

Educational Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (C Bottenhouse) (student) (herein after "CLIENT") for the benefit of Educational Services.

WHEREAS,

• LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
• LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnostic groups; and
• LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

3. SERVICES PROVIDED. LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

Educational Services provided in a small group setting Monday thru Friday from 8:00am-3:30pm for the 2020-2021 school year. All Programs, progress reports, IEP suggested goals included.

LEARNING SPECTRUM further agrees:

• The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;
• That it will keep and maintain appropriate, accurate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT;
• That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
• That it will perform all duties for students as outlined and required by a particular student’s IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
• If providing services to students on CLIENT’s property, the LEARNING SPECTRUM’s employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. FEES. LEARNING SPECTRUM will be paid the following fees for the services provided:

$40,000

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due after (30) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars ($25.00).
All invoices shall be considered accurately stated and earned unless written objection is received by LEARNING SPECTRUM before the invoice is considered paid in full.

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **Positive Behavior Intervention.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and any affiliated service providers, will comply with all Ohio laws and regulations regarding the appropriate implementation of restraints and seclusions, including but not limited to Ohio Administrative Code Section 3301-35-15.

5. **Behavior Clause.** LEARNING SPECTRUM reserves the right to dismiss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If a child’s IEP team determines that an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

6. **No Compete Clause.** CLIENT’S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff or therapist.

7. **Independent Contractor.** The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SESS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM’s service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

8. **Student Privacy.** The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

9. **Criminal Records Check.** The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

10. **Professional Liability Insurance.** The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

11. **Indemnification.** The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from and against any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers’ compensation taxes, unemployment taxes, STRS/SESS contributions and/or any other governmental charges or
Therapy

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SERVICES PROVIDED. LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child:

   60 minutes per week Speech and Occupational Therapy Services through 1:1 and small groups for the 2020-2021 school year. Services to include IEP present levels, suggested goals, and progress reports.

   LEARNING SPECTRUM further agrees:
   - The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;
   - That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist

   CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.
   - That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
   - That it will perform all duties for students as outlined and required by a particular student’s IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.

   If providing services to students on CLIENT’s property, the LEARNING SPECTRUM’s employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

   Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. FEES. LEARNING SPECTRUM will be paid the following fees for the services provided:

   $4050
LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due after (30) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars ($25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by LEARNING SPECTRUM before the invoice is considered past due.

CLIENT will, in addition to payment for services, reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

2. POSITIVE BEHAVIOR INTERVENTION. The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will comply with all Ohio laws and regulations regarding the appropriate implementation of restraints and seclusions, including but not limited to Ohio Administrative Code Section 3301-35-15.

3. Behavior Clause. The LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an Individual Aid for any child who is exhibiting behavior that takes away from the learning experience. If a child's IEP team determines that an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

4. Non-Compete Clause. CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and/or therapist.

5. Independent Contractor. The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall remain in force and effect and survive termination of this Agreement.

6. Student Privacy. The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

7. Criminal Records Check. The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

8. Professional Liability Insurance. The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

9. Indemnification. The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from and against all claims, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees
• Jackson Transportation - transportation for FY21 School Year

COMPANY OVERVIEW
Jackson Transportation has been in operation since April 1995 and is in Jackson, Ohio. Mr. Wayne Lester purchased Jackson Transportation in January 2001. The company provides taxi, courier, and special needs transportation services in Jackson County and the surrounding 18 Southern Ohio counties. Jackson Transportation prides itself in providing their clients with safe and efficient transport with the utmost courtesy and respect. A list of these counties is provided in the table below:

<table>
<thead>
<tr>
<th>Adams</th>
<th>Hocking</th>
<th>Pickaway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athens</td>
<td>Jackson</td>
<td>Pike</td>
</tr>
<tr>
<td>Brown</td>
<td>Lawrence</td>
<td>Ross</td>
</tr>
<tr>
<td>Fairfield</td>
<td>Meigs</td>
<td>Scioto</td>
</tr>
<tr>
<td>Gallia</td>
<td>Morgan</td>
<td>Vinton</td>
</tr>
<tr>
<td>Highland</td>
<td>Perry</td>
<td>Washington</td>
</tr>
</tbody>
</table>

Wayne Lester has over 25 years of experience in the transportation industry. He began working with Jackson Transportation during his teen years when the company was owned by his grandparents. Mr. Lester started as an office worker handling administrative duties for the company, and then progressed into working as a mechanic on the company’s fleet of vehicles. Gradually, Mr. Lester’s responsibilities within the firm grew and he began working as a dispatcher, and then handling the billing for Jackson Transportation. Since Mr. Lester purchased the company in 2001, he has been steadily growing the business. In 2007, revenues for Jackson Transportation will exceed approximately $650,000.

PRODUCT/SERVICE DESCRIPTION
The services offered by Jackson Transportation include Private pay, small package courier, and transport of persons with special needs. The special needs service includes transporting people unable to travel to and from doctors' appointments in the Appalachian region. The service offered by Jackson Transportation is typically door to door and usually involves one client per trip. Services for the public are available from 8:00 AM to 5:30 PM, Monday through Saturday. For corporate accounts, Jackson operates 24 hours per day, seven days per week. Pricing for trips is on a per-mile basis. Each loaded mile is $2.95, with $17.00 hour of wait time if wait time is needed. The Wait time is broken up into fifteen-minute increments. These rates are based on per unit. If additional units are needed, they would charge the same rate per mile. If Jackson Transportation would provide support aid for a student(s) that would be billed at 30.00 an hour of the trip duration to and from any one location to any one location.

OPERATIONS

Location
Jackson Transportation is a Limited Liability Company owned and operated by Mr. Wayne Lester. The company is located at 287 Elm Road Ray, Ohio 45672.
Capacity
Currently, Jackson Transportation has the capacity to handle from one to hundred trips per day. As demand for additional trips per day increases, Jackson Transportation Group LLC could increase its capacity through the acquisition of additional vehicles and drivers. Jackson Transportation could purchase a larger vehicle to transport more clients all at one time.

Drivers typically have several appointments per day. Nearly 95% of Jackson Transportation’s trips involve transporting people to medical appointments or couriersing medical documents and supplies. An average trip for Jackson Transportation is 30 to 40 miles in length and takes four to five hours to complete. This time includes any wait time associated with the client’s appointment.

Inventory
Jackson Transportation’s fleet is comprised of fifteen minivans and one sedan car. And five wheelchair buses. Each of the vehicles is a late model edition. All of Jackson Transportation vehicles are decaled with our company logo on with the unit number and phone number on it. Jackson Transportation vehicles are tracked with satellite tracking software. We know where all our vehicles are always.

Scheduling
Customers have several methods of contacting Jackson Transportation. Trips can be scheduled through the company’s fax number, phone number, and/or email account. The phone is staffed 24 hours a day with a Jackson Transportation employee. The person answering the phones has a protocol to follow, which is outlined in the company’s operations manual.

Clients with emergency situations should call Jackson Transportation so a driver can be dispatched quickly, and in the safest manner. Nearly seven days a week and 24 hours per day, Jackson Transportation has a driver and a vehicle on call. In addition, Jackson Transportation has the flexibility to re-route and re-assign drivers to handle emergency situations.

Trips are categorized by route and appointment time. Trips are scheduled to maximize appointment and travel times. If needed, drivers are provided with maps and directions to both the client’s pick-up and drop-off locations. Jackson Transportation has strict policies to prevent lateness. Drivers are required to call the dispatcher once a client has been picked-up, and again when the client is dropped-off at their appointment. On the return segment of the trip, drivers are again required to call the dispatcher once the client had been picked-up and then when they have been dropped-off. These measures ensure that every client and trip is properly completed.

Drivers are required to assist clients in any way to ensure their safety and satisfaction. Each client is given a business card with the driver’s cell phone number, so if their appointment runs longer than expected they can call the driver. If a client’s appointment runs late, then Jackson Transportation has the flexibility to reassign the trip to another driver or have the same driver will return for the client.

Staffing model
Jackson Transportation has fifteen drivers and 3 back-up drivers. Drivers assist clients by making them safe and secure during the trip. As part of the hiring process, Jackson Transportation subjects each driver to a Pre Employment drug test and T-8 Physical administered by Holzapfel Clinic, Occuscreen completes a background criminal investigation, and reviews the Bureau of Motor Vehicles driving record for all potential candidates. Jackson Transportation also check all web searches for sex Offender and any other criminal activities that might be missed. All drivers must be at least 25 years of age.

Once a driver is hired, Jackson Transportation requires the driver’s to successfully complete the following trainings: defensive driving, spill kit use, biohazard removal, passenger assistance, safety, and sensitivity training. A safety meeting is held every three months to ensure that drivers are kept abreast of the newest safety measures and sensitivity trainings. Each driver is also provided with, and must become familiar with, the Jackson Transportation company handbook. As employees, drivers are required to complete an annual drug screening test. Jackson Transportation also reserves the right to have drivers perform random drug tests if suspicious behavior warrants such an action.
Maintenance
Preventive maintenance and "tune-ups" of the vehicles is conducted every 5,000 miles by Jackson Transportation. Each evening the drivers are required to clean and inspect the vehicles to ensure they are in good operational order. Any major vehicle repair is conducted by local dealers in Jackson, Ohio. Maintenance records for the vehicles are kept on file in the Jackson Transportation company office.

Invoices
Terms on invoices are Net 30. Billing is handled by Mr. Lester and invoices are sent on the first week of each month.

Legal Aspects
Jackson Transportation is insured by Berkshire Hathaway Insurance located in Chicago, Illinois. Insurance limits include: 1,000,000 combined single limits. We also carry a general liability insurance limits are at 1,000,000. And 2,000,000 Million Dollar Umbrella Insurance. Since Mr. Lester has owned Jackson Transportation, no losses have been reported to the insurance company. All of Jackson Transportation employees are covered by worker's compensation. This contract is good for one year from August 1st, 2020 thru July 31st, 2021 when both parties sign the contract in order.

- Ohio Health Berger Hospital - for OT & PT (continuing contract)
- Brooks Yates - for educational services for special needs student

AGREEMENT BETWEEN:
PICKAWAY COUNTY DEVELOPMENTAL DISABILITIES

And

THE CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION

I. PREAMBLE
Whereas, Pickaway County Developmental Disabilities (PCDD) is authorized pursuant to Ohio Revised Code 5126.05(A)(4) to provide or contract for special education services and ensure that related services are available according to the plan and priorities of such Board,

Whereas, the PCDD is, pursuant to Ohio Revised Code Sections 3323.021 (effective September 16, 1998) and 5126.04(D) and (E), electing to participate in the provision of educational services directly or by the contracting for the provision of such services, to the extent and according to the terms indicated in this agreement,

Whereas, Ohio Revised Code 5126.05(C) permits and authorizes county boards of developmental disabilities to enter into contracts and agreements with public or private agencies or organizations of the same or another county to provide facilities, programs, and services authorized or required upon such terms as may be agreeable,

Whereas, the Circleville City School District Board of Education ("the Board of Education") desires to participate with the PCDD in the provision of services upon the terms stated herein, therefore, PCDD and the Board of Education hereby agree as follows:

II. OBLIGATIONS
A. The parties agree that PCDD will not provide services directly or by contract to any individual unless PCDD has determined the individual to be eligible for its services.

B. With regard to each child determined eligible in accordance with paragraph II (A) above, the Board of Education agrees to notify PCDD of every educational planning meeting concerning such child, including all Individual Education Plan ("IEP") conferences. PCDD has the right to have a representative attend all such conferences and PCDD shall be permitted to be a signatory to any document, such as an IEP, where the resources of PCDD may be affected. Provided that this paragraph shall have no effect unless and until PCDD has notified the Board of Education that PCDD has determined the individual to be eligible for services pursuant to this agreement and that PCDD may be providing services to such individual.
C. PCDD may change the Board of Education for services provided by PCDD directly or by contract only if the Board of Education agrees in writing to pay for such services. An Exhibit to this contract that shall be affixed hereto and is specifically made a part hereof may evidence such agreement or, if such agreement is entered into after the effective date of this agreement, such agreement shall be considered an addendum to this agreement and shall be subject to the terms of this agreement.

D. If PCDD intends, during the next school year, to increase the amount it charges for some or all of the services for which the Board of Education has agreed to pay or if PCDD intends to cease offering all or part of any services provided, PCDD shall notify the Board of Education of such intention no later than the first day of March of the current fiscal year. PCDD shall make no changes of the type indicated in this paragraph if such notice is not provided.

E. If the Board of Education intends to cease obtaining any or all services it obtains from PCDD for the next school year or intends to change the type or amount of services it obtains from PCDD for the next school year, the Board of Education shall notify PCDD of such intention no later than the first day of March of the current fiscal year. The Board of Education shall make no changes of the type indicated in this paragraph if such notice is not provided.

F. PCDD agrees to comply with all applicable federal and state laws and regulations pertaining to services provided by PCDD pursuant to this agreement.

III. FURTHER TERMS

A. Agreement to be bound: The parties agree to be bound by all the terms of this agreement including the Preamble thereto.

B. Term: This agreement shall be effective from July 1, 2020 through June 30, 2021 unless extended, modified or terminated as hereinafter provided.

C. Termination: This agreement may be terminated prior to the expiration of the term hereof as follows:

1. Termination by Agreement: In the event PCDD and the Board of Education shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein.

2. Termination for Good Cause: Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible; however, this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give that party ten (10) days within which to cure such defaults. In the event that the defaults are not cured within the ten (10) day period, notice in writing shall be given to the defaulting party and this agreement shall terminate ten (10) days from the date of such notice.

D. Amendment; Modifications; Extensions: This agreement may be amended, modified, or extended by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.

E. Notices: All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, or sent, postage prepaid, by between:

Michael Pelcic, Superintendent
Pickaway County Developmental Disabilities
200 East High Street
Cirleville, Ohio 43113

And

Jonathan Davis, Superintendent
Cirleville City Schools
388 Clark Drive
Cirleville, Ohio 43113
On a motion by Mr. Wagner, seconded by Mrs. Tipping the Board approved the contract with Accent Care for nursing services for special education students, as presented:

This agreement made on the 5th day of August, 2020, by and between AccentCare Home Health of CA, Inc. (Provider), a duly licensed and certified provider of home health services in Ohio, located at 119 South Court Street, Suite A, Circleville, Ohio, and Circleville City School District, located at 388 Clark Drive, Circleville, Ohio.

The Provider shall provide a nurse to accompany from 8:15 am until 4:30 pm, these hours will be billed to Circleville City Schools.

A nurse will accompany Lane to school 4 days per week while school is in session.

During the period of time the nurse is with the patient to, during and returning home by bus, the school is responsible to reimburse the Provider a rate of $32.00 per hour.

Provider will submit a monthly statement for services rendered to the patient to the Circleville City School District no later than the 10th day of each month. The school will pay the provider upon receipt of the invoice.

The assigned provider nurse will provide any/all necessary assessments, medical interventions, medication administration etc. for the patient as may be necessary. The provider nurse will also work with the teachers to maximize the patient's learning and socialization skills.

This agreement shall continue in full force for the 2020-2021 school year and effect thereafter until it is terminated by either party giving the other 30 days written notice of such termination, with or without cause. If the parents no longer
need the services of AccentCare Home Health this contract will be immediately null and void.

This agreement is subject to the terms and conditions set forth above and in witness whereof, the undersigned have entered into this agreement on the date first written above.

Health Insurance and Portability and Accountability Act:

AccentCare Home Health and LEA agree to uphold the privacy standards set forth in the Health Insurance Portability and Accountability Act (HIPAA) and any regulations promulgated thereafter as they may be amended. Specifically:

a) AccentCare Home Health and the LEA agree to comply with the requirements of 45CFR164.504(e)(1).

b) AccentCare Home Health and the LEA agree that the representatives of oversight entities including the US Department of Health and Human Services, ODM, ODE, DDOD or their respective designee may access books, documents and records.

c) Neither AccentCare Home Health nor the LEA has been suspended or debarred.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe the Board voted to rescind the following

- Blended Learning Declaration
- po2370.01

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

On a motion by Mrs. Tipping, seconded by Mr. Burrow the Board approved the Remote Learning Plan, as presented:

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 approved the 2020 - 2021 Substitute Teacher list from the Pickaway County ESC, as presented.

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 the amended 2020-2021 academic calendars, as presented:

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 Memorandum of Understanding between Circleville City Schools and the Circleville Education Association, as presented:

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 the School Resource Officer Memorandum of Understanding and compensation agreement between Circleville City Schools and the Circleville Police Department, as presented:

School Resource Officer Compensation Agreement

The City of Circleville Division of Police and the Circleville City School District have agreed to have a School Resource Officer for the 2020-2021 School Year. The agreement allows for an Officer of the Circleville Police to be assigned for 190 days as the primary officer for the school district. This officer reports to the school as the duty station for the day.

The City and the School District agree the compensation of $42,000.00 Forty-two Thousand Dollars will be paid to the City of Circleville Division Of Police for the services of the School Resource Officer. This will be billed in two installments of $21,000 at the winter break and at the last day of the School Year.

Additional costs for services, (Overtime at the request of the School District) outside the agreement will be billed at the officer regular overtime rate. This will also be billed in two installments as part of the normal billing process. Overtime will be for events or in circumstance where the School requires the School Resource Officer to be present outside the approved Memorandum of Understanding between the Police and the School District.

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on August 12th, 2020 by the below listed entities:

Circleville City School District
&
Circleville Police Department

This document will serve as the written agreement between the Circleville City School District and the Circleville Police Department. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as tampering or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.
I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed in schools and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

1) Law Enforcement

2) Fostering Positive School Climate/Crime Prevention

3) Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officers/sheriffs deputy.

Fostering Positive School Climate/Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education – SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community in building positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO Program will consist of full time/part-time Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Circleville City School District and the Circleville Police Department Rules and Regulations.
B. Officer Recruitment & Selection

School officials and the police department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

1) College or degree coursework - SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.

2) Experience as a police officer and commitment to student well-being - SROs must have a minimum of two years’ experience as a patrol officer, be at least 21 years of age and have experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.

3) Successful performance - All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MDU’s, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PDBS, and cultural competence.

V. Operational Procedures

Chain of Command for SRO’s: The S.R.O. will be ultimately accountable to the Circleville PD chain of command. However, while at the school, the S.R.O. will be additionally accountable to the principal or their designee. The S.R.O. is expected to cooperate with the school officials, including administrators and faculty. The S.R.O. will abide by school policy and respond to the requests of school officials.

The SRO’s activity in the school is guided by the following procedures and supervision and evaluation shall be provided by school administration to effectively support SRO’s efforts and monitor their progress:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department/sheriff’s office. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
2) Foster mutually respectful relationships with students and staff to support a positive school climate.
3) Provide information concerning questions about law enforcement topics to students and staff.
4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5) Coordinate investigative procedures between police and school administrators.
6) Handle initial police reports of violent crimes committed on campus.
7) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8) Attend school special events as needed.
9) Prepare lesson plans as necessary for the instruction provided.
10) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

Normally, the SRO is in uniform as agreed upon by the School and Police Department.

C. Daily Schedule

To be determined by the commanding officer and the school administrators consistent with the MDU.
D. Absence/Substitution

The school district and police department should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

E. Special Events

To be determined by the commanding officer and the school administration consistent with this Agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district, however, they will spend the majority of this time on Circleville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties’ common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.

2) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.

3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and the chief of Police or Sheriff. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system. (Contact the Ohio School Resource Officers Association for sample reports). See J.1. below.

J. Sharing of Information

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio’s Public Records Law, and relevant Circleville FD and School District policies.

2. The sharing of arrest related information by the SRO with school administration upon request or as the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Circleville FD or from other Police agencies coming into contact with students from Circleville City School District.

3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4 If the S.R.O. is aware of information on a student that is officially obtained by the Circleville PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the S.R.O. may forward that information to school administration.

5 If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a command person at the PD.

6 Information which the S.R.O. obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the S.R.O. as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student’s school record.

7 Hearst information or rumors will alone, not be the basis for any formal action by the Circleville PD. It can be used in an intelligence capacity or to validate the need for further investigation.

8 Any information that is obtained by the S.R.O. that pertains to criminal activity occurring outside the district limits shall be relayed to the police department of jurisdiction.

9 When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the S.R.O. shall contact his immediate supervisor as soon as possible.

10 The S.R.O. shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone’s health or safety, time sensitivity, and the direct relationship of the information to the emergency.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

K. Role In Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student’s person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

i. Strip searches of students by SROs are prohibited.

ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

Limits on Interrogations and Arrests

1 Interrogations — SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language.
and informing the student’s parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

2. Arrears - Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

i. Building principals and the Superintendent or her designee shall be consulted prior to an arrest of a student when practical.

ii. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.

iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

L. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Circleville City School District. During critical incidents, occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

M. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. School District Responsibilities

The Circleville City School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO’s duties:

1. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.

2. A location for files and records which can be properly locked and secured.

3. A desk with drawers, chair, work table, filing cabinet, and office supplies.

4. The opportunity for SROs to address teachers, school administrators, and student families about the SRO program, goals, and objectives.

5. The opportunity to provide input regarding criminal justice problems relating to students.

6. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.


8. School staff designate for referrals for counseling and other school-based and community-based supportive services for students and families.

9. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

10. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.

11. Provide training to teachers, administrators, staff, and SROs about when to involve SRO with student misconduct and about available alternatives to arrest.

VII. CRISIS PLANNING

Circleville City School District and the City of Circleville Police and Fire Departments will coordinate Crisis Planning and training. Each entry will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District’s preparedness plan. Circleville Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

VIII. Reviewing the MOU and SRO Program

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the Circleville Police Department and include notice to the appropriate school administration. This process will be made known to parents and students through Circleville City Schools.

IX. PROBLEM RESOLUTION

Uphill difficulties or questions will be resolved by negotiation between the Superintendent of Circleville City School District and the Circleville Police Department or their designees.

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 approved the agreement with YMCA for the housing of the CES preschool program, as presented.

This use of facilities agreement is between the YMCA of Central Ohio and the Circleville City School District, hereinafter respectively called the YMCA and the user. The agreement provides for the user to conduct Preschool programming in two second-floor classrooms and a common area of the Pickaway County Family YMCA from August 13, 2020 to May 28, 2021 at a rental rate of $2,000 a month, or $18,000 for the school year. The classroom spaces to be used measure 3,000 square feet.

IN CONSIDERATION of being permitted to utilize two second-floor classrooms and a common area of the Pickaway YMCA to hold Preschool programming, and for payment of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment therein have been inspected and carefully evaluated and that the user finds and accepts the same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION of being permitted to enter the YMCA for any purpose consistent with this agreement, including but not limited to evaluation or use of facilities or equipment, the user hereby agrees to the following:

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

2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.

3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees.

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

IT IS FURTHER MUTUALLY AGREED between the parties that:

a. The user shall not violate any city, county, or state law in or about the said premises.
b. The user shall not assign this agreement without written consent of the YMCA.
c. The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of $1,000,000 that are updated annually and provide notice of cancellation.
d. The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation.
e. Circleville City Schools staff will provide routine cleaning of high-touch areas during the school day with specialized cleaning supplies provided by the YMCA.
f. The YMCA of Central Ohio will provide in-depth, end-of-the-day cleaning services that meet accepted COVID-19 standards.
g. Circleville City Schools agrees that all district staff will have their body temperatures checked and should perform a symptom assessment before being allowed entry beyond the lobby of the YMCA; any staff showing a body temperature higher than 100 degrees or exhibiting symptoms will be denied entry until they meet current requirements for return to work.

h. State-mandated social distancing rules will also be observed during the school day among staff and students.

i. All CCS staff will be required to wear face masks when in the YMCA.

j. Other areas of the YMCA - including the swimming pool, playground, family center and gymnasium - would be available for use by CCS within the schedule availability and guidelines of other YMCA programming, as well as COVID-19 operational mandates.

k. An initial monthly payment of $2,000 is due Net 15 days following formal contract approval. Subsequent monthly rental payments are due by the 20th day of each month following the initial payment through May 2021, unless otherwise negotiated.

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

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

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 the agreement with Pickaway County Community Action Head Start Program, as presented.

COLLABORATIVE AGREEMENT
BETWEEN PICKAWAY COUNTY COMMUNITY ACTION ORG., HEAD START AND
CIRCELVILLE CITY SCHOOLS

EFFECTIVE DATE OF THIS AGREEMENT: AUGUST 1, 2020 – JUNE 30, 2021

As part of the LEA agreement between Pickaway County Community Action Org., Inc. (PICCA) Head Start and the Circleville City School District (CCS) Special Education Unit, a joint classroom will be shared and operated in a facility provided by CCS.

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

- A special education licensed teacher.
- A substitute teacher when needed.
- A classroom aide and substitute when needed.
- Related services such as OT, PT and Speech as required to appropriately serve children with an IEP in the preschool unit, and enrichment for all children.
- A classroom for conducting classes Monday-Friday for a maximum of eight (8) CCS preschool children identified with an IEP and eight (8) CCS District preschool children without an IEP. Identified by PICCA Head Start. All children will be enrolled in Head Start and receive comprehensive service. Services will be provided virtually if COVID-19 conditions cause CCS to implement a virtual plan.
- Instruction of all supplies and specialized equipment needed to meet specific needs of children with special needs.
- In-service training as needed.
- In-kind contribution for salary and fringe paid by CCS to their special education licensed teacher, OT, PT, Speech Therapist, and itinerant teachers who also provide services to PICCA Head Start enrolled children. In-kind contribution will be for the portion of salaries for these positions that are not supported by federal funds.
- Opportunity for shared planning time with PICCA Head Start educational staff.
- Shared instructional supplies and classroom equipment.
- Transportation services to transport children to and from school.
- Lunch for children enrolled.
- Playground and gymnasium usage.
- Maintain Ohio Department of Education preschool licensing for the classroom.
- Participate fully in Ohio's SUTQ rating system and submit annual reports.
PICCA Head Start agrees to provide the following:

- Identification and enrollment of children without an IEP.
- A PICCA Head Start Teacher/Advocate who will coordinate Head Start services with CCS.
- Supervision of the PICCA Teacher/Advocate.
- Shared instructional supplies and classroom equipment.
- Substitute for PICCA Head Start Teacher/Advocate.
- In-service training with PICCA Head Start staff.
- Dental, vision and hearing screenings of children in the shared classroom within 45 days, and assistance of screening for all CCS preschool students by providing training and equipment.
- Tracking of physicals, screenings and dental services for children in the shared classroom.
- Family services—resource and referral for family needs.
- Administrative support for educational and family support and health services.
- Transportation for field trips and special program events as needed.
- Support to prepare for all requirements for SUTO rating.
- Daily breakfast, meeting the Child and Adult Care Food Program (CACFP) requirements for reimbursement. The Head Start Teacher/Advocate will provide documentation and coordinate menu and supplies with the PICCA Head Cook and the CES Administrative team.
- Payment for teachers’ lunches served in the classroom on class days.

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 Board approved the authorization of META Solutions to advertise and receive bids for school bus chassis and bodies.

Whereas, the Circleville City School Board of Education wishes to advertise and receive bids for the purchase of 81 passenger conventional school buses. Therefore, the Circleville City School Board of Education wishes to participate and authorize META Solutions to advertise and receive bids on said Board’s behalf as per the specifications submitted for the cooperative purchase of school buses. This resolution does not obligate the district to purchase the buses.

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

On a motion by Mr. Reeser, seconded by Mr. Burrow the Board approved the Agreement with the Pickaway County Sheriff for the D.A.R.E. Program for the 2020-21 school year, as presented.

WHEREAS, the Board is desirous of acquiring services for instruction of the D.A.R.E. curriculum;

and

WHEREAS, the Sheriff is willing to provide such services by way of a properly qualified Deputy

and having determined that the costs of providing such services have been ascertained to be an amount not less than the payments required hereunder;
NOW, THEREFORE, pursuant to the terms of the Ohio Revised Code Section 311.28 and in consideration of the mutual covenants expressed herein, it is agreed as follows:

1. The Sheriff agrees to provide a uniformed Deputy Sheriff, qualified in Instruction of the D.A.R.E. curriculum for a period of eleven (11) weeks, and for a total time of in class and out of class involvement with said curriculum in the estimated amount of 372 hours.

2. The Board agrees to pay the Sheriff the sum of $4,000.00, payable at such times as may be mutually agreed upon, to the Treasurer of Pickaway County, Ohio, to a special fund to be known as the "Sheriff's Police Revolving Fund." It is further agreed that, by mutual agreement of the parties, the Board may advance and pay additional sums to defray expenses for supplies, administration, or other expenses incident to the purpose of this contract.

3. The County, its officers and employees, including but not limited to; the Sheriff and his employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the Board, or any officer, agent or employee thereof, and said Board agrees to hold harmless, indemnify and defend the County and the Sheriff, and their officers, employees, from any and all claims for damage arising there from.

The Board further agrees to hold harmless, indemnify and defend the County and the Sheriff, their officers and employees from any and all claims for damages resulting from the enforcement of any rules, regulations, and policies of the Board, excepting claims arising from the alleged personal misconduct or negligence of a Sheriff's Deputy or employee.

4. It is understood and agreed by the parties that no Deputy, or other employee of the Sheriff, shall be deemed an employee of the Board, except as otherwise stated herein.

5. A report of activity is to be made available to the Board in regular intervals as may be reasonable and requested by the Board.

6. The Sheriff reserves the right to use the aforesaid Deputy Sheriff in an emergency or emergencies as he sees fit.

7. This contract shall be for a four month period and terminates on the 26th day of March, 2021. Termination of the Agreement prior to the above date shall require ninety (90) days written notice either party.

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 Board policies, as presented.

- po3220
- po8450.01
- po2266

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

On a motion by Mr. Wagner, seconded by Mrs. Rothe the Board approved the Elementary Chromebook Agreement, as presented.

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

On a motion by Mr. Reeser, seconded by Mr. Burrow the Board approved Patricia Brooks (CHS Cook) to utilize her sick leave and then begin a two-year unpaid leave of absence per the Ohio Revised Code, effective October 3, 2020.

On a motion by Mrs. Tipping, seconded by Mr. Reeser the Board approved the bus routes for the 2020 - 2021 school year, as presented.

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 Tennis Court Project and authorize the competitive proposal process, as presented.

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

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

- Financial Reports - July 2020
- Warrants - July 2020
BOARD OF EDUCATION REGULAR MEETING
August 12, 2020

Establishment of New Fund:

- 510-9021 - Coronavirus Relief Fund
- Transfer to Covid Account:
- From General Fund 001-0000 to General Fund - Covid Expense FY21 - $50,000
- Approve the FY21 - Amended Certificate of Estimated Resources and the Permanent Appropriation Resolution

Requisitions Over $10,000:

- THE LEARNING SPECTRUM - educational and therapy services for 2020-2021 School Year - $173,400.00
- ST VINCENT FAMILY CENTER - extended school year service and educational services for school year 2020-2021 - $54,660.00
- BROOKS YATES CENTER - educational services - $10,780.76
- JACKSON TRANSPORTATION - transportation - $88,000.00
- MULTI COUNTY JUVENILE DETENTION - education services - $20,000.00
- OHIO HEALTH BERGER HOSPITAL - district nursing services and PT services for special needs students - $67,000.00
- OHIO MACHINERY CO - school bus purchase - $91,290.00
- ACCENTCARE HOME HEALTH CARE - nursing services for special needs students - $30,000.00
- XTEK - swipe access for fieldhouse and wrestling room - $29,693.00
- PICKAWAY COUNTY YMCA - facility rental for preschool space for SY20-21 - $18,000.00
- CITY OF CIRCLEVILLE - POLICE DEPARTMENT - resource officer - $43,000.00
- EDMENTUM - additional online curriculum for CHS - $14,500 (for a total of $24,500)

After the Facts:

- PICKAWAY HEALTH SERVICES - physical and drug screens - $2,500.00
- USCARE FUNDRAISING LLC - sanitizing products - $1,200.00
- NORTHWEST EVALUATION ASSOCIATION - student assessments (New Hope Auxiliary Grant Funds) - $1,562.00
- JAY DARLAND - maintenance items - $161.55
- SV ACQUISITIONS - Safe School Helpline - $1,757.60

Donations:

- Community United Methodist Church - COVID19 Meals - $230
- Jacob Pruitt - playground equipment for special needs students - $100

Mr. Reeser - yes; Mrs. Rothe - yes; Mrs. Tipping - yes; Mr. Burrow - yes; Mr. Wagner - yes
Superintendent, Jonathan Davis, presented his report to the Board.

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

Board President Comments.

During the discussion a motion was made by Mr. Reeser, seconded by Mrs. Tipping to award each contracted employee a onetime stipend of $100 to be paid on September 15, 2020, as a sign of thanks and to help with safety toward the prevention of COVID19.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the board entered into executive session 8:35 p.m. in accordance with (O.R.C. 121.22 G) for (a) consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

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

The Board returned to general session at 10:42 p.m. at which time two additional items were placed on the record for discussion.

On a motion by Mrs. Rothe, seconded by Mrs. Tipping the Board approved a 2% increase for the Treasurer, Kristen Rhoads effective 8/1/2020.

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 addition of one year to the superintendent, Jonathan Davis contract.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe the board voted to adjourn the meeting at 10:45 p.m.

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

[Signatures]

President

ATTEST

[Signatures]

Treasurer