The Board of Education met in regular session on August 18, 2021, in the Circleville City Schools Alumni Room, 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, Jeff Burrow, Chris Wagner, and Todd Stevens

Public Participation -

Caryn Koch-Esterline – Thanked district for allowing tennis courts to be open to the public.
 Explained she is leading an effort get more activities available for youth in the city. Will be joining City Council as a council person in January.

Legislative Report – Patty Rothe

Superintendent's Report - Dr. Kimberly Halley

- Ohio State Testing results from last school year
- COVID-19 prevention strategies

Treasurer's Report – Kristen Rhoads

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. Rothe, the agenda be approved, as presented.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Burrow, seconded by Mr. Wagner, the following minutes be approved:

July 13, 2021, Regular Meeting, as presented

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

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

2021-2022 School Year

Classified:

•	Britni Krivak	Educational Aide - CES
		182 day Calendar
		Effective: August 16, 2021

•	Robin Davis	Cook – CES (4 hours)
		182 day Calendar
		Effective: August 13, 2021

•	Ashley Brosher	Cook - CES (4 hours)
		182 day Calendar
		Effective: August 13, 2021

•	Troy Cassidy	Head Custodian - CES
	20 20	Effective: August 2, 2021

•	Angela Cupp	Cook - CHS (4.5 hours)
		182 day Calendar
		Effective: August 16, 2021

•	Ryan Crabtree	Custodian - CES
		216 Day Calendar
		Effective: September 1, 2021

•	Richard Bumgarner	Van Driver
•		Van Driver
•	Timothy Strawser	Van Driver
•	Rock Davis	Van Driver
•	Keith Downing	Van Driver
•	David McLaughlin	Van Driver
•	Steve Kalinoski	Van Driver

Certified:

Abigail Strausbaugh
 Teacher - CMS 6th Grade Math

3 Year Contract (renewal)

Rachel Pennington
 Teacher - CHS Intervention Specialist

BA - Step: 0

Meredith Picklesimer
 Teacher - CES Intervention Specialist

BA - Step: 1

Jenna Rutan Teacher - CES 4th Grade

BA 150 - Step: 0

Advancement on Pay Scale:

Stacey Groff From: BA

To: BA 150

Lauren Allen From: BA

To: MA

Lisa Powers From: MA

To: MA +25

Chad Spradlin From: MA

To: MA +25

Danielle Stultz From: MA

To: MA +25

Cody JordanFrom: BA

To: BA 150

Annetta Lockwood From: MA

To: MA +25

Jillian Anderson From: MA

To: MA +25

Andrea Wallace From: MA

To: MA +25

Athletics:

Justin Jenkins
 CHS Fall Tennis Assistant Coach

Volunteer

Rachel Pennington
 CHS Girls Golf Coach

Volunteer

Trace Hacquard
 CMS Football Assistant Coach

Years of Experience: 15+

Jason Paxton
 CMS Boys Soccer Head Coach

Years of Experience: 0

Jose Garcia
 CHS Boys Soccer Assistant Coach

Years of Experience: 0

Supplementals:

CHS:

Nathan Elswick
 Club Future

Step: 0

CMS

Kyle Bruner
 8th Grade Advisor (split)

Step: 0

Abigail Fuhrmann
 From: 8th Grade Advisor

(Correction from June 23, 2021 meeting)

To: 8th Grade Advisor (Split)

Step: 0

Resident Educator Mentors:

Cathy Kint Mentoring -1

\$662.50

Sarah Stitt
 Mentoring -1

\$662.50

• Stacy Groff Mentoring -1

\$662.50

Emily Woods Mentoring -1

\$662.50

Kim Hastler
 Mentoring -1

\$662.50

Rachel Perini Mentoring - 2

\$1,325.00

Trent Roberts Mentoring -1

\$662.50

Resignation:

Tara Whitten
 Educational Aide CMS

Effective: end of the 2020-2021 School

Year

Tara Whitten Assistant Volleyball

Volunteer

Effective: Immediately

Meredith Picklesimer
 Educational Aide – CES

Effective: end of the 2020-2021 School

Year

Morgan Glitt
 Educational Aide – CHS

Effective: end of the 2020-2021 School

Year

Morgan Van Dellen Teacher - CES 4th Grade

Effective: end of the 2020-2021 School

Year

Chloe Shea
 Educational Aide- CES

Effective: Immediately

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following Student Services Agreements for FY22, as presented:

PICCA Head Start Agreement

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

EFFECTIVE DATE OF THIS AGREEMENT: AUGUST 16, 2021 - JULY 31, 2022

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, two joint classrooms will be shared and operated at a facility provided by CCS.

Circleville City Schools will serve as a fiscal agent for the units 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.
- · Supervision of the teacher and related service personnel.
- Two classrooms for conducting classes Monday-Friday for a maximum of fourteen CCS preschool children identified with an IEP (7 children per room) and fourteen CCS District preschool children without an IEP, (7 per room) identified by PICCA Head Start. All children will be enrolled in Head Start and receive comprehensive services.
- 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 teachers, classroom aide, 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.
- · Two PICCA Head Start Teacher/Advocates who will coordinate Head Start services with CCS.
- Supervision of the PICCA Teacher/Advocates.
- Shared instructional supplies and classroom equipment.
- Substitute for PICCA Head Start Teacher/Advocates.
- In-service training with PICCA Head Start staff.
- Dental, vision and hearing screenings of children in the shared classroom within 45 days.
- · 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 SUTQ rating.
- Daily breakfast and snack, meeting the Child and Adult Care Food Program (CACFP) requirements for reimbursement. The Head Start Teacher/Advocates will provide documentation and coordinate menu and supplies with the PICCA Head Cook.
- Payment for teachers' lunches served in the classroom on class days (2 staff meals per day/\$3.50 per staff meal).

DARE Agreement

CONTRACT FOR SERVICES DARE CURRICULUM

This agreement is made this _____ day of ______, 2021 Between the Sheriff of Pickaway County,

Ohio, hereinafter referred to as "Sheriff," and the Circleville Board of Education, Pickaway County,

Ohio, hereinafter referred to as the "Board."

WITNESSETH

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

<u>WHEREAS</u>, 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 311.29 and in consideration of the mutual covenants expressed herein, it is agreed as follows:

- 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 272 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.

 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.

- A report of activity is to be made available to the Board in regular intervals as may be reasonable and requested by the Board.
- 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,
- 2022. Termination of the Agreement prior to the above date shall require ninety (90) days written notice either party.

Pickaway County Family YMCA - Preschool

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 Aug.18, 2021 to May 27, 2022 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 thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

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

- 1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from 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.
- 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.
- The user shall not assign this agreement without written consent of the YMCA.

 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
- If the Y has an outbreak of COVID-19 that would force a closure, the renting party will lose previously scheduled facility access. No refunds will be given.
- In the event the renting party experiences a COVID-19 outbreak that results in members of the renting party being quarantined, the Y will not charge for previously scheduled swim time and will open the rented area for public use during this previously scheduled time for as long as the quarantine lasts.
- In the event the renting party has an outbreak that exposes the Y staff to COVID-19 and results in a shutdown of the YMCA, the renting party will be charged the negotiated rental fee by the YMCA. User agrees to INDEMNIFY and HOLD HARMLESS the YMCA of Central Ohio from and against any and all losses, liabilities, damages or costs, including court costs and reasonable attorneys' fees that it may incur in relation to any uits, demands, or causes of action related to any exposure to or infection with COVID-19 alleged to have occurred during User and all participants' use of YMCA facilities and premises, whether alleged to have been cause by the negligence of the YMCA or otherwise.
- h. All CCS staff will be required to wear face masks when walking through or accessing areas used by the YMCA; the school district's mask policy will prevail when CCS staff are in the areas rented by the CCS.
- Other areas of the YMCA including the swimming pool, playground 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. User expressly agrees that the YMCA of Central Ohio is not liable to User, its officers, directors, employees, volunteers, agents, representatives, invitees and participants for any damages alleged to have been caused by the exposure to or infection with COVID-19 while using YMCA facilities or premises or while participating in YMCA programs, whether alleged to have been caused by the negligence of the YMCA of Central Ohio or
- An initial monthly payment of \$1,000 is due Net 15 days following formal contract approval. (NOTE: This total is a reduction from the normal rent as part of an agreement between CCS and the YMCA for the district to spread mulch in the common playground outside. Following the retainer payment, rent will return to the \$2,000 per month rate.

 This agreement may be terminated at any time by either party by giving the other party
- thirty (30) days prior written notice.
- This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in auestion.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Stevens, seconded by Mr. Burrow, the Board authorized the use of the approved 2021 - 2022 Substitute Teacher list as provided by the Pickaway County ESC, as presented.

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approve the following Contract Service Agreements, as presented:

New Hope - employee services for FY22

Circleville City School District agrees to continue the employment of Joanna Tsitroulis as a full time teacher and Sherrie Peloquin as a part-time administrative assistant for the 2021 – 2022 school year. Both employees will be assigned to New Hope Christian Academy for this time period.

New Hope Christian Academy agrees to pay the Circleville City School District \$93,184.00 for this service. Payment will be made in twelve (12) monthly installments of \$7,765.33, starting September 1, 2021. New Hope also agrees to pay the Circleville City School District a one time administrative fee of \$3,800 by December 1, 2021.

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PERIMITER WALLS

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Treated Post	X	Laminated	□ Green	,	D P	erma-Post
4"x4" 4"x6" 5"x6" 6"x8" 8"x8"		, ,	3 ply2"x8" 4 ply2"x8"		6"x6" 3 ply2"x6' 4 ply2"x6'	
Skirt 2" x 8"	1	X	3	4	5	6
Barn Wrap - v /X	Info:			-1		
Wainscot - Y /X	2'	3'	4'		5'	Info:

ROOF

Initial:		Metal	Shingles			
× >		Ceram-A-Star 10	50	□ 3-tab □ Dime		Dimensional
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Inside Pitch:	Info:	Attic: Y /	Stairs:	At	tic: Y / N	Stairs:
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Insulation: R(1 1/X	nfo:				
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■ BUILDING COLORS - TBD

,	Initial:		Siding				Roof		
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	Wainscot		Irim	Outside Corner	Eve T		Rake/Gable	Fascia /Soffit	

DOORS & WINDOWS

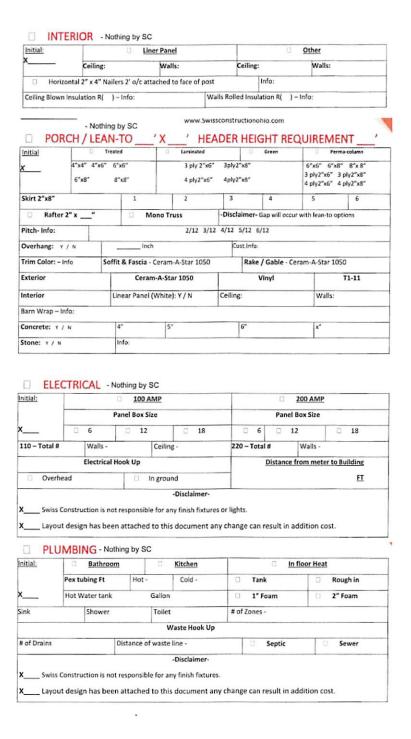
Initial	36" Steel Man Door	Glass - None	Color: PRIMED	Swing:
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<u> </u>	36" Steel Man Door	Glass -	Color: PRIMED	Swing:
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Window Info

Window UTT.	Size		Sliding	Single	Grid- y / n	
None	w	н	Color:	☐ Double	Screen - y / n	
Window QTY.	Size		Sliding	☐ Single	Grid-y/n	
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Door Int

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Opener –	Name: None	Height:		Keyless:		Options: Trac	k -	HVI	V/L
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Opener –	Name:	Height:		Key	less:	Options: Trac	k -	HVI	V/L
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Qty	Exterior -	W	н	Colors	Side Rail	Trim	Door		Cover
	Interior -	1	Size	SLIDING DOO		OR INFO		Split Split	
Qty	Exterior -	w	н	Colors	Side Rail	Trim	Door		Cover



MATERIAL WASTE X Homeowner Swiss Material left for provides Construction homeowner's provides disposal (\$0.00) Dumpster (\$0.00) dumpster (\$450.00) After construction is complete, any non-waste building material left over is not purchased or retained by the homeowner. Construction material brought in by Swiss Construction to help aid in the building process is not purchased -Disclaimer-Construction site must be accessible for all Delivery trucks or additional cost will apply Swiss Construction is not responsible for any damage done to existing driveway, concrete, or pavement during excavation, delivery of material, & construction process.

SOW 6733 for Agreement to Perform Construction Services to Circleville School

_ Swiss Construction holds no responsibility for condensation.*See Assumptions in Statement of Work*

Date	Services Performed By:	Services Performed For:		
August 10, 2021	Swiss Construction, LLC	Circleville School		
	2898 Township rd. 7 Brinkhaven, Ohio 43006	388 Clark Dr Circleville, OH 43113		
	Phone: 330-763-1959	614 - 203 - 6442		

This Seatement of Work (SOW) is issued pursuant to the Construction Services Master Agreement between Circleville School ("Client") and Swiss Construction, LLC ("Swiss"), effective August 10, 2021 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 6733 (hereinafter called the "SOW"), effective as of August 10, 2021, is entered into by and between Swiss and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) bereto, the terms of the body of this SOW shall prevail.

Period of Performance

The project schedule start/finish date is dependent upon workload, weather, supplier, land preparation, permit regulations, home-owner responsibilities, etc. Once all criteria are met Swiss will contact Clicat prior to delivery of materials, and start of: - Agreed services signed on - date August 10, 2021

Engagement Resources

Swiss Construction - Patrick McDonough - Phone #: 330-763-1959 / E-mail: swisspolebatns@gmail.com

Swiss Construction - Gene Rastetter - Scheduling - Phone #: 419-908-5008 / Email: swisspole1212@gmail.com

Scope of Work

Swiss hereby proposes to furnish the materials and perform the labor necessary for the completion of: See project checklist Exhibit A. (the "Services").

SPECIFICATIONS FOR 50' X 80' X 16' POST FRAME PACKAGE:

- MATERIAL PACKAGE
 - Pre-Engineered Wood Trusses (4/12
 - Pitch, 4' O/C)
 - 4.5 x 5.25 Kline Lumber 3 Ply Eave
 - Posts (8' O/C)
 - 4.5 x 5.25 Kline Lumber 3 Ply Gable
 - Posts (8' O/C)
 2 x 8 Treated T&G Skirt Boards (2
 - Rows)
 - 2 x 4 Wall Girts (24" O/C) and Roor Furlins (24" O/C)
 - . 2 x 12 Double Top Girt Truss Carrier
 - . Ash Gray Five Star Panel Steel Siding w/ 40 -Year Paint Warranty
 - · Charcoal Metal W/Drip Stop Steel Roof w/ 40 -Year Paint Warranty
 - No Concrete Provided
- DOORS & WINDOWS
 - Two Prodoor- 4421 Insulated Commercial 10X10 Ins. Std.s
 - . One 3' 6 Panel Entry Door
- . 12" OVERHANG ON ALL SIDES STEEL SOFFIT

Material Price - \$60,500.00 Labor - \$23,400.00

Options - Included in GRAND TOTAL

5" Concrete - 4000 sqft - cut, seal, w/wire, & plastic - No drain \$21,000.00

5" Gutters w/ 2 x 3 downspouts \$2,200.00

Swiss Construction is not responsible for Drawings or Permits, Building is not beings used for Agricultural purpose and does not fall within Exemption guidelines. *tax *Price is contingent upon final approved drawings*
Swiss Construction is not responsible for Excavation or Stone.

GRAND TOTAL

Client Responsibilities

Client is the sole provider in maintaining an accurate building location preceding excavation up until the breaking of ground for post holes. Client shall earry fire, tornado, and other necessary insurance upon start of the Services. Client is responsible for leftover scrap material and filling around poles after the ground has settled.

If Client is completing site preparation prior to start of the Services, Client is to have the site within 1" of grade to provide a site which accommodates for no extra needed materials from what is agreed upon within this SOW. All holes dug 36"+ which do not reach a suitable base due to improper site, Swiss Construction holds no responsibility for building settling. If the site requires additional work to dig holes to required post depth additional cost will apply. Client shall be onsite the first day construction commences to verify locations. If client contest any project faults which do not meet the standard outlined within this document and checklist Eishibit A. (the "Services").

Swiss Construction will halt production until such claims are found to be true or false. If findings are found to false and all project faults have met standards outlined within this document and checklist Eishibit A. (the "Services"). Circleville School will be held responsible to pay all cost allocated for balt in production, testing, and any cost accumulated by Swiss Construction.

Last Payment – If the Services are completed without the need for additional options (Gutters, Concrete, & Garage doors Etc.) a final payment must be given to the lead foreman on site, on the same day of completion. If is the Services are not completed on the final day that the lead foreman is on site a check must be issued in the mail, the day additional options (Gutters, Concrete, & Garage doors Etc.) are completed. Checks shall be under payable to Swiss Construction, LLC and shall be sent to 2898 Township Rd 7, Brinkhaven, OH 43006. If final payment is not sent within 24 hours of completion, addition rate of 10% increase will apply annual until paid in full.

It is the duty of Client to schedule the last building inspection for local governing body. – (Permit Only)

Fee Schedule



This engagement will be conducted on a Time & Materials basis. The total value for the Services pursuant to this SOW shall not exceed not be less than [8000] ("Agreement Price") unless otherwise agreed to by both parties via the project change control procedure, as outlined herein. A PCR will be issued specifying the amended value upon approval of the change.

Swiss Construction holds zero liability in material fluctuation. In the event of price increase of material occurring during the performance of this SOW, through no fault of the Contractor, the Agreement Price, time of performance, and Agreement requirements shall be equitably adjusted and presented in an updated concluding price. A change in price of an item of material shall be considered significant when the price of an item increases between the date of this SOW and the date of installation of such material.

The Agreement Price is based on completed work of the Services.

Terrist	\$0.00	Date	
15% Non-Refundable Down Payment			
35% Paid When Job is Started			
35% When framed			
15% Balance Due Upon Completion			

Completion

Swiss shall have fulfilled its obligations when the following occurs:

Swiss accomplishes the Services described within this SOW, including delivery to Client of the materials.

Assumptions

Moisture Barrier doesn't always work 100% depending upon weather, environmental, or other conditions. All material is guaranteed to be as specified by the manufacturer, and the Services shall be performed in accordance with the drawings and specifications submitted for the Services and completed in a substantial workmanlike manner. Four insulation adhered directly to metal & wood will expand and ruin metal material if siding or roof needs repairs or replaced. Concrete scaler can cause fissures to become more pronounced when applied. Swiss Construction holds no responsibility in finished concrete appearance when concrete scaler is applied. Swiss construction also holds no responsibility when site excavation is not brought past grade causing water to seep and sit on finished concrete floor. Condensation accumulation on concrete can occur inside buildings, with or without scaler on concrete, Swiss Construction holds no liability if this issue occurs.

Project Change Control Procedure



The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on performance of the Services.
- The designated representative of the requesting party (Swiss or Client) will review the proposed change and determine whether to submit the request to the other party.

- Both parties will review the proposed change and approve it for further investigation or reject it. Swiss and
 Client will mutually agree upon any charges for such further investigation, if any. If the investigation is
 authorized, the Client and Project Manager will sign the PCR, which will constitute approval for the
 investigation charges. Swiss will invoice Client for any such charges. The investigation will determine the effect
 that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the
 Autentical.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

Acceptance - Statement of Work

The above prices, specifications, conditions are satisfactory, and Client hereby accepts this SOW as presented. Any alterations or deviations from what is described within this SOW involving extra cost, will be executed only upon written PCR's signed by the parties, and will become an extra charge over and above the Agreement Price.

Upon execution of this SOW by Client, Swiss shall be authorized to act upon performance of the work outlined in SOW. One-year warranty on all labor, no warranty on cracked concrete. All discrepancies within concrete final coating, scaler, and basic color faults are not responsible by swiss Construction. Payment will be made as outlined above. Unless otherwise noted herein, payments shall be made to the lead foreman when job is started and completed. This SOW specifically excludes landscaping, building permits, blueptints, drawings, finish grading and dirt removal. Swiss is not responsible for damages to any underground utilities such as and not limited to water lines, gas lines, sewage systems, electric and telephone lines.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Circleville School

Swiss Construction, LLC

Material Liability:

If, prior to or throughout performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding original agreed price experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the contractor, as a result of the shortage or unavailability of construction materials, Swiss Construction shall not be liable for any additional costs or damages associated with such delay(s).

Swiss Construction holds <u>no liability</u> for the volatile material market. 15% down-payment does not secure or lock material pricing.

AGREEMENT

	, the Client is accepting liability for
fluctuating market pricir stated issues.	ng relieving Swiss Construction LLC from any of the
day of	REEMENT ("Agreement"), is made and entered into this , 20 , by and between Swiss Construction, LLC, ty, located at 2898 Township Road 7, Brinkhaven, Ohio 43006
(hereinafter "Swiss"), and address is	(hereinafter "Client"):
	Section 1 SCOPE OF SERVICES

- 1.1 <u>Services</u>. Swiss agrees to provide the construction services (the "Services") described in the Statement of Work attached hereto as Exhibit A (hereinafter the "SOW"). In the event of any conflict between this Agreement and the SOW, the SOW shall control.
- 1.2 <u>Conduct of Services</u>. All work shall be performed in a workmanlike and professional manner consistent with industry standards.
- 1.3 <u>Method of Performing Services</u>. Swiss shall have the sole right to determine the method, details, and means of performing the Services for Client as presented by the Client.
- 1.4 Scheduling. Swiss shall perform the Services pursuant to the timeline described in the SOW. If Swiss is required to delay commencement of the Services or if, upon the start of Services, Swiss is required to stop or interrupt the progress of the Services as a result in changes in the scope of Work requested by the Client, to fulfill the requirements of third parties, strikes, accidents or other interruptions in the progress of construction, or other causes beyond the direct control of Swiss, additional charges may be applicable and payable by the Client and the approximate completion date of the Services shall be extended to take into account the period of delay. Swiss shall not be liable for any delay damages

Section 2 TERMINATION

If Client fails to fulfill in a timely and proper manner its obligations, Contractor shall have the right to terminate the Services, in which event the Client shall be obligated to immediately pay the Contractor compensation based on the Contractor's normal rates for any Work completed prior to the termination, including charges for both labor performed and materials purchased by Contractor prior to such date, in addition to the Contractor's overhead and profit on the portion of the work which remains uncompleted as of the termination.

Section 3 FEES, EXPENSES, AND PAYMENT

In consideration of the services to be performed by Swiss, Swiss shall be entitled to compensation as described in the SOW. Unless otherwise noted all compensation shall be paid to Swiss upon receipt by Client of Swiss's invoice. If payments due are not paid in full within five (5) days of the date such payments are due, Swiss reserves the right to pursue all appropriate remedies, including stopping the Services. If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and on half percent (1-1/2%) per month or, if said rate is not legally permissible, the maximum amount permitted by law per month from the date of original invoice will be charged on past due accounts. In the event a lien or suit is filed by Swiss to collect any amounts owed under this agreement, Client agrees to pay Swiss its reasonable attorney's fees, plus all costs and other expenses incurred by Swiss in connection with such lien or suit

Section 4 INSURANCE

Prior to commencement of the Services and until completion of the Project, Swiss shall procure and maintain in force workers' compensation insurance, comprehensive automobile liability insurance, comprehensive or commercial general liability insurance. Swiss is specifically not responsible for maintaining such coverages on any subcontractors or employees of subcontractors. Client shall carry fire, builder's risk, and other necessary insurance required by Client.

Section 5 CHANGE ORDERS

A "Change Order" is any change in the Services within the general scope of this Agreement and the SOW, including but not limited to, a change in the plans or the project. When Client requests a Change Order in accordance with the Project Change Control Procedure defined in the SOW, Swiss, without nullifying this Agreement, shall make any and all changes in the Services which are within the general scope of this Agreement and the SOW. Adjustments in the price of the Services, if any, resulting from such changes shall be documented by Swiss and agreed to by Swiss and Client prior to such change. All Change Orders, including a description of the changes in the Services and adjustments in the price, shall be agreed to in writing by Swiss and Client prior to any changes to the Services becoming effective.

Section 6 LIMITATION OF LIABILITY

Swiss shall not be liable for damages of any kind which results from fire, flood, strike, third parties, acts of god, acts of terrorism, or by any other circumstances which are beyond the control of the Swiss including but not limited to severe weather. Swiss's liability for damages of any kind due to breach of warranty, contract, error, omission or negligence or any tort shall be limited to a

maximum of the total amount paid to Swiss for the Services. Under no circumstances shall Swiss be liable for special, indirect, punitive, or consequential damages. Any claims against Swiss brought on this Agreement or in any way arising out of this Agreement must be filed within one (1) year from the completion of the Services. Under no circumstances shall any employee, member, officer or agent of Swiss have any individual liability to the Client. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client agrees to look exclusively to the assets of Swiss for satisfaction of said judgment.

Section 7 PERMITS

Unless otherwise noted in the SOW, Owner shall be responsible for paying for and securing all necessary permits. Owner shall also be responsible for obtaining and paying for any and all licenses, inspections, audits, or any other similar item necessary to the Services unless otherwise noted in the SOW.

Section 8 ARBITRATION

In the event that any disputes arise between the parties as to the meaning or interpretation of any of the provisions of this Agreement or the SOW and the exhibits attached, or if any disputes arise as to the proper performance of any part of the Services and the parties are unable, between themselves, to resolve such disputes, it is mutually agreed that the parties will submit said disputes for arbitration in Holmes County, Ohio. Any such arbitration proceedings shall be completely binding on the parties. Such arbitration shall be conducted with each of the parties appointing one arbitrator and the two arbitrators so chosen shall appoint a third arbitrator. Any arbitrator appointed shall be either a registered architect or a competent building Sub-Contractor. A decision of any two of the three arbitrators shall be conclusive on each issue that might be submitted to arbitration.

Section 9 MISCELLANEOUS

- 9.1 Force Majeure. Swiss shall not be liable to Client for any failure or delay caused by events beyond Swiss's control, including, without limitation, Client's failure to furnish necessary information, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials or equipment, or technical failures.
- 9.2 Governing Law an Venue. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Ohio and that all suits arising out of this Agreement shall be brought in a court of appropriate jurisdiction in Holmes County, Ohio.
- 9.3 <u>Independent Contractor</u>. Swiss shall be an independent contractor and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.
- 9.4 <u>Notices</u>. All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.
- 9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Leadership Excelleration - professional development services

ABOUT LEADERSHIP EXCELLERATION

By implementing a leadership development program specifically designed to meet the needs of the Springfield City School District, it will ensure that the next generation of leaders are prepared to lead the district into the future. Leadership teams have unique issues and challenges that are often barriers to top performance. We partner with you to grow and nurture your team and as a result, leaders will be equipped to: become high-potential leaders, succeed with strategy, alignment, and execution in current roles and succeed at the next level. That's why we partner with districts to create a compelling vision for the future.

With more than 20 years experience, we have the knowledge and expertise to serve as an exceptional strategic partner to provide leadership development across industries and business sectors. From education, health care, for profit to non-profit sectors, from regional firms to global companies, we believe that every leader in every industry has the potential to be more, lead more and achieve more. We help to create innovative leadership development, facilitate team sessions, provide coaching support, and inspire districts to comprehensively plan and lead with vision and alignment.

It's our passion to serve leaders as executive coaches, authors, facilitators, and organizational leadership consultants. Our team works collaboratively with clients to set and achieve goals which help cultivate strengths of key talent, realize the full potential at district, administrators, directors, principals and support staff levels, to build upon competence, as well as high performance. With a unique approach to development, our partnership differentiates us with the following:

- Assessment of the district to identify specific development needs, first.
- Integration of instruction, discussion, reflection, real-world learning, and practice to maximize session participation and understanding.
- Customized development sessions with learning and understanding, providing time dedicated to outcomes, practice and application.
- Share new mindsets, toolsets, and skillsets for leaders to utilize in individual roles as well as with teams Additionally, provide individual or group coaching sessions to continue learning and ensure personal application.

We meet our clients where they are and will provide an approach to enable success by:

- Improving their cohesiveness, performance, and effectiveness.
- · Enhancing capacity to lead.
- Providing a comprehensive Summary Report and Recommendations
- · Growing leadership strategies and team leadership capabilities.
- · Increasing the confidence to succeed at the next level, and so much more...

We transform how leaders engage and move forward on their path to positively impact individual and organizational success. Servant leadership is at our core, we carefully and earnestly listen to empower each leader to reach their full potential.

Thank you for the opportunity to share a proposal for Leadership Team Development with the Circleville City School District. Based on the project, this proposal includes the following:

- · Needs Statement
- · Recommended Approach
- · Proposed Timeline Investment
- Valued Clients and Endorsements
- Project Recap
- · Project Terms and Conditions
- Acceptance

NEEDS STATEMENT

Circleville City School District (CCSD) serves the Pickaway County seat of Circleville, a city of 13.314 located 25 miles south of Columbus, Ohio, CCSD operates within a PK-12 public school setting and is made up of over 250 educators and 2,200 students that represent their Tiger Family.

Circleville City Schools stands firm in its efforts to develop the students of tomorrow through academic innovation and advancement, community and parent engagement, and student success. Their charge as educators, and as a community, lies in their combined efforts to provide Circleville with a local platform for each child to grow on a daily basis. The mission of Circleville City Schools lies in "maximizing the achievement of each student in a safe environment.

Currently there is an opportunity to provide Leadership Team Development to help leaders grow as individual and as a team. The Leadership Team Development will:

Leverage a team's cohesiveness

Culfivate intentional culture development

- Build and sustain productive relationships Grow in Leadership competency

- Accelerate individual development plans
 Develop vital alignment to achieve higher performance

RECOMMENDED APPROACH

With over 20 years experience we guide districts in creating leadership teams to dramatically enhance alignment of goals that achieve a new level of performance.

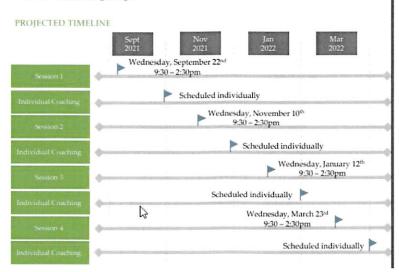
- The Leadership Team Development approach includes:

 Facilitation of four (4) five-hour sessions with two (2) LE Master Facilitators. Sessions are customized, designed, and facilitated to optimize team performance and will be based on the input shared in the recommendations from the team assessment. Sessions integrate instruction, discussion, reflection,
- assessment, case scenarios, and real-world examples to maximize participation and understanding.

 Four (4) one-hour individual coaching sessions after each of the four (4) sessions for each leader. It is our experience that following each of the Leadership Team Development sessions with individual coaching, accelerates development of the team and enhances individual leadership effectiveness. Coaching sessions:

 - Review team dynamics, relationships, and learning.
 Discuss individual strengths and styles, as well as the role on the team.

 - Explore individual leadership effectiveness in each leader's role.
 Dialogue about applying leadership concepts to the team lead by each individual.
- Monthly one-hour updates to review progress of the District with the Superintendent, K. Halley. Project Administration of overall project support, communication, scheduling, administration of assessments and coordination of all materials.
- Materials include: binder, copies of presentation, handouts, tools, all facilitation supplies and assessments: Strengths Based Leadership, DiSC Work of Leaders and EI 2.0. Travel – includes mileage and gas.



Facilitation of four (4) five-hour sessions with two (2) LE Master Facilitators. Sessions are customized, designed, and facilitated to optimize team performance and will be based on the input shared in the recommendations from the team assessment.	\$5,000/session	\$20,000
Four (4) one-hour individual coaching sessions after each of the four (4) sessions for each leader.	\$500/coaching for 21 leaders	\$42,000
Monthly one-hour updates to review progress of the District with the Superintendent, K. Halley.	\$500/meeting	\$3,000
Project Administration of overall project support, communication, scheduling, administration of assessments and coordination of all materials.	\$250/month for 6 months	\$1,500
Materials include: binder, copies of presentation, handouts, tools, all facilitation supplies and assessments: Strengths Based Leadership, DiSC Work of Leaders and EI 2.0.	\$187.50/leader for 21 leaders	\$3,937.50
Travel – includes mileage and gas.	\$200/trip	TBD based on the number of trips

Leadership Team Development Total \$70,427.50 + travel

PROJECT TERMS AND CONDITIONS

- Leadership Excelleration agrees to commit all agreed upon resources to ensure that the project is completed
 effectively, responding to project requirements defined in the recommended approach in a timely and
 knowledgeable manner. In kind, Circleville City Schools agrees to furnish Leadership Excelleration with
 accurate data on a timely basis as reasonably requested, and access to personnel, information, etc. as
 necessary to facilitate the successful completion of the project.
- Leadership Excelleration agrees that all information provided by Circleville City Schools will be held confidential.
- Once the Proposal is executed by both Leadership Excelleration and Circleville City Schools, Leadership
 Excelleration Consultants will not perform work beyond the scope of the project, identified in the
 recommended approach. When fully executed, if needed an addendum to this Proposal will be required for
 any necessary changes to scope of work or expenses, each of which is hereby incorporated herein by
 reference. In the event of any inconsistency between the provisions of this Agreement and any addendum,
 the provisions of the addendum shall govern.
- Circleville City Schools, agrees to hold Leadership Excelleration harmless from all claims, liabilities, damages and detriments not arising from Leadership Excelleration or its representatives' actual negligence or malfeasance. Similarly, Leadership Excelleration agrees to hold the client, Circleville City Schools, harmless to the same.
- The client, Circleville City Schools, agrees to compensate Leadership Excelleration for performing work as indicated in this Proposal, detailed in investment. Leadership Excelleration will submit monthly invoices, with the terms, net 30 days.
- win the terms, net 30 days.

 This Proposal shall commence on the date hereof and will continue in full force and effect until terminated in accordance, when all consulting is completed. Either Leadership Excelleration or Circleville City Schools has the right to terminate this Proposal and/or any Addendum to the agreement for convenience with prior written notice of thirty (30) days. Written notice shall be provided on the organization's letter head, detailing the reasoning to the termination. Cancellation of the project, with less than thirty (30) days' advance written notice will result in the invoicing of 50% of the remaining project fees (not to include the optional end of the year talent planning and not to include any travel expenses that have not been incurred.
- Once the Proposal is executed, cancellation of a specific session or meeting without 48-hour notice with an
 inability for Leadership Excelleration to reschedule will result in invoicing of 50% of session or meeting.
 Rescheduling of a confirmed session or meeting with 48-hours or more advance notice would not result in
 any cancellation fees.

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

On a motion by Mr. Stevens, seconded by Mr. Reeser, the Board approved the bus routes and hours for the 2021- 2022 school year, as presented.

DRIVER	Bus Name	AM START TIME	AM END TIME	TOTAL AM HOURS	PM START TIME	PM END TIME	TOTAL PM HOURS	TOTAL HOURS FOR THE DAY
Michelle Ramey	Lion	6:00	9:30	3.5	1:15	4:45	3.5	7
Shawana Mitchell	Dolphin	6:00	9:30	3.5	1:15	4:45	3.5	7
Wendy Gamelli		6:00	10:00	4	12:00	4:00	4	8
Vera Carle	Monkey	6:00	9:30	3.5	1:15	4:45	3.5	7
Renee King	Frog	7:00	10:30	3.5	12:15	4:45	4.5	8
Francis Curry	Horse	6:00	9:30	3.5	1:15	4:45	3.5	7
Darlene Parsley	Butterfly	6:00	9:30	3.5	1:15	4:45	3.5	7
Chris Thomas	NEW HOPE	6:15	9:15	3	1:45	4:45	3	6
Melissa Wamsley	PRCTC	5:45	9:25	3	1:15	4:15	3	6
Barry Kirkland	Bear	6:00	9:30	3.5	1:15	4:45	3.5	7
Kelsey Lauerman	Duck	6:00	9:30	3.5	1:15	4:45	3.5	7
Elwin Mills	Turtle	6:00	9:30	3.5	1:15	4:45	3.5	71
Francis Daniels	Cat	6:00	9:30	3.5	1:15	4:45	3.5	7
Misti Allen	Squirrel	6:00	9:30	3.5	1:15	4:45	3.5	7
Tim Carpenter	Dog	6:00	9:30	3.5	1:15	4:45	3.5	7
Becky Bensonhaver	Rabbit	6:00	9:30	3.5	1:15	4:45	3.5	7
Nicole (Davis) Whiteside	Blrd	6:00	9:30	3.5	1:15	4:45	3.5	7

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

On a motion by Mr. Burrow, seconded by Mrs. Rothe, the Board approved the following agreements for placement of pre-service students for the 2021 - 2022 school year, as presented:

Ohio University Affiliation Agreement

WHEREAS, both parties to this agreement want to assure quality and continuity of care appropriate to the needs of the clients in the Facility;

WHEREAS, both parties desire to advance the education of health professions students through exposure and practice in Clinical/Learning placements;

WHEREAS, both parties are committed to attaining quality of purpose, and these shared goals are enhanced by our mutual agreement;

WHEREAS, nothing in this agreement shall alter the freedom enjoyed by either organization, nor shall in any way affect the independent operation of either organization;

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties hereto, the Facility and the College hereby covenant and agree with each other as follows:

I. MUTUAL RESPONSIBILITIES

The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the Facility and the College faculty and staff.

- A. The Facility will accept students selected by the program in which the student is enrolled and agreed upon by the Facility for a period of clinical education and/or portions of professional work requiring clinical exposure and practice. The nature of the experience shall be arranged by the College's Clinical Education Coordinator of the program in which the student is enrolled in conjunction with the individual designated as the Facility Coordinator of Clinical Education, within the stated philosophies and objectives of the College's program(s) and the Facility.
- B. The time periods and number of affiliating students assigned during any one clinical training period will be mutually agreed upon by the College and Facility. The Facility will have the right to refuse to accept, or revoke the acceptance of, any student prior to the student's entry into the clinical training experience.
- C. The College and Facility will be mutually responsible for providing affiliating students with information regarding the policies, rules and regulations of each Facility and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the Facility. The College acknowledges and agrees that the affiliating students shall abide by all policies and regulations of the Facility including compliance with HIPAA regulations. It is the responsibility of the affiliating student to abide by any and all of the Facility's policies and regulations.
- D. The College maintains the privilege of visiting the Facility before, after, and/or during the clinical education periods at times that are mutually convenient. Periodic contacts will be made to review and evaluate the clinical education program and facilities, to attempt to resolve specific problems which may interfere with the achievement of the objectives of the program. The College will give advance written notice to the Facility of any site visits by any of the College's representatives or accrediting agencies involved with the clinical education program.
- E. The Facility will have the right to remove any student from his/her assigned clinical training experience whenever the Facility determines, in its sole judgement and discretion, that the student's performance is unsatisfactory and/or his/her behavior is disruptive or detrimental to the Facility or its patients.
- F. Students, except for the purposes of HIPAA, are not considered employees or agents of the Facility while engaged in clinical activities related to their educational experience covered under this Agreement, but are considered to be participating in clinical practicum. The College and Facility are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
- G. Responsibility: Each party agrees to be responsible for any negligent acts or negligent omission by or through itself of its agents, employees, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to another.
- H. Limitations of Liability: In no event shall either party be liable to the other under any provision of this Agreement for any consequential, incidental, or special damages whether in contract or tort and including but not limited to loss of use, loss of data or information, however caused, lost profits or other economic loss, failure of any licensed program to perform in any way.

II. COLLEGE RESPONSIBILITIES

The College will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge basic skills, professional ethics, attitude and behavior, and patient confidentiality and Health Insurance Portability and Accountability Act, hereinafter referred to as HIPAA privacy requirements prior to the clinical affiliation.

- A. The College will appoint a representative as a coordinator of clinical education to act as a liaison between the College and the Facility, and prior to the educational experience and continuous with it. There shall be close planning between the College Coordinator of Clinical Education, and the Facility Coordinator.
- B. The College shall reserve the right to revise any assignment prior to the student's entry into the Facility Clinical Education Program. The College agrees to withdraw a student from assignment to the Facility following consultation between all parties involved in the action.
- C. The College, shall reserve the right to withdraw a student from his/her assigned clinical education experience at the Facility when in the College's judgment the clinical experience does not meet the needs of the student.
- D. The College, through Ohio University, provides general liability insurance to students engaged in assigned field experiences in the amounts of \$5,000,000 per occurrence, with a \$5,000,000 aggregate, and provides medical malpractice insurance in the amounts of \$2,000,000 per occurrence, with a \$6,000,000 aggregate. A Certificate of Insurance (COI) is available on Ohio University's risk management and insurance page located at https://www.ohio.edu/hr/additional-resources/risk-management-and-insurance.
 - at https://webcms.ohio.edu/sites/default/files/sites/hr/files/Certificate of Insurance.pdf and upon request.

- E. The College shall require the affiliating students to meet all immunization, health tests and certification requirements as designated by the Facility. Required proof will be the responsibility of the affiliating student, and must be provided before the clinical experience can begin.
- F. The College shall inform student(s) and faculty/instructor(s) that while at the Facility a student's and/or faculty/instructor's personal use of cell phones and other electronic devices must not interfere or inhibit patient care or Facility operations. Student use of cell phones/electronic devices is limited to activities, which enhance education, such as accessing medical literature and medical dictionaries or researching drugs and infectious diseases. Student(s) may not use cell phones/electronic devices to take pictures of or record (video/audio) patients, Facility employees or Facility property/facilities. Any student found violating this provision shall be subject to immediate removal from the patient care experience.

III. FACILITY RESPONSIBILITIES

The Facility shall provide the following service to the affiliating student:

- 3. The Facility shall designate qualified preceptor(s)^{1,2,1,4,6,6,2} (aka field instructor and/or teaching assistant) as the Clinical/Learning instructor assigned to teach, mentor, and evaluate the students according to the requirements of the College and programs therein.
- As necessary, the Facility shall designate at least one qualified clinical instructor or preceptor as a clinical instructor for backup purposes.
- C. The Facility agrees to provide student access to its clinical facilities as appropriate for the operation of the program. In addition, the Facility agrees to provide student access to available educational and instructional materials and provide sufficient meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
- D. The Facility shall provide the College with written evaluation of the affiliating student's performance. The format of these evaluations is to be agreed upon by the College and the Facility.
- E. The Facility and the Facility Coordinator of Clinical Education will have sole and primary responsibility for client care and treatment. The affiliating student will participate in providing, but will not be solely responsible for client care and other clinical services rendered at the Facility as part of the student's experiences.
- The Facility shall provide the physical facilities and equipment necessary for the clinical education experience.
- G. If appropriate facilities and services are available at Facility, the Facility will be responsible for providing emergency care for student illness or accident occurring on the Facility's premises during the course of the clinical assignment, but is not responsible for the cost of such care. The College will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the Facility.
- H. All records kept by the Facility relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C 1212(g)

IV. STUDENT RESPONSIBILITIES

- A. The student will follow the policies, procedures, rules and regulations established by the Facility during his/her clinical affiliation in that Facility, including those governing the confidentiality, privacy and security of protected health information under HIPAA.
- B. The student will provide his/her own health insurance coverage for the period of the clinical education experience, and will provide evidence of such coverage to Facility upon request. The student will be advised that he/she is not eligible to participate in any of the Facility's clinical education programs until such insurance coverage is acquired and evidence has been submitted.
- C. The student has the right to appeal any decision made by the College which will have adverse effects upon him/her, subject always to the rights, policies, procedures, rules and codes of conduct of the College. Facility will have discretion to dismiss a student for any reason, or no reason at all. Decisions by the Facility are final and not subject to appeal.
- D. The student may acquire, in addition to general and professional liability insurance provided by the University, his/her own professional liability insurance with minimum liability limits of \$1,000,000 medical incident and \$3,000,000 aggregate.

V. GENERAL

- A. <u>The Term of this Agreement</u> shall begin on the date of this Agreement and shall continue for (5) five years unless either party has terminated this Agreement by advising the other party of its intent to terminate in writing at least four (4) months prior to the desired termination date. This Agreement may be modified by mutual written consent at any time. Students whose clinical experience is in progress when a termination notice is given, will be permitted to complete the clinical mataline.
- B. Amendment and Modifications: This Agreement may be amended or modified by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- C. <u>Governing Law:</u> The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the partles hereunder, shall be governed by the laws of the State of Ohio.
- D. <u>Legal Construction</u>: In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- E. <u>Assignment of Agreement</u>: Nether party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
- F. <u>Media:</u> The parties agree that they will not use the other parties' name in any advertising, promotional material, press release, publication, public announcement or through other public media, written or oral, whether to the public press, the holder of publicly owned stock or otherwise relating to this Agreement or to the performance hereunder of the existence of an arrangement between the parties without the prior written consent of the other party.

Indiana Wesleyan University Memorandum of Understanding

Memorandum of Understanding for Placement of Field Experience	/Internship/Clinical Practice/Student
Teaching ("Experience") between Indiana Wesleyan University, Sc	hool of Educational Leadership ("IWU") and
Circleville City Schools	("Erhani")

Purpose: This Experience includes an opportunity for the student ("Candidate") to acquire valuable experience and insight in a professional setting prior to graduating from IWU and/or fulfill certain state licensing requirements. The School has suitable experiences, supervisors, and facilities available for the educational experience of the Candidate. The relationship is mutually beneficial to IWU and the School to have the Candidate participate as an intern/candidate/student teacher at the School. Therefore, the purpose of this Memorandum of Understanding ("Agreement") is to outline the cooperative arrangements, expectations, and responsibilities for the Experience.

1. IWU will:

- a) Ensure that non-licensed candidates in the Experience complete the required background checks (i.e., Expanded Criminal History Background check, the Expanded Child Protection Index check), or additional checks as requested by the School.
- Provide an IWU Representative to consult with the Mentor/Cooperating Teacher on all Experiences as questions arise.
- c) Abide by the existing rules of the School.
- d) Work in unison with the Mentor/Cooperating Teacher and Building Administrator.
- e) Conduct orientations with Mentor/Cooperating Teacher for the Experiences to ensure understanding of IWU expectations.
- Appoint a University Supervisor who will observe and evaluate the candidate on a scheduled basis during applicable Experiences.
- Provide a stipend for culminating experiences and/or professional growth points to individual Cooperating Teacher/Mentor/School.
- Resolve any issues that are brought forward by the Mentor/Cooperating Teacher or the School in a prompt and professional manner.
- i) Schedule all Experiences through the School's Offices/Human Resource Department or designee.

2. School will:

- a) Assist in the selection of competent Mentor/Cooperating Teacher who meet the established criteria.
- b) Act as an Advisor to the Mentor/Cooperating Teacher.
- c) Promptly contact IWU if any issues arise with a Candidate in the School.
- d) Help the Candidate(s) become acclimated to the School's policies.
- e) Sign a written agreement verifying approval of the placement in the School.

3. School's Mentors/Cooperating Teachers will:

- a) Prior to the Experiences enter into a written agreement with the Candidate and IWU.
- b) Observe, evaluate, and advise the Candidate during the clinical experience.
- c) Provide the IWU instructor/University Supervisor with feedback and pertinent documents related to the Candidate's performance in a timely manner.
- d) Provide the Candidate with support and guidance to help him/her become a competent practitioner.
- e) Promptly contact IWU if any issues arise with a Candidate.
- 4. Term & Termination: Experiences under this Agreement will be offered for a period of five (5) years from the date this Agreement is fully executed by both parties. Either party may terminate this Agreement by giving 90 days written notice to the other.
- 5. Student Status: While engaged in the Experience, the Candidate shall retain the status of a student working towards the fulfillment of a degree or certificate program requirement. The Candidate is not an employee or agent of IWU. The Candidate shall not displace regular employees of the School. Unless negotiated between the Candidate and School, the Candidate is not entitled to any wages or benefits for services performed in the School.
- 6. Compliance with Laws: Each party will comply with all state and federal laws applicable to this Agreement and applicable to the parties, including, but not limited to the Family Educational Rights and Privacy Act (FERPA). Each party certifies that it will not unlawfully discriminate in the performance of this Agreement.

7. Liability Provisions:

- a. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or School not a party to this Agreement.
- b. Each party maintains general liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against the individual party or such individuals. Evidence of such coverage may be requested by either party.
- IWU covers Candidates under its professional liability insurance. Evidence of such coverage may be requested by School.

8. General Provisions:

- a. This Agreement constitutes the entire agreement between the parties. The parties may modify this Agreement only by a subsequent written Agreement signed by the parties.
- b. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of indiana. The parties' rights or obligations under this Agreement shall be construed in accordance with those laws. The provisions of this Agreement shall be construed to conform to those laws.
- c. All notices, requests, or other communications given from one party to the other will be in writing and will be emailed, mailed by first-class mail, or transmitted by hand delivery or facsimile, addressed to the respective party's liaison.
- 9. Authorized Signatures: The parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective organizations and that the parties agree to the terms and conditions of this Agreement as shown by the signatures below.

Ohio Christian University Memorandum of Understanding

This is an agreement between the <u>Circleville City School District</u> herein referred to as the school system, and Ohio Christian University, herein referred to as the university, to provide field and student teaching experiences in the schools of the above-named school district

This university will be represented by the Dean of the School of Education or his/her designee. The representative of the school system will be the superintendent or his/her designee.

School System Agrees

The school system will provide field and student teaching experiences for the number of students from the university agreed to by both parties each semester or year. The field-based experiences may include observation, tutoring, serving as classroom aides, and related experiences. The student teaching experiences may include planning and teaching lessons, tutoring individuals and small groups, serving as classroom aides and related experiences. The administration of programs involving student teaching experiences will be carried out by the Chair of the Teacher Education Department or his/her designee for the university.

Much responsibility for guiding the university student through field and student teaching experiences rests with the cooperating teacher. Accordingly, the work of the cooperating classroom teacher is vital to the success of these experiences. Cooperating teachers should be chosen with care and they should be given all possible support and assistance in their work with university students by both the school system and by the university.

Cooperating teachers will be nominated by the designated school official and accepted by the designated university official. All teachers nominated will have given their consent for nomination. To qualify as a field experience cooperating teacher, the teacher will:

- · hold the appropriate provisional or professional certificate or a professional license,
- have at least one year's experience in the school system and in the current building where serving, and
- be recommended by his/her building principal as being a master teacher who has

To serve as a cooperating teacher for **student teaching**, the teacher must meet all of the above qualifications, plus have a minimum of three years' classroom experience. While this is preferred for **field** cooperating teachers as well, it is not required.

Cooperating teachers will be expected to evaluate the experience in writing on the basis of guidelines supplied by the university and approved by the school system.

The University Agrees

Let it be acknowledged that:

Field students will be available to assist cooperating teachers in routine duties related to teaching. These duties include limited supervised teaching, helping grade papers, taking attendance, keeping records, assisting in playground and lunchroom supervision, and giving instructional help to students who are in need of such assistance. Field students will not serve as substitute teachers when the regular teachers are absent.

Student teachers will be available to assist cooperating teachers in routine duties related to instruction. These duties include teaching under the supervision of the cooperating teacher, grading papers, keeping records, playground and lunchroom supervision, providing tutorial instruction for students who need special help, and, when ready, teaching classes when the cooperating teacher is absent from the classroom, but available elsewhere in the school building. Student teachers will not normally serve as substitute teachers when the regular teachers are absent.

Before the placement of any student is complete, the cooperating teacher will be supplied with a data sheet of essential information about the student, and the cooperating teacher, in cooperation with the school system, may have the option of accepting or rejecting the student.

Guidelines for cooperating teachers will be supplied via the course syllabus. Cooperating teachers' questions should be addressed to the instructor of the course. E-mail addresses for the instructors should be available on the syllabus.

The university will provide the cooperating district with the following:

- a tuition waiver to take a 3-hour continuing education class at OCU, within 5 years of earning it, for only the cost of the registration fee, when the following criteria have been met:
 - c 3 Field Experience Supervisions = 1 waiver
 - c 1 Student Teaching Supervision = 1 waiver

The waiver notice will be sent to the cooperating teacher at the termination of the **field** and/or **student teaching** experience when all completed forms required by the university have been submitted.

As agreement to this contract, please sign, date and return this 3-page form in the enclosed envelope.

The Parties Mutually Agree

The effective date of this agreement is <u>August 16.2021</u>. The agreement is subject to annual review, which will be concluded by August 1st of each year by both the cooperating school system and university. If neither party notified the other in writing of a desire to review this agreement prior to the June 30 deadline, this agreement will automatically be extended for the following school year.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Reeser, seconded by Mr. Stevens, the 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, be it resolved 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; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the requests for the following student travel, as presented:

- CMS 8th Grade D.C. Trip May 23 25, 2022
- CHS 9th & 10th Grade D.C. Trip May 23 25, 2022
- Placement of exchange student Veronica Maio from Italy placed in our district through American Field Service for the 2021-2022 school year. The host family will be the Carrie Martinez family.

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

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

Reports:

- Financial Reports July 2021
- Warrants July 2021
- Annual Commercial Paper Reporting for 7-1-20 6-30-21

Approve the Permanent Appropriations and the Amended Certificate of Estimated Resources

Requisitions Over \$10,000:

- SOUTH CENTRAL OHIO ESC therapy services \$15,975.00
- LEADERSHIP EXCELLERATION- professional development services \$70,427.50
- PICKAWAY COUNTY YMCA preschool space for FY22- \$20,000.00
- SWISS CONSTRUCTION storage building \$108,000.00
- MOHAWK USA Chromebook cases \$29,868.00
- PC PARTS PLUS Chromebook charges \$23,588.00

After the Facts:

- WILSON PLUMBING plumbing materials \$64.47
- JUNIOR LIBRARY GUILD MS/HS library materials \$6,921.20
- T & B TIRES bus tire mounting \$690.00
- HILLYARD custodial cleaning supplies \$6,288.62
- UNISAN custodial cleaning supplies \$177.24
- SIGNS OF DISTINCTION playground signs \$401.80
- SPIRES PEST CONTROL pest control treatment \$448.00
- DAYLIGHT SHADES & BLINDS -shades for CMS/CHS \$3,295.25
- TRUE COLORS INTERNATIONAL PD workbooks \$4,450.56
- REFLECTIVE IMAGE MANUFACTURING CORP transportation signs \$860.80
- AMAZON lift sling for special needs equipment \$86.87
- RHOADS GARDEN CENTER CHS landscaping materials \$149.97
- ALL POWER EQUIPMENT mower parts \$420.57

Student Activity Budget and Philosophy for the 2021 - 2022 School Year:

CHS Club Future

Donations:

- United Health Care convocation \$500
- Frank R. Dunlap Foundation Scholarships \$15,000

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

Community Input concerning ESSER Funding:

Board President's Comments:

- Facilities Committee meeting
- Finance Committee meeting

On a motion by Mr. Reeser and seconded by Mr. Wagner, the Board voted to enter into executive session at 7:50 p.m. in accordance with (O.R.C. 121.22G) (a) consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

The Board returned to general session at 8:52 p.m.

On a motion by Mr. Burrow, seconded by Mr. Stevens, the Board voted to adjourn the meeting at 8:53 p.m.

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes

President

ALIEST

Treasurer