

BOARD OF EDUCATION REGULAR MEETING

February 8, 2023

The Board of Education met in regular session on February 8, 2023, 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 and led the Pledge of Allegiance.

On roll call, the following members were present: Tony Reeser, Jeff Burrow, Terry Leasure, and Patty Truex.

Presentations:

- Circleville Elementary School – Principal Jill Sims & Students
- Communications – Darci Valentine and CHS students
- Safety Update – HB123 – Assistant Superintendent Kirk Henderson

Public Participation:

- Community members, Janay Graham, Damon Pasta, Jennifer Bakare, and Lorraine Freeman, spoke regarding their concerns about race culture at CMS

Legislative Report – Patty Truex

Facilities Committee Report – Jeff Burrow

Superintendent's Report – Dr. Kimberly Halley

- Portrait of a Tiger
- State of the Schools- March 1, 2023
- Superintendent's Student Advisory Board

Treasurer's Report – Aaron Schirm

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the Agenda, as presented:

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mrs. Truex, seconded by Mr. Leasure, the Board approved the following minutes, as presented:

- January 4, 2023, Organizational Meeting, as presented
- January 4, 2023, Regular Meeting, as presented

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

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

2022-2023

Substitutes:

- Mark Roe Substitute Custodian

Classified:

- Barry Kirkland Bus Driver
Change from 7 hours per day to 6 hours per day.
Effective: January 9, 2023
- Joshua Hough Custodian
8 hours/ day - 260 Day Calendar
Effective: January 23, 2023

Athletics:

- Rachel Pennington CMS Golf Coach
Superintendent approved
supplemental/stipend
Years of Experience: N/A
- Amy Rhymer Ticket Taker
- Shaina Palda CHS JV Head Softball Coach
Years of Experience: 7
- Hayden Ellis CHS Assistant Softball Coach
Volunteer
- Bobby Lombardo CMS 8th grade Head Softball Coach (split)
Years of Experience: 3
- Arjanna Knul CMS 8th grade Head Softball Coach (split)
Years of Experience: 1
- Chuck Sims CMS 7th grade Head Softball Coach
Years of Experience: 0
- Jason Wells CHS Varsity Head Boys Track Coach
Years of Experience: 15+

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- Brian Lennex
CHS Varsity Head Girls Track Coach
Years of Experience: 10
- Draven Bass
HS Assistant Track Coach ($\frac{2}{3}$ split)
Years of Experience: 1
- Alonzo Booth
CHS Assistant Track Coach ($\frac{2}{3}$ split)
Years of Experience: 0
- Dick Walters
CHS Assistant Track Coach ($\frac{2}{3}$ split)
Years of Experience: 15+
- Emily Hatfield
CHS Assistant Track Coach
Volunteer
- Bill Search
CMS Head Girls Track Coach
Years of Experience: 14
- Tyler Cassidy
CMS Head Boys Track Coach
Years of Experience: 5
- Nic Hamman
CMS Assistant Track Coach
Years of Experience: 11
- Chad Spradlin
CMS Assistant Track Coach
Volunteer
- Brian Bigam
CHS Varsity Head Baseball Coach
Years of Experience: 14
- Anthony Vagnier
CHS Varsity Assistant Baseball Coach (split)
Years of Experience: 2
- Travis Gray
CHS Varsity Assistant Baseball Coach (split)
Years of Experience: 12
- Austin Manson
CHS JV Head Baseball Coach
Years of Experience: 2
- Jayson Perkins
CMS 8th grade Head Baseball Coach
Years of Experience: 1
- Clint Marcum
CHS Boys Head Tennis Coach
Years of Experience: 1

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- Justin Jenkins

CHS Boys Assistant Tennis Coach
Volunteer

Unpaid Leave:

- Christopher Beavers

CHS - Teacher
2023-2024 school year (1 year)

Resignations:

- Matt Homoelle

Rescind employment
Assistant Varsity Boys Basketball Coach

- Britni Brown

CES Educational Aide
Effective: January 13, 2023

- Autumn Bianchi

CES Intervention Specialist
Effective: End of 2022-2023 School Year

- Kyle Bruner

CMS Teacher
Effective: End of 2022-2023 School Year
(leave of absence)

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board approved the following personnel items, as presented:

- Dave Truex

CHS Varsity Head Softball Coach
Years of Experience: 15+

- Jada Truex

CHS Varsity Assistant Softball Coach
Years of Experience: 7

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – abstain, Mrs. Williams – absent

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On a motion by Mr. Burrow, seconded by Mrs. Truex, the Board approved the following requests for overnight trips, as presented:

- CHS Science Annual Stone Lab Trip for 15 Junior & Senior Students
 - May 11 & 12, 2023
 - Chaperones: Gwen Minor & Matthew Fosnaugh
- Chaperones for the 8th Grade Washington D.C. Trip
Nathan Elswick, Abigail Fuhrmann, Kyle Lundy, Chad Michael, Brooke Paxton, Kathryn Plunkett, Halley Queen, Susan Search, Chad Spradlin, and Steve Wastier (trip approved October 12, 2022)

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mr. Reeser, seconded by Mr. Leasure, the Board approved the resolution for Circleville City Schools to continue participation in the Ohio High School Athletic Association for 2023 - 2024 school year.

Authorizing 2023-2024 Membership in the Ohio High School Athletic Association

Whereas, CIRCLEVILLE CITY SCHOOL DISTRICT, District IRN number: 043760
of 388 CLARK DR, Pickaway County, Ohio

Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

WHEREAS, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mr. Burrow, seconded by Mrs. Truex, the Board approved the enclosed resolution for the following service agreements, as presented: (safety grant funds)

- Clearview Tinting LLC- safety glass upgrade
AUTHORIZING CONTRACT WITH CLEARVIEW TINTING, LLC FOR THE SAFETY GLASS PROJECT

The Superintendent recommends contracting with Clearview Tinting, LLC (the "Contractor") for the Safety Glass Project (the "Project") based upon the security and protection of school property exception to competitive bidding. The Superintendent requests authority for the Superintendent and Treasurer to negotiate and enter into an agreement with the Contractor for the Project.

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Background:

1. The District has identified a need to install bullet resistant and safety glazing in certain areas of its Elementary, Middle, and High Schools and the District Administrative Office.
2. The District requires the services of a contractor to supply the materials and provide the necessary services to install the bullet resistant and safety glazing in certain areas of its Elementary, Middle, and High Schools and the District Administrative Office.
3. The District anticipates using federal grant funds to pay for a portion or all of the Project.
4. The work for the Project is outside the statutory bidding requirements for public school districts under Section 3313.46 of the Ohio Revised Code, as the work for the Project is for the security and protection of school property.
5. The District solicited price quotations from an adequate number of qualified sources pursuant to 2 C.F.R. 200.320(a)(2).
6. The Superintendent recommends the quotation provided by the Contractor as the quotation in the best interest of the District.
7. The Superintendent also recommends that the Board declare an exception to statutory bidding pursuant to Section 3313.46 of the Ohio Revised Code, as the Project is for the security and protection of school property.
8. The Superintendent requests authority to negotiate an agreement with the Contractor for the Project and to execute the agreement and any associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$180,480.00.
9. The Superintendent also requests authority for the Superintendent and Treasurer to enter into change orders on behalf of the Board in a total amount not to exceed 10% of the Contract Sum. Change orders in excess of that amount, individually or in the aggregate, will be brought to the Board for its approval.

The Board of Education resolves as follows:

1. Based on the foregoing, the Board declares an exception to statutory bidding for the Project pursuant to Section 3313.46 of the Ohio Revised Code, as the Project is for the security and protection of school property.
2. The Board authorizes the Superintendent to work with other administrators and legal counsel to negotiate an agreement with the Contractor for the Project, and to execute the agreement and associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$180,480.00 on the Board's behalf.
3. The Board further authorizes the Superintendent and Treasurer to sign change orders related to the Project in a total amount not to exceed 10% of the Contract Sum; should a change order exceed this amount individually or in the aggregate of change orders for the work, the change order will be brought to the Board for approval prior to the work associated with the change order being performed.

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the following service contracts, as presented:

Change Orders

- Delmarva Construction (baseball building) \$5,663

Addition(s) to Contract

Engineer Changes: Additional Lumber Required by Engineer for Structure of Building

\$3,444.00

Doors:

(a)	Two (2) 3'0" x 6'8" Masonite Traditional Unfinished Wood Interior Door	
	1. Solid panel	
	2. Model #743720	\$1,152.00
(b)	Five (5) 3'0" x 6'8" Solid Steel Flush Universal Door	
	1. Solid Panel	
	2. Steel Frame	\$8,389.00

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Deletion(s) to Contract

- (c) Six (6) 3'0" x 6'8" Plastpro 2000 Smooth Skin Fiberglass Door(s) (25 Year Limited Warranty) in Plastpro PF Frames. (Ask your building consultant for a copy of Manufacturer's Warranty)
1. Lock Set
2. Six Panel
- \$7,322.00

Change(s) Made to Contract

- (d) (2) 7'x4' Opening Only Moved to Eave of Building, Client to Provide Window to Match Drawings \$0.00
- (e) Interior Stairway with Landing: Stair Opening Moved to Start on Eave to Match Drawings \$0.00

• Delmarva Construction (softball building) \$6,154

Addition(s) to Contract

Engineer Changes: Additional Lumber Required by Engineer for Structure of Building

\$1,872.00

Doors:

Overhead Doors:

- (a) (1) 6' x 8' CHI 2251S or 4251L Residential Overhead Garage Door(s) on Eave of Building
1. Insulated
2. No Glass or Inserts Per Customer Request
3. Low Headroom Track
4. Standard Framing
5. Limited Lifetime Warranty
6. No Opener(s)
- \$2,080.00
- (a) One (1) 3'0" x 6'8" Masonite Traditional Unfinished Wood Interior Door
1. Solid panel
2. Model #743720
- \$576.00
- (c) Six (6) 3'0" x 6'8" Solid Steel Flush Universal Door
1. Solid Panel
2. Steel Frame
- \$10,066.00

CONCRETE PAD PLACEMENT:

- (a) 3,500 PSI, 6 Mil Poly (Vapor Barrier beneath interior pads only, if requested), Fiber Reinforced, Saw Cut Control Joints. This quote is for concrete only and does not include provision for stripping topsoil, and placement of stone base, which is provided as separate pricing above.
1. One (1) 4" x 2' x 8' Apron At 6'x8' Overhead Door Location

\$311.00

Deletion(s) to Contract

- (a) One (1) 4' x 4' Concrete Service Door Pad
- \$209.00
- (b) Seven (7) 3'0" x 6'8" Plastpro 2000 Smooth Skin Fiberglass Door(s) (25 Year Limited Warranty) in Plastpro PF Frames. (Ask your building consultant for a copy of Manufacturer's Warranty)
7. Standard Lock Set
8. Six Panel
- \$8,542.00

Changes to Contract

- (a) Addition of Two Low Head Room Tracks For Two (2) 10'x8' Overhead Doors \$0.00
- (b) Interior Stairway with Landing: Stair Opening Moved to Start on Eave to Match Drawings \$0.00
- (c) (2) 10'x8' CHI 2250S/2250L Residential Overhead Garage Doors Moved to Gable of Building to Match the Drawings \$0.00

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AGREEMENT

The UNDERSIGNED, hereinafter called the Purchaser(s), request the Seller, hereinafter called the Corporation, to construct (a) building(s) in accordance with the specifications which Purchaser(s) hereby approve and for which Purchaser(s) agree to pay THE TOTAL CASH PRICE in accordance with the terms shown below. The Corporation agrees to perform its part of the contract within a reasonable time after acceptance, subject to delay caused by accidents or conditions beyond its control. All work is to be done in a workman like manner per our standard practices. It is also understood that time is not of the essence, as it pertains to this contract, unless noted in writing and signed by an officer of the Corporation. It is agreed that any delay in commencement of construction in excess of one hundred twenty (120) days from the date of the Purchaser's signature hereto, through no fault of the Corporation, may be grounds for modification of the price, at the Corporation's option. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Delmarva, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order. A change in price of an item of material shall be considered significant when the price of an item increases beyond 10 percent between the date of this contract and the date of installation. It is expressly agreed that no statement, arrangement or understanding, oral or written, expressed or implied, not contained herein will be recognized. Purchaser(s) agrees to be responsible for determining the location of the building with the placement of a stake in each corner of the building. Purchaser(s) is responsible that said location is not in conflict with any building code or zoning ordinance for the proposed location of the building. The Corporation does not guarantee that non-standard windows will not leak. Non-standard windows are any windows that are not typically supplied by The Corporation and/or do not have a removable J-channel. Purchaser(s) will obtain and pay for any building permits or sealed drawings needed unless otherwise stated in contract, and failure to do so will not excuse Purchaser's performance hereunder. Purchaser(s) is responsible for the breaking, cutting or damaging of any wires, cables, septic tanks, pipes, etc., in the course of drilling holes. Purchaser(s) agrees to pay extra costs should surface or underground obstructions such as asphalt, concrete, debris, frost, rocks, water, etc. cause the Corporation to incur extra costs in the course of drilling holes. Purchaser agrees to pay any extra costs incurred due to poor soil conditions and/or obstructions at the building site. Purchaser agrees to pay any additional costs caused by changes or additions to the contract terms ordered by an engineer, architect, fire marshal, building inspector, or any government agency. Purchaser(s) is responsible for any leveling, grading, and filling of building site unless otherwise stated in the contract. Corporation policy will be to set skirt board at the high point of the building perimeter, plus or minus two inches. An additional charge will be rendered if low point of grade exceeds twelve inches. Sliding door height and width may vary from above specifications depending on location. Corporation reserves the right to use regular framing at its discretion for sliding doors, tie-ins and small roof systems, even when using the Delmarva Panel System. Whenever trusses are 2 foot on center only plywood is used on the roof as per code, even when using the Delmarva Panel System as well. Purchaser(s) is responsible for loss of the building and the building materials due to fire, acts of God, theft and vandalism immediately upon delivery of any building materials to protect the Corporation against loss or damage until building is complete and paid in full. Minor work and adjustments shall not be grounds for delaying payment beyond agreed dates. Purchaser(s) assumes responsibility for damages and consequences, which result from inadequate soil bearing. All warranties are contingent upon payment in full, according to contract terms. Purchaser(s) will pay by either personal or business check or cashier check or money order made payable to Delmarva Pole Building Supply, Inc. DO NOT pay by cash, singularly endorsed cashier's check or money orders. Any payments not received within 10 days of completion of work will be assessed a late fee of 5% per month. In addition, purchaser(s) agrees to pay all collection costs, attorney fees, and court costs. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, excluding conflict of laws principles. The parties consent to and agree to exclusive jurisdiction and venue in the courts of the State of Delaware located in Kent County, Delaware. If any provision of this Agreement shall be determined by reason of law to be invalid, such invalidation shall not affect the validity of any other provision of this Agreement, and to this end, the respective provisions of this Agreement are hereby declared to be severable.

• New Story Schools- educational services for a special needs student

This CONTRACT FOR SERVICES (hereinafter "Agreement") is made and entered into the 6th day of February by and between the NEW STORY SCHOOLS OHIO (hereinafter "NSS OHIO"), and Cireleville City Schools (hereinafter "School District").

WHEREAS, the School District desires to enroll [REDACTED] ("Student"), a student in need of special education services; and

WHEREAS, NSS OHIO has specially-trained staff, adapted curriculum, and specialized facilities designed to educate students in need of special education services.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and covenants contained herein, the parties hereby agree as follows:

1. **Services Provided.** NSS OHIO will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP"). School District shall be responsible for maintaining a current IEP for Student and providing a current IEP to NSS OHIO. NSS OHIO will provide behavior or instructional aide support as outlined in the Student's IEP. *NSS Ohio personnel will perform all duties as outlined and required by the student's IEP, including but not limited to providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary IEP meetings and evaluations. The School District shall have the right to request that NSS Ohio assign different employees/individuals to provide services at the School District's sole discretion and NSS Ohio shall comply with such request.* It is understood that NSS OHIO does not provide transportation to or from its facilities, and it does not provide lunch or snacks; Student's parent/guardian shall be responsible for lunch, or snacks, as needed. The School District or Student's parent/guardian will be responsible for transportation to and/or from NSS OHIO. NSS OHIO will provide quarterly reports on Student's progress and monthly attendance reports.

NSS OHIO shall keep and maintain appropriate, adequate, and current records in the manner required by the BOE for individuals who are provided with services during the term of this Agreement

2. **Virtual Services.** In the event that NSS OHIO is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), NSS OHIO will notify the School District and work with the School District to determine how to serve the student either through virtual classroom learning and/or home instruction provided by NSS OHIO personnel. These services will be considered to be in compliance with the provisions of this agreement.

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3. **Compliance with Law.** NSS OHIO agrees that it will comply with all applicable laws and regulations concerning its provision of services to Student. *NSS Ohio agrees that it will ensure that its employees maintain appropriate licensure as required by the Ohio Department of Education for the provision of education in its program.*

4. **Background Checks.** Pursuant to 3319.392, NSS OHIO shall obtain Bureau of Criminal Investigation and Federal Bureau of Investigation (FBI) criminal background checks for any employees that will be working with the contracted School District students. These checks shall satisfy the requirements in R.C. 3319.39. NSS OHIO shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under R.C. 3319.39 and/or R.C. 3319.31. NSS OHIO shall pay the costs of obtaining background checks and it shall, upon request, provide the School District with proof that it has complied with this request and copies of the results of each employee's background check.

5. **Student Privacy.** NSS OHIO acknowledges that the School District is subject to the Family Educational Rights and Privacy Act ("FERPA"), its regulations, Ohio Revised Code 3319.321, and other applicable laws. NSS OHIO further acknowledges and agrees that it and its Service Providers shall comply with FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws, and shall preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws. *NSS Ohio shall not disclose personally identifiable information or education records of the School District's current or former students except as permitted by FERPA and its regulations.*

6. **Term.** The term of this Agreement shall be during the 2022-2023 school year, which begins on *the official start date for Student and ends on May 25th, 2023 or the last day of the school year.* This Agreement will terminate automatically *on the later of May 31st, 2023 or the last day of the school year.* **The official start date for student will be determined accordingly.**

7. **Compensation.** NSS OHIO shall be compensated at the rate of \$ **6,013.50** per month for all services performed under this Agreement. If Student is enrolled after the start of the school year, or this Agreement is terminated prior to the end of the school year, compensation for the month in which Student is enrolled or in which the Agreement is terminated shall be reduced pro-rata *and the School District will not be charged for any days in the month following the date of termination or for any remaining period of the Term. No additional or different fees will be charged to the District unless agreed to in advance and in writing between NSS OHIO and the District.*

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8. **Optional Services Provided.** If initialed below by School District's representative, NSS OHIO shall provide the following additional services at the costs described below:

- a. **Extended School Year (Summer 2023).** NSS OHIO may provide an additional three weeks of services at the end of the school year, during the summer of 2023, at an additional cost of \$ 6,013.50 (for 3 weeks) total. If School District opts to obtain these services (as shown by its representative's initials below), paragraph 6 of this Agreement shall be modified to the extent necessary to extend the term of this Agreement by three weeks beyond the end of the school year. Dates for Summer ESY are July 11th, 2023 through July 28th, 2023. Please note: If Student requires the below therapy services during the school year, Student will also receive them during the Summer ESY program accordingly.

*By initialing on this line, School District accepts the Extended School Year Services during summer of 2023 and agrees to the terms of paragraph 8(a) above _____.

- b. **Speech Therapy Services.** NSS OHIO will provide speech therapy services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, speech therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Speech Therapy Services and agrees to the terms of paragraph 8(b) above _____.

- c. **Occupational Therapy Services.** NSS OHIO will provide occupational therapy services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Occupational Therapy Services and agrees to the terms of paragraph 8(c) above _____.

- d. **Physical Therapy Services.** NSS OHIO will provide physical therapy services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Physical Therapy Services and agrees to the terms of paragraph 8(d) above _____.

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9. Submission of Invoices. NSS OHIO shall submit to the School District itemized invoices for services on a monthly basis. The School District shall remit payment unto NSS OHIO within thirty (30) days upon receipt of invoices. It is understood by both parties that payments to NSS OHIO are due regardless of whether School District obtains grant, scholarship, or other anticipated funds to reimburse School District for the amounts paid to NSS OHIO; payments due to NSS OHIO are not contingent upon the receipt by School District of such funds. Outstanding amounts not paid by the District may result in disenrollment of the student placed by the District.

Notwithstanding the foregoing, the School District shall not be required to pay any invoice until NSS OHIO has provided the School District all due and requested education records, including but not limited to quarterly progress reports, transcripts, attendance documentation for the month invoices and other records required by the terms of this Agreement.

10. Independent Contractor Status. NSS OHIO 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 the School District. NSS OHIO 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 NSS OHIO with respect to any federal, state, or local laws. NSS OHIO 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 NSS OHIO's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. NSS OHIO shall further indemnify, defend, and hold harmless the School District, 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/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of NSS OHIO's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

- a. NSS OHIO acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement
- b. NSS OHIO shall be free to perform services for any third parties, including other School Districts or Students, at the same time providing the services as describes herein above to the extent the services are performed on NSS Ohio's property. NSS Ohio shall not be permitted to perform services for other third parties, including other school districts or students, on the School District's property without the prior written approval of the Superintendent. In the event the Superintendent provides such approval, the Compensation set forth in Section 7 shall be reduced to an agreed upon amount.

11. Insurance. NSS OHIO shall provide employment and general liability insurance and professional liability insurance that covers acts of the Personnel with minimum limits of \$1 million per occurrence and \$3 million annual aggregate limit. The School District will maintain customary comprehensive general liability insurance. Each party shall provide the other with proof of such insurance coverage promptly upon the request by the other.

12. Indemnification. NSS Ohio agrees to indemnify, defend, and hold harmless the School District, its members, employees, agents, insurers, and assigns ("Indemnitees" collectively) from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, loss charges, expenses, fees (including attorney fees), costs, and judgments that may be asserted against Indemnitees as a result of the acts or omissions of NSS Ohio and its service providers, employees, agents, subcontractors, and/or assigns.

13. Termination. This Agreement may be cancelled by either party, for any reason, with at least sixty (60) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

If to NSS Ohio:

New Story Schools Ohio
Attn: Dana Shelbo - School Office Director
7690 New Market Center Way
Columbus, Ohio 43235
Email: dana.shelbo@newstoryschools.com

If to School District:

Cireleville City Schools
388 Clark Drive
Cireleville, OH 43113

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14. **Entire Agreement.** This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

15. **Assignment.** Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

16. **Modification.** No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of the Board and the Contractor.

17. **Construction and Jurisdiction.** The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio. *Exclusive jurisdiction and venue shall be Pickaway County, Ohio.*

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above and acknowledged by the following with signatures. Please sign below to confirm that you agree with the content of this contract and fax it to 614-602-6493 or scan and email to: dana.shelbo@newstoryschools.com.

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board approved the MOA with the Teamsters Local Union #284, as presented:

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

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

Reports:

- Financial Reports - January, 2023
- Warrants - January, 2023

Establishment of Funds:

- Dr. Clark Cellio Scholarship Fund - 007-9015
- Ohio BWC Safety Grant - 499-9023

Requisitions Over \$10,000:

- CLEARVIEW TINTING LLC -security upgrades - \$180,480.00
- FIELD SOURCE LLC - RYAN DEMAY - renovations to baseball & softball fields - \$23,000.00
- H DAVID MCILRATH - contracted tuition for special needs student - \$10,200.00
- KINDRED SPIRITS INVESTMENT - investment management fees - \$17,465.25
- TEAMSTERS - Teamsters health insurance premiums FY23 - \$99,000.00
- CDW GOVERNMENT INC. - Chromebooks - \$139,770.00
- NEW STORY SCHOOLS OHIO - special ed. services - \$24,054.00

BOARD OF EDUCATION REGULAR MEETING

February 8, 2023

After the Facts:

- SCHRADER TIRE & OIL - tires for bus - \$679.16
- JESSICA COLLINS - food after homecoming - \$167.36
- DRUG FREE CLUBS OF AMERICA - membership and testing fee - \$2,143.10
- COLUMBUS BUILDING SERVICES - troubleshoot and repair water leak CHS- \$1,015.00
- JILLIAN MCFARLAN - PAR report reimbursement - \$35.00
- PLURALSIGHT - software subscription - \$297.00
- LITERACY RESOURCES LLC - Pre-K Curriculum - \$518.34
- PSAT/NMSQT - PSAT student tests - \$620.00
- NICHOLS PAPER & SUPPLY COMPANY - foam soap CMS - \$480.99
- OHIO FCCLA - chapter dues - \$15.00
- TEAMSTERS - health insurance - \$12,677.40

Student Activities:

- CMS Tiger Pen - Revision
- CES Media - Revision
- CHS Art Club - Revision

Donations:

- \$200 to Circleville City Schools from Chase Bank
- \$1500 to CHS FFA from Circleville City Schools Foundation
- \$100 to Clark Cellio Scholarship from Mollie Hedges
- \$100 to Clark Cellio Scholarship from Robert Sneed
- \$100 to Clark Cellio Scholarship from Barbara Tootle
- \$250 to Clark Cellio Scholarship from Jean Droste
- \$250 to Clark Cellio Scholarship from Robert & Constance Tootle
- \$100 to Clark Cellio Scholarship from Larry Logan
- \$100 to Clark Cellio Scholarship from Deborah & Thomas Vickers
- \$100 to Clark Cellio Scholarship from Pamela Hill
- \$100 to Clark Cellio Scholarship from Melissa Mabe
- \$100 to Clark Cellio Scholarship from Judith Bennington

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent

Board President's Comments:

- Board Work Session Discussion
 - Session date tentatively set for March 6, 2023 at 5:00 p.m.

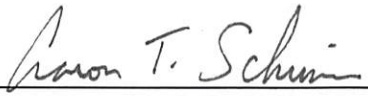
BOARD OF EDUCATION REGULAR MEETING February 8, 2023

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board voted to adjourn the meeting at 8:03 p.m.

Mr. Reeser – yes; Mr. Burrow – yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - absent



President

ATTEST 

Treasurer