

BOARD OF EDUCATION REGULAR MEETING

November 9, 2022

The Board of Education met in regular session on November 9, 2022, 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, Jeff Burrow, Terry Leasure, Patty Truex, and Christine Williams.

Presentations:

- Recognition of Fall Athletics – Brandon Wright, Danielle Perkins Head Volleyball Coach & Joe Stitt Girls Soccer Head Coach
- Student Services Department - Vicki Scott, Jenny Lamp, Fred Styers, and former student Katie Beckley

Legislative Report – Patty Truex

Superintendent's Report – Dr. Kimberly Halley

- Staff Culture Survey results
- Be the Difference days
- Stakeholder engagement activities

Treasurer's Report – Aaron Schirm

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

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

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

- October 12, 2022, Regular Meeting

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

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

2022-2023 School Year

Substitutes:

- | | |
|----------------------|---|
| • Brian Leonard | Substitute Bus Driver |
| • Krystle Adkins | Substitute Bus Driver |
| • Renee King | Substitute Bus Driver
Rate of Pay: \$25.54/hr. |
| • Jennifer Schmidt | Substitute Custodian |
| • Stephanie Lauerman | Substitute Custodian |
| • Stacy Combs | Substitute Custodian / Substitute Cook |
| • Kevin Keaton | Substitute Educational Aide |

Classified:

- | | |
|----------------------|--|
| • Jennifer Vance | Van Driver
Effective: October 24, 2022 |
| • Stephanie Lauerman | CES Cook - 4 hours/day
182 Day Calendar
Effective: November 15, 2022 |

Certified:

- | | |
|--------------------|--|
| • Jonathan Patrick | CHS - Building Substitute Teacher
BA - Step 0
Effective: November 14, 2022 |
|--------------------|--|

Athletics:

- | | |
|------------------|---|
| • Joe Arndt | Varsity Boys Basketball Assistant Coach
Years of Experience: 15+ |
| • William Search | Freshman Boys Basketball Head Coach
Years of Experience: 15+ |
| • Katie Thompson | 7th grade Girls Basketball Head Coach
Years of Experience: 0 |

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- Chad Channel

CMS Assistant Wrestling Coach
Years of Experience: 0

Volunteers:

- Jon Smith
- Erin Barthelmas
- Raelynn Snyder
- Jason Evans

Destination Imagination Volunteer
Destination Imagination Volunteer
Destination Imagination Volunteer
Destination Imagination Volunteer

Unpaid Leave:

- Britni Brown

CES Educational Aide
Effective: December 20, 2022 through
end of the 2022-2023 school year.

- Gwen Minor

CHS Teacher
February 24, 2023 (1 day)

Resignations:

- Aaron Sheffield

Director of Food Services
Effective: November 4, 2022

- Brian Leonard

Bus Driver
Effective: October 28, 2022

- Cheryl Davis

Head Cook CHS
Effective: November 7, 2022

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

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On a motion by Mrs. Truex, seconded by Mr. Leasure the Board approved a change in compensation/benefits per ORC 3319.10, due to serving more than 60 days as a long-term substitute. The substitute will be compensated at BA - Step 0, and will be afforded the same benefits as other certified staff during the 2022-2023 school year.

- Kelsie Murphy
CES Intervention Specialist
remainder of 2022 - 2023 school year
Effective: November 9, 2022
- Arjanna Knul
CHS Intervention Specialist
remainder of 2022 - 2023 school year
Effective: November 11, 2022

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the revised salary schedule for the Food Service Director, as presented.

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

On a motion by Mrs. Williams, seconded by Mr. Leasure, the Board approved the following director contract, as presented.

- Cheryl Davis
Director of Food Services
Effective: November 8, 2022 - June 23, 2023
146 Days to be worked at the daily rate \$197.27

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

On a motion by Mr. Reeser, seconded by Mrs. Williams, the board approved the following pay rates as presented

Ticket Takers / Clock Operators

- Classified Employee
Current rate of pay per hour
- Certified Employee
\$10.00 per hour
- Non-Employee
\$10.00 per hour

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

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On a motion by Mrs. Truex, seconded by Mr. Burrow, the Board approved the temporary resolution to expand employment of substitute teachers pursuant to House Bill 583 for 2022 - 2023 and 2023 - 2024 school years as presented.

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

On a motion by Mr. Reeser, seconded by Mrs. Williams, the Board approved the following student services agreements for FY23:

- Pathways Behavioral Health - Educational and support services for one special education student

This agreement is made and entered into this 17TH day of OCTOBER, 2022 by and between Pathways Behavioral Health, LLC, an Ohio limited liability company, 407 E. Main Street, Circleville, Ohio 43113 (hereinafter "PATHWAYS"), and Circleville City Schools, 388 Clark Drive, Circleville, OH 43113, hereinafter the "CLIENT") for the benefit of Educational Services to be provided to [REDACTED] (hereinafter the "STUDENT").

WHEREAS, PATHWAYS employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups;

WHEREAS, PATHWAYS provides special consulting and treatment services to families with children affected by autism and related diagnosis groups;

WHEREAS, CLIENT desires to engage PATHWAYS to provide the services outlined in this Agreement to STUDENT;

WHEREAS, PATHWAYS will provide services outlined in this agreement to STUDENT on behalf of CLIENT, for the compensation stated, as an independent contractor.

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

1. SERVICES. PATHWAYS will provide the following services to CLIENT on the schedule provided herein or as modified by the parties hereto:

Educational Services in a small group setting for the 2022-2023 school year which shall run from August 15, 2022 until May 31, 2023 (hereinafter referred to as the "Term"). Educational Services shall include all programming, Individualized Education Program (IEP) progress reports, IEP present levels, and suggested goals for STUDENT.

The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and shall be in accordance with PATHWAYS' professional judgment as to what is in the best interest of STUDENT.

PATHWAYS expressly agrees that upon request by CLIENT at any time, and for any reason,

PATHWAYS shall assign a different service provider to STUDENT

PATHWAYS agrees to keep and maintain appropriate, adequate, and current records related to services rendered to STUDENT in the manner required by CLIENT, during the term of this Agreement. CLIENT shall, upon request of PATHWAYS, provide PATHWAYS with information and guidance on the CLIENT'S standard record keeping practices.

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PATHWAYS agrees to provide adequate documentation upon request of CLIENT to assist CLIENT in the collection of fees for services rendered by PATHWAYS if so requested by CLIENT. PATHWAYS agrees it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement. That it will follow and perform all requirements for STUDENT as outlined and required by STUDENT'S IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations. If PATHWAYS provides services to students on CLIENT'S property, PATHWAYS, its agents and employees, agree to sign in upon entering CLIENT'S, display proper identification while on CLIENT'S property, and sign out when leaving CLIENT'S property.

2. **FEES.** CLIENT agrees to pay PATHWAYS a total sum of \$20,000.00 over the Term of this Agreement as consideration for rendering the Services described in Section 1 of this Agreement. The total fees owed to PATHWAYS shall be prorated and paid in monthly installments as described below.

PATHWAYS shall issue monthly invoices for the prorated fee amount to CLIENT at the address listed above. Invoices shall be due and payable upon receipt and shall be considered past due thirty (30) business days from the date of the invoice. A finance charge of 1.5% per month on all unpaid balances will be charged on accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Pathways Behavioral Health, LLC within 30 days of the date of the invoice.

3. **WAIVER OF LIABILITY/RELEASE.** PATHWAYS, its agents, employees, and other affiliated service providers, will at all times adhere to a positive behavioral interventions and supports (PBIS) model of responding to aggressive behaviors, including adhering to Ohio Administrative Code Section 3301-35-15.

4. **INDEPENDENT CONTRACTOR.** PATHWAYS acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. PATHWAYS further acknowledges and agrees that none of its service

providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws.

Accordingly, PATHWAYS shall be responsible for, and shall pay all wages, benefits, charges, fees, and/or taxes, including social security taxes, health care charges/taxes, worker's compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of PATHWAYS service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing services under this Agreement. The provisions of this section shall survive termination of this Agreement

5. **STUDENT PRIVACY.** PATHWAYS acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. PATHWAYS agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to STUDENT. PATHWAYS shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321. PATHWAYS agrees that CLIENT shall retain direct control over all education records and personally identifiable information contained in CLIENT's data and documents, regardless of CLIENT's ability to access the data, either physically or digitally, at any time. PATHWAYS additionally agrees that, upon CLIENT's request, PATHWAYS will immediately return, destroy, or modify CLIENT data in a manner consistent with the CLIENT's instructions.
6. **RECORDS CHECK.** PATHWAYS shall require all service providers performing services for STUDENT under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

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7. **LIABILITY INSURANCE.** PATHWAYS will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. PATHWAYS will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.
8. **INDEMNIFICATION.** PATHWAYS agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from negligent acts or omissions of PATHWAYS, its service providers, employees, agents, contractors, subcontractors, or assigns.
- PATHWAYS shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of PATHWAYS service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.
9. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and PATHWAYS.
10. **NOTICES.** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to PATHWAYS or CLIENT respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

PATHWAYS:
Pathways Behavioral Health, LLC
c/o Makiah Maxson Seifert
407 E. Main Street
Circleville, Ohio 43113

with copy to: Stebelton Snider, LPA
c/o Jefferson M. Kiser
109 North Broad Street, Suite 200
Lancaster, Ohio 43130

CLIENT:
Circleville City Schools
388 Clark Drive
Circleville, OH 43113

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. Exclusive jurisdiction and venue shall be in a court of competent jurisdiction in Pickaway County, Ohio.
12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly listed in this Agreement. This Agreement supersedes all prior agreements between the parties.
13. **NON-WAIVER.** No failure by either party to exercise any right under this Agreement and no partial exercise of that right shall constitute a waiver of that or any other right, unless expressly provided in this Agreement.
14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

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15. **SUCCESSORS.** Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.
16. **DEFAULT.** CLIENT shall be deemed to be in default of this Agreement if it materially breaches the Agreement or by failing to pay appropriately submitted invoices within sixty (60) days of receipt. PATHWAYS will be in default if it materially breaches this Agreement.
17. **TERMINATION.** This Agreement may be terminated: (i) upon written notice of default by the either party to the other party which default is not cured within 30 days of receipt of notice of said default; (ii) by either party upon sixty (60) days prior written notice; (iii) immediately upon notice by CLIENT to PATHWAYS that adequate services are not being provided; or (iv) upon the loss or suspension of any license required by the service provider to enable them to provide special education services. Notice will be delivered to the non-terminating party in accordance with Paragraph 10 of this Agreement. Upon termination of this Agreement, neither party will have any further liability or obligation to the other party under this Agreement, except for the obligations that accrue prior to such termination and such obligations which are intended, by the terms of this Agreement, to survive the termination of this Agreement.
18. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by Client and Trainer.

- **Maxim Healthcare Services - Healthcare services for a student with special needs**

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 21st day of July, 2022, by and between **Circleville City School District Board of Education** located at 388 Clark Drive Circleville, Ohio 43113, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 445 Hutchinson Ave Suite 720 Columbus, Ohio 43235 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in Ohio and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a healthcare staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

- Section 1.1 Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION school year unless terminated. This Agreement may be renewed for additional periods of time upon the signed written agreement of the Parties.
- Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

- Section 2.1 Services.**
- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the specific type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider/Personnel. MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate, if approved in advance, in writing, by EDUCATIONAL INSTITUTION.
 - B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request, at its sole discretion, MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services

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- at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.
- C. **Manage Care.** Services will be determined by the individual medical plan of care and maintained by Maxim Healthcare Services. The medical plan of care will be provided to Maxim Healthcare personnel by EDUCATIONAL INSTITUTION staff in collaboration with Maxim and the EDUCATIONAL INSTITUTION nurse.
- Section 2.2 Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
- 1) Possess applicable and current state license/registration and/or certification.
 - 2) Possess CPR certification to comply with applicable law.
 - 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
 - 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s) pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to EDUCATIONAL INSTITUTION under this Agreement, (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
 - 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - 7) Completed MAXIM standard OSHA and HIPAA training.
- Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION and shall name EDUCATIONAL INSTITUTION as an additional insured on all such policies of insurance.
- Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement and/or by EDUCATIONAL INSTITUTION. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement and will be responsible for any subcontractor's compliance with the terms of this Agreement. MAXIM will provide written notification, in advance, to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications and screening processes as MAXIM employees and as required by this Agreement.
- Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, health care charges/taxes, worker's compensation, unemployment insurance. EDUCATIONAL INSTITUTION is a tax exempt entity. The provisions of this Section shall survive termination of this Agreement.
- Section 2.6 Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

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Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws.

- Section 3.2 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.
- Section 3.3 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or employ directly as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire or employ, and thereafter continue to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days' notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent in any way, including but not limited to the performance of their job duties, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior written approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason.

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EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal. In the event of dismissal, MAXIM will reassign different Personnel upon request of EDUCATIONAL INSTITUTION.

- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with prior written notification to EDUCATIONAL INSTITUTION at least thirty (30) days in advance. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date.
- Section 3.11 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement.
- Section 3.12 Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event or as soon as reasonably practical. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed, unless such reports are confidential due to state and federal privacy laws, including but not limited to FERPA and Ohio Revised Code Section 3319.321.
- Section 3.13 Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Students. EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.
- Section 3.14 Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. Additionally, Should necessary Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so. EDUCATIONAL INSTITUTION shall be entitled to immediately cancel this Agreement in such event. Should EDUCATIONAL INSTITUTION choose not to cancel this Agreement, EDUCATIONAL INSTITUTION will not be charged for any period of time in which Services are not provided.

ARTICLE 4. MUTUAL RESPONSIBILITIES

- Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

- Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:
- ☐ Weekly
☒ Bi-weekly
☐ Monthly

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Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Circleville City Schools
388 Clark Drive
Circleville, Ohio 43113
ATTN: Kirk Henderson

- Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4 Rate Change.** MAXIM shall not change the rates listed on Attachment A during the Term of this Agreement without the prior written consent of EDUCATIONAL INSTITUTION.
- Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party

in carrying out the terms of this Agreement.

- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM shall indemnify and hold harmless the Educational Institution, its members, employees, agents, insurers, assigns and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.
- Section 6.4 Reserved.**
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Circleville City Schools
388 Clark Drive
Circleville, Ohio 43113
ATTN: Kirk Henderson

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Services, Inc.
445 Hutchinson Ave. Suite 720
Columbus, Ohio 43235
ATTN: Kathryn Moorman

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- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent. Notwithstanding the foregoing, EDUCATIONAL INSTITUTION shall be entitled to immediately cancel this Agreement in the event that MAXIM is unable to provide Personnel. Should EDUCATIONAL INSTITUTION choose not to cancel this Agreement, EDUCATIONAL INSTITUTION will not be charged for any period of time in which Services are not provided.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations and as outlined and required by a particular student's IEP, IHP or 504 Plan. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, both parties reserves the right to notify the other party in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Ohio and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students or where this Agreement or the services provided under this Agreement may violate Ohio's ethics laws. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.1 Confidentiality.**

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A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except as required by law and/or pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent. In the event that EDUCATIONAL INSTITUTION receives a public records request regarding this Agreement or any information provided to it by MAXIM, EDUCATIONAL INSTITUTION shall notify MAXIM and MAXIM shall respond to EDUCATIONAL INSTITUTION within twenty-four (24) hours of notification and specify which information, if any, that MAXIM deems exempt from disclosure. Should MAXIM object to disclosure, it shall indemnify, defend, and hold harmless Educational Institution Indemnitees with respect to any loss suffered by Educational Institution Indemnitees as a result of Educational Institution Indemnitees withholding records that have been deemed exempt from disclosure by MAXIM.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein. Any request for a disclosure pursuant to a public records request will be addressed as set forth in Section 7.1(A) of this Agreement.

C. Student/Customer Information: Neither party nor its employees shall disclose any personally identifiable information, and/or financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), Ohio Revised Code Section 3319.321, and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, Ohio Revised Code Section 3319.321 and HITECH. In addition, if necessary, the parties agree to resist any

effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

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Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be electronically relayed, transmitted, or otherwise stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

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

On a motion by Mrs. Truex, seconded by Mr. Burrow, the Board approved Rachel Weinrich to deliver Orton-Gillingham specialized reading services at a rate of \$50.00 per hour, as determined by the students' IEP.

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

On a motion by Mr. Reeser, seconded by Mrs. Williams, the Board approved the cafeteria prices, as follows:

- Adult Breakfast - \$2.15
- Adult Lunch - \$4.50

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

On a motion by Mr. Reeser, seconded by Mrs. Truex, the Board recognized the statement attesting to the adoption of board policy po8500 that considers the requirements of Ohio Revised Code 3313.814 regarding nutritional compliance in the food service guidelines, as presented.

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

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On a motion by Mrs. Truex, seconded by Mr. Burrow, the Board approved the 2023-2024 School Calendar, as presented:

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

On a motion by Mrs. Truex, seconded by Mrs. Williams, the Board approved the revised Classified Handbook, as presented

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

On a motion by Mr. Burrow, seconded by Mr. Reeser, the Board approved the following service agreement for safety upgrades, as presented:

- CMS Fire Alarm Location modification

Scope of Work

Siemens will modify the fire alarm system programs off site. Then arrive on site during normal business hours, place the fire alarm system into test, add dialer and revised system programming and verify signals. NOTE: previously the AHJ had said permits would NOT be required for this work. Therefore no permits or related fees are included.

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the resolution for the following service agreement for safety upgrades, as presented:

- Siemens - Active Shooter Alert Fix

Mr. Tony Reeser introduced the following resolution and moved its passage:

DECLARING SINGLE SOURCE EXCEPTION AND AUTHORIZING CONTRACT FOR THE ACTIVE SHOOTER ALERT SYSTEM REPAIR PROJECT

The Superintendent recommends contracting with Siemens Industry, Inc. ("Siemens") for the Active Shooter Alert System Repair Project (the "Project") based upon the single source exception to competitive bidding.

Background:

1. The District has identified a need for repairs, alterations, and additions to its existing active shooter alarm systems located in its Elementary, Middle, and High Schools.
2. All existing active shooter alarm systems installed in the District are Siemens systems that can only be serviced and programmed by Siemens. As such, only Siemens can perform the Project, as the Project consists of repairs, alterations, and additions to these existing Siemens systems.
3. Section 3313.46 of the Ohio Revised Code provides an exception to competitive bidding when an item can only be acquired from a single source.
4. Similarly, Federal Uniform Guidance permits using noncompetitive procurement for sole source under 2 C.F.R. 200.320(c)(2) when federal funds are used on a project.
5. Federal grant funding is available to pay for a portion or all of the Project. Accordingly, the Superintendent recommends that the Board declare that the services and products required for the Project can only be obtained from a single source and that the Board waives competitive procurement pursuant to Ohio Revised Code Section 3313.46 and 2 C.F.R. § 200.320(c)(2).

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6. The Superintendent requests authority to negotiate an agreement with Siemens for the Project and to execute the agreement and any associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$55,421.00.
7. The Superintendent also requests authority for the Superintendent and the 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 approves noncompetitive procurement for the Project pursuant to Ohio Revised Code § 3313.46 and 2 C.F.R. § 200.320(c)(2) for single source, as the services and products required for the Project can only be provided by Siemens.
2. The Board authorizes the Superintendent to work with other administrators and legal counsel to negotiate an agreement with Siemens for the Project, and to execute the agreement and associated documents at the satisfactory conclusion of negotiations in an amount not to exceed \$55,421.00 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. Jeff Burrow seconded the motion and, after discussion, a roll call vote was taken and the resolution passed.

AYES: 5 NAYS: 0

Scope of Work

Place text here.

Active Shooter Alert System

Background

Circleville High, Middle and Elementary Schools currently have Yellow Pull Stations with cover over the unit, installed around at various locations in each school. If someone lifts the cover, a local audible will sound. These "pulls" are connected to each school's paging system. If the pull station is actuated, a message will play from the paging system. Currently, there is no way to determine which yellow pull was actuated at any of the three schools. It is our understanding that there was also to be a alarm signal be sent to the Monitoring center, so they will dispatch police. On recent tests, this did not happen. During a separate survey, technicians found 5 Yellow Pulls that were NOT wired.

We should also note, that during our walkthrough, it was mentioned that upon activation, the paging system is locked, until the device is reset.

In summary:

- The Yellow Pull Stations ("PULL") are not being monitored directly to a Security/Life Safety panel. They are just connected to a paging system, that appears to be connected to the Kantech Access Control system, that might be connected to the DSC MaxySys panel.
- If a Pull is triggered, there is no system in place to let first responders what location the device was activated BEFORE they arrive on site.
- There is no pulse check that devices are communicating to a panel.
- If the Yellow Pulls are triggered, it prevents any pages going out.

Solution

A solution to these concerns would be to add wireless transmitters to each existing Yellow Pull Station. The transmitters would be addressed and connected to a Monitored Security panel. If unit goes into an alarm, automatically send an alert to a monitoring center which will call/dispatch local Law Enforcement to the scene. In addition, the monitoring center technician can provide which classroom(s) the signal came from, thus decreasing the time it takes for police to arrive at the scene.

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Sequence of operation

1. A wireless transmitter will be installed to each of the single yellow pull stations is designed to protect against accidental activation.
2. If the pull is actuated, the transmitters will send a signal to a wireless/IP Gateway.
3. To help ensure no signal loss, there will be powered wireless repeaters; spaced approximately 150' apart in the building.
4. The Gateway will be connected to a Control Panel (1).
5. Upon signal activation the Control Panel will perform the following simultaneously:
 1. Send a signal to a 24/7 U.L. Listed Monitoring Center, which will contact the local Law Enforcement.
 2. Send a signal to the Keypad (3) located in key area of each:
 - School Office
 3. Fire a relay to be connected to paging system that will trigger a canned message.

Additional Points to note:

- The Control Panel will have a battery backup.
- The Gateway will have the capacity of storing messages for 150 transmitters for 30 days, reporting in at 15-minute intervals, or equivalent.
- The wireless transmitter is fully supervised and includes case tamper and battery. The device will check-in with the gateway every 3 minutes.

Siemens to perform the following:

- Provide and Install:
 - One (1) Bosch 9412 Control Panel, with enclosure and transformer.
 - Three (3) Bosch Keypads
 - High School
 - Middle School
 - District Office
 - One (1) Bosch Inovonics Wireless Interface Kit
 - One (1) Inovonics IP Gateway
 - Five (5) Inovonics High Power Repeater
 - Twenty (24) Wireless Transmitters to be connected existing Yellow Pull Stations.
- Installation of cabling from Control Panel to Keypad and Strobes.
- Programming & Testing with wireless devices into system.
- Testing signals and devices with 24/7 UL Monitoring Center.
- Training of system(s) with designated personnel from Circleville High, Middle and District Schools.

Siemens to perform the following:

- Provide and Install:
 - One (1) Bosch 9412 Control Panel, with enclosure and transformer.
 - One (1) Bosch Keypads
 - School Office
 - One (1) Bosch Inovonics Wireless Interface Kit
 - One (1) Inovonics IP Gateway
 - Three (3) Inovonics High Power Repeater
 - Wireless Transmitters for each existing Yellow Pullstation.
- Installation of cabling from Control Panel to Keypad
- Programming & Testing with wireless devices into system.
- Testing signals and devices with 24/7 UL Monitoring Center.
- Training of system(s) with designated personnel from Circleville Elementary School.

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

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On a motion by Mrs. Truex, seconded by Mr. Williams, the Board appointed Tony Reeser to serve on the Pickaway-Ross Joint Vocational Center Board of Education for a three-year term and approve the resolution as presented.

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

On a motion by Mrs. Truex, seconded by Mr. Reeser, the Board approved the Five Year Forecast, as presented:

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

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

Reports:

- Financial Reports - October 2022
- Warrants - October 2022

Requisitions Over \$10,000:

- PATHWAYS BEHAVIORAL HEALTH - for education & support of one special education student- \$20,000.00
- SIEMENS- Fire Alarm repairs and upgrades - \$14,975.00
- SIEMENS- Active Shooter Alarm repairs and upgrades - \$55,421.00
- MAXIM HEALTHCARE - nursing services for special needs student - \$20,000.00

After the Facts:

- HOBART - Cafeteria water softener repair - \$982.62
- THE COUNSELING SOURCE - counseling student - \$5,000.00
- OHIOHEALTH - physical therapy services - \$12,662.00
- RAY BURRIS (PRIME CHOICE PEST CONTROL) - pest control - \$139.00
- COLUMBUS BUILDING SERVICES - CES glycol leak - \$1,220.00
- CENTURY RESOURCES - choir fundraiser (additional products sold) - \$4,129.90

Donations:

- Bennett and Elizabeth Musselman – CHS FFA - \$150
- Brittany Wilbanks - Coats, Hats, Gloves for CES

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

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On a motion by Mr. Reeser, seconded by Mrs. Williams, the Board entered in to Executive session at 8:13 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, (e) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment and, (g) Specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

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

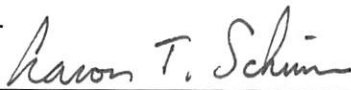
The Board returned to general session at 9:00 p.m.

On a motion by Mrs. Williams, seconded by Mr. Burrow, the Board voted to adjourn the meeting at 9:01 p.m.

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



President

ATTEST 

Treasurer