

BOARD OF EDUCATION REGULAR MEETING

December 15, 2021

The Board of Education met in regular session on December 15, 2021, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 6:00 p.m. President Tony Reeser called the meeting to order.

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

Public Participation

- Debra Eblin – addressed the Board regard threats made to her granddaughter, a CCS Student

Presentations

- Kim Miller-Smith, OSBA
- Senior Student Achievement Consultant, Central Region Manger
- Recognition of outgoing Board Members Mrs. Rothe and Mr. Stevens

Legislative Report – Patty Rothe

Superintendent's Report – Dr. Kimberly Halley

- Academic All Mid-State League Athletes – 38
- Ohio State Tests third grade reading results – fall 2021

Treasurer's Report – Kristen Rhoads

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the agenda be approved, as presented.

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

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

- November 3, 2021, Special Meeting, as presented
- November 17, 2021, Regular Meeting, as presented

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

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

2021-2022 School Year

Substitute Assignment: Classified:

- Benjamin Weisenberger Bus Driver
Retroactive: December 7, 2021
- Robert Arthur Custodian
Retroactive: December 7, 2021
- Alissa Wickline Educational Aide

Athletics:

- Diane Bond 7th Grade Cheerleading (2/3 stipend)
Years of Experience: 0
- Steve Evans Weight Room Supplemental
- Steven Kalinoski Weight Room Supplemental
- Cody Carpenter Weight Room Supplemental
- Evan Debo Game Announcer
Classified Rate: \$12.00 per hour
- Rachel Pennington CMS Golf Head Golf
Superintendent Approved - 3rd Position

Athletic Corrections: (from November 17, 2021)

- Conrad Rosch CHS Wrestling Assistant
Years of Experience: from 0 to 5
- Robert "Josh" Rodich CHS Boys Basketball Varsity Assistant
Years of Experience: from 0 to 15

Classified:

- Darla Cryder Educational Aide - CES
182 day Calendar
Effective: January 5, 2022
Hourly Rate: \$15.33

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- Jerry Mogan
Grounds Manager/ Facilities Support
260 day Calendar
Effective: January 1, 2022
Hourly Rate: \$32.00

Classified Corrections: (from November 17, 2021)

- Shannon Foggin
Educational Aide - CES
Change in rate of pay- \$17.50 per hour
Retroactive: November 1, 2021

Resignation:

- Evan Debo
Director of Communications
Effective: December 31, 2021
- Jerry Mogan
Director of Transportation
Effective: December 31, 2021

Correction: (from November 17, 2021)

- Charles (Butch) Hughes
From Resignation to Retirement:
Teacher CHS - Industrial Technology
Effective: May 31, 2022

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board recommended, Jeff Burrow, who will be a Board member in January, to serve as president pro tem to call the organizational meeting to order and preside over the election of officers.

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

On a motion by Mr. Reeser, seconded by Mr. Wagner the Board set the organizational meeting and the regular meeting, which will include the approval of the alternative tax budget of the Board of Education be held on Monday, January 10, 2022 at 6:00 p.m., in the Circleville City Schools Alumni Room.

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

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On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the following overnight trip, as presented:

- 7th grade overnight trip to camp Oty'Okwa on March 14-16, 2022

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the naming rights agreement with Horizon Telecom, Inc. for the CHS Gymnasium, as presented:

This Naming Rights Agreement ("Agreement") is entered into by and between the Circleville City School District Board of Education ("the District") and Horizon Telecom, Inc. ("Donor"). The terms of this Agreement are as follows:

I. Term: The Term of this Agreement shall be for a period of fifteen (15) academic school years. The Term shall begin on the day the District approves this agreement with said donor. (November 17, 2021 through June 30, 2037) Any failure by Donor to utilize any Additional Amenities available to it under this Agreement shall not operate to extend or suspend the Term of this Agreement in any way.

II. Component/Location Name: During the Term of this Agreement, District agrees to name the following component/location after Donor:

CHS Gymnasium (380 Clark Drive, Circleville, Ohio 43113)

CHS Gymnasium shall be named The Horizon Gymnasium for a period of fifteen (15) academic school years.

Donor's naming rights under this Agreement shall not be transferred or assigned to another individual or entity without the prior written consent of the District during this term.

III. Additional Amenities: In addition to the opportunity to have a component/location named after Donor, Donor shall also be entitled to receive the following amenities during the term of this Agreement.

A. Advertisements: During the Term of this Agreement, Donor shall:

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- (1) Create and Install Gymnasium logo cooperatively with Horizon Representative to be installed at gym floor entrances as well as the wall inside the gym.
- (2) Scoreboard sponsor on Small Scoreboard in CHS Gym.
- (3) Have the opportunity to place an advertisement on the Football Stadium Video Board;
- (4) Have the opportunity to place an advertisement on the gymnasium Video Board.
- (5) Have the opportunity to place one (1) sign, at the CHS Athletic Complex fence.
- (6) Receive recognition on the Athletic website.
(CirclevilleAthletics.com)
- (7) Receive a social media mention by logo added to social media graphics.
- (8) Announcement script provided by the "Donor" for Basketball home games. Must be approved by the Athletic Director and sent with at least 48 hours advance to a home contest.
- (9) Have the opportunity to set up a table at up to ten (10) Athletic Events per school year. (Not limited to the Gymnasium) Must give the Athletic Director a 24 hour notice.
- (10) Have the opportunity to supply branded marketing materials/ giveaways at home athletic contests (Branded materials to be distributed may be, but not limited to the following: team schedule magnets, popcorn bags, t-shirts, etc).

Any content or messaging a Donor wishes to place in an advertisement and/or sign must be submitted to the District by July 1st of each year. All advertisements and signs must be pre-approved by the District prior to placement. In the event a Donor's advertisement and/or sign is not approved by the District, the Donor shall be notified of the District's decision. The Donor shall have up to fifteen (15) business days to provide the District with alternative content for the advertisement and/or sign it wishes to place. If the Donor fails to provide the District with alternative content for the advertisement and/or sign it wishes to place within fifteen (15) business days, Donor forfeits its right to place an advertisement and/or sign for the school year.

B. Athletic Tickets: During the Term of this Agreement, Donor may request up to four (4) adult or student all-sport season passes to the District's athletic events for fifteen (15) years.

IV. Fee: In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay the District a sum of \$150,000 (one hundred fifty thousand dollars). All payments made pursuant to this Agreement, beginning with the first payment Donor makes to the District, shall be non-refundable. The payments shall be made payable to the Circleville City School District. All future payments of \$833.34 shall be made to the Circleville City School District on or before the 15th day of every month of this agreement for 180 consecutive months or until such time when there is no remaining balance.

- a. **First Payment:** The first payment shall be January 15, 2022 in the amount of \$833.34.
- b. **Last Payment:** The last installment of \$833.34 will be paid on January 15, 2037

**At any time, during the duration of this agreement, the Donor has the option to pay off the remaining balance prior to the end of the term.*

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V. Consideration: Donor acknowledges and agrees that its acceptance of either the rights afforded it with respect to the Component/Location Name and/or Additional Amenity set forth in this Agreement represents sufficient consideration for payment of the Fee set forth in this Agreement.

Donor further agrees that upon acceptance of either the rights afforded it with respect to the Component Location Name and/or any Additional Amenity set forth in this Agreement for any period of time, it would be unjustly enriched by receiving a refund of any portion of the Fee paid to the District.

VI. Cessation of Athletic/Academic Activities: Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation as a result of any cessation of a sponsored athletic and/or academic activity to which this Agreement applies.

VII. Likeness: Donor acknowledges and agrees that the rights granted pursuant to this Agreement do not include the right to use the name or likeness of the District without its expressed written consent. This is to include its employees, and/or students in connection with any promotion of Donor or its service.

VIII. Force Majeure: If the Component/Location is damaged by fire, earthquake, act of God, the elements or other casualty or is otherwise rendered unusable for its intended purpose at any time during the Term of this Agreement, any remaining obligation of either party under this Agreement shall be suspended until such time as the Component/Location may be repaired. In the event the Component/Location cannot be repaired, any remaining obligations under this Agreement shall terminate.

In the event the District decides, in its sole discretion, to rebuild the Component/Location following a fire, earthquake, act of God, the elements or other casualty or as a result of it being rendered unusable for its intended purpose, any remaining Term of this Agreement shall continue in full force and effect beginning on the date on which the new Component/Location is complete.

Neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party, including but not limited to strikes, federal, state, or local government action or inaction, or any other act or condition beyond its reasonable control, other than such party's inability to perform its payment obligations.

IX. Indemnity: Donor agrees to indemnify, defend and hold the District harmless from any and all claims, costs, expenses, damages and litigation, including attorney's fees, resulting from any copyright, trademark or similar claims during the Term of this Agreement. Upon the termination of this Agreement for any reason, this section shall survive with respect to any claims, costs, expenses, damages and litigation, including attorney's fees, resulting from any copyright, trademark or similar claims that arose during the term of this Agreement.

X. Removal of Name/Cancellation of Agreement: During the term of this Agreement, should Donor take any action, that in the reasonable opinion of the District, brings dishonor and/or disrepute to the Donor and/or the District, the District may cancel this Agreement at its discretion. Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation in the event this Agreement is terminated pursuant to this section.

XI. Assignment: As set forth in Section II, Donor's naming rights under this Agreement shall not be transferred or assigned to another individual or entity without the prior written consent of the District.

XII. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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XIII. Entire Agreement: This Agreement constitutes the entire agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto. No prior verbal or written agreement shall survive the execution of this Agreement. Any alteration or modification to this Agreement shall be set forth in writing and shall be signed by both parties.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – no; Mr. Stevens - yes

On a motion by Mr. Stevens, seconded by Mr. Burrow, the Board approved the following Services Agreements, as presented:

- Transfinder - pupil transportation routing program

Online Training	6	Included	
<ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	Months		
Transfinder University Livestream	3	\$5,250	
<ul style="list-style-type: none"> Routing System Proficiency Course 2 days of online training in a Routefinder PLUS training dataset Routefinder PLUS Certification provided upon successful completion of the class proficiency exam Class hours 8:30 am-5:00 pm Eastern Daylight Time 			
Professional Services - Route Implementation Services	48	\$6,800	
<ul style="list-style-type: none"> See Attachment A for full Statement of Work Transfinder Staff will input current regular education bus runs using route sheets and data provided by customer Transfinder Staff will work with district staff to verify route sheet accuracy Transfinder Staff will process student data geocoding and map editing to support the initial route input 			
Technical Support & Software Updates		Included	Included
<ul style="list-style-type: none"> Unlimited Online Technical Support Software updates and upgrades Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library 			
Implementation, Training, and Professional Services Pricing		\$12,050	
TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL SERVICES AND HOSTING SERVICES TOTAL		\$25,735	\$6,750
INITIAL SYSTEM COST:		\$25,735	
<div style="text-align: center;"> <input type="checkbox"/> _____ x Initial here </div>			
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:		Included	\$6,750
<div style="text-align: center;"> <input type="checkbox"/> _____ x Initial here </div> <p>This fee is due upon the anniversary date of the initial software activation.</p>			

after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

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Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity - Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Circleville City School District.

conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

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- Once bus runs are delivered, CCSD will review thoroughly and provide timely feedback. If no feedback is provided within 60 days, Transfinder will assume that bus runs are accepted as is.

Schedule

All dates will be determined based on signed contract date.

Task	Start Date
CCSD signs contract with Transfinder	December 17, 2021
CCSD delivers AM route sheets, student data and other necessary data	January 3, 2022
Transfinder will install data environment in THIN and TPS begins building of routes	January 14, 2022
TPS builds up to 48 AM bus runs from route sheets	February 18, 2022
TPS delivers AM bus runs to CCSD	February 21, 2022
CCSD reviews bus runs and accepts project completion	Two weeks after delivery
CCSD continues to train on usage of Routefinder Plus for maintaining the routes going forward.	February 2022 Onward

Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price
Transfinder Professional Services routing fees:	\$6,800.00
COST TO CLIENT	\$6,800.00

- **Facilities use agreement - Circleville City Schools & YMCA**

This use of facilities agreement is between the YMCA of Central Ohio and the Circleville City School District, hereinafter respectively called the YMCA and the user. The agreement provides for pool rental for High School Swim Team according to the attached schedule for November 1 to February 17.

In lieu of a cash payment, the YMCA of Central Ohio agrees to an exchange of services with the school district. Our quote (based on the attached schedule) totals \$3,300, with a rate of \$22 per lane per hour of pool usage for team practices for the season. On Oct. 27, the district quoted charging a fee of \$4,845 for our YMCA Creative Arts Center (CAC) to have access to the high school auditorium, band room and cafeteria to host its January recital. It would cost an additional \$4,845 for the CAC to have its April recital at that location. The school district hereby agrees to waive its fees for space at the school if the YMCA of Central Ohio agrees to waive its fees for pool rental.

IN CONSIDERATION of being permitted to use the Pickaway County Family YMCA pool and locker room facilities of the YMCA for Circleville High School Swim Team the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

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

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releases or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releases.
3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases.

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

IT IS FURTHER MUTUALLY AGREED between the parties that:

- a. The user shall not violate any city, county, or state law in or about the said premises.
- b. The user shall not assign this agreement without written consent of the YMCA.
- c. The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- d. The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation.
- e. All practice and meet times must be attached to this agreement prior to signing. Any changes thereafter must be agreed to in writing.
- f. This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- g. This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that that party drafted the language in question.
- h. The user shall return all rented timing equipment in good working condition. If the equipment is damaged while in the user's possession, the user will be responsible for the cost of the repair, up to the current value of the timing equipment.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

COVID-19 Group Rental Protocols

Addendum to Facility Use Agreement

To mitigate the risk of COVID-19 exposure, the YMCA of Central Ohio is requiring the following protocols to be followed by all rental groups while on site:

- User will screen all participants for symptoms of COVID-19 and exposure to COVID-19 prior to the event. Rental group will ensure that no participants who have been exposed to COVID-19 within 14 days of the event or are experiencing symptoms of COVID-19 are permitted to enter the facility or access the premises.
 - Symptoms may include: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell
- User will enforce social distancing practices to ensure that a distance of at least six feet is maintained between all participants. Social distancing is not required to be maintained between members of the same household.
- Gatherings are limited to the maximum number of participants set out in any generally applicable Order of the Governor or public health department or any order specifically applicable to the industry or business of the rental group.
- User will ensure that all participants wear masks or other appropriate face coverings during staff-led programs, when congregating in common areas or indoor facilities, and when socializing with others who do not reside within their household.
- User will ensure that all participants wash or otherwise sanitize their hands before and after participating in any programs.
- In the event that an individual in the group presents with symptoms, User will arrange for quick isolation of the individual and arrange for their exit from the program; initiate contact tracing; and notify YMCA staff.

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User hereby agrees to and acknowledges the following:

- User is responsible and liable for the behavior of all participants.
- User will ensure that all participants observe and act in accordance with all applicable regulations, protocols, and procedures set forth by the YMCA of Central Ohio in addition to all federal, state and local laws and regulations.
- User agrees to INDEMNIFY and HOLD HARMLESS the YMCA of Central Ohio from and against any and all losses, liabilities, damages or costs, including court costs and reasonable attorneys' fees that it may incur in relation to any claims, suits, demands, or causes of action related to any exposure to or infection with COVID-19 alleged to have occurred during User and all participants' use of YMCA facilities and premises, whether alleged to have been caused by the negligence of the YMCA or otherwise.
- User expressly agrees that the YMCA of Central Ohio is not liable to User, its officers, directors, employees, volunteers, agents, representatives, invitees and participants for any damages alleged to have been caused by the exposure to or infection with COVID-19 while using YMCA facilities or premises or while participating in YMCA programs, whether alleged to have been caused by the negligence of the YMCA of Central Ohio or otherwise.

- **Graduation Alliance - Dropout Recovery/Student Engagement Program**

A. Purpose.

It shall be the purpose of this Scope of Work (the "Agreement") to provide regular and vocational education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Student Reengagement Program (hereinafter referred to as Program) operated by Graduation Alliance.

B. Duration of Scope of Work.

This Agreement is effective from the date of Customer signature on this Agreement (the "Effective Date") and expires on the August 31st following the one-year anniversary of the Effective Date. This Agreement automatically renews for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason.

C. Eligibility.

1. Youth are eligible for reengagement programming when they meet the following criteria:

- a) Individuals under the age of 22 who reside in a participating District, as defined in Ohio Rev. Code §3313.64, and who have not yet met high school graduation requirements are eligible for re-engagement programming.
- b) Once determined eligible for re-engagement programming, a student, including a student who has earned a General Education Diploma (GED), will remain eligible, regardless of breaks in enrollment, until the student reaches the age of 22 or earns a high school diploma.

2. Once determined eligible for reengagement programming, a student will retain eligibility, regardless of breaks in enrollment, until the student does one of the following:

- a) Earns a high school diploma. NOTE: Students who earn their General Educational Development (GED) retain their eligibility and may continue to participate in the Program.
- b) Becomes ineligible because of age.

D. Program Administration.

Graduation Alliance shall develop and deliver to District a Policy and Operations manual detailing the expectations for students, the instructional model, attendance policy, student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by District's Board or other governing entity in advance of the start of the School Year as needed.

E. Web Portal Configuration.

Graduation Alliance will provide District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of students in the program as a whole as well as for individual students. The Portal also includes records of courses students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that students have met District's graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including student activity and progress.

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J. Online Tutoring

Graduation Alliance will provide unlimited access to online tutoring to students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our student learning environment. Graduation Alliance reserves the right to limit or revoke access if a student's use is considered excessive in any two consecutive months or if student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

K. Recruiting Services

1. Graduation Alliance provides student Recruiting Services for this Program, including the establishment of a student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective students to join the Programs offered.
2. On the Effective Date of this Agreement, District shall provide contact information (including but not limited to: child name, last known address, all contact phone numbers on file, State and District ID number, race, ethnicity, date of birth, grade level, cohort year, withdrawal date, withdrawal code, previous school(s) attended, free/reduced price lunch eligibility, IEP/504 information (if applicable), parent/guardian names, email addresses or other contact information on file in school records) of children who are eligible and pre-approved to enroll in the Program. Graduation Alliance will initiate contact to the students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual shall provide names and contact information of newly eligible students to Graduation Alliance as soon as the students become eligible, and in no event less frequently than quarterly.
3. Graduation Alliance may recruit prospective students who are not District referrals, however Graduation Alliance shall not enroll any students who are not District referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by District.
4. Recruiters shall be employees or contracted service providers of Graduation Alliance. Recruiters shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check prior to any interaction with students enrolled in any Program.

L. Local Advocacy and Student Support

Graduation Alliance will be responsible for the provision of local advocacy services to all enrolled students in accordance with the following:

1. Local Advocates will be assigned to the Program to provide accessible, consistent support to students, as well as academic advising, career guidance information, employment assistance or referrals, and referrals to local community support agencies.
2. Program staff will be available to meet with each student weekly to discuss and mitigate barriers to success in the program.
3. The Program will maintain a local advocacy staff to student ratio not to exceed 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis throughout the school year.

M. Hardware and Internet Connectivity

1. If requested by the student, Graduation Alliance will provide laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified students' use during the period students are enrolled in the Program. Laptops will be released to students after a Financial Responsibility Form has been signed by the student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the student leaves, removed from or no longer eligible to participate in the Program. Failure to return the laptop may also result in the students' official records and credits earned while in the Program being placed on hold until the obligation is satisfied.
2. Graduation Alliance will provide internet capability based upon commercially-available services offered in District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either

U. Funding and Reimbursement.

1. The Program standard reimbursement rate from District to Graduation Alliance for those students achieving the criteria defined in Section T.1 above are as follows:
 - a. 1 to 14 students: \$550 per month per student
 - b. 15 to 39 students: \$500 per month per student
 - c. 40 to 99 students: \$450 per month per student
 - d. 100 or more student: \$400 per month per student
2. District shall remit payment within fifteen (15) days of the receipt of an invoice.
3. Graduation Alliance will not charge District for any student who does not meet the requirements specified in Section T.1 above.

V. Termination.

If District chooses not to renew this Agreement per Section B above, and students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, District shall be responsible for the following:

1. Offering a substantially similar program to active students.
2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
3. Transferring active students to the substantially similar program.
4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of District's intention not to renew this Agreement.
5. If District cannot secure signed Transfer Consents for any active student within the 30 day period, this Agreement remains in full force and effect for that active student and District agrees to delay its intention to not renew until terms in this Section V are met for all active students.

BOARD OF EDUCATION REGULAR MEETING

December 15, 2021

W. Required Documentation and Reporting.

1. Student Documentation:

- a) Graduation Alliance shall maintain student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
- b) Graduation Alliance shall, on behalf of District, request school records for each student from the last school they attended.
- c) Graduation Alliance shall maintain documentation of case management, student assessment, basic skills gains, monthly progress evaluations, and award of credit.
- d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of student records.
- e) Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).

2. Reporting of Student Data:

- a) District will ensure that all required Program student information is reported in the student information system; and in accordance with District and state standard procedures.
- b) District will work with Graduation Alliance to determine whether District or the Program staff will be responsible for performing required data entry following the state's standard procedures for all Reengagement Programs.
- c) If the Program is responsible for data entry, District will provide access to the student information system, as well as, training and technical assistance.
- d) If District is responsible for data entry, District will define the data elements the Program must provide for each student, as well as, the format and required reporting dates for the submission of data.

- Penn Foster - Rise Up ODE's Industry Recognized Credentialing Program
- Floor Care Concepts - CHS Gymnasium Floor Design

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

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

Reports:

- Financial Reports - November 2021
- Warrants - November 2021

Amended Appropriations and Amended Certificate of Estimated Resources

Requisitions Over \$10,000:

- BUREAU OF WORKERS COMPENSATION - annual premium - \$68,854.00 (001)
- OHIOHEALTH - nursing services (November - May) - \$42,000.00 (507)
- VALLEY WHOLESALE FOODS - food/supplies (January - March) - \$20,000.00 (006)
- GORDON FOOD SERVICE - food/supplies (January - March) - \$153,000.00 (006)
- UNITED DAIRY INC - food products (January - March) - \$25,000.00 (006)
- TRANSFINDER - transportation software - (December 17, 2021 - December 16, 2023) - \$39,285.00 (001)
- GRADUATION ALLIANCE - dropout recovery/student engagement program - \$33,000.00 (001)
- PENN FOSTER - credential program - \$11,793.49 (001)
- FLOOR CARE CONCEPTS - CHS gym floor correction - \$29,995.00 (001)

BOARD OF EDUCATION REGULAR MEETING

December 15, 2021

After the Facts:

- SOCCER PLUS - boys' soccer supplies - \$416.65
- OHIOHEALTH - nursing services (August - October) - \$24,922.50 (001)
- THOMPSON REFRIGERATION - preventative maintenance - \$2,650.00
- SIEMENS - troubleshooting fire panel at CMS - \$713.24
- KAYLA THEIS - transporting musical sets - \$176.04
- DRUG FREE CLUBS OF AMERICA - SY22 student membership - \$8,084.00
- CHAD GALLOWAY (LAWNAPPS) - lawn treatment - \$440.80
- WILSON PLUMBING - plumbing parts - \$23.90
- JANET WASTIER - concession items - \$300.00
- MELVIN STONE - gravel - \$783.67

Donations:

- Center Point Church - (Austin Ankrom) - Thanksgiving Dinners for 50 CCS families

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

- CHS Musical - Budget Revision


Board President's Comments:

- Facilities Committee update

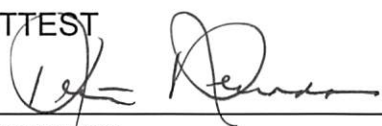
Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

On a motion by Mr. Burrow, seconded by Mr. Stevens, the Board voted to adjourn the meeting at 7:06 p.m.

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



President

ATTEST


Treasurer