

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

The Board of Education met in regular session on January 8, 2020, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:17 p.m. President Tony Reeser called the meeting to order.

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

Mr. Reeser presented his legislative report.

Superintendent, Jonathan Davis, gave his report to the Board.

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

On a motion by Mrs. Tipping, seconded by Mr. Reeser, the Board approved the December 11, 2019 minutes, as presented:

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

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

- Timothy McGreevy Substitute Custodian

- Terri Lambert Substitute Tutor for Extra Mile
Rate: \$28:00 per hour
(paid by 21st CCLC Grant funds)

Athletics:

- Brian Lennex CHS Head Girls Track
Years of Experience: 7

- Dick Walters CHS Boys Head Track
Years of Experience: 15+

- Paul Brisker CHS Assistant Track
Years of Experience: 15+

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

- Samantha Gundrum
CHS Assistant Track
Years of Experience: 1
- William Search
CMS Head Girls Track
Years of Experience: 11
- Cody Jordan
CMS Head Boys Track
Years of Experience: 1
- Nicholas Hamman
CMS Assistant Track
Years of Experience: 8
- Travis Gray
CHS Assistant Baseball
Years of Experience: 9
- Evan Whitten
CHS Reserve Baseball
Years of Experience: 3
- Jada Truex
CHS Assistant Softball
Years of Experience: 4
- Sarah Cydrus
CHS Reserve Softball (split)
Years of Experience: 0
- Abigail Fuhrmann
CHS Reserve Softball (split)
Years of Experience: 0
- Shannon Manson
CMS Head 7th Grade Baseball
Years of Experience: 2
- Millard Good Jr.
CMS Head 7th Grade Softball
Years of Experience: 15+
- Bobby Lombardo
CMS Head 8th Grade Softball
Years of Experience: 1
- Brock Foster
CMS Head 8th Grade Baseball
Years of Experience: 0

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

Athletic Volunteers:

- David Burroughs CHS Assistant Baseball Volunteer

- Trace Hacquard CMS 7th Grade Softball Volunteer

- Joe Lombardo CMS 8th Grade Softball Volunteer

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

On a motion by Mrs. Tipping, seconded by Mr. Burrow, the Board approved the request for unpaid leave, as presented

- John Raymond - February 20 & 21, 2020
- Darla Cryder - February 20 & 21, 2020

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

On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the overnight trip to OSU Stone Lab on April 23 & 24, 2020, for 15 sophomores, chaperoned by CHS science teachers Matt Fosnaugh and Gwen Minor, as presented.

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

On a motion by Mrs. Tipping, seconded by Mr. Burrow, the Board approved the first semester bullying reports as submitted.

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

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the following Service agreement for a student with special needs, as presented.

- St. Vincent Prep Academy - for educational, therapeutic, and related services for the remainder of the 2019-2020 school year.

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on the 9th day of August 2019, between Circleville City Schools (the "District"), an Ohio Public School District, under Chapter 3311 of the Ohio Revised Code, and St. Vincent Prep Academy ("SVPA"), a chartered nonpublic school and Ohio nonprofit corporation, with offices at 1490 East Main Street, Columbus, Ohio 43205 (the "Parties").

BACKGROUND

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

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

WHEREAS, SVPA is a chartered nonpublic school approved by the Ohio Department of Education to provide curriculum and instruction to students in grades K-5 as well as an accredited mental health service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements; and

WHEREAS, this Agreement permits the District to place individual students in SVPA's programs, on an as needed basis during the 2019-2020 school year;

THE PARTIES AGREE AS FOLLOWS:

- 1. SVPA Programming.** The District agrees to place students, based on the individual students' needs and the students' Individual Education Placement ("IEP") team determination, in SVPA's School-Age Day Treatment Program. SVPA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. SVPA's program features a 1:4 staff to student ratio, an emphasis on social skills, emotional development and behavior management. This program is appropriate for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment. SVPA services include educational and therapeutic services, a licensed special education teacher and adaptive behavioral specialist (ABS) in the room, daily group therapy, and weekly family therapy. SVPA will adhere to and implement student's IEPs, except as specified in Paragraph 2.
- 2. Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. SVPA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at SVPA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students. This does not include related services that may be on students' IEPs but are services that SVPA provides to students as part of this Agreement (e.g., those related to mental health or social skills development).
- 3. Term.** The term of this Agreement shall begin August 22, 2019 and will automatically expire and terminate May 28th, 2020.
- 4. Rates and Billing.**
 - A.** If a student qualifies for Ohio Medicaid behavioral health services, the District shall pay SVPA the per diem rate of \$150 for each school day the Student is enrolled by the District. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

- B. If a student does not qualify for Ohio Medicaid behavioral health services, the District shall pay SVPA the per diem rate of \$225 for each school day the Student is enrolled by the District under the same terms as outlined in Section 4(A) above.
- C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
- D. SVPA shall bill the District on a monthly basis and payments are due from the District within forty-five (45) days after the date on the invoice.

5. Termination of Student's Placement.

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

mitigated by SVPA's therapeutic approach, then the Parties will recommend a more appropriate educational placement or immediately terminate the student's placement at SVPA. A more appropriate placement may be in-home instruction provided by SVPA staff or another placement, as determined by the IEP team and the student's needs.

6. Education Records.

- A. SVPA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactorial evaluation team reports, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. SVPA shall provide such records within fourteen (14) calendar days of the request, or as otherwise required by law.
- C. Before placement at SVPA has begun, the District shall provide to SVPA documents or information regarding a student's violent or aggressive propensities.
- D. SVPA will maintain complete and accurate records of all services provided to students pursuant to this Agreement and shall prepare progress reports, as required, related to implementation of students' IEPs. SVPA will cooperate in the preparation and submission of any reports that may be required by the District. If restraint or seclusion is ever used with a student, SVPA shall report this to the District within one calendar day.

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

7. Background Checks and Teacher Licenses.

- A. SVPA represents and warrants that it has obtained criminal background checks for all SVPA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39, 3313.391, and 3319.392.
- B. SVPA represents and warrants that its teachers hold current licenses in the state of Ohio authorizing them to teach at a chartered nonpublic school. Special education services, as identified in the Student's IEP, will be provided by a teacher holding certification in special education, as would be required in a public school district.

8. Insurance. SVPA shall at all times during the Term of this Agreement, or any extension thereof, procure, maintain and keep in force general liability insurance for claims for personal injury, death, or property damage, occurring in connection with SVPA's implementation of this Agreement, with limits of not less than Two Million

Dollars (\$2,000,000.00) per occurrence for death or personal injury and not less than One Million Dollars (\$1,000,000.00) per occurrence in respect to property damage. Upon request, SVPA shall furnish the District with Certificates of Insurance.

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

10. Miscellaneous.

- A. **Merger.** This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. **Assignment.** SVPA shall not assign this Agreement without the written consent of the District.
- C. **Notices.** All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated SVPA email address.
- D. **Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.
- E. **Independent Contractor.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf. As an independent contractor, SVPA is responsible for all its employees or service providers, for any and all payroll taxes, withholding, salary, compensation, worker's compensation, unemployment compensation, and benefits including, but not limited to, any payments to the State Teachers Retirement System (STRS) or

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

School Employees Retirement System (SERS) that may be due by reason of this Agreement.

- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.
- K. Transportation. The District is responsible for transportation arrangements and costs of students to and from SVPA. For continuity of care SVPA offers year-round treatment, so District is also responsible for transportation arrangements and costs during winter and spring breaks.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the resolution in opposition of the state of Ohio EdCHOICE Scholarship Voucher Program, as presented

RESOLUTION OPPOSING THE STATE OF OHIO EdCHOICE SCHOLARSHIP (VOUCHER) PROGRAM

WHEREAS, the Ohio legislature has recently made amendments which greatly increase the number and availability of vouchers for students to attend private/parochial schools at public tax expense, and

WHEREAS, such vouchers will be available to numerous families and students who have never attended Circleville or any other public schools and for whom state funding has never been provided to Circleville or any other public schools, and

WHEREAS, Circleville's state funding will be unjustly decreased by the amount of the vouchers provided to such families and students who have not and will not attend public schools and others who transfer to private/parochial schools, and

WHEREAS, the estimated loss of revenue to the Circleville City School District over the next four (4) years could devastate the District's finances, and

WHEREAS, private/parochial schools accepting students with public tax vouchers would not be required to accept all students but would be permitted to retain their selective admission policies without enforcement of other laws applicable to public schools, and

WHEREAS, private/parochial school students are not subject to the testing standards required of public school students so that the actual performance of private/parochial schools

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

subsidized with public tax dollars will not be known, relative to equivalent public school evaluation standards, and

WHEREAS, this Board believes that the EdChoice voucher program as it currently exists presents serious constitutional issues regarding the separation of church and state and the funding of religious institutions with public tax dollars, and

WHEREAS, the State of Ohio has the constitutional responsibility to secure a thorough and efficient system of common schools, and

WHEREAS, the EdChoice voucher program will have exactly the opposite effect by providing funding to private/parochial schools at the expense and to the detriment of public schools and their students.

NOW, THEREFORE, BE IT RESOLVED by this Circleville City School District Board of Education that this Board reaffirms its commitment to free accessible public schools which are adequately and equitably funded to guarantee a comparable education for ALL children and therefore opposes and respectfully requests the repeal of the ill-conceived EdChoice voucher program of the State of Ohio.

BE IT FURTHER RESOLVED that this Board opposes any funding programs, vouchers or otherwise, that have the effect of diverting public tax dollars from public schools to private/parochial schools.

BE IT FURTHER RESOLVED that the Treasurer is hereby authorized and directed to forward copies of this Resolution to all Ohio state legislators, the Superintendent of Public Instruction and Governor of the State of Ohio.

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

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the Board approved the Field Service Agreement with Columbus State Community College, as presented

Purpose Statement

This Agreement is between Columbus State Community College (College), 550 East Spring Street Columbus, Ohio 43215 and Circleville City Schools (Facility) with its principal address as 388 Clark Street, Circleville, Ohio 43113.

College has established Dietetic Technician Program (Program) certified and accredited by Accreditation Council for Education in Nutrition and Dietetics (ACEND) and desires a clinical educational experience for its students in which the students complete 450 unpaid hours at the externship site; and

Facility desires to provide a clinical facility for College's clinical education program and has the clinical setting and equipment needed for Program;

The parties in consideration of the terms and conditions set forth herein agree as follows:

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

1: Responsibilities of Facility

- 1.1 Facility will provide suitable clinical learning experience consistent with the Program's curriculum and objectives. Facility will provide to the extent possible classroom space and facilities, equipment and supplies needed for clinical instruction at Facility in accordance with College's academic calendar and inclement weather policies.
- 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience or serve as a liaison to the College as appropriate in the Program. If the Facility's employee is acting in the role of preceptor, he/she will provide timely feedback regarding student performance to the College faculty member responsible for the student. Facility shall ensure that an adequate number of its patients or clients are available to provide the College's students with meaningful clinical experiences. Program students do not replace Facility staff. Facility maintains responsibility for patient care.
- 1.3 Facility shall permit with reasonable advance notice of its request the inspection of its facilities and pertinent records by College and by agencies/parties responsible for College's accreditation of Program.
- 1.4 Facility will provide emergency care in case of illness or accident to any participating student, College faculty or staff in the same manner and to the same

extent as provided to its own employees. Facility is not responsible for costs. Students are responsible for all costs of emergency or medical treatment resulting from clinical experiences.

- 1.5 Facility shall maintain all certifications, accreditations and licenses appropriate for its business.
- 1.6 Facility may generate or otherwise be in possession of confidential educational records regarding the College's students. These records are protected by federal law including inter alia the Family Education and Privacy Rights Act ("FERPA") 20 U.S.C.A. § 1232g, as amended. Facility further agrees that it may not share or disclose student educational records with any party other than the College.

2: Responsibilities of College

- 2.1 College after consultation with Facility shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 College will provide and maintain records and reports necessary for conducting the students' clinical learning experience.
- 2.3 College will provide Facility with a timely announcement or description of the Program, curriculum and objectives to be achieved at Facility. College will provide advance notice of its academic calendar.
- 2.4 College affirms that it has drug-free workplace policies in effect, and that all faculty and staff are required to follow such policies, and prohibited from being under the influence of alcohol, drugs or an unlawfully controlled substance while working for the College.

3: Application of Facility's Rules & Procedures

- 3.1 College's students and faculty during clinical training at Facility will be under the supervision of Facility officials for training purposes. These persons will be subject to Facility's rules directly related to clinical training.
- 3.2 College will require students and faculty to comply with Facility's policies and procedures. These may include but are not limited to matters relating to conduct such as dress code, safety requirements and use and disclosure of individually identifiable information under HIPAA. Facility will provide College a copy of its applicable policies and procedures in advance of the start of the program.
- 3.3 Clinical students will be required to pass a criminal background check and drug screen as required by the Facility and by the College's Background and Drug Screening Guidelines.

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

4: Student & Faculty Status

- 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety, immunization and physical requirements; 4) current liability insurance; and 5) any additional required documentation. Its signature below represents the College's certification to the Facility that its participants in the Program have met each of the above criteria.
- 4.2 Solely for the purpose of HIPAA requirements, students and College faculty are defined as members of Facility's workforce as that term is defined by 45 CFR 160.103 for activities conducted pursuant to this Agreement. Students and faculty participating in the Program are not employees or agents of Facility while in these roles.

5: Student Removal

- 5.1 Facility may recommend to College the withdrawal of a Program student if: 1) the achievement, progress, adjustment or health of the student does not warrant continuation at Facility or 2) the behavior of the student fails to conform to the applicable regulations of Facility.
- 5.2 Facility reserves the right after timely consultation with College to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental to the proper administration of Facility.
- 5.3 College will withdraw a student from placement at Facility if after consultation with Facility personnel the Facility determines such action to be warranted.

6: Term and Termination

- 6.1 This Agreement shall be effective January 1, 2020 and end on January 1, 2022.
- 6.2 The College may renew this Agreement for successive two-year periods on the same terms and conditions by giving written notice to the Facility prior to expiration.
- 6.3 This Agreement may be terminated at any time by either party by giving one hundred twenty (120) days advance written notice. Students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility regardless of the termination notice.

7: Non-Discrimination and Anti-Harassment

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

- 7.1 Facility and College agree that neither will discriminate against any individual on the basis of sex, race, color, religion, national origin, ancestry, age, disability, genetic information (GINA), military status, sexual orientation, and gender identity and expression.
- 7.2 Facility and College agree to prohibit sexual misconduct in any form, which includes, but is not limited to, sexual harassment and sexual violence or other inappropriate behavior that is of a sexual nature, or based on sex, and is directed towards, or committed against employees, students, vendors, customers or persons participating in a College program or activity.
- 7.3 Facility agrees to comply with all non-discriminatory and anti-harassment laws to which College is subject. Matters related to non-discrimination and anti-harassment may be directed to EEO Title IX Coordinator, Columbus State Community College, 550 East Spring Street, Columbus, OH 43216.

8: Liability

- 8.1 The parties acknowledge and certify that each maintains liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, and or damage to property to the extent permitted by law. The Parties shall each assume liability for loss, costs, or damages resulting from the negligence attributable or resulting from the actions or omission of its employees, trustees, officers, suppliers or third parties, but shall not be liable for any loss, costs, or damages resulting from the negligence of the other Party. Nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 8.2 College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$ 1,000,000 per occurrence and \$ 3,000,000 aggregate through umbrella coverage. Both Facility and College shall provide proof of such coverage to the other party upon request.

9: Non-Assignment and Subcontracting

Facility shall not assign, transfer or sub contract for services to be performed under this Agreement without the written approval of College.

10: Entire Agreement: Modification

This Agreement including attachments preceptor guidelines constitutes the entire understanding between the parties. This Agreement may be modified only in writing signed by both parties.

11: Governing Law

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

This Agreement shall be governed by and construed under Ohio laws. Any litigation arising out of or relating to this Agreement shall be brought only in an appropriate court in the State of Ohio.

12: Representation of Authority

Each representative executing below warrants and represents that such representative has full authority to execute this Agreement on behalf of the party.

13: Notice

13.1 Any required notice shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email.

13.2 Notice shall be addressed to the following parties:
James Taylor, MBA, CEC, AAC
Chairperson, Sports and Exercise Studies and Hospitality Programs
550 East Spring Street, Mitchell Hall
Columbus, Ohio 43215

13.3 Notices shall be deemed given upon receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

14: Severability

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable said provisions shall be severed. The validity, legality and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fall of its essential purpose.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the annual dues to the Ohio School Board Association effective January 1, 2020 to December 31, 2020.

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board rescinded po7530.01 and continue the allowances as provided by previous board resolutions.

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

BOARD OF EDUCATION REGULAR MEETING

January 8, 2020

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

Reports:

- Financial Reports - December, 2019
- Warrants - December, 2019

Establishment of Fund:

- No Kid Hungry Kroger Grant - 019-9020

Requisitions Over \$5,000:

- ST. VINCENT PREP ACADEMY - educational, therapy and support services -\$21,375.00 (1-student)
- JACKSON TRANSPORTATION - transportation of special needs student - \$20,000.00
- MULTI-COUNTY JUVENILE DETENTION CENTER - for the education of incarcerated students - \$20,000.00
- OHIO SCHOOL BOARDS ASSOCIATION - 2020 membership dues - \$6,685.00
- BUREAU OF WORKERS' COMPENSATION - FY20 premiums - \$86,615.00
- CIRCLEVILLE CITY SCHOOL FOUNDATION - South Central Grant Fund - \$10,000.00

After the Facts:

- NORTHWEST EVALUATION ASSOC. - evaluation - \$1,150.25
- JANET WASTIER - reimbursement for concession supplies CMS Boys basketball - \$300.00

Student Activity Budget and Philosophy for the 2019 - 2020 School Year:

- CHS S.O.S. Club - budget revision
- CHS Class of 2021 - budget revision
- CMS NJHS - budget revision

Donations:

- Douglas & Mary Ellen Baker - CMS Principal's Fund (In Memory of Tom Palmer) - \$250.00
- Anonymous - CMS Principal's Fund (In Memory of Tom Palmer) - \$170.00
- Pumpkin Show - CMS Band - \$125.00
- Marsh Barnes - CMS Band (for beginning band program) - \$400.00
- Mark Cunningham - CHS Art Club - \$85.00
- Martha & David Truex - CCS (Fencing) - \$5,000.00
- Aggie Search - CMS Student Needs, Mittens and gloves

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


BOARD OF EDUCATION REGULAR MEETING
January 8, 2020

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the board voted to adjourn the meeting at 7:51 p.m.

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



President

ATTEST


Treasurer