

BOARD OF EDUCATION REGULAR MEETING

July 13, 2021

The Board of Education met in regular session on July 13, 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

Presentations -

- Board Focus Group--Diane Egbers, CEO/Founder Leadership Excelleration
- Student Enrollment Projection Study-- compiled by Future Think

Legislative Report – Patty Rothe

Superintendent's Report – Dr. Kimberly Halley

- Tiger Remote Learning (TRL)
- Preliminary results of Ohio State Tests- Spring 2021
- Hamman Family donation
- CDC Guidance for K-12 Schools- Released 07-09-21
- Invitation to Board Members

Treasurer's Report – Kristen Rhoads

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

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the Board approved the following minutes: June 23, 2021, Regular Meeting, as presented

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

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

2021-2022 School Year

Classified:

- Britni Krivak

CES Educational Aide
Rate per Classified Handbook

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- Victoria Lanman CMS Educational Aide
Rate per Classified Handbook
- Heather Daugherty CES Custodian - Effective July 1, 2021
Rate per Classified Handbook
- Mindy Picklesimer Assistant to the Treasurer
July 1, 2021 - June 30, 2024

Certified:

- Austin Manson Teacher - CHS Science
BA - Step 3
Pending completion of required documents
- Casey Lockard Teacher - CES 4th Grade
BA - Step 1

Athletics 2021 - 2022:

- Chad Spradlin Varsity Football Assistant Coach
Years of Experience: 10
- Tyler Cassidy CMS Football Head Coach
Years of Experience: 3
- Randy Brown CMS Football Assistant Coach
Years of Experience: 3
- Brian Bigam CMS Football Assistant Coach
Years of Experience: 5
- Jordan Armentrout Varsity Assistant Football
Volunteer
- Trent Patterson CHS Assistant Boys Golf
Volunteer
- Tara Whitten CHS Assistant Volleyball
Volunteer

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Resignation:

- Taylor Walters New Hope Nurse Aide – Axillary
Effective end of the 2020-2021
School Year

- Ramone Conley CHS Intervention Specialist
Effective end of the 2020-2021
School Year

- Sarah Cochenour CES Grade 4 Teacher
Effective end of the 2020-2021
School Year

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

On a motion by Mr. Stevens, seconded by Mr. Wagner, the Board approved the Administrator and Exempt Staff/HR Salary Schedule effective July 1, 2021, for FY22 - FY24, as presented:

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 following Student Services Agreements, as presented:

- Ohio Health Berger Hospital - Physical Therapy for students with special needs

**PHYSICAL THERAPY SERVICES
AGREEMENT**

This Physical Therapy Services Agreement (the "Agreement") is made and entered into by and between OhioHealth Berger Hospital, LLC. (hereinafter referred to as "Hospital") and Circleville City School District Board of Education (hereinafter referred to as "District").

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RECITALS

WHEREAS, District is a school district operating in the State of Ohio;

WHEREAS, District is a Medicaid School Program Provider as that term is defined at Ohio Administrative Code, Section 5160-35-02;

WHEREAS, District serves students who have an Individualized Education Program ("IEP")

WHEREAS District is in need of non-clinical physical therapy services pursuant to its students' IEPs.

WHEREAS, Hospital is qualified and willing to provide such services;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained in addition to other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1: DUTIES OF HOSPITAL

1.1. Physical Therapy Services. Hospital agrees to provide physical therapy services to meet the needs identified by the District's Special Needs Coordinator through the assignment of a licensed Physical Therapist ("Therapist") or a licensed Physical Therapy Assistant ("Assistant"). If the scheduled Therapist and/or Assistant providing services to the District on behalf of Hospital are absent, Hospital will provide a substitute.

1.2. Therapists and Assistants. Hospital shall ensure that its Therapists and Assistants provided to the District :

A. Abide by all District policies and procedures, as have been provided to Hospital prior to the provision of Services, including any applicable updates, including but not limited to provisions regarding student confidentiality under the Federal Education Rights and Privacy Act of 1974 ("FERPA"); and

B. Perform duties within their scope of practice for students as outlined and required by a student's Individualized Education Plan including but not limited to: evaluation (at 3 year required intervals to include standardized testing and scoring, clinical observation and interview, Evaluation Team Report (ETR), ETR meetings, providing Physical Therapy services, documenting progress toward IEP on behalf of District as a Medicaid School Program Provider via the Medicaid School Program Provider billing system and quarterly progress reports, and completing annual IEP requirements of updating IEP present levels, goals and objectives, and attending IEP meetings.

C. Display personal identification while on school property.

Therapists/Assistants must sign in upon entering the building and sign out when exiting.

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D. Provide physical therapy intervention and consultation to those students whose IEP requires it; and not provide to any other students, staff or visitors.

E. As requested and approved by the District, services may include peers in group or classroom based services to enhance gross motor support for all participating students.

1.3. Employee Background Checks. Hospital agrees to complete a Bureau of Criminal Investigation and Identification (BCII) and Federal Bureau of Investigation (FBI) background check on all employees assigned to provide services under this Agreement prior to the employee being allowed on school premises and prior to the provision of any services.

1.4. Materials. Hospital shall provide all medical supplies and physical therapy equipment necessary to perform services under this Agreement. Equipment to support students' educational needs will be provided by the district after consultation and recommendations from Hospital.

1.5. Documentation. Hospital will ensure all employees assigned to perform services for District under this Agreement are aware of District's standards and all required documentation is completed accurately. Daily service documentation will include date and start/stop times of therapy. Additional documentation may be required on a quarterly and annual basis or sooner if necessary to comply with the law.

1.6. Service Time Documentation. Employees assigned to provide services to District under this Agreement, will complete the required Medicaid documentation to reflect service time and treatment. District shall maintain its status as a Medicaid School Program Provider throughout the term of this Agreement. The parties to this Agreement understand and agree that Hospital's therapist is billing its services on behalf of District, in its capacity as a Medicaid School Program Provider.

1.7. Request for Change in Staff. Upon reasonable request and after exhausting reasonable efforts to modify behaviors deemed unacceptable by District, Hospital shall honor requests from District to change personnel sent to District for purposes of this Agreement.

1.8. Compliance with Board Policy. INTENTIONALLY LEFT BLANK

SECTION 2: DUTIES OF DISTRICT

2.1. Communication. District shall identify service needs and make arrangements for PT services through the Special Needs Coordinator. These service needs will be in writing and will include at a minimum the time and frequency requirements.

2.2. Training. District shall provide assistance as needed for the training of any Hospital employee assigned to perform services under this Agreement. Assistance shall include, but not be limited to, documentation requirements and any federal, state, or local laws and regulations related to the performance of this service.

2.3. Documentation/Records. District shall provide all required forms and online access to be used for documentation. District shall also provide a secure location for storage of

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online documentation between service dates. Location should limit unauthorized access but ensure Hospital employee assigned to provide service have reasonable access.

2.4. Documentation/Record Retention. District shall own and retain all student services related documentation created during the initial, and any subsequent terms, of this Agreement. The parties understand and agree that all services provided pursuant to this Agreement are non-clinical in nature and provided specifically pursuant to a student's IEP. As such, all records are protected pursuant to FERPA. District shall be responsible for knowing and following any and all federal, state, and/or local laws and regulations regarding retention periods and the appropriate form of disposal. Hospital employee(s) assigned to provide services under this Agreement will not retain, copy, or reproduce any FERPA protected documentation created under this Agreement, unless otherwise instructed to do so by and on behalf of the District.

2.5. Time Sheet Authorization. District agrees to provide a point of contact at each service location authorized to sign Hospital employee's service time reporting.

SECTION 3: COMPENSATION

3.1. District agrees to pay Hospital \$52.00 per hour of Physical Therapy services provided to the District. This rate will include all services required to meet related services requirements for Physical Therapy including direct IEP service time, documentation, service related meetings, new evaluations, and ETR's.

For the 2021-2022 School Year this is estimated at 39 billed hours per week to meet all requirements.

3.2. Hospital will bill District for services provided on a monthly basis and District shall remit payment to Hospital within 30 days of receipt of an invoice.

3.3. Hospital acknowledges and agrees that none of Hospital's employees providing services under this Agreement shall be considered employees of the District with respect to any federal, state or local laws. Hospital will be responsible and/or pay any wages, benefits, charges, fees and/or taxes including social security taxes, workers' compensation taxes, unemployment taxes, SERS, STRS, and/or any other governmental charges and/or taxes required to be paid on behalf of individuals providing therapy services to the District's

students under this Agreement.

SECTION 4: TERMS OF SERVICE AND TERMINATION

4.1. Term. The initial term of this Agreement shall commence as of August 16, 2021 and shall continue in full force and effect for one year. This Agreement shall automatically renew for additional one year terms thereafter.

4.2. Termination. Notwithstanding anything to the contrary contained herein, during the any term of this Agreement, Hospital or the District shall be entitled to terminate this Agreement with or without cause, at any time upon sixty (60) days written notice.

SECTION 5: MUTUAL OBLIGATIONS AND RESPONSIBILITIES

5.1. Compliance with Law. Both parties on behalf of themselves and their employees, agents, and representatives shall, at all times, provide services hereunder in accordance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, maintain all necessary and appropriate licenses. Parties on behalf of themselves and their employees, agents, and representatives shall likewise comply with all applicable licensure, accrediting and certification agency requirements and standards.

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5.2. Insurance. District shall maintain general liability insurance coverage for District, its employees, and authorized agents in the amount of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. District shall provide Hospital with written evidence of said insurance upon request. In turn, Hospital shall maintain professional liability and general liability insurance coverage for Hospital, employees, and authorized agents in the amount of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Hospital shall provide District with written evidence of said insurance upon request.

5.3. Confidential Information. To the extent any information provided to the District by Hospital is deemed by Hospital to be proprietary information, a trade secret, or otherwise exempt from disclosure under R.C. 149.43, Hospital requests that the District promptly notify it upon receipt of any request for disclosure, including a public records request, for information provided to the District by Hospital. Hospital shall respond to the District within seventy two (72) business hours of notification and specify which information is subject to disclosure and which information, if any, is deemed proprietary information, a trade- secret and exempt from disclosure.

5.4. Non-Discrimination. The parties agree that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, sexual orientation, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

The parties further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

5.5. Privacy. Hospital and District shall each preserve the privacy of student records and verbal/written information as required by the Family Educational Rights and Privacy Act, and other applicable laws.

5.6. Liability. Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement. No indemnification for any loss, claim, damage or liability is intended or provided by any party under this agreement. The terms of this section shall survive the expiration or termination of this Agreement.

SECTION 6: MISCELLANEOUS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements with respect to the matters provided herein.

6.2. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.3. Modifications. This Agreement may be amended at any time by mutual agreement of

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the parties, provided, however, that before any modification shall be operative or valid it shall have been reduced to writing and signed by both parties.

6.4. **Governing Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed, construed and enforced under an in accordance with the laws of the State of Ohio.

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

On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the lunch prices for the 2021-2022 school year, as presented:

- CES, CMS and CHS Student Breakfast and Lunch - no cost
- Staff Breakfast - \$2.00
- Staff Lunch - \$3.50

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

On a motion by Mr. Stevens, seconded by Mr. Reeser, the Board approved the following Contract Service Agreement, as presented:

- Custom Maintenance - preventative maintenance for transportation vehicles

This agreement is made by and between

Custom Maintenance	and	Circleville City School District
205 Island Rd.		388 Clark Dr.
P.O. Box 190		Circleville, OH 43113
Circleville, OH 43113		

1. **PURPOSE: The purpose of this agreement is for Custom Maintenance to provide preventative maintenance and vehicle repairs for Circleville City Schools fleet for the period beginning July 1, 2021 through June 30, 2022.**

1.1 Labor cost: \$90.00 per hour

1.2 Parts: to be billed as needed

Regular preventative maintenance (PM) shall be performed as specified by CCS. Said service shall be in accordance with manufacturer's service recommendations for the mileage interval of the vehicle including lube, oil and filter change, with safety inspection at each service. Custom Maintenance will notify CCS of any areas of concern that arise from inspection.

Repairs to vehicles and equipment will be scheduled and with turn-around time dependent upon the extent of repairs and availability of parts.

2. **Custom Maintenance shall furnish Circleville City Schools with invoices in a timely manner.**

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 Standing Authorizations, as presented:

- Authorize the Superintendent, Dr. Kimberly Halley, during periods when the Board is not in session, to make offers of employment directly to candidates for either teaching or non-teaching positions on behalf of this Board, subject to a subsequent vote of ratification by this Board; provided, however, that upon ratification by this, the employment shall be deemed effective as of the date and time of the employee's acceptance of the Superintendent's offer. Nothing in the resolution shall require the Board of Education to employ or continue to employ an individual who has not provided a criminal records check satisfactory to the Board or who has not satisfied any other prerequisite to employment created by the Board policy.
- Authorize the Superintendent, Dr. Kimberly Halley, on behalf of the Board, to accept resignations which have been submitted by employees during times when this Board is not in session, subject to ratification by this Board; provided, however, that upon ratification by this Board, such resignations shall be deemed effective as of the date and time of the Superintendent's acceptance. The authorization approved by the resolution shall remain in effect until withdrawn by formal action of this Board.

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 resolution authorizing the Treasurer to solicit for competitive proposals for the purchase of a storage building.

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

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

Reports:

- Financial Reports - June 2021
- Warrants - June 2021

Fiscal Year End Items:

Advances from the General Fund to:

- 439-9021 - \$ 23,137.35 - Early Childhood Entitlement
- 507-9020 - \$173,392.36 - Elem/Secondary Sch Emer Relief
- 509-9021 - \$ 4,771.31 - 21st Century

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- 510-9121 - \$ 20,000.00 - Coronavirus Relief Fund - Broadband
- 516-9021 - \$ 90,123.25 - IDEA-B
- 572-9021 - \$104,352.48 - Title I
- 572-9121 - \$ 14,618.40 - Title I Expanding Opp
- 590-9021 - \$ 9,964.32 - Title II-A
- 599-9421 - \$ 3,406.52 - Title IV-A \
- 599-9621 - \$ 75,861.23 - Striving Readers

Establishment of New Fund:

- 007-9013 - Julie Scherer Professional Development Scholarship Fund

Requisitions Over \$10,000:

- OHIO HEALTH BERGER HOSPITAL - contracted physical therapy for FY22 - \$10,000.00
- STRATEGIC MANAGEMENT SOLUTIONS - Category 2 - Erate consulting - \$15,000.00

After the Facts:

- LYKINS ENERGY SOLUTIONS - diesel fuel for generators - \$907.16
- LEARNING FORWARD - curriculum membership - \$159.00
- PIKE COUNTY JVS - CDL test - \$150.00

Donations:

- Kim Ramey Photography - Athletics - \$1,500.00
- Ron & Marie Kazmierczak- Julie Scherer Professional Development Scholarship - \$1,000.00
- Thomas & Julie Scherer- Julie Scherer Professional Development Scholarship - \$5,000.00

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

Board President's Comments:

- Board of Education Protocol document
- Facilities Committee Meeting Update

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board adopted the Board Protocol, as presented:

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

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On a motion by Mr. Wagner and seconded by Mrs. Rothe, the Board voted to enter into executive session at 7:47 p.m. in accordance with (O.R.C. 121.22G) (a) consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official.

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

The Board returned to general session at 8:37 p.m.

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board voted to adjourn the meeting at 8:38 p.m.

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



President

ATTEST


Treasurer