

BOARD OF EDUCATION REGULAR MEETING

June 23, 2021

Summer School Staff:

CHS

- Edna Strawser Educational Aide

CES

- David Albert Tutor

Transportation

- Renee King

Project Based Learning Tutors: - Retroactive to June 1, 2021

- Andrea Downs
- Mary Moats
- Kim Hastler
- Aubrey Hines
- Elise McGinnis
- Maren Joodi
- Lisa Jenkins
- Michelle Pipkin
- Lindsey Sullivan
- Stacy Groff

2021-2022 School Year

Classified:

- Becky Bensonhaver Bus Driver
Rate: \$22.81/hour
- Nicole Davis Bus Driver
Rate: per Classified Handbook
- Karla Exline Nurse's Aide - RN
Rate: Per Classified Handbook
- Lindsey Rodgers Nurse's Aide - RN
Rate: Per Classified Handbook

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- Chloe Shea Educational Aide (CES)
- Cherisha Beatty Custodian (CES)
Effective: July 1, 2021
- Matthew McLaughlin Maintenance / Electrician
Effective: July 1, 2021
Rate: \$23.07/ hour
- Arthur "AJ" McCray Network Administrator - 238 Day Calendar
Effective: August 1, 2021 - June 30, 2022
Salary: \$54,923
13.75 Days/ Vacation (10 Years of Service)

Certified:

- Patricia Naeem Teacher- CHS Math
MA +25
Step: 10
- Leah Fraley Teacher - CHS/CMS Vocal Music
BA
Step: 0
- Haley Phillips Teacher - CES Third Grade
BA
Step: 2

Supplementals:

CHS:

- Mary Hampp American Field Service (AFS)
Step: 3
- Doug Espie Director CHS Band
Step: 7
- Casey Lockard Assistant Director CHS Band
Step: 7
- Melanie Williams Assistant Director CHS Band
Step: 1

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- Brian Bigam
Breakfast Club
Step: N/A
- Leah Fraley
Director Choral Music
Step: 0
- Kara Schooley
Counselor
Step: N/A
- Danielle Stultz
In The Know/Quick Recall
Step: 7
- Eric Evans
Senior Class
Step: 3
- Janet Wastier
Junior Class (split)
Step: 4
- Jillian Anderson
Junior Class (split)
Step: 4
- Kayla Theis
Director Musical
Step: 1
- Leah Fraley
Assistant Director Musical
Step: 0
- Brian Bigam
National Honor Society
Step:10
- Jessica Collins
Service Over Self (SOS)
Step: 0
- Kayla Theis
Student Council
Step: 2
- Monica Lombardo
Yearbook
Step: 6

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- Clint Marcum Key Club
Step: 3

- Soni Grady Art Club
Step: 4

CHS TBT Leaders

- Fred Styers Special Education
Step: 5
- Danielle Stultz Language Arts
Step: 5
- Matthew Fosnaugh Science
Step: 5
- Clint Marcum Math
Step: 0
- Eric Evans Social Studies
Step: 5
- Morgan Phillips Unified Arts
Step: 4

CMS:

- Evan Whitten Builders Club
Step: 5
- Cindy Moats Math Counts
Step: N/A
- Millard Good Teacher Tech
Step: N/A
- Chad Spradlin Teacher Tech and Computer Club
Step: 0

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- Mark Schoenbeck CMS Band Director
Step: 15+
- Susan Search Science Fair
Step: N/A
- Abigail Fuhrmann 8th grade advisor
Step: 0
- Lisa Powers NJHS (split)
Step: 7
- Wendy Jordan NJHS (split)
Step: 8
- Jill Anderson Student Council (split)
Step: 12
- Janet Wastier Student Council (split)
Step: 15
- Millard Good Camp Oty"Akwa
(Superintendent Approved position)
Step: N/A
- Brooke Paxton The ROAR
Volunteer
- Wendy Jordan Wilds Site
Volunteer

CMS TBT Leaders

- Lisa Powers TBT Special Education
Step: 4
- Brooke Paxton TBT Language Arts
Step: 5
- Alison Gross TBT Science
Step: 5

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- Samantha Corbett
TBT Math
Step : 4
- Evan Whitten
TBT Social Studies
Step: 4
- Chad Spradlin
TBT Unified Arts
Step: 1

CES

- Tammera Laughlin
BETA Club
Step: N/A
- Tammera Laughlin
Teacher Tech
Step: N/A
- Andrea Downs
BETA Club
Step: N/A
- Andrea Downs
Destination Imagination
Step: N/A

CES TBT Leaders

- Elise McGinnis
2nd Grade Lead
Step: 1
- Megan Lennex
5th Grade Lead
Step: 3
- Tisha McMurray
1st Grade Lead
Step: 5
- Aubrey Hines
4th Grade Lead
Step: 2
- Beth Jacobs
K Lead
Step: 5

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- Sara Hammond PK Lead
Step: 0
- Sarah Mastrine Spec Ed Lead
Step: 5
- Alice Coyan Spec Ed Lead
Step: 2
- Julie Kohler 3rd Grade Lead
Step: 0
- Andi Hoskins Unified Arts Lead
Step: 5
- Cathy Kint Title Lead
Step: 0

LPDC

- Rachel Weinrich CES
- Kevin Fox Administrator
- Lisa Sims CMS
- Kayla Theis CHS
- Jillian Sims Administrator

Athletics 2021 - 2022:

Ticket Takers:

- Rock Davis
- Sue Mace
- Sherri Burns
- Mark Hoffman - beginning November 1, 2021
- Dave Truex
- Andrea Downs
- Phil Roark
- Kathy Webb
- Tim Strawser
- Chad Spradlin
- Jerry Post

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Announcers:

- Matthew Fosnaugh
- Joseph Stitt

Clock Operators:

- Ron West
- Phil Roark
- Rhonda Everts

Game Managers:

- Keith Downing
- Tim Strawser
- Rock Davis
- Jerry Post
- Phil Roark
- Chad Spradlin

Resignation:

- | | |
|----------------------|--|
| • Patricia Brooks | Cook- CHS
Effective: Immediately |
| • Rachel Will | Vocal Music Teacher- CHS
Effective: end of the 2020-2021 school year |
| • Matthew McLaughlin | Lead Custodian- CHS
Effective: June 30, 2021 |
| • Lauren Meadows | Teacher - 2nd grade CES
Effective: end of the 2020-2021 school year |
| • Luke Katris | Teacher - Intervention Specialist CHS
Effective: End of 2020-2021 school year |
| • Kelly Hock | Network System Analyst
Effective: June 30, 2021 |

Retirement:

- | | |
|------------------|--|
| • Debbie Leasure | Aide - CES
Effective: at the exhaustion of all leave balances |
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Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes

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On a motion by Mr. Stevens, seconded by Mr. Reeser, the Board approved substitute Technology position, as presented:

- Nicholas Rothe
Substitute Technology Aide
Effective: June 14, 2021

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

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following Student Services Agreement, as presented:

- Accent Care - Nursing services for special needs student (1) - FY22

This agreement made on the 17th day of June 2021 by and between AccentCare Home Health of CA, Inc. (Provider) a duly licensed and certified provider of home health services in Ohio located at 119 South Court Street Suite A, Circleville Ohio and Circleville City School District located at 388 Clark Drive Circleville Ohio.

The Provider shall provide a nurse to accompany [Name Redacted] from 8:15am until 4:30 pm, these hours will be billed to Circleville City Schools.

A nurse will accompany [Name Redacted] to school 4 days per week while school is in session.

During the period of time the nurse is with the patient to during and returning home by bus the school is responsible to reimburse the Provider a rate of \$32.00 per hour.

Provider will submit a monthly statement for services rendered to the patient to the Circleville City School District no later than the 10th day of each month. The school will pay the provider upon receipt of the invoice.

The assigned provider nurse will provide any/all necessary assessments medical interventions medication administration etc. for the patient as may be necessary. The provider nurse will also work with the teachers to maximize the patients learning and socialization skills.

This agreement shall continue in full force for the 2021-2022 school year and effect there after until it is terminated by either party giving the other 30 days written notice of such termination with or without cause. If the parents no longer

need the services of AccentCare Home Health this contract will be immediately null and void.

This agreement is subject to the terms and conditions set forth above and in witness whereof, the undersigned have entered into this agreement on the date first written above.

Health Insurance and Portability and Accountability Act:

AccentCare Home Health and LEA agree to uphold the privacy standards set forth in the Health Insurance Portability and Accountability Act (HIPAA) and any regulations promulgated thereafter as they may be amended. Specifically:

a) AccentCare Home Health and the LEA agree to comply with the requirements of 45CFR164.504(c)(1).

b) AccentCare Home Health and the LEA agree that the representatives of oversight entities including the US Department of Health and Human Services, ODM, ODE, DODD or their respective designee may access books, documents and records.

c) Neither AccentCare Home Health nor the LEA has been suspended or debarred.

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

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

- Briar Patch - education of students with special needs (1 student) - FY22

WHEREAS, Briar Patch Ranch for Kids, Inc. operates an alternative educational placement program for school districts for at-risk students:

WHEREAS Circleville City Schools desires to use Briar Patch Ranch for Kids, Inc. for the placement of at-risk students at Briar Patch Ranch for Kids, Inc. for the 2021-2022 school year.

NOW, THEREFORE, the parties agree as follows:

1. Term: This Agreement shall begin June 2021 or the date upon which it is signed and delivered to Briar Patch Ranch for Kids, Inc. by the District and is signed by both parties, whichever is later, and ends May 2022 per Briar Patch Ranch for Kids 2021-2022 academic calendar. This month-to-month agreement shall be in effect for the 2021-2022 school year.
2. Compensation: Circleville City Schools agrees to pay the maximum sum per seat of \$20,000.00 (Twenty thousand) for 1-4 seats OR \$19,000.00 (Nineteen thousand) for 5-9 seats OR \$18,000.00 (Eighteen thousand) for 10 or more seats in each month. Payment per seat for 1-4 shall be \$1,666.67 (one thousand six hundred sixty-six dollars and 57 cents) per month based on a 12-month billing cycle OR payment per seat for 5-9 seats shall be \$1,583.33 (one thousand five hundred eighty-three dollars and 33 cents) per month based on a 12-month billing cycle OR payment per seat for 10 or more seats shall be \$1,500.00 (one thousand five hundred dollars and zero cents) per month based on a 12-month billing cycle. This is based on seats used on a month-by-month basis and the invoice will reflect any necessary changes.
3. Payment: Circleville City Schools' payment of seats will be paid to the Briar Patch Ranch for Kids, Inc. 7277 Lithopolis Rd., Groveport, OH 43125 by the 10th of the billing month.
4. Additional Costs: For online courses, an addendum will reflect any additional costs to be incurred. Briar Patch Ranch for Kids does not provide additional support services.
5. Background Checks: Briar Patch Ranch for Kids, Inc. has on record FBI/BCI for all employees.
6. Exiting of Student: Upon exiting Briar Patch Ranch for Kids, Inc., or withdrawal of student from Circleville City Schools, Circleville City Schools will no longer be responsible for payment for that tuition(seat).
7. Governing Law: This Agreement is made in Franklin County, Ohio and shall be governed by the laws of Ohio. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions continue in full force and effect.
8. Admission Policies: Student must be currently enrolled in Circleville City Schools. Circleville City Schools will supply Briar Patch Ranch for Kids a current copy of the student's IEP and ETR if applicable. Circleville City Schools is responsible for final signatures on all IEPs, Briar Patch Ranch for Kids will contribute suggestions for goals and assist writing the IEP, however, Circleville City Schools owns and is responsible for the IEP.
9. Dispute Resolution: The parties shall, prior to taking any other action, attempt to resolve any dispute arising out of or relating to this Agreement through negotiation with each other. Questions or concerns regarding the educational programming and opportunities being provided under this Agreement shall be addressed to the Director of Briar Patch Ranch for Kids, Inc. Under no circumstance is the District to withhold payment due to questions or disputes regarding the educational programming or opportunities being provided. Payment may not be withheld as a method to resolve questions or concerns and may, at Briar Patch Ranch for Kids, Inc. discretion, result in termination of this Agreement.

- Northwest Education Association - MAP growth Student Assessments K-12 - FY22
- Savvas - K-12 Math Curriculum for - FY22

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- Downs Syndrome Association Summer 2021 Learning
Summer Learning Academy Agreement

This agreement is made and entered into by and between the Down Syndrome Association of Central Ohio (DSACO), an Ohio 501(c)3, 510 E North Broadway, Columbus, Ohio 43214, (hereinafter "DSACO"), and Circleville City Schools (Lane Booth)(student), (James Tripp)(student), (Adrian Vanperson)(student), and (Landon Shaw)(student) (hereinafter "CLIENT") for the benefit of: Summer Education Services for children with Down syndrome and other Intellectual and Developmental Disabilities.

Whereas,

- DSACO employees have experience and expertise in dealing with individuals with Down syndrome and other related diagnosis groups; and
- DSACO provides special focus on children and their Individualized Education Plans; and
- DSACO will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- DSACO and its employees do not hold any special licenses and are not a licensed provider with the Ohio Department of Developmental Disabilities.

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

- **SERVICES PROVIDED:** DSACO will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30-day written notice required to discontinue individual services per child:
 - 60 minutes of weekly individualized learning through 1:1 time with Intervention Specialists with a focus on reading and math goals for the weeks of June 28, 2021 through July 29, 2021. The Intervention Specialists are contractors who are subcontracted by DSACO to provide services at the Summer Learning Academy.
 - 660 minutes of weekly small group learning with Intervention Specialists for the weeks of June 28, 2021 through July 29, 2021.
 - 4 one-way transport from Summer Learning Academy program to CLIENT residence for the weeks of June 28, 2021 through July 29, 2021.

FEES: DSACO will be paid the following fees for the services provided:
\$10,000

DSACO will issue invoices at the end of the program period, but no later than August 6, 2021. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due with a minimum late charge of twenty-five dollars (\$25.00). In the event of any dispute,

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lawsuit or legal action, DSACO shall be entitled to recover its reasonable attorney fees from Client.

All invoices shall be considered accurately stated and earned unless written objection is received by DSACO within five (5) days of receipt.

WAIVER OF LIABILITY/RELEASE/INDEMNIFICATION: The parties hereto acknowledge the substantial challenges faced in providing services to those with Down syndrome and related disorders. In consideration for the payment referenced herein, Client on behalf of itself, its agents, employees, representatives and subsidiaries agrees to release and forever discharge DSACO, from any and all claims, causes of action, demands, damages, costs, expenses, liabilities, compensation or other losses, whether currently known or unknown, which may arise from the Summer Learning Academy.

Client also agrees to indemnify and hold harmless DSACO and its respective officers, directors, employees, agents, contractors and subcontractors, representatives, assigns, volunteers and others acting on its behalf against all damages sustained or suffered by any person(s) who are not parties to this agreement involving any and all injuries or damages that DSACO may cause while providing the Summer Learning Academy. The indemnification shall also include DSACO's attorney fees and costs.

Behavior Clause—In order to ensure all groups provide a safe and effective learning environment, DSACO asks that a child's behavior be manageable in a group setting. DSACO reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, CLIENT will be asked to pay an additional fee to cover the cost or provide their own aid.

Student Privacy—DSACO acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. DSACO agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. DSACO shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

Criminal Records Check—DSACO shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

- Pickaway Area Recovery (PARS)- social emotional education - FY22

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- **Pickaway Area Transportation (PICCA) -Transportation for special needs students - FY22**

Agreement for contracted transportation services

The Circleville City Schools (CCS) hereby enters into a contract with Pickaway Area Rural Transit (PART) to transport CCS students to and from special education programs. CCS will provide a list of prospective students to PART. PART will determine which students will receive transportation depending on the availability of routes. The student list may be amended with written notice from CCS. The final decision to transport a student under this contract remains solely with PART. CCS will provide notification to PART when a student no longer requires transportation.

PART, as a public transit system, is required to place any trip of the general public on the vehicle with the student at any time without prior notice.

This contract is in effect for the period of August 18, 2021 to May 31, 2022. PART will provide transportation from agreed upon student's address to the school building designated and return the student's agreed upon address at the end of the school day.

If the student's home district is closed for the day, weather related, transportation will not be provided. In addition, if the home school is open, but buses are not running on the student's road, PART will not pick up that student. The final decision to travel any road is at PART's discretion. PART reserves the right to cancel transportation in the event of unsafe conditions caused by weather.

If PART goes to a student's home or school location to pick them up and PART has not been notified the client is not riding, CCS will be billed for the trip. The trip will be listed as a "No-Show."

Upon receipt of documentation of the number of trips each month, CCS will reimburse PART at the rate of \$2.38 per mile.

PART agrees to provide CCS with evidence of the following: a) the driver holds a current valid driver's license, b) all drivers are trained in defensive driving, CPR, first aid, alcohol awareness, passenger assistance, and safety procedures in the event of an accident, c) vehicle is insured.

The transportation department will be closed to observe the following holidays and training days:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day (November 15)
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Training Day for Transit (day before Thanksgiving)	All staff training day

The terms of this contract may be amended upon mutual written agreement by CCS and PART.

- **The Learning Spectrum - for the education (4 students), therapy (4 students), and aide (1 student) services for special needs students - FY22**

Educational Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of:
Educational Services

- WHEREAS,
- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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1. **SERVICES PROVIDED.** LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child :

Educational Services in a small group setting with a 1:1 aide for the 2021-2022 school year. Services to include all programming, IEP progress reports, IEP present levels and suggested goals.

LEARNING SPECTRUM further agrees:

- The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;
- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.
- That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student's IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT's property, the LEARNING SPECTRUM's employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. **FEES.** LEARNING SPECTRUM will be paid the following fees for the services provided:

\$41,000 Educational \$27,625 1:1 Aide for a total of \$68,625

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no

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time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restraints and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

4. Behavior Clause. In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

5. No- Compete Clause. CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

6. Independent Contractor. The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

7. Student Privacy. The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING

SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

8. Criminal Records Check. The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

9. Professional Liability Insurance. The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

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10. Indemnification. The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

11. No Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and the LEARNING SPECTRUM.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only in writing and only when executed by the parties.

Therapy Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Circleville City Schools (hereinafter "CLIENT") for the benefit of: Therapy Services

- WHEREAS,
- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SERVICES PROVIDED. LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child :

60 minutes of Speech and OT per week in a small group and 1:1 setting for the 2021-2022. All IEP reports and suggested goals included.

LEARNING SPECTRUM further agrees:

- The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;
- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this

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Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.

- That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student's IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT's property, the LEARNING SPECTRUM's employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. **FEES.** LEARNING SPECTRUM will be paid the following fees for the services provided:

\$8050

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable

techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

4. **Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

5. **No- Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

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6. Independent Contractor. The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

7. Student Privacy. The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

8. Criminal Records Check. The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

9. Professional Liability Insurance. The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

10. Indemnification. The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

11. No Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and the LEARNING SPECTRUM.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only in writing and only when executed by the parties.

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- Maxim - Nursing services for special needs student (1) - FY22

EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 17th day of June, 2021, by and between **Circleville City Schools** located at 388 Clark Drive Circleville, OH 43113, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 445 Hutchinson Ave. Suite 720 Columbus, OH 43235 referred to in this Agreement as "MAXIM."

RECITALS

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

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

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

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

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- Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.
- Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.
- Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.
- Section 2.6 Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.
- Responsibility for Distance Learning Service(s).** EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.
- Section 3.2 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purposes.

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- Section 3.3 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

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Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.12 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

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

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- ☐ Weekly
☒ Bi-weekly
☐ Monthly

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

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

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

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Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

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

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

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

COPY TO:
Maxim Healthcare Services, Inc.
445 Hutchinson Ave. Suite 720
Columbus, OH 43235
ATTN: John Snyder

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

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.1 Confidentiality.**
- A. MAXIM/EDUCATIONAL INSTITUTION Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.
- B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by

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law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

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

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

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

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

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

indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

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

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

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. Wagner, the Board approved the following Athletic items, as presented.

- 2021 - 2022 Extra Curricular Handbook
- Establish CMS Golf as a Club Sport
- High School Boys Basketball to attend team camp at Capital University on June 11 & 12, 2021
- Girls Varsity Soccer to attend team camp at Rio Grande on July 18 - 21, 2021

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

On a motion by Mr. Burrow, seconded by Mrs. Rothe, the Board approved the following Contract Service Agreements, as presented:

- Centerpoint Church - facilities use agreement FY22

This Lease ("Lease") is entered into as of this 16th day of June, 2021 ("Effective Date"), between the Circleville City Schools Board of Education, a political subdivision duly organized and validly existing under the laws of the State of Ohio, ("Lessor"), and Centerpoint Church, an Ohio nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code ("Lessee") (Lessor and Lessee are collectively, hereinafter the "Parties").

Lessor owns certain real estate in Pickaway County, Ohio, more fully and accurately described as Circleville High School, located at 388 Clark Drive, Circleville, Ohio 43113 (the "Real Property").

The Real Property contains a certain space in which Lessor intends to rent to Lessee under this Lease, more fully and accurately described as the High School Auditorium, Band Room, Library, and up to two Classrooms, as mutually agreed by the Parties (the "Leased Premises").

The rent derived from this Lease is not intended for profit. Lessee understands and agrees that it shall be responsible to timely pay for any such costs which exceed the annual rental payment set forth herein.

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AGREEMENT

LESSOR AND LESSEE, each in consideration of the acts and promises of the other, hereby agree as follows:

1. **DESCRIPTION.** Lessor, in consideration of Lessee's payment of rents and performance of covenants as stated in this Lease, does hereby lease to Lessee the Leased Premises.
2. **TERM.** The term of this Lease shall begin on the 1st day of September, 2021 and shall continue until the 31st day of August, 2022 ("Lease Term"), unless otherwise terminated in accordance with this Lease.
3. **RENEWAL.** Upon the expiration of the Lease Term, Lessee shall notify Lessor in writing of Lessee's desire to extend the Lease on a month to month basis. Both Parties shall endeavor to notify the other at the earliest possible opportunity of their intention to renew this Lease. The Lease may be renewed by Lessor for an additional one (1) year term, upon such modification of terms and subject to such conditions as Lessor may require in its sole discretion. Lessor is under no obligation to renew this Lease at the end of the Lease Term or for any period thereafter.
4. **HOLDING OVER.** If Lessee remains in possession after expiration of the Lease Term hereof, without the written agreement of the Lessor, Lessee shall be a tenant-at-will, and there shall be no renewal of this Lease by operation of law.
5. **SCOPE OF AGREEMENT.** The scope of this Lease shall be limited as follows:
 - A. **Sundays Only.** Lessee's right of access to the Leased Premises shall be limited to each Sunday, during the hours of 7:00 A.M. to 2:00 P.M., unless additional access is otherwise approved in advance and in writing by Lessor.
 - B. **Areas Covered.** Lessee's right of access shall be strictly limited to the Leased Premises, direct avenues of access and exit, adjacent restroom facilities, gym, classroom for nursery and parking lot situated upon the Real Property.
 - C. **Lessor's Access.** Lessor and its invitees shall have use of the remainder of the Real Property, common areas, and parking lot during at all times, including the times in which Lessee is occupying the Leased Premises.
 - D. Lessee shall not have access to the facilities during the times the District's spring musical and senior prom are held. If Lessee requests, the Lessor will attempt to provide an alternative location. If an alternate location cannot be provided the Lessee's monthly rent payment shall be prorated to include time Lessee was unable to access the leased premises.
6. **RENT PAYMENTS.** The Lessee agrees to provide the necessary maintenance and custodial services to maintain the Leased Premises in a suitable and safe condition during the term of the lease. The Lessor agrees to lease the premises at a rate of \$1000.00 per month. In the event the Lessee is unable to provide maintenance and custodial services, the district will make every effort to provide such service and bill the Lessee accordingly.
7. **LESSOR'S COVENANTS; SERVICES FURNISHED.** Lessor agrees to provide the following services to the extent required for occupancy and use of the Leased

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Premises during reasonable and customary business hours, to the extent described below:

- A. **WEAR AND TEAR.** Such ordinary wear and tear repairs to the Leased Premises, including repairs to the exterior of the building, doors, walls, windows, corridors, and roof as necessary in Lessor's sole discretion to keep such portions of the Leased Premises in good and operating condition.
 - B. **CAPITAL IMPROVEMENTS.** Lessor shall bear the costs of any capital improvements defined as any expense incurred by Lessor for the replacement or improvement of any equipment or other parts of the building that an owner may depreciate in accordance with generally accepted accounting principles.
 - C. **ACTS BEYOND LESSOR'S CONTROL.** Lessor shall not be liable directly or indirectly for any damage or inconvenience caused by the installation, use or interruption of use of electricity, air conditioning, heating, plumbing, or otherwise occasioned by fire, accident, acts of God, strikes, labor disputes, necessary maintenance, alterations, repairs or other causes beyond the Lessor's control.
 - D. **FURNISHINGS.** All current furnishings and materials presently located at or on the Leased Premises will remain at the Leased Premises for the use of the Lessee, but shall remain the property of the Lessor. If any items are damaged by Lessee, or Lessee's employee's, agents, invited guests shall be responsible for replacing or remitting to Lessor funds in the amount of the replacement value of those items.
 - E. **KEYS.** Keys, or key fobs may be provided to Lessee for access to the Leased Premises during the Lease Term. If keys, key fobs or electronic access cards are provided, any replacement keys or electronic access cards shall be at the Lessee's expense. Lessee agrees not to copy or distribute any keys, key fobs or electronic access cards to the Leased Premises without written permission of Lessor. Upon termination or expiration of the Lease, all keys, electronic access cards, and copies thereof shall be immediately returned by Lessee to Lessor.
8. **LESSEE'S COVENANTS.** Lessee covenants and agrees:
- A. **RENT.** Lessee shall pay the rent herein required when due, which shall be no later than the first day of each month this agreement is in effect.
 - B. **REPAIRS; AS IS CONDITION.** Lessee accepts the Leased Premises in its present "as is" condition. Lessee shall notify the Lessor in writing of any damages or necessary repairs. Lessee shall reimburse Lessor for all repairs made necessary as a result of the intentional or unintentional acts of Lessee or Lessee's employees, agents, members, guests, patrons or invitees.
 - C. **NOTIFICATION OF HAZARDOUS CONDITION.** Lessee shall report immediately and in writing to the Lessor any defective, unsafe, hazardous condition existing in the Leased Premises or repair items which the Lessor is required to repair under this Lease.
 - D. **PERMITS.** Lessee shall be responsible for obtaining and paying separately for any and permits and licenses necessary for the use of the Leased Premises for the purposes more fully described herein.
 - E. **CLEAN UP.** Lessee's responsible for providing maintenance and custodial services which shall include covering the costs of one custodian, at \$30/hour, for 30 minutes prior to arrival and through 30 minutes after departure. Upon leaving the Leased Premises each Sunday, and following the expiration or termination of this Lease, Lessee shall leave the Leased Premises in a condition substantially similar to the condition that it was in when Lessee took possession of the Leased Premises.

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9. **LESSEE'S LIABILITY INSURANCE.** Lessee shall carry, at its own cost, Combined General Liability Insurance in the Combined Single Limit amount of One Million Dollars (\$1,000,000.00) or such other amount as Lessor may hereafter agree, designating Lessor as an "Additional Named Insured," insuring Lessor and Lessee from and against claims for injuries and death sustained by persons or property on the Leased Premises during the Lease Term.

REVIEW OF POLICY. Upon securing the insurance coverage as required herein, which shall in no event be later than the date of execution of this Lease, Lessee shall submit to Lessor, for Lessor's review and approval, written evidence of the insurance and any other documentation regarding the scope of coverage required in this Lease.

OPTION TO TERMINATE. If at any time during the Lease Term the insurance policies required hereunder lapse or for any reason are not obtained by Lessee, Lessor shall have the option to immediately terminate this Lease and proceed with the enforcement of its rights under Paragraph 21 and Paragraph 23 of this Lease.

10. **DAMAGE TO PROPERTY; INDEMNIFICATION.** Lessor shall not be liable for any injury, loss or damage to Lessee, its employees, agents, invitees or guests, or any other any person appearing upon the Leased Premises during the Lease Term, and Lessee agrees to save and hold Lessor harmless therefrom.

All personal property owned by Lessee, and its employees, volunteers, agents, patrons, invitees and guests, which is taken onto the Leased Premises shall be the responsibility of Lessee, and Lessor shall bear no liability for loss, theft or damage thereto. Lessee shall be responsible for all acts, whether intentional or not, of Lessee and its employees, volunteers, agents, patrons, invitees and guests. Lessee hereby indemnifies and holds Lessor harmless from damages caused as a result of such acts by these individuals, including damages to person or property.

11. **SECURITY DEPOSIT.** Lessee agrees to deposit with Lessor upon the signing of this Lease the sum of \$500 as security for Lessee's faithful performance under the Lease and by law. Lessee agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. Lessor, at the expiration of the Lease or hold-over tenancy, may apply the security deposit to past due or unpaid rent, expenses, and/or for the cost of repairing damages beyond reasonable wear and tear to the Leased Premises caused by Lessee.

Lessor agrees to return to Lessee the security deposit, or whatever part has not been applied in payment of any Lessee obligations under the Lease, within thirty (30) days after the expiration of this Lease, or any renewal, and delivery of possession of the Leased Premises to the Lessor, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by Lessor during this same time period. This provision does not waive rights of Lessor to seek damages in excess of the security deposit. Lessee agrees to reimburse Lessor for any unpaid rent, expenses, and/or damages exceeding the amount of the security deposit.

12. **USE OF THE LEASED PREMISES.** Lessee shall use the Leased Premises for lawful purposes or for any other purpose that may be granted prior approval by Lessor. Lessee's use of the leased premises shall at all times be consistent with Lessor's policies and administrative guidelines. Use of the Leased Premises is limited to the time and area restrictions as described above, and is further limited to conducting religious services and classes consistent with Lessee's mission. At no time shall the Lessee use the Leased Premises for a profitable purpose. Rather, Lessee shall operate as an Ohio nonprofit corporation exempt from taxation under section 501(c) (3) of the Internal Revenue Code throughout the Lease Term.

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Failure to use the Leased Premises in such a manner will result in the immediate termination of the Lease. Further, Lessee shall be responsible for full reimbursement to Lessor of any expenses, including but not limited to state or federal tax liability, incurred to Lessor as a result of Lessee's failure to adhere to this provision.

13. **INSPECTIONS.** Lessor may enter the Leased Premises at any time, for any reason, assuming that Lessor shall not disrupt the quiet enjoyment of Lessee during the Lease Term.
14. **ALTERATIONS; ACT CONSISTENT WITH CODES.** Lessee will not make or permit anyone to make any alterations in or additions to the Leased Premises, nor will Lessee install any equipment of any kind that will require any alterations in or additions to the water system, plumbing system, heating system, air conditioning system, or electrical system or the use of such systems, unless Lessee has obtained the prior written consent of Lessor. Lessee shall abide by all state and local fire and housing codes, and shall refrain from using open flames, candles or other flame- or heat-producing items on Leased Premises.

If any alterations, additions, or installations are made without Lessor's written consent, or contrary to the time and manner designated by Lessor, Lessor may correct or remove them and Lessee shall be liable for any or all expenses incurred by the Lessor in the performance of this work. Any alterations, additions, or installations made by Lessee shall, unless Lessor elects otherwise, become the property of Lessor and shall remain upon the Leased Premises. In the event that Lessor elects otherwise, such alterations, additions, or installations shall be removed by Lessee at its expense, and Lessee shall restore the Leased Premises to the condition of the Leased Premises on the date this Lease is executed, ordinary wear and tear excepted.

15. **SIGNAGE.** Posting, attaching or affixing any signage and other advertising matter on or about the Leased Premises shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. In no event shall Lessee's signage be allowed to remain in place except during the hours in which Lessee is occupying the Leased Premises, or with the prior written approval of the Lessor. In the event that signage is approved by Lessor, Lessee shall verify that all allowed signage complies with all state and federal laws and regulations.
16. **ASSIGNMENTS AND SUBLEASES.** Lessee shall neither assign, nor sublease all or any part of the Leased Premises without prior written approval of Lessor. Approval may be withheld in Lessor's sole discretion.
17. **CONTINGENCY FOR USE OF LEASED PREMISES FOR EDUCATIONAL PURPOSES.** If at any time during the Lease Term, or during any renewal, Lessor determines that the Leased Premises, or any lesser part or part thereof, is needed for educational purposes, Lessor may:
- A. Terminate this Lease without incurring any liability to Lessee by giving Lessee fifteen (15) days advance written notice. Such termination shall only be made by Lessor if Lessor determines that the Leased Premises will not be available for Lessee's use for four (4) or more complete days of the Lease Term because of the need of the space for educational purposes. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to terminate the Lease pursuant to this paragraph.
 - B. Withhold Lessee's access to the Leased Premises for a specified amount of time, without incurring any liability to Lessee, by providing seven (7) days advance written or oral notice. Such withholding may include any portion of any day without limitation, or up to four (4) complete days. Lessor shall endeavor to notify Lessee at the earliest possible time of its intent to withhold Lessee's access pursuant to this paragraph.

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18. **QUIET ENJOYMENT.** Lessor covenants and warrants that, upon performance by Lessee of its obligations hereunder, Lessor shall allow Lessee to peaceably and quietly enjoy the Leased Premises.
19. **CONDITION OF THE LEASED PREMISES; INTENDED PARKING AREA.** Lessee hereby accepts the Leased Premises in its "as is" condition. The Parties acknowledge that the Lessee intends to use a certain paved area of the Leased Premises as a parking area. Lessee shall be responsible to Lessor to pay for any damage or destruction caused by Lessee's use of the parking area.
20. **LIENS, ENCUMBRANCES AND INTERESTS IN THE PREMISES.** Lessee shall keep the Leased Premises free of any liens, claims or other encumbrances by financial institutions, lenders, contractors, subcontractors, materialmen, suppliers or other laborers arising out of the use or improvement of the Leased Premises, including any improvements and fixtures added thereto by Lessee, based upon any act or interest of Lessee or anyone claiming through or against Lessee. Lessee shall be in default of this Lease should Lessee allow a lien to be filed against the Leased Premises and shall reimburse Lessor for any and all costs including attorneys' fees required to remove such liens from the Leased Premises.
21. **SURRENDER OF PREMISES; TERMINATION OF LEASE.** At the expiration of the Lease Term or subsequent renewed term, or upon termination of the Lease, Lessee shall surrender the Leased Premises to Lessor "broom clean," in the condition existing as of the commencement of the Lease Term, subject only to reasonable wear and tear.

NO CAUSE TERMINATION: Either party may terminate this Lease without cause by providing ninety (90) days written notice to the other party.

22. **PERSONALTY OF LESSEE.** If Lessee does not remove all its effects from the Leased Premises at the termination of this Lease, Lessor may at its option remove all or part of said effects in any manner that Lessor may choose, and store or dispose of the same without liability to Lessee for loss or damage thereof, and Lessee shall be liable to Lessor for all expenses incurred in such removal, storage, and/or disposal of such effects. Lessor shall have a lien upon the personal property and effects of Lessee left on said Leased Premises, and Lessor may at its option, in the event of Lessee's default hereunder and upon Lessor's termination of this Lease, without notice, sell at private sale all or part of said property and effects for such price as Lessor may deem best and apply the proceeds of such sale to any amount due under this Lease, or to cover expenses for the removal and/or sale.
23. **DEFAULT AND TIME TO CURE.** If Lessee, at any time during the Lease Term, shall fail to observe or perform any of Lessee's obligations hereunder, and if any such default shall not be cured within fifteen (15) days after written notice delivered to Lessee, Lessor shall have the right, at its election, to terminate this Lease and all of Lessee's rights hereunder. A default in the payment of rent shall not require any notice of default, but shall still be cured (paid in full) within fifteen (15) days of the due date.
- Upon ten (10) days after Lessee's right to cure has expired, if no cure has been made by Lessee, this Lease and all rights granted to Lessee hereunder shall come to an end, and Lessee hereby covenants to peaceably and quietly yield up and surrender to Lessor such Leased Premises. Lessor's remedies specified herein shall be cumulative, non-exclusive and in addition to any other remedies available to Lessor and provided by law.

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24. **WAIVER.** Any waiver by either of the Parties of any breach of any one or more of the terms, covenants and conditions of this Lease shall not constitute a waiver of any subsequent breach to the same or any other term, covenant or condition to this Lease, nor shall the failure of either party to require complete compliance with any of the terms, covenants or conditions of this Lease be construed as changing the terms hereof or estop either party from enforcing the full provisions hereof.
25. **SEVERABILITY AND CONFLICT WITH LAW.** If by operation of law, or by a court of competent jurisdiction, it is found that any provision of this Lease is illegal or unenforceable, such provision shall be deemed invalid, but the remainder of this Lease shall be deemed valid and remain in full force and effect.
26. **TITLES AND HEADINGS.** The titles or paragraph headings are inserted herein only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of a particular provision to which they refer.
27. **ENTIRE AGREEMENT.** This Lease contains all the agreements and conditions made between the Parties hereto and may not be modified orally or in any other manner other than by an agreement, in writing, signed by all the Parties hereto or their respective successors in interest.
28. **NOTICE.** Except as otherwise provided in this Lease, a bill, statement, notice or communication which Lessor may desire or be required to give to Lessee will be deemed sufficiently given or delivered to Lessee if given personally or sent by regular or certified mail addressed to Lessee at the address below. Any written notice by Lessee to Lessor shall be given to Lessor at the address stated below. The time of giving such bill, statement, notice or communication shall be deemed to be the time when the same is delivered in person, or when mailed.

To Lessor:

Jonathan Davis, Superintendent
Circleville City School District
380 Clark Drive
Circleville, Ohio 43113

To Lessee:

Matt Kysor
Centerpoint Church
144 Consumer Center Drive
Chillicothe, Ohio 45601

Each party shall have the right from time to time to designate another address to which notices under this paragraph shall be sent. Such designation shall be made by written notice thereof to the other party.

THIS LEASE shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, this Lease shall be executed by the individuals below, pursuant to authority duly granted by the respective Parties:

Circleville City Schools
DISTRICT BOARD OF EDUCATION

CENTERPOINT
CHURCH

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- **Circleville Police Department - School Resource Officer agreement FY22**

This Memorandum of Understanding (MOU) is being executed by the below listed entities:
Circleville City School District
Circleville Police Department

This document will serve as the written agreement between Circleville City Schools and the Circleville Police Department. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document for officers, school administrations, city administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

Fostering Positive School Climate /Crime Prevention – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities.

Education – SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

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IV. Organizational Structure

A. Composition

The SRO Program will consist of full time or auxiliary Police Department Personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Circleville City School District and Circleville Police Department's Office Rules and Regulations.

B. Officer Recruitment & Selection

School officials and the police department office shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

- 1) **College or degree coursework** – SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.
- 2) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) **Successful performance** – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment or work under the direction of a trained SRO in the same department. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

V. Operational Procedures

Chain of Command for S.R.O.'s: The S.R.O. will be ultimately accountable to the Chief of Police in the Circleville PD chain of command. However, while at the school, the S.R.O. will be additionally accountable to the Superintendent or their designee. The S.R.O. is expected to cooperate with the school officials, including administrators and faculty. The S.R.O. will abide by school policy and respond to the requests of school officials.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the Superintendent to effectively support SROs efforts and monitor their progress:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department/sheriff's office. Specific daily assignments to accomplish this function will vary by school. The SRO and school Superintendent or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- 5) Coordinate investigative procedures between police and school administrators.
- 6) Handle initial police reports of violent crimes committed on campus.
- 7) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
- 8) Attend school special events as needed.
- 9) Prepare lesson plans as necessary for the instruction provided.
- 10) Collect data on SRO activities (arrests, citations, etc.)

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B. Uniform

Normally, the SRO is in uniform.

C. Daily Schedule

To be determined by the commanding officer and the school administrators consistent with the MOU.

D. Absence/ Substitution

The school district and police department should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, when possible, have the same requisite experience as regular SROs and, ideally, should have some training in child development, trauma, and conflict resolution in the school environment. If it is determined that a substitute assignment will last longer than a few months, both entities should work to enlist the presiding officer in the necessary SRO training as soon as possible.

E. Special Events

To be determined by the commanding officer and the school administrators consistent with this Agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district, however, they will spend the majority of this time on Circleville Police Department assignments.

G. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff. In turn, SROs will inform school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. 1. below.

J. Sharing of Information

Communication and information sharing is essential to the success of the SRO program.

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Circleville PD/Sheriff's Office and Circleville City School District policies.
2. The sharing of arrest related information by the S.R.O. with school administration upon request or at the direction of the S.R.O. will involve the dissemination of arrest reports and calls for service filed with the Circleville PD or from other Police agencies coming into contact with students from Circleville City School District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the S.R.O.

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4. If the S.R.O. is aware of information on a student that is officially obtained by the Circleville PD, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the S.R.O. may forward that information to school administration.
5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a command person at the PD.
6. Information which the S.R.O. obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the S.R.O. as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
7. Hearsay information or rumors will alone, not be the basis for any formal action by the Circleville PD. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the S.R.O. that pertains to criminal activity occurring outside the PD limits shall be relayed to the police department of jurisdiction.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the S.R.O. shall contact his immediate supervisor as soon as possible.
10. The S.R.O. shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

K. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- i. Strip searches of students by SROs are prohibited.
- ii. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

Limits on Interrogations and Arrests

1. **Interrogations** –SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.
2. **Arrests** –Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.
 - i. Building principals and the Superintendent or her designee shall be consulted prior to an arrest of a student when practical.
 - ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
 - iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

L. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Circleville City School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

M. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

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VI. School District Responsibilities

The Circleville City School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- 10) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 11) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VII. CRISIS PLANNING

Circleville City School District and the City of Circleville Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. Circleville Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

VIII. Reviewing the MOU and SRO Program

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the Circleville Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students via the website.

IX. PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Circleville City School District and the Circleville Police Department or their designees.

- Frontline Education for FY22 - FY24
- Ohio Christian University - facilities use agreement FY22

This Facilities Use Agreement ("Agreement") is entered into by and between the Circleville City School District Board of Education (the "Board") and Ohio Christian University ("OCU").

Recitals

Whereas, the Board is a political subdivision of the State of Ohio, and owns certain real property located at Circleville High School, 388 Clark Drive, Circleville, Ohio, including: (a) room number 2115; and (b) room number 2116 (collectively, the "Academic Premises") and (c) the track (including shot and discuss area); (d) the tennis courts and (e) high school gymnasiums (collectively, the "Athletic Premises"). Collectively, the Academic Premises and the Athletic Premises may be referred to as the "Premises."

Whereas, OCU desires to rent the Academic Premises to conduct a science course pursuant to the terms set forth in this Agreement.

Whereas, OCU desires to rent the Athletic Premises to host athletic practices pursuant to the terms set forth in this Agreement.

Whereas, the Premises are not currently needed for school purposes during the time that OCU desires to rent the Premises.

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NOW, THEREFORE, INTENDING TO BE BOUND BY THIS AGREEMENT, the parties agree as follows:

1. **Premises.** OCU will use the Academic Premises from 4:00 p.m. to 9:00 p.m. on [Monday] and [Thursday] to conduct an evening science course for up to forty (40) students during the 2021 fall semester and the 2022 spring semester. OCU may use the Athletic Premises to host athletic practices during the 2021 fall semester and the 2022 spring semester. OCU shall contact the Circleville Athletic Director prior to the start of the school year to discuss scheduling of the Athletic Premises and may only use the Athletic Premises upon the prior written approval of the Board, or its designee. The Premises are not currently needed for school purposes during such times. Notwithstanding anything to the contrary in this Agreement, the Board shall have first priority in its use of the Premises.
2. **Term.** The term of this Agreement will be from August 1, 2021 through July 1, 2022. Prior to the end of the term, the Board and OCU shall meet and discuss the renewal of this Agreement.
3. **Termination.** Either party shall have the right to terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party at the address set forth below. Notwithstanding the foregoing, OCU acknowledges and agrees that while the Premises are currently not needed for school purposes, the Board may immediately terminate this Agreement upon a determination by the Board that the Premises are needed for school purposes.
4. **Rental Fee.** OCU shall pay the Board annual rent payments of Twenty Thousand Dollars (\$20,000) for use of the Premises ("Rental Fee"). The Rental Fee shall be paid as follows: Ten Thousand Dollars (\$10,000) shall be due on or before October 1, 2021 and Ten Thousand Dollars (\$10,000) shall be due on or before January 1, 2022.
5. **Use.** OCU shall only use the Premises as set forth in this Agreement. OCU acknowledges and agrees that its use of the Premises shall be limited to the provisions of this Agreement and OCU shall not use the Premises for any other purpose. Except for desks, chairs, and sinks contained within the classroom, OCU shall not be permitted to use any equipment, supplies, or other items located in the Premises without the prior written approval of the Board. OCU's students and staff shall have access to the Board's wireless internet connection during their use of the Premises and shall comply with the Board's acceptable use policy at all times.

OCU's staff members remain the employees of OCU and are not employees or independent contractors of the Board. OCU represents and warrants that it has in place, and will maintain, adequate insurance to cover the employees, students, members of the public, and/or any other individual who will be present on the Board's Premises during OCU's use of the Premises during the Term of this Agreement, including liability, workers' compensation, unemployment, and any other necessary insurance. Employees of OCU will not represent to families or students that they are employees of the Board.
6. **Joint Venture.** This Agreement does not create, and shall not be construed as, a joint venture.
7. **Disclaimer.** OCU agrees that it will include a conspicuous disclaimer as part of its enrollment process for the science course that includes the following statement:

OCU is a private college, is not part of the Circleville City School District, is not affiliated with the District and is not endorsed by the District.
8. **Building Expenses.** The Board will continue to operate, maintain, repair, and insure the Premises during the Term of this Agreement. The Board shall provide janitorial services for the Premises.
9. **Waiver/Modification.** Except as expressly provided herein, no modification of this Agreement or waiver of any of its terms will be effective against a party unless set forth in a written document signed by the authorized representatives of the parties. The parties acknowledge that no person has authority to modify this Agreement or waive any of its terms on behalf of a party except as expressly provided in this paragraph.
10. **Notices.** Notices to either party under this Agreement shall be made or given at the addresses set forth below. A notice is sufficient if in writing and delivered in person or sent by certified mail, return receipt requested to:

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Circleville City School
District Board of Education
388 Clark Drive
Circleville, Ohio 43113
ATTN: Superintendent

Ohio Christian University
1476 LANCASTER AVE
CIRCLEVILLE, OH 43113
ATTN: PRESIDENT

11. **Compliance with Board Policy.** OCU represents and warrants that it, and the individuals that will be present on the Board's Premises, will comply with all Board policies, including but not limited to Board Policy 7510 (Use of District Premises). OCU further represents and warrants that it will pay the Board for any damages due to its use of the Premises.
12. **Indemnification.** OCU shall indemnify, defend and hold harmless the Board, its members, employees, agents, insurers and assigns from and against any and all claims, charges, losses, damages, fees, liens, expenses and liability, including but not limited to damage to the Board's property, claims for workers compensation, and/or any other claims, charges, losses, damages, fees, liens, and/or expenses brought by any individual present on the Board's Premises pursuant to this Agreement. Nothing herein shall be construed to reduce or otherwise limit the immunity granted to the Board under Chapter 2744 of the Ohio Revised Code and Ohio Revised Code Section 3313.791.

Should any governmental entity, court, or other entity determine that OCU's employees, agents, subcontractors or assigns providing any services under this Agreement are employees or independent contractors of the Board, OCU shall indemnify, defend, and hold harmless the Board, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of OCU's employees, agents, subcontractors or assigns. The provisions of this Section shall survive termination of this Agreement.

13. **Background Checks.** OCU shall require any of its employees/contractors that will be present on the Board's property under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall be present on the Board's property under this Agreement.
14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, oral or written, and all prior and contemporaneous negotiations, conversations, and other communications between parties related to its subject matter. Neither of the parties is justified in relying on such proposals, negotiations, conversations, or communications. The parties have participated jointly in drafting this agreement and agree that if any ambiguity or question of interpretation arises, the Agreement shall be construed as if jointly drafted by the parties. The parties agree that no presumption or burden of proof shall arise, favoring one party by

virtue of authorship of any specific provision(s) of this Agreement. If any term of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Board and OCU have caused this Agreement to be signed by their duly authorized representatives. Each individual signing below represents and warrants that he/she has the authority to sign on behalf of, and bind, his/her respective entity.

- Battelle for Kids - SOAR Network for FY22

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

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approve the Board Policy 2370.01 and Declaration for Blended Learning, 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 Mr. Stevens, seconded by Mr. Burrow, the Board approved the proposal for the additional repairs to the tennis court by Roesse Brothers, as presented.

Re: Additional Work Item – Tennis Courts

- We reviewed our 2014 Bid Sheet and found the Scope of Work called for the following basic work items:
 - Subbase: Excavate and place on grade.
 - Underdrains - 4" perforated tile w/ sock. Approx. 9 laterals across the court and one trunkline in the middle. The top of these underdrains should be placed at a minimum of 6" below the top of the subbase.
 - 4" of ODOT #304 stone base.
 - 6.5" of asphalt.
- During the removal of the existing courts, we found the following conditions and discrepancies.
 - Subbase: *Wet and unstable, particularly in the areas where the underdrains were placed.*
 - Underdrains: *None of the underdrains had socks. Two of the lateral underdrains were hit with the milling machine because they were too shallow. They were at the top of the 304 stone base. Most of the other laterals appeared to have adequate depth, however all the laterals we uncovered were laying full of water and not working. Finally, when we removed the tennis net post footers, we discovered the trunkline had been cut during the installation of the 10 net post footers. When we removed the footers, water came pouring into the footer holes from the broken tiles.*
 - Stone base: *We encountered varying depths of stone. The depth of stone ranged from 0" - 6", most of what we encountered was 2" - 4" thick.*
 - Asphalt Depth - *Was installed to spec - 6.5" depth.*
- It is our evaluation that the subbase is in failure for the following reasons.
 - Poorly graded subbase – minor contributing factor
 - Lack of stone base – contributing factor.
 - Improperly installed underdrains – major contributing factor. Essentially, they were not installed at a proper grade and then when the net posts were installed the main trunkline was ruptured and water has been trapped under the courts since their construction. This has caused much of the subbase and stone base to be saturated.
- Proposed Solution / Cost:
 - Remove all the existing underdrains.
 - Excavate / undercut the failing subbase to an average depth 7" - 10" (40-70 loads).
 - Dispose of all excavated material ON SITE – behind the football stadium.
 - Install 6" – 8" of ODOT #304 stone base. We already have 4" of stone base figured in the original bid. Therefore, the final stone cross section will be 10"-12".
 - Note: we will excavate as needed to find a stable subbase condition. In addition, we may also need to let the area dry out after excavation.
 - Estimated Cost: \$36,575 - \$44,775. This is the range of cost based on the estimated amount of excavation. The final cost will be determined based on time and materials needed to complete the remedial work. Below is the breakdown of the estimated cost for excavation and stone base installation.
 - Excavation – (\$14,200 - \$17,300)
 - Stone Base – (\$22,375 - \$27,475)

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

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On a motion by Mr. Reeser, seconded by Mr. Stevens, the Board accepted the proposal and approve the contract with Randy V. Moore Petroleum Distributors for procurement of fuel and DEF for buses and transportation vehicles for the 2021 - 2022 school year, 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 Treasurer's items, as presented:

Reports:

- Financial Reports - May 2021
- Warrants - May 2021

Fiscal Year End Items:

- Approve the Final Appropriations for FY21 and the Final Amended Certificate for FY21 and Temporary Appropriations for FY22
- Approve the Treasurer to make any necessary fiscal year end appropriation adjustments (set balances) and advances to close FY21, to be confirmed at the next board meeting.

Approve the Transfers:

- from 001-0000 General Fund to:300-9000 - \$ 40,000.00 Athletic Fund - CHS
- from 001-0000 General Fund to:026-0000 - \$ 100,000.00 Employee Benefit Fund
- from 003-9001 Perm Imp Fund to: 034-0000 - \$131,880.00 Classroom Facilities Maintenance Fund

Requisitions Over \$10,000:

- ROESE BROTHERS PAVING - additional repairs to tennis courts - \$44,775.00
- FRONTLINE EDUCATION - online platform - \$140,158.05
- SAVAAS (formerly PEARSON) - Mathematics digital courseware K-12 - \$39,826.71
- NORTHWEST EVALUATION - MAP growth data K-12- \$19,325.00
- CITY OF CIRCLEVILLE - school resource officer FY22 - \$43,000.00
- AMERICAN ELECTRIC POWER - electric service FY22 - \$265,000.00
- BRICKER AND ECKLER - legal fees FY22 - \$20,000.00
- CIRCLEVILLE DEPT OF WATER - water and sewer service FY22 - \$35,000.00
- HEALTHCARE BILLING - medicaid billing service FY22 - \$15,000.00
- OHIO DEPARTMENT OF JOB AND FAMILY SERVICES - unemployment charges FY22 - \$15,000.00
- SC STRATEGIC SOLUTIONS - document scanning with digital record storage FY22 - \$15,000.00
- SCOTT SCRIVEN LLP - legal fees FY22 - \$25,000.00
- VANDYKE INC - copier usage costs FY22 - \$66,500.00
- FRONTIER - phone lines FY22 - \$21,000.00
- AUDITOR OF STATE - auditing fees for FY21 payable FY22 - \$25,000.00
- GELLNER INSURANCE SERVICE - annual premium insurance coverage - \$91,911.00

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- BATTELLE FOR KIDS - SOAR network - \$10,000.00
- GORDON FOOD SERVICES - food products and supplies SY22 - \$153,000.00
- UNITED DAIRY INC - food products SY22 - \$25,00.000
- THINKCSC - gateway security technology - \$16,504.86
- TRAFERA HOLDINGS - go guardian software - \$10,758.00
- CDW GOVERNMENT - microsoft software - \$16,031.84
- TIERNEY BROTHERS - interactive panels - \$73,176.80
- APPLE INC - imacs - \$33,975.00
- H DAVID MCILRATH - contracted tuition for special needs student SY22 - \$20,000.00
- DOWN SYNDROME ASSOCIATION - summer tuition for special needs student - \$10,000.00
- PICKAWAY AREA RECOVERY SERVICES - PARS representative located at CES - \$20,000.00
- RANDY MOORE PETROLEUM - bus fuel FY22 - \$84,000.00
- ACCENTCARE HOME HEALTH - nursing services for special needs student SY22- \$30,000.00
- MAXIM HEALTHCARE SERVICES - RN services for preschool student SY22 - \$20,000.00
- THE LEARNING SPECTRUM - contracted tuition for special needs students SY22 - \$223,825.00

After the Facts:

- H DAVID MCILRATH (BRIAR PATCH) - contracted tuition for special needs student - \$3,333.34
- MICRO SYSTEMS - paper - \$120.00
- CITY OF CIRCLEVILLE - repair to street light (bus accident) - \$3,327.21
- DYNAMIX ENERGY SERVICES - programmable logic controller annual agreement - \$4,800.00
- MULTI-VENDOR - graduation security - \$442.00
- RED BARN - CMS track t-shirts - \$328.80
- WILSON PLUMBING - plumbing parts - \$106.80
- AMAZON - camera lens (New Hope Auxiliary Funds) - \$295.86
- ARBOR COUNSELING - counseling services (New Hope Auxiliary Funds) - \$1,380.00
- JACOB SHIVELY (YIPES GRAPHICS) - preschool yard signs - \$400.00
- SPIRES PEST CONTROL - rodent control at bus barn - \$89.00
- MARK SCHOENBECK - OMEA membership - \$149.00

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

- CHS American Field Service Club
- CHS Art Club
- CHS Band
- CHS Business Professionals Association

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- CHS Class of 2022
- CHS Class of 2023
- CHS Diversity and Inclusion
- CHS Key Club
- CHS Media Center
- CHS Musical
- CHS Principal's Fund
- CHS S.O.S. Club
- CHS Student Council
- CHS Tiger Claw Cafe
- CHS Vocal Music
- CHS Yearbook
- CMS Band
- CMS Builders Club
- CMS Cheetah's
- CMS Eighth Grade Trip
- CMS Media Center
- CMS NJHS
- CMS Principal's Fund
- CMS School Store
- CMS Student Council
- CMS Tiger Pen
- CMS Wild Sites
- CES Media Center
- CES BETA Academy
- CES Principal's Fund

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

Board President's Comments:

On a motion by Mr. Reeser and seconded by Mrs. Rothe, the Board voted to enter into executive session at 6:50 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.

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

The Board returned to general session at 6:52 p.m.

On a motion by Mrs. Rothe, seconded by Mr. Wagner, the Board voted to adjourn the meeting at 6:53 p.m.

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



President

ATTEST



Treasurer