

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

The Board of Education met in regular session on May 10, 2023, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m., President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Jeff Burrow, Terry Leasure, Patty Truex, and Christine Williams.

Presentations:

- Student Athletic Leadership Team (SALT)-Brandon Wright, Athletic Director

Legislative Report – Patty Truex

Policy Committee Report – Terry Leasure

Finance Committee Report- Chris Williams

Superintendent's Report – Dr. Kimberly Halley

- Recognition of CHS Class of 2023
- District's Momentum Plan- Summary of Accomplishments 2022-23
- Portrait of a Circleville Tiger-documentary screening

Treasurer's Report – Aaron Schirm

- Five year Forecast

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the Agenda, as presented, with changes:

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

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

- April 12, 2023, Regular Meeting, as changed.

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

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

2022-2023

Substitutes:

- | | |
|-----------------|--|
| ● Nathan Conkel | Substitute Custodian
Effective: May 1, 2023 |
| ● Chelsea Bowen | Substitute Custodian |

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Kevin Mapes Substitute Bus Driver
- Clifford Hill Summer OBI Instructor
Rate: \$25 / hour
Effective: June 1, 2023
- Zachary Mills Substitute Summer Technology Support
Effective: May 30, 2023
- Mary Kate Mogan Correction from April 12, 2023
Substitute EMIS
Rate: \$30.00 / hour
Effective: April 5, 2023

Summer School Staff:

Cafeteria:

Brenna Clifton
Robin Davis
Beverly Largent
Dee Rausch
Julie Walker
Stephanie Lauerman (substitute)

Transportation:

Misti Allen
Frances Curry
Darlene Parsley
Michelle Ramey

CHS:

Jessica Johnson Lead Teacher
Louis Trace Hacquard Teacher
Andrew Lowe Teacher
Jessica Collins Teacher
Emily Walker Teacher

CMS:

Mary Hampp Teacher
Halley Queen Teacher
Abby Strasbaugh Teacher
Katie Plunkett Educational Aide

CES:

Lauren Allen Teacher
Angela Akers Teacher
Courtney Cookson Teacher

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

Jessica Fox Teacher
Stacey Groff Teacher
Jenna Rutan Teacher
Ashley Corcoran Teacher
David Albert Teacher
Cathy Kint Teacher (Substitute)

(Summer school teachers are paid \$28.00 / hour for instruction and teaching)

Classified:

- Kimberly Polley
CES- Administrative Assistant
220 Day Calendar 8 hour / day
Rate: \$17.75
Effective: April 20, 2023

Supplementals:

CHS:

- Kathy Ream
Family, Career, Community
Leaders of American (FCCLA) Advisor

Unpaid Leave:

- Jonathan Patrick
CHS Teacher
May 4-5, 2023 (2 days)
- Robin Young
CES Instructional Aide
May 9, 2023 (½ day)
- Mary Hampp
CMS Guidance
May 10, 2023 (½ day)
- Rebecca Baird
Administrative Assistant- Student Services
May 19, 2023 (1 day)

Resignations:

- Arjanna Knul
CHS Intervention Specialist
Long Term Substitute
Effective: End of 2022-2023 School Year
- Kelli McCrady
CES Long Term Substitute Teacher
Effective: End of 2022-2023 School Year
- Sarah Wade
CMS Long Term Substitute
Effective: End of 2022-2023 School Year

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Jonathan Patrick CHS Long Term Substitute Teacher
Effective: End of 2022-2023 School Year

- Karen Bullock District Grants Administrator
Effective: July 15, 2023

Retirements:

- Kimberly Pohl CES - Grade 1 Teacher
Effective: June 1, 2023
- Debbi Kitchen CES - Grade 1 Teacher
Effective: June 1, 2023
- Edna Strawser CHS - Educational Aide
Effective: June 1, 2023

2023-2024

Certified:

- Ashley Corcoran CES- Vocal Music Teacher
BA150 - Step 1
(Pending completion of documents)
- Samantha Downard CES Grade 5 Teacher
BA150 - Step 7
(Pending completion of documents)
- Caitlyn Young CES Kindergarten Teacher
BA 150 - Step 0
(Pending completion of documents)
- Melissa Hutt CES Kindergarten Teacher
BA 150 - Step 3
(Pending completion of documents)
- Robert Evan Callihan CMS ELA/SS Teacher
MA - Step 7
- Karen Bullock CMS Academic - Behavior
Intervention Specialist
MA+25 - Step 24
- Kurt Young CES 2nd Grade Title 1 Teacher
MA+25 - Step 20

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Jillian McFarlan School Psychologist
Step 8

Classified:

Classified Staff Employment List A

Athletics:

- Steve Evans CHS Head Football Coach
Years of Experience: 12
- Chad Spradlin CHS Assistant Football Coach
Years of Experience: 12
- Jeff Arndt CHS Assistant Football Coach
Years of Experience: 15+
- Alonzo Booth CHS Assistant Football Coach
Years of Experience: 1
- Robert Lombardo CHS Assistant Football Coach
Years of Experience: 15+
- Brandon Ruhl CHS Assistant Football Coach
Years of Experience: 0
- David Chapman CHS Volunteer Football Coach
Years of Experience: volunteer
- Andrew Lowe CHS Volunteer Football Coach
Years of Experience: volunteer
- Tyler Cassidy CMS Head 8th Grade Football Coach
Years of Experience: 7
- Austin Manson CMS Assistant Football Coach
Years of Experience: 2
- Joseph Stitt CHS Head Girls Soccer Coach
Years of Experience: 7
- Sarah Ruff CHS Assistant Girls Soccer Coach
Years of Experience: 4

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Jason Paxton
CHS Assistant Boys Soccer Coach
Years of Experience: 2
- Steve Gaines
CHS Head JV Boys Soccer Coach
Years of Experience: 0
- Austin Manson
CMS Assistant Boys Soccer Coach
Years of Experience: 1
- Erin (Luke) McConnell
CHS Head Boys Golf Coach
Years of Experience: 11
- Eric Evans
CHS Head Girls Golf Coach
Years of Experience: 8
- Rachel Pennington
CMS Volunteer Golf Coach
Years of Experience: volunteer
- Arjanna Knul
CMS Head 8th Grade Volleyball Coach
Years of Experience: 2
- Hayden Ellis
CHS Head JV Volleyball Coach
Years of Experience: 0
- Becca Benner
CMS Head 7th Grade Volleyball Coach
Years of Experience: 0
- Darci Valentine
CHS Volunteer Assistant Varsity Cheerleading Coach
Years of Experience: volunteer
- Cynthia Mitchell
CHS Volunteer JV Cheerleading Coach
Years of Experience: volunteer
- Taylor Barthelmas
CHS Volunteer Freshman Cheerleading Coach
Years of Experience: volunteer
- Halley Queen
CMS Head 8th Grade Cheerleading Coach
Years of Experience: 0

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Jason Wells CHS Head Cross Country Coach
Years of Experience: 15+
- Steve Evans Weight Room Supplemental
- Crystal Thornsley Weight Room Supplemental
- Cody Carpenter Weight Room Supplemental
- Brian Bigam Weight Room Supplemental

Unpaid Leave:

- Abigail Fuhrmann CMS- Teacher
2023-2024 School Year (1 Year)

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

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

2023-2024 School Year

Classified :

- Classified Staff Employment List B

Athletics:

- Jada Truex CHS Assistant Volleyball Coach
Years of Experience: 9

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

On a motion by Mrs. Williams, seconded by Mrs. Truex, the Board approved the following Administrator Contract, as presented:

- Greg Lahr CHS Principal
3 Year Contract- August 1,2023-July 31, 2026
260 Day Contract- Step 10
Up to 10 extended days at per diem rate
- Ashley Gates Curriculum Coordinator
Up to 10 extended days at per diem rate

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

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board approved the overnight trips as presented:

- FFA Camp June 5-9, 2023, Camp Muskingum
- Boys High School Soccer July 9-12, 2023, Rio Grande University
- Girls Varsity Soccer July 16-19, 2023 Rio Grande University

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

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

po0131.1	po2114	po2271	po2412
po3120.09	po4120.09	po5310	po5610
po6325	po8120	po8390	po8420

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the following Service Agreements for 2023-24 School Year, as presented:

- Pathways Behavioral Health -services for student(s) with disability



Educational Services Agreement

This agreement is made and entered into this 5th day of May, 2023 by and between Pathways Behavioral Health, LLC, an Ohio limited liability company, 407 E. Main Street, Circleville, Ohio 43113 (hereinafter "PATHWAYS"), and Circleville City Schools, 388 Clark Drive, Circleville, OH 43113, hereinafter the "CLIENT") for the benefit of Educational Services to be provided to [REDACTED] (hereinafter the "STUDENT").

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

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

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

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

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

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

Educational Services in a small group setting for the 2023-2024 school year which shall run from CLIENTS SCHOOL YEAR (hereinafter referred to as the "Term").
CLIENT PLEASE ADD DATES: _____

Educational Services shall include all programming, Individualized Education Program (IEP) progress reports, IEP present levels, and suggested goals for STUDENT.

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

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

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

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

5. **STUDENT PRIVACY.** PATHWAYS acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. PATHWAYS agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to STUDENT. PATHWAYS shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321. PATHWAYS agrees that CLIENT shall retain direct control over all education records and personally identifiable information contained in CLIENT's data and documents, regardless of CLIENT's ability to access the data, either physically or digitally, at any time. PATHWAYS additionally agrees that, upon CLIENT's request, PATHWAYS will immediately return, destroy, or modify CLIENT data in a manner consistent with the CLIENT's instructions.
6. **RECORDS CHECK.** PATHWAYS shall require all service providers performing services for STUDENT under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.
7. **LIABILITY INSURANCE.** PATHWAYS will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. PATHWAYS will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from negligent acts or omissions of PATHWAYS, its service providers, employees, agents, contractors, subcontractors, or assigns.

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

9. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and PATHWAYS.
10. **NOTICES.** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to PATHWAYS or CLIENT respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

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

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

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

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. Exclusive jurisdiction and venue shall be in a court of competent jurisdiction in Pickaway County, Ohio.

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly listed in this Agreement. This Agreement supersedes all prior agreements between the parties.
13. **NON-WAIVER.** No failure by either party to exercise any right under this Agreement and no partial exercise of that right shall constitute a waiver of that or any other right, unless expressly provided in this Agreement.
14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.
15. **SUCCESSORS.** Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.
16. **DEFAULT.** CLIENT shall be deemed to be in default of this Agreement if it materially breaches the Agreement or by failing to pay appropriately submitted invoices within sixty (60) days of receipt. PATHWAYS will be in default if it materially breaches this Agreement.
17. **TERMINATION.** This Agreement may be terminated: (i) upon written notice of default by the either party to the other party which default is not cured within 30 days of receipt of notice of said default; (ii) by either party upon sixty (60) days prior written notice; (iii) immediately upon notice by CLIENT to PATHWAYS that adequate services are not being provided; or (iv) upon the loss or suspension of any license required by the service provider to enable them to provide special education services. Notice will be delivered to the non-terminating party in accordance with Paragraph 10 of this Agreement. Upon termination of this Agreement, neither party will have any further liability or obligation to the other party under this Agreement, except for the obligations that accrue prior to such termination and such obligations which are intended, by the terms of this Agreement, to survive the termination of this Agreement.
18. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by Client and Trainer.

The Parties to this Agreement have executed as of the date first written above.

Full Time: ☒ August 2023- May 2024 (client's school year dates)
Part Time: ☒ May 17, 2023- August 22, 2023

Agreed Upon Amount: May 17-31, 2023 \$1675
June, July, August 2023- \$3250 monthly
September 2023- May 2024 \$6500 monthly

Pathways Behavioral Health, LLC

By: MAKIAH MAXSON SEIFERT 5/5/2023
Makiah Maxson Seifert, its Authorized Member

CLIENT

By: _____

Print Name: _____

Title: _____

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- NewStory School- services for student(s) with disability

CONTRACT FOR SERVICES 2023-2024

This **CONTRACT FOR SERVICES** (hereinafter "Agreement") is made and entered into the 17 day of August by and between the **NEW STORY SCHOOLS OHIO** (hereinafter "NSS OHIO"), and Circleville City Schools (hereinafter "School District").

WHEREAS, the School District desires to enroll [REDACTED] ("Student"), a student in need of special education services; and

WHEREAS, NSS OHIO has specially-trained staff, adapted curriculum, and specialized facilities designed to educate students in need of special education services.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, warranties and covenants contained herein, the parties hereby agree as follows:

1. **Services Provided.** NSS OHIO will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP"). School District shall be responsible for maintaining a current IEP for Student and providing a current IEP to NSS OHIO. NSS OHIO will provide behavior or instructional aide support as outlined in the Student's IEP. It is understood that NSS OHIO does not provide transportation to or from its facilities, and it does not provide lunch or snacks; Student's parent/guardian shall be responsible for lunch, or snacks, as needed. The School District or Student's parent/guardian will be responsible for transportation to and/or from NSS OHIO. NSS OHIO will provide quarterly reports on Student's progress and monthly attendance reports.
2. **Virtual Services.** In the event that NSS OHIO is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), NSS OHIO will notify the School District and work with the School District to determine how to serve the student either through virtual classroom learning and/or home instruction provided by NSS OHIO personnel. These services will be considered to be in compliance with the provisions of this agreement.
3. **Compliance with Law.** NSS OHIO agrees that it will comply with all applicable laws and regulations concerning its provision of services to Student.
4. **Background Checks.** Pursuant to 3319.392, NSS OHIO shall obtain Bureau of Criminal Investigation (FBI) criminal background checks for any employees that will be working with the contracted School District students. These checks shall satisfy the requirements in R.C. 3319.39. NSS OHIO shall not assign any

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- b. **Speech Therapy Services.** NSS OHIO will provide speech therapy services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, speech therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Speech Therapy Services and agrees to the terms of paragraph 8(b) above _____.

- c. **Occupational Therapy Services.** NSS OHIO will provide occupational therapy or consultation services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Occupational Therapy Services and agrees to the terms or paragraph 8(c) above _____.

- d. **Physical Therapy Services.** NSS OHIO will provide physical therapy services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts the Physical Therapy Services and agrees to the terms or paragraph 8(d) above _____.

9. **Submission of Invoices.** NSS OHIO shall submit to the School District itemized invoices for services on a monthly basis. The School District shall remit payment unto NSS OHIO within thirty (30) days upon receipt of invoices. It is understood by both parties that payments to NSS OHIO are due regardless of whether School District obtains grant, scholarship, or other anticipated funds to reimburse School District for the amounts paid to NSS OHIO; payments due to NSS OHIO are not contingent upon the receipt by School District of such funds. Outstanding amounts not paid by the District may result in disenrollment of the student placed by the District. Notwithstanding the foregoing, the School District shall not be required to pay any invoice until NSS OHIO has provided the School District all due and requested education records, including but not limited to quarterly progress reports, transcripts, and attendance documentation for the month invoices.

10. **Independent Contractor Status.** NSS OHIO 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 the School District. NSS OHIO 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 NSS OHIO with respect to any federal, state, or local laws. NSS OHIO 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 NSS OHIO's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. NSS OHIO shall further indemnify, defend, and hold harmless the School District, 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 NSS OHIO's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

- a. Each party shall accept full responsibility for any damages caused by its negligence or the negligence of its employees, representatives, or agents.
b. NSS OHIO acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement.
c. NSS OHIO shall be free to perform services for any third parties, including other School Districts or Students, at the same time providing the services as describes herein above.

11. **Insurance.** NSS OHIO shall provide employment and general liability insurance that covers acts of the Personnel with minimum limits of \$1 million per occurrence and \$3 million annual aggregate limit. The School District will maintain customary comprehensive general liability insurance. Each party shall provide the other with proof of such insurance coverage promptly upon the request by the other.

12. **Indemnification.** NSS OHIO agrees to indemnify, defend, and hold harmless the District, its members, employees, insurers, agents, 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, aside from any and all claims arising out of the Individuals with Disabilities Education Act (IDEA), that may be asserted against the School District, its members, employees, agents, insurers, and assigns that result from the acts or omissions of NSS OHIO and its members, employees, insurers, agents, and assigns.

13. **Termination.** This Agreement may be cancelled by either party, for any reason, with at least thirty (30) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

If to NSS Ohio:
New Story Schools Ohio
Attn: Dana Shelbo - School Office Director
7690 New Market Center Way
Columbus, Ohio 43235
Email: dana.shelbo@newstoryschools.com

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

If to School District:
Circleville City Schools
388 Clark Drive
Circleville, OH 43113

14. Entire Agreement. This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

15. Assignment. Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

16. Modification. No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of the Board and the Contractor.

17. Construction and Jurisdiction. The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

18. Required Mediation. Notwithstanding paragraph 7, if either party contends that this Agreement has been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place in Franklin County, Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

If to School District:
Circleville City Schools
388 Clark Drive
Circleville, OH 43113

14. Entire Agreement. This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

15. Assignment. Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

16. Modification. No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of the Board and the Contractor.

17. Construction and Jurisdiction. The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

18. Required Mediation. Notwithstanding paragraph 7, if either party contends that this Agreement has been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place in Franklin County, Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- Pickaway County ESC Academy - Pickaway Academic Success Solutions (PASS) Program

PCESC AGREEMENT WITH CIRCLEVILLE CITY SCHOOLS

PICKAWAY COUNTY EDUCATIONAL SERVICE CENTER ACADEMY PCESC Academy – Pickaway Academic Success Solutions (PASS) Program (Previously PATHWAYS TO SUCCESS)

The Circleville City Schools agrees to participate in the PCESC Academy - PASS Program (previously Pathways to Success) provided by the Pickaway County Educational Service Center to Circleville City Schools students continued for FY24.

Circleville City Schools (District hereafter) agrees to pay the ESC \$3,600.00 base per seat per quarter for the PASS Program. The District has requested to commit to 10 seats and has the ability to add students at the agreed upon \$3,600.00 base per seat per quarter rate. Additional seats will be added to the quarterly invoices from PCESC. The base expenses will include salaries and benefits for Academy personnel and other expenses related to the PCESC Academy Program and the education of the classroom students. The District will be billed quarterly for 10 seats, for a total of \$144,000 during school year 23/24 and an additional \$3,600.00 per seat per quarter above the 10 seats. FY24 Quarterly billing amount will be \$36,000.

The Districts will be responsible to provide:

- Transportation to and from PASS
- Administration of state assessments
- Blended learning declarations submitted and approved with ODE
- Enrollment forms for new student enrollment

PASS will be responsible for providing:

- On-line program/curriculum
- Discipline and removal authority. Removal recommendations will be sent to the ESC Superintendent for consideration and approval.
- Report attendance to home district
- Special education services, including IEP writing, is available. The home district can choose to use our services or provide their own Special Education services.
- Monitoring and assisting districts with truancy and attendance procedures, including filing truancy, attendance intervention team and attendance intervention plan.

Circleville City Schools agrees to hold harmless the Pickaway County Educational Service Center for any unemployment claims, workers' compensation claims, SERS surcharges, or severance liabilities as a result of this agreement and understands that any unemployment claims, workers' compensation claims or severance liability payments shall be invoiced separately from the expenses stated above. This agreement automatically renews unless written notice is provided to PCESC by December 31st annually.

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

PACE online student. Each educational solution is outlined below.

PASS PLUS Program – This program is a short-term, alternative learning program. Students may be assigned to the PASS Plus Program for a period of less than thirty (30) days. The cost for this program will be \$75.00 per day, per seat. This program will be billed quarterly along with the PASS Program.

The Districts will be responsible to provide:

- Transportation to and from PASS Plus
- Curriculum
- Enrollment forms for new student enrollment

PASS Plus Program will be responsible for providing:

- Supervision, discipline and removal authority.
- Report attendance to home district

PAID Program – The Pickaway Advancement and Industrial Development program is similar to the PASS Program and will be billed at the same rate and in the same manner. The difference will be that these students will be placed in a job and will receive credit for the time that they are working.

The Districts will be responsible to provide:

- Transportation to and from PAID Program
- Administration of state assessments
- Blended learning declarations submitted and approved with ODE
- Enrollment forms for new student enrollment

PAID will be responsible for providing:

- On-line program/curriculum
- Discipline and removal authority. Removal recommendations will be sent to the ESC Superintendent for consideration and approval.
- Report attendance to home district
- Special education services, including IEP writing, is available. The home district can choose to use our services or provide their own Special Education services.
- Monitoring and assisting districts with truancy and attendance procedures, including filing truancy, attendance intervention team and attendance intervention plan.
- Coordinating services and job opportunities between student and employers, as needed

PACE Program – The Pickaway Academy Center for Excellence program is a digital academy that provides an alternative learning environment for students in grades K – 12. The PACE Program offers a range of online core courses, electives and credit-recovery courses along with credentialing programs. Please see the attached sheet for pricing and enrollment information. This program will be billed quarterly along with the PASS Program.

Superintendent, Pickaway County Educational Service Center	Date	Board Resolution #
--	------	--------------------

Superintendent, Circleville City Schools	Date	Board Resolution #
--	------	--------------------

- Identisys, Inc.- change order for installation of the intercom system \$5,293.

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

On a motion by Mr. Burrow and seconded by Mr. Leasure, the Board approved the following student handbooks for the 2023-2024 school year as presented:

- CHS
- CMS
- CES
- Extra Curricular
- Gifted

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

On a motion by Mrs. Williams and seconded by Mrs. Truex, the Board approved the purchase of two (2) 81 passenger school buses from Ohio Machinery through the META bus bid program at a price of \$112,971 each.

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

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

On a motion by Mr. Reeser and seconded by Mrs. Truex, the Board approved the resolution and graduating Class of 2023, as presented:

The high school principal has certified the members of the senior class listed, upon completion of their current courses and all requirements set forth for high school graduation by the State of Ohio and the Board of Education, on or before the date set for graduation.

NOW THEREFORE BE IT RESOLVED that students who continue to meet all requirements for graduation as set forth by the State of Ohio and the Board of Education shall be graduated;

BE IT FURTHER RESOLVED that under the provision of O.R.C. 33113.61, the board president, treasurer, superintendent, and high school principal shall sign the diplomas; and

BE IT FURTHER RESOLVED to pay for the diplomas out of the general fund.

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

On a motion by Mrs. Williams and seconded by Mr. Burrow, the Board approved the enclosed RESOLUTION for the refunding of Bonds, as presented.

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

On a motion by Mr. Reeser and seconded by Mrs. Williams the Board approved the enclosed RESOLUTION for the post- issuance compliance policy in connection with the bond refunding, as presented.

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

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

Reports:

- Five Year Forecast
- Financial Reports - April, 2023
- Warrants - April, 2023

Requisitions Over \$10,000:

- 316 SALES & SERVICE LLC - mower \$11,389.00

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

- METROPOLITAN EDUCATIONAL TECH - internet services
07/01/2023-06/30/2027-\$100,800.00
- OHIO DEPARTMENT OF TAXATION - income tax administrative fees -
\$10,325.95
- PATHWAYS BEHAVIORAL HEALTH - special education services - \$69,925
- NEW STORY SCHOOLS - special education services - \$63,140
- OHIO MACHINERY - 2 new school buses -\$225,942
- NATIONWIDE INDUSTRIAL SUPPLY - hydraulic can lifters (safety grant) -
\$10,286.08
- NICHOLS PAPER & SUPPLY - walk behind burnisher (safety grant) - \$13,998.40
- NORTHWEST EVALUATION ASSOCIATION - MAP assessments - \$28,997.50
- NORTHWEST EVALUATION ASSOCIATION - MAP Growth professional
development -\$25,210
- PICKAWAY COUNTY ESC - educational services (PASS) - \$144,000

After the Facts:

- DRUG FREE CLUBS OF AMERICA INC - membership fees and tests -
\$600.00
- OHIO FCCLA - registration for state leadership conference - \$165.00
- POWER OF THE PEN - state tournament fees - \$350.00
- CIRCLEVILLE DEPARTMENT OF WATER - water/sewage services on
campus -\$3,757.74
- SPRINT ELECTRIC - electrical repairs around softball building and
scoreboard -\$4,328.80
- LAURA ROCKLIN - rehearsal and concert accompaniment fees - \$325.00
- RED BARN SILK SCREEN & EMB - boys middle school championship
basketball shirts- \$336.85
- JACKSON TRANSPORTATION - transport special needs student -
\$5,460.50

Board President's Comments:

- Recognition of Students, Staff, and Community of Circleville City Schools

On a motion by Mr. Leasure, seconded by Mr. Reeser, the Board met in Executive Session.

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

Executive Session (O.R.C. 121.22 G)

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

 X (a) Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official

 (b) Investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.

 (c) Consideration of the purchase of property for public purposes, or sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.

 (d) Discussion, with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action.

 (e) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment.

 (f) Matters required to be confidential by Federal law or regulations or State statutes

 (g) Specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

 (h) Consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

1. the information is directly related to a request for economic development assistance that is to be provided or administered fewer than one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and

2. an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Time: In: 7:43pm

Time: Out: 8:27pm

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

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

- Administrative
- Directors/ Supervisors
- Exempt
- Non-Certified
- Psychologist

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

On a motion by Mr. Burrow, seconded by Mrs. Williams, the Board met in Executive Session.

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

Executive Session (O.R.C. 121.22 G)

___X_ (a) Consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official

(b) Investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official licensee, or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session.

_____ (c) Consideration of the purchase of property for public purposes, or sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.

_____ (d) Discussion, with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action.

_____ (e) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment.

_____ (f) Matters required to be confidential by Federal law or regulations or State statutes

_____ (g) Specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

_____ (h) Consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance, or to

BOARD OF EDUCATION REGULAR MEETING

May 10, 2023

negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

1. the information is directly related to a request for economic development assistance that is to be provided or administered fewer than one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and
2. an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Time: In: 8:28 pm

Time: Out: 8:45 pm

On a motion by Mr. Leasure, seconded by Mr. Burrow, the Board voted to adjourn the meeting at 8:46 p.m.

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

President

ATTEST

Treasurer