The Board of Education met in regular session on May 19, 2021, 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, Patty Rothe, Jeff Burrow, Chris Wagner, and Todd Stevens

Mrs. Rothe gave the legislative report.

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

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

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board adopted the agenda, as presented.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board approved the minutes as follows:

- April 21, 2021, Regular Meeting, as presented

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

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

- Andrew Lowe Substitute Educational Aide
- Cheri Farmer Substitute Tutor- testing CMS Effective: April 1, 2021
- Cathy Steinhauer Substitute Tutor - testing CMS Effective: April 1, 2021
- Jaime McKeivier Extended Hours- additional 40 hours to be be used prior to June 30, 2021
Summer School Staff

CHS
- Nathan Elswick  Tutor
- Danielle Stultz  Tutor
- Louis (Trace) Hacquard  Tutor
- Monica Lombardo  Tutor
- Shaina Palda  Tutor
- Cody Jordan  Tutor
- Randy Brown  Tutor
- Tyler Cassidy  Tutor
- Jessica Collins  Tutor
- Annetta Lockwood  Tutor
- Andrew Lowe  Substitute Educational Aide

CMS
- Mary Hampp  Tutor
- Andrea Wallace  Tutor
- Wendy Jordan  Tutor
- Dennis (Anthony) George  Tutor
- Katherine Mears  Tutor
- Michele Brewer  Tutor
- Kathryn Cydrus  Educational Aide
- Margaret (Peggy) Burns  Educational Aide
- Sherri Burns  Educational Aide
- Angela Hixon  Educational Aide
- Cory Sullivan  Educational Aide
- Victoria Lanman  Substitute Tutor

CES
- Carol Sheets  Tutor
- Sara Hammond  Tutor
- Jaye Kelley Sabine  Tutor
- Rachel Weinrich  Tutor
- Cathy Kint  Tutor
- Angela Akers  Tutor
- Lauren Allen  Tutor
- Jessica Fox  Tutor
- Lisa Jenkins  Tutor
- Robin Hedrick  Tutor
- Emily Woods  Tutor
- Deanna Walker  Tutor
- Sarah Stitt  Tutor
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- Tisha McMurray Tutor
- Jason Cocoran Tutor
- Andrew Perkins Tutor
- Meredith Picklesimer Tutor
- Autumn Bianchi Tutor
- Janis England Educational Aide
- Cassie Spradlin Educational Aide
- Samantha Brady Educational Aide
- Darla Cryder Educational Aide
- Cynthia Mitchell Educational Aide
- Whitney Seakman Educational Aide
- Angela Holbrook Educational Aide
- Christine Johnson Educational Aide
- Dawn Dalessandri Educational Aide
- Patricia Brockman Educational Aide
- Robert Kint Substitute Tutor

Food Services
- Cheryl Davis
- Julie Walker
- Beverly Largent
- Lisa Russell
- April Ferguson

Transportation
- Wendy Gamelli
- Michelle Ramey
- Shawana Mitchell
- Frances Curry
- Darlene Parsley
- Kelsey Laureman
- Elwin Fred Mills

Related Services
- Amanda Hammam Tutor
- Kate Oslavasky Tutor
- Jillian McFarlan (10 additional extended service days to be used by June 30, 2021)
- BethAnn Morgan (10 additional extended service days to be used by June 30, 2021)
### 2021-2022 School Year

- **Chad Spradlin**  
  Teacher - STEM/Science (CMS)  
  Step: 14 (MA)

- **Autumn Bianchi**  
  Teacher - Intervention Specialist (CES)  
  Step: 0 (MA)

- **Deaven Atwood**  
  Teacher - 1st Grade (CES)  
  Step: 1 (BA)

- **Haley Kern**  
  Teacher - Title 1 (CES)  
  Step: 1 (BA)

- **Timothy Carpenter**  
  Bus Driver  
  Rate: $16.50/hour

### Athletics 2021 - 2022:

- **William Search**  
  CHS Head Cross Country  
  Years of Experience: 15+

- **Jason Wells**  
  CHS Assistant Cross Country  
  Years of Experience: 15+

- **Susan Search**  
  CMS Head Cross Country  
  Years of Experience: 0

- **Deborah McDaniel**  
  CHS Reserve Cheerleading  
  Years of Experience: 3

- **Aimee Williams**  
  CMS 7th & 8th Grade Cheerleading  
  Years of Experience: 1

- **Jada Truex**  
  CHS Assistant Volleyball  
  Years of Experience: 7

- **Crystal Thornsley**  
  CMS 8th Grade Volleyball  
  Years of Experience: 15+

- **Jillian Anderson**  
  CMS 7th Grade Volleyball  
  Years of Experience: 5

- **Jeff Phillips**  
  CHS Assistant Football  
  Years of Experience: 10
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- **David Chapman**  
  CHS Assistant Football Volunteer
- **Robert (Bobby) Lombardo**  
  CHS Assistant Football  
  Years of Experience: 13
- **Jeff Arndt**  
  CHS Assistant Football  
  Years of Experience: 15+
- **Sarah Ruff**  
  CHS Assistant Girls Soccer  
  Years of Experience: 2
- **Kayla Theis**  
  CHS Reserve Girls Soccer  
  Years of Experience: 0
- **Ted Brown**  
  CHS Assistant Girls Soccer Volunteer

**Resignation:**
- **Chad Spradlin**  
  Athletic Director  
  Effective: July 15, 2021
- **Jennifer Maite**  
  Teacher (CHS Math)  
  Effective: August 31, 2021

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

On a motion by Mr. Wagner, seconded by Mr. Burrow, the Board approved the following administrator/director contracts, as presented:

- **Brandon Wright**  
  Athletics & Activities Director  
  2 Year Contract - July 16, 2021 - July 15, 2023  
  220 Day Contract  
  Step 0 - Athletic Director  
  Up to 10 Extended Days to be worked  
  May 31, 2021 - July 25, 2021 at the daily rate

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the following request for unpaid days, as presented:

- Emily Woods - 1 day - May 25, 2021

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

On a motion by Mr. Reeser, seconded by Mr. Burrow, the Board approved the girls and boys swimming to be moved from a club sport to a full school sponsored OHSAA sport.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board approved the Memorandum of Understanding between Circleville City Schools and Western Governors University for the preservice placement of education students for the 2021-2022 school year, as presented:
C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and class of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the suburban area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Cooperatively uses technology for communication via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - Reflective practitioner
  - Equitable and fair
  - Committed to the belief that all students can learn
  - Collaborative
  - Technologically proficient
  - Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience;
- Pay an indemnity per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher’s services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training;
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities;
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation;
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures;
- Maintain an online site for support, resources, and training for Cooperating Teachers;
- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates;
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises;
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations;
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience;
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth;
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs;
- Encourage Cooperating Teachers to participate in WGU’s training, held for each cohort (fall or spring) when a new Teacher Candidate is assigned, to understand WGU’s policies, processes, procedures, and how to mentor adult learners;
- Encourage administrators and Cooperating Teachers to participate in WGU’s Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.
F. Additional Terms

- Terms: This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.

- Points of Contact: Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.

- Education Records:
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WSU hereby designates District as a “school official” with a legitimate educational interest in such records.
  - WSU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WSU access to individually identifiable student information unless the affected student’s parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- Video Recordings:
  - During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, videos, and student work samples—showing the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.
  - Additionally, recordings provide WSU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WSU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WSU and that any further precautions regarding the privacy of the District’s students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines:
- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., “the district”) for your state, school district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to WSU.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

- Right to Accept or Terminate a Placement: District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such events, District shall notify WSU in writing and shall state the reasons for such decision.

- WSU Insurance: WSU warrants and represents that it provides and maintains, general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, and, upon District’s request, shall provide a certificate of insurance as evidence of coverage. WSU shall maintain, at its sole expense, workers’ compensation insurance as required by law.

- Professional Liability Insurance: Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) $1,000,000 per occurrence and $3,000,000 annual aggregate, or (ii) $2,000,000 per occurrence and $4,000,000 annual aggregate.

- Status of Parties: Nothing in this Agreement is intended to or shall be construed to create an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party or any manner.

- Non-Discrimination: Both parties agree to comply fully with all applicable non-discrimination laws of District’s state and municipality, and of the United States. Both parties will accept, assign, supervise, and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.

- Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all price lists or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mrs. Rothe, seconded by Mr. Burrow, the Board approved the following handbooks for the 2021 - 2022 school year as presented.

- Title Services
- English as a Second Language
- Extra Mile
- Preschool

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

On a motion by Mr. Reeser, seconded by Mr. Wagner, the Board approved the following student service agreements, as presented:

- Soundscape Music Therapy- August 18,2021 through June 1, 2023

This Agreement is made between the Circleville City School District (“CCSD”) and Soundscape Music Therapy, LLC. (“Contractor”). CCSD and Contractor may be referred to in this agreement as a “Party” and collectively as the “Parties.”

1. Services to Be Performed
   Contractor agrees to provide Music Therapy as outlined in Attachment A.

2. Session Schedule
   Contractor will be expected to provide Music Therapy on a regular schedule, barring a mutual written agreement between both parties to cancel an expected session. Client is responsible for determining and communicating session cancellations as a result of inclement weather or other conditions that would affect Client’s facility.
   Expected Schedule is as follows:
   1. 30-minute weekly sessions occurring on a weekday.

3. Payment
   In consideration for the services to be performed by Contractor, CCSD agrees to pay Contractor at the following rates: $62.50 per hour, not to exceed: $32,812.50 (70 weeks X 7.5 hrs/week X $62.50) for the duration of this contract. Contractor shall be paid within 30 days after the Contractor submits an invoice to CCSD. The invoice should include the following: Contractor name, the dates and hours worked, and a summary of the work performed to Altm.
   jackie@vanasadesten.com:
   a. School Closures and Delays: in the event of inclement weather or similarly unforeseen events causing cancellations or delays, CCSD agrees to pay Contractor at the following rates: $11.25 per hour for intended services.
   b. Remote Learning Days: In the event of remote learning, CCSD agrees to pay Contractor at the following rates: $62.50 per hour for services provided remotely (music therapy videos and/or teletherapy).
   c. Unplanned Student Absences: in the event of unforeseen student absences, CCSD agrees to pay Contractor at the following rates: $11.25 per hour for intended services.
   d. School Activities: It is the responsibility of CCSD to notify Contractor of school activities that will result in session cancellations. If Contractor is not notified at least 72 hours in advance, CCSD agrees to pay Contractor at the following rates: $11.25 per hour for intended services.

4. Independent Contractor Status
   Contractor is an independent contractor, and neither Contractor nor any Contractor’s employees or contract personnel (as applicable) are, or shall be deemed, CCSD employees. In its capacity as an independent contractor, Contractor and CCSD agree: Contractor has the sole right to control and direct the manner and method by which the services required by this Agreement will
be performed except that services must comply with all laws and rules established by the Ohio Department of Education (ODE) and Ohio Department of Developmental Disabilities (ODDD) as well as any federal rules applicable to services.

5. Applicable Rules and Laws and Required credentials
Contractor ensures that Contractor will comply with all federal, state, and local laws including laws and rules established by the Ohio Department of Education and the Ohio Department of Developmental Disabilities. Contractor will maintain credentials required to fulfill services performed under this Agreement.

6. State and Federal Taxes
CCSD will not withhold or pay any taxes on Contractor’s behalf.

7. Fringe Benefits
Contractor understands that neither Contractor nor Contractor’s employees or contract personnel if applicable are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of CCSD.

8. Unemployment and Workers’ Compensation
CCSD shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor’s employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. CCSD shall not obtain workers’ compensation insurance on behalf of Contractor.

9. Liability Insurance
CCSD shall not provide insurance coverage of any kind for Contractor. Contractor shall obtain necessary insurance coverage and maintain it during the entire term of this Agreement.

10. Term of Agreement
This agreement will become effective August 1, 2021 and will terminate on June 1, 2023.

11. Terminating or Modifying the Agreement
This Agreement may be terminated or modified with written agreement of both parties.

12. Confidentiality
Contractor acknowledges that it will be necessary for CCSD to disclose certain confidential, protected health information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges and agrees to comply with all HIPAA requirements. Upon termination of Contractor’s services to CCSD, or at CCSD’s request, Contractor shall deliver to CCSD all materials in Contractor’s possession relating to CCSD’s business.

13. Applicable Law
This Agreement will be governed by the laws of Ohio and Pickaway County, without giving effect to conflict of laws principles.

- Learning Spectrum - extended school year services 2020 - 2021 - (4 students)
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.

FEE

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:

$2250

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 5.5% 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 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 have 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 aide for any child who is exhibiting behavior that takes away from the learning experience. If an individual aide 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 agrees 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 assign 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/ERS 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 assign 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 3319.312 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 3319.312.

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:

$2250

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.

1. 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 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, servent, 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. 1332g, 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. 1332g, 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.
• Fairfield County ESC for gifted services for the 2021 - 2022 school year

• Pickaway County ESC for educational services for the 2021 - 2022 school year

ESC Name: Pickaway County ESC  ESC IRN: 049072

District: Circleville City  County: Pickaway

District IRN: 041769

The above named parties have entered into a contract for Special Education and other services for Fiscal Year 2022 in the annual $4,419,536.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on semi-monthly basis throughout the fiscal year.

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(c)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor’s books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.
Agreement between the Circleville City School District Board of Education and the Pickaway County Educational Service Center Governing Board for Services

WHEREAS, Ohio Revised Code §3313.843 was amended by House Bills 153 and 157 in 2011 to provide that the board of education of each city, exempted village or local school district with an average daily student enrollment of 16,000 or less, must enter into an agreement with the governing board of an educational service center, under which the educational service center shall provide services to the district; and

WHEREAS, Ohio Revised Code §3313.743 was amended by House Bills 153 and 157 in 2011 to provide that the board of education of a city, exempted village, or local school district with an average daily student enrollment of more than 16,000 may enter into an agreement with the governing board of an educational service center under which the educational service center shall provide services to the district;

WHEREAS, the Circleville City School District Board of Education (hereinafter, the “School District”) has an average daily student enrollment less than 16,000; and

WHEREAS, the School District desires to enter into an agreement with the Pickaway County Educational Service Center (hereinafter, the “ESC”) to be in compliance with Ohio Revised Code §3313.843 and to provide services delineated in this Agreement;

WHEREAS, this Agreement for Services (hereinafter, the “Agreement”) is entered into by and between the School District and the ESC effective as of July 1, 2021;

In consideration of the promises and terms contained herein and pursuant to all relevant sections of the Ohio Revised Code, the parties agree as follows:

1. ESC may provide to School District the following services (hereafter, the “Services”):

   - Coordination of regularly scheduled meetings with Superintendents, Treasurers, Special Needs Directors, Transportation Directors, Technology Coordinators, Curriculum Directors, Building Principals
   - Review, monitor, track, and make recommendations on the status of Home Education applications
   - In-Service and Continuing Education Programs for District Personnel
   - Substitute Teacher Services
   - Ohio Department of Education Programs and Initiatives
   - Academic Instruction for which the ESC Employs Teachers Pursuant to R.C. §3319.02
   - Assistance in Provision of Special Accommodations and Classes for Students with Disabilities
   - Use of the ESC as a Site for District Meetings
   - Assistance in payments for bus driver physicals

   Other Services Agreed upon by the Board and the ESC
   Some Services may be subject to separate fees agreed to by the Board and the ESC (hereafter, the “Fees”).

2. ESC will assign appropriate personnel who will be assigned in the School District to implement the service area(s) according to the philosophy, values and needs of the School District.

3. The School District may at times wish to enter into an agreement with the ESC to retain services from the ESC superintendent as a consultant and/or technical advisor to perform duties as determined by the School District. In consideration of the services provided by the ESC superintendent, the School District agrees to pay the ESC the ESC superintendent’s per diem rate. In addition, the School District shall reimburse the ESC for reasonable travel and other expenses that are incurred in connection with performing the agreed to services. To obtain reimbursement, the ESC shall invoice the School District separately. The invoice shall describe services rendered and expenses incurred.
4. If Services are provided to an individual student(s), Services provided to the individual student(s) may conclude at the end of the current academic year or at an earlier date if the student(s) is withdrawn from the School District. School District will provide ESC with notice if the student is withdrawn from the School District.

5. Instructional Services provided to students will be provided by ESC consistent with a student’s current signed IEP. If a student is absent for ten (10) consecutive school days due to special circumstances such as illness, hospitalization, etc., the student will be withdrawn from the program and the days beyond the initial ten (10) will not be billed. School District may contact ESC to request consideration for reinstatement by the School District.

6. The ESC shall furnish services to the School District according to the following financial formula:

   Local Funding: Foundation Deduction; (f59.25 x ADM) +
   Supervisors/Extended Service Deduct. ADM used in this formula is the
   School District's final ADM for the current fiscal year per the ESC
   Settlement Report.

   This formula shall be superseded by any new formula(s) adopted by the Ohio Department of Education for the fiscal year in which services are performed.

7. If necessary, a continuous accounting of all funds received by the ESC under this Agreement shall be kept by the ESC and reported to the district. Unexpended balances may be carried over to the next fiscal year, or expended as per Section 7. Unexpended balances shall not be remitted back directly to the School District.

8. The excess cost payable to ESC for current programs for supervisory services and handicapped classes may be paid with funds that result from this Agreement, contingent upon that service area being incorporated into this Agreement.

9. If Other Services are agreed to in this Agreement, ESC shall provide the School District with a quarterly invoice for the Fees associated with such Other Services used as per Section 1. The Fees shall be payable by School District to ESC within 45 days of receipt of an invoice from ESC.

10. In the event that it is necessary for the ESC to employ additional personnel to provide the services selected by the School District and those services are terminated or this Agreement is terminated, the School District will be responsible for all unemployment and workers’ compensation costs incurred by the ESC as a result of the terminated services and/or positions.

11. Should School District fail to pay the Fees within the time frame established in this Agreement, interest may accrue at the rate of 5½% per month. Should the School District refuse or otherwise fail to pay the Fee and applicable interest within 60 days of the due date established in Section 8 of this Agreement, ESC shall have the right to commence collection and/or legal proceedings against the School District for the amount due, plus interest at the rate established herein, collection costs, court costs and attorney fees. Interest shall continue to accrue from the due date specified in Section 8 of this Agreement until such time as the ESC receives full and final payment of the total amount due.
a. Unless otherwise agreed to in writing between the parties, this Agreement and the Services provided hereunder by the ESC shall automatically terminate should School District have an outstanding balance owed to ESC that is more than 60 days overdue.

12. All conditions of this Agreement are subject to the ESC receiving appropriate funding from the State of Ohio to render such services. Any reduction shall be communicated in writing to the School District prior to the implementation of the reduction.

13. ESC will maintain such records as School District may need for preparation of reports related to students receiving Instructional Services, and as School District may need in response to any public records request.

14. This Agreement shall have a term of two years (the “Term”) beginning July 1, 2021 and concluding on June 30, 2023. If School District intends to terminate this Agreement after the initial Term, School District must provide ESC with notice of its intent to terminate this Agreement by January 1, 2021. If School District fails to provide ESC with the notice of its intent to terminate the Agreement, this Agreement shall be renewed for two (2) school years, concluding on June 30, 2023. Thereafter, if the School District fails to notify ESC of its intent to terminate this Agreement by January 1st of an odd-numbered year, this Agreement shall be renewed for the following two (2) school years.

15. The ESC shall file this Agreement with the Ohio Department of Education by July 1, 2021.

16. This Agreement constitutes the entire Agreement between the parties with respect to the services designated herein. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties or their representative. Any subsequent agreement between the parties is a separate and distinct Agreement and not a renewal hereof.

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

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board approved the monthly insurance rates effective July 1, 2021:

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<th>Service</th>
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<th>Employee/Child</th>
<th>Employee/Spouse</th>
<th>Family</th>
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<td>Medical</td>
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<td>$1,734.00</td>
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<td>Vision</td>
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</table>

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a Motion by Mrs. Rothe, seconded by Mr. Wagner, the Board approved the resolution and graduating Class of 2021, as presented:

The high school principal has certified that the members of the senior class listed, if they complete their current courses and will complete 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.

John J. Aber III
Kayla Marie Achor
Rainy Maxine Lee Adkins
Octavio Gene Aguirre
Wyatt Charles Allison
Owen Bradley Bailey
Aubrey Alexis Barker
Jacob James Bell
Jaden Christopher Blair
Luke Snider Blust
Hanna Nicole Boltenhouse
Noah Fox Brady
Maxwell Wesley Brooks
Hannah Elizabeth Broscher
Kayli Breann Brown
William Martin Buitendorp
William Ronald Bullock
Kierra Nalyn Burchwell
Chase Paul Michael Cain
Samuel William Capretta
Jaylah Charilyn Captain
Sabrina Nicole Carroll
Alexander Ray Casto
Chad Alan Cheadle
William Alexander Clark
Kylie Grace Cochenour
Devon Vaughn Cockerham-Young
Larry Russell Charles Collins
Vincent Alexander Combs

Makayla Anne Coyan
Paytn Victoria Crumley
Trenton Michael Culler
Adam Lee Cunningham
Kimberly Ann Curry
Bailey Jae Davis
Waylon Joseph Davis
Abigail Marie Dengler
Autumn Brielle Derosette
Austin Robert Detty
Travis Anthony Dixon
Lucky Dominique Leeroy Donaldson
Evan Thomas Downs
Isaac Phillip Evans
Owen Michael Fausnauh
Logan Michael Fauver
Frank Johnathan Ferguson
Alexis Marie Fletcher
Kiarra Jade Frazier
Jaycee Joanne Fullen
Noah Stephen Gaines
Riley Emmett Gibson
Savannah Rose Good
Owen Maxwell Goodhart
Ava Mae Graves
Amber Marye-Parsons Griffith
Hunner Renee Griffith
Brandon Max Guerrero
Jayda Marie Gulick
BOARD OF EDUCATION REGULAR MEETING
May 19, 2021

Austin Edward Hawkins
Alyssa Jordan Heft
Mariah Kay Hemming
Brooklyn Elizabeth Hensley
Shawn Joseph Hesson
Kara Michelle Hinton
Holt Tyler Imler
Linsey Sierra Jenkins
Ryan Parker Jenkins
Danielle Alexis Jones
Isabelle Dora Jones
Aden Robert Julian
Evan David Justice
Kathryn Paige Kanipes
Bailey Marie Kasler
Hannah Rayne Kegley
Ian Daniel Kettering
Zoie Abigail Kettering
Hailey Lynn Nicole Knapp
Oscar Titus Knece
Jasmine Christine-Nicole Knisley
Stephanie Leandra Lyons
Alexys Marie Madero
Luis Antonio Martinez
Autumn Dawn McClaren
Kenzie Erin McConnell
Jordan Michael Thomas McIntyre
Stephen Drew Meadows
Madison Mackenzie Mettler-Bryant
Molly May Miller
Skylar Jay Mitchell
Benjamin Joseph Mogan
Ethan Grant Moore
Hayden Alexander Moore
Kayla Lynn Moore
Brendon Lee Morris
Tucker Lee O'Dell
Gabrielle Aleenah Ortiz
Gillian Leigh Packard
Elliana Nicole Park
Jayla Taylor Parsons
Dwight Mason James Payne
Isaac Aaron Payne
Raymond Earl Perkins
Colton David Pinkerton
Cameron Allen Plants
James Thomas Pond Jr.
Gavin Lane Quinuel
Cole Matthew Radcliff
Kenzley Da'Len Ragland
Jamie Nicole Rapp
Courtney Jade Reid
Natalie Irene Rolfe
Nicholas Alexander Rothe
Kylene Paige Schmittauer
Gretchen Marie Search
Elizabeth Ann Shaffer
Emma Elizabeth Shaw
Brooklyn Lea Sheets
Dillon Bradley Sirney
Courtney Jane Smith
Braydon Allen Sowers
Alora Marie Speakman
Christopher Bryan Spears Jr.
Daniel Andrew Stevens
Mercedes Brooke Stiltner
Jonathan Isaac Sturgill
Brandon Trace Thomas
Julia Nicole Valdez
Lanette Nicole Valentine
Madison Shelby Vance
Shawn Michael Vanhoose Jr.
Jaiden Cain Vincent
Austen Lee Virgin
Ethan Alexander Walker
Landon Matthew Ward
Faith A. West
Kinsey Ann Whaley

Mr. Reeser – yes; Mrs. Rothe – yes; Mr. Burrow – yes; Mr. Wagner – yes; Mr. Stevens - yes
On a motion by Mr. Reeser, seconded by Mr. Stevens, the Board approved the following Treasurer’s items as presented:

**Reports:**
- Financial Reports - April 2021
- Warrants - April 2021

Revision to the Five Year Forecast for FY21 - FY25

**Requisitions Over $10,000:**
- SOUNDSCAPE MUSIC THERAPY - music therapy FY22-23 - $32,812.50
- JERRY PATE TURF & IRRIGATION - Ventrac tractor - $52,157.60
- EDMENTUM - Plato courseware - $25,800.00
- PICKAWAY COUNTY ESC - Pathways alternative education program FY22 - $103,132.00 (contract approved April 2021)
- PICKAWAY COUNTY ESC - contracted services FY22 - $50,000.00
- After the Facts:
  - SPRINT ELECTRIC - repair pole lights and fixtures for pathway to stadium - $6,796.00
  - COLUMBUS BUILDING SERVICES - service call for actuator - $1,012.50
  - SPIRES PEST CONTROL - rodent control - $265.00
  - EAGLE GOLF CARS - repair for golf cart - $222.50
  - SOUTH CENTRAL OHIO ESC - vision and orientation, mobility services 3rd and 4th quarter - $22,500.00
  - FRANKLIN JAMES MOORE (PICKAWAY TOWING) - towing services - $350.00
  - BSN SPORTS - track uniforms - $211.00
  - SUE MACE - paint - $104.30

**Donations:**
- S.P. Richards Co.- COVID supplies/support PPE - $26,674.65
- Angela Shaw-Gellerson - Various workbooks/educational books
- Musical Donations (Various Audience Members) - $198.63

**Budget Revision:**
- CHS ART Club

Mr. Reeser - yes; Mrs. Rothe - yes; Mr. Burrow - yes; Mr. Wagner - yes; Mr. Stevens - yes
BOARD OF EDUCATION REGULAR MEETING
May 19, 2021

Board President's Comments:
- Facilities Committee update
- Administrative Guidelines
- Board Protocol Document

On a motion by Mr. Burrow, seconded by Mr. Reeser, the Board voted to adjourn the meeting at 8:00 p.m.

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

[Signature]
President

ATTEST
[Signature]
Treasurer