





# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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- Phil Roark
- Mark Cunningham

### **Clock Operators**

- Rhonda West
- Ron West

### **Supplementals:**

#### **CHS Advisors**

- Jill Anderson                      Junior Class Advisor (split)  
Step: 0
- Janet Wastier                      Junior Class Advisor (split)  
Step: 0
- Maggie Hacquard                  Sophomore Class Advisor  
Step: 1
- Mary Hampp                         AFS  
Step: 0

#### **CHS Volunteer Advisors**

- Monica Lombardo                  BPA
- Jada Truex                            Club Future

#### **Adjustment:**

- Melissa Ricketts                    Pickaway Ross Bus Driver  
Adjust calendar from 184 to 181 days  
Adjust salary from \$18,364.08 to \$18,063.80

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the board approved the following requests for unpaid leave.

- Thelma Cox, CES Educational Aide from August 30, 2017 to January 1, 2018.
- Rachelle Zuniga, CHS Spanish Teacher for October 12 & 13, 2017.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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On a motion by Mr. Reeser, seconded by Mr. Bradhurst, the board approved Rachelle Zuniga to teach a 7th period of Spanish for the 2017 - 2018 School year and to be compensated an additional \$3,452.00.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the board approved the following resolution:

**DECLARING SOLE SOURCE AVAILABILITY FOR ENERGY PRODUCTS  
AND AUTHORIZING AN AGREEMENT WITH DYNAMIX ENERGY SERVICES  
FOR RETRO-COMMISSIONING AND CONTROLS IN DISTRICT FACILITIES**

WHEREAS, the Circleville City School District Board of Education (the "Board") has explored options for retro-commissioning and controls to address current and long-term operational expectations and energy conservation goals in the District's school building(s); and

WHEREAS, after much consideration, the Treasurer recommends that Dynamix Energy Services provides products that will meet current and future energy efficient needs and goals when utilizing the Facilities Management eXpress Software (FMX) combined with a custom Energy Management Control Algorithms and Energy Dashboard; and

WHEREAS, the products provided by Dynamix Energy services are only available from a sole source;

NOW THEREFORE BE IT RESOLVED by the Circleville City Schools District Board of Education as follows:

1. The Board determines that the energy products offered by Dynamix Energy Services are available from a sole source (Dynamix Energy Services) and waives competitive bidding for the energy project, as permitted by Ohio Revised Code Section 3313.46(B)(2).
2. The Board authorizes the Superintendent and Treasurer to sign the project agreement prepared for the Retro-Commissioning and Controls Energy project with Dynamix Energy Services, which has a total contract sum of Four Hundred Sixty Four Thousand One Hundred Seventy Four Dollars (\$464,174.00)

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board approved foreign exchange student, Cheuk Lan Chan, from Hong Kong, to be placed in our district through the AFS program. The host family will be the Michael Evans family.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

On a motion by Mrs. DeLong, seconded by Mr. Bradhurst, the Board approved the contract with Dr. Dianne McCune, "The How 2 Doc" for the 2017 - 2018 school year as presented for \$37,500.00.

### Proposal for Educational Consulting Circleville City Schools September 2017 – May 2018

Proposed consulting package for 7 days per month from September through May 2018:

- ❖ Two days to review data that has been collected and formulated for review. (1 day for Pre-K through 5<sup>th</sup> grades & 1 day for grades 6-9) The data will be collected and analyzed by administration into a format so Dianne can diagnose & prescribe the next phase of instruction - September 2017. The data to be collected by school administration as prescribed by Dianne. (no charge)
- ❖ Sixty-three in classroom instructional days where Dianne will model strategies as well as coach individual teachers. The Sixty-three instructional days will include seven days each month beginning September 2017 and concluding in early May 2018. Four days per month will be PreK-5 and three days per month will be in 6-9 grades.
- ❖ Upon request by Circleville City Schools, Dianne McCune will provide one optional Parent Night for no additional charge.
- ❖ Beth Sloan will be flown in and compensated by Dr. Dianne as part of this contract agreement for one professional development day. (Date to be determined)
- ❖ Unlimited support access to Dr. Dianne through email. [TheHow2Doc@yahoo.com](mailto:TheHow2Doc@yahoo.com)

Package Price: \$ 37, 500 (Repeat client discount of 40% applied)

**Outline of Consulting Services are customized and tailored  
to the specific needs of the schools.**

#### Program Overview

Dr. Dianne's program provides the missing piece of "How" to teach the "What"—the rigorous content and processes now required across the United States. This program is designed to span all grades from pre-school through High School and ranges from inclusive General Education classrooms to special areas of gifted and special education to professional development for teachers.

Dianne's inquiry approach to teaching is easily incorporated with a variety of curricula. It is readily adaptable to classroom learning as well as extra-curricular activities.

Details will be outlined upon request for school year 2017-2018.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Mr. Stevens, the Board approved authorization of META Solutions to advertise and receive bids for school bus chassis and bodies.

Whereas, the Circleville City School District Board of Education wishes to advertise and receive bids for the purchase of 81 passenger conventional school buses. Therefore be resolved the Circleville City School District Board of Education wishes to participate and authorize META Solutions to advertise and receive bids on said Board's behalf as per the specifications submitted for the cooperative purchase of school buses. This resolution does not obligate the district to purchase the buses.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the board approved the Memorandum of Understanding between Circleville City School District Board of Education and Ohio Christian University regarding clinical/field experience as presented.

### **FIELD EXPERIENCE AND STUDENT TEACHING AGREEMENT**

This is an agreement between the Circleville City School District herein referred to as the school system, and Ohio Christian University, herein referred to as the university, to provide **field** and **student teaching** experiences in the schools of the above-named school district.

This university will be represented by the Chair of the Teacher Education Department or his/her designee. The representative of the school system will be the superintendent or his/her designee.

#### **School System Agrees**

The school system will provide **field** and **student teaching** experiences for the number of students from the university agreed to by both parties each semester or year, who have clear and current BCI & FBI background checks. The **field-based** experiences may include observation, tutoring, serving as classroom aides, and related experiences. The **student teaching** experiences may include planning and teaching lessons, tutoring individuals and small groups, serving as classroom aides and related experiences. The administration of programs involving student teaching experiences will be carried out by the Chair of the Teacher Education Department or his/her designee for the university.

Much responsibility for guiding the university student through **field** and **student teaching** experiences rests with the cooperating teacher. Accordingly, the work of the cooperating classroom teacher is vital to the success of these experiences. Cooperating teachers should be chosen with care and they should be given all possible support and assistance in their work with university students by both the school system and by the university.

Cooperating teachers will be nominated by the designated school official and accepted by the designated university official. All teachers nominated will have given their consent for nomination. To qualify as a cooperating teacher for, the teacher will meet the following guidelines:

- Master's Degree, holding the appropriate provisional or professional certificate or a professional license.
- Minimum of 3 years teaching experience at that grade level with at least one year in the school system and building where currently serving.
- Constructivist background in education.
- Recommended by his/her building principal as being a master teacher who has command of the subject and is likely to communicate well with a future teacher.

Cooperating teachers will be expected to evaluate the student on the basis of guidelines supplied by the university and approved by the school system.

#### **The University Agrees**

*Let it be acknowledged that:*

**Field students** will be available to assist cooperating teachers in routine duties related to teaching. These duties include limited supervised teaching, helping grade papers, taking attendance, keeping records, assisting in playground and lunchroom supervision, and giving instructional help to students who are in need of such assistance. **Field students** will not serve as substitute teachers when the regular teachers are absent.

**Student teachers** will be available to assist cooperating teachers in routine duties related to instruction. These duties include teaching under the supervision of the cooperating teacher, grading papers, keeping records, playground and lunchroom supervision, providing tutorial instruction for students who need special help, and, when ready, teaching classes when the cooperating teacher is absent from the classroom, but available elsewhere in the school building. **Student teachers** will not normally serve as substitute teachers when the regular teachers are absent.

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

Before the placement of any student is complete, the cooperating teacher will be supplied with a data sheet of essential information about the student, and the cooperating teacher, in cooperation with the school system, may have the option of accepting or rejecting the student.

Guidelines for cooperating teachers will be supplied via the course syllabus. Cooperating teachers' questions should be addressed to the instructor of the course. E-mail addresses for the instructors should be available on the syllabus.

As agreement to this contract, please sign, date and return to the Teacher Education Office, c/o Ohio Christian University, 1476 Lancaster Pike, Circleville, OH 43113, or by email to [viones3@ohiochristian.edu](mailto:viones3@ohiochristian.edu) or [celder@ohiochristian.edu](mailto:celder@ohiochristian.edu).

### The Parties Mutually Agree

The effective date of this agreement is August 1, 2017. The agreement is subject to annual review, which will be concluded by August 1<sup>st</sup> of each year by both the cooperating school system and university. If neither party notified the other in writing of a desire to review this agreement prior to the June 30 deadline, this agreement will automatically be extended for the following school year.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the board approved the following contracts for the education of special needs students for the 2017 - 2018 school year, as presented:

- Ross County Board of Developmental Disabilities - for music therapy - \$75.00 per hour per student, for a maximum of 200 hours (55 students)



### Ross County Board of DD and the Circleville City School District 2017-18 Service Contract A

#### Introduction

It is the mission of the Ross County Board of Developmental Disabilities to improve lives by supporting choices of people through community partnerships and quality services. We believe that our partnership with the Circleville City School District enhances our mission through a collaborative effort of providing Special Education services for individuals with disabilities.

#### Subscribers

- The Ross County Board of Developmental Disabilities (RCBDD)
- The Circleville City School District

#### Services to be provided by RCBDD as agreed upon by both parties:

- Licensed Music Therapist for small group and individual services
- Professional development/consultation for staff
- Access to RCBDD community events

#### Rate:

Services will be reimbursed to the RCBDD at the hourly rate of \$75.00 for up to a maximum of 200 hours.

#### Documentation of Service

Documentation of services will be made available to Circleville City School District. All services will be documented with:

- Service description
- Dates of Services Rendered
- Time of Services Rendered
- Provider Title and Credentials
- Signatures of subscribing staff for rendered services

#### Effective Date

This service contract shall become effective upon signature of both subscribers and shall remain in effect until June 30, 2018.

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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- The Learning Spectrum - for educational services - \$30,000.00 educational cost, \$7,350.00 Therapy Services per year per student (1 student)



125 Dillmont Dr  
Columbus, Ohio 43235  
(614) 844-5433

[www.thelearningspectrum.com](http://www.thelearningspectrum.com)

### Educational Services Agreement

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

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

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

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

Educational services in a naturalist setting Monday thru Thursday 9:00am-3:30pm and Fridays 9:00am-2:00pm for the 2017-2018 school year. All necessary IEP consults and quarterly reports included.

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

\$30,000.00

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

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

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

**3. WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.



# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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**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.

### Therapy Services Agreement

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

WHEREAS,

- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.

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

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

60 minutes each Speech and Occupational Therapy during 2017-2018 school year through 1:1 and small group learning. All IEP quarterly reports and suggest goals included.

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

\_\_\_\_\_ \$7350.00 \_\_\_\_\_

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

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

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

**3. WAIVER OF LIABILITY/RELEASE.** The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

**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.

- South Central Ohio ESC - for audiology services (2 students) and vision services (1 student) - \$225.00 per ½ day per student



Sandy Mers, Superintendent

522 Glenwood Avenue  
New Boston, OH 45662  
Phone: 740.354.7761  
Fax: 740.353.1882

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### 2017-2018 Audiology & TVI/COMS Services

Memorandum of Understanding by and between South Central Ohio Educational Service Center and Circleville City School District.

This agreement is entered into this 1st day of August 2017 and will remain in effect through the 30<sup>th</sup> day of June 2018.

Whereas, the Circleville City School District has identified the need for Audiology, Teacher of the Visually Impaired (TVI) and Orientation & Mobility (COMS) Services; and

Whereas, the South Central Ohio Educational Service Center is willing to provide said services;

Now, therefore, be it mutually understood and agreed that the South Central Ohio Educational Service Center will provide said services for the period identified above at a cost of \$225.00 per half day. All individual student evaluations to determine the need for services shall include billable time to complete the total assessment. It is understood that all fees will be invoiced quarterly by the ESC.

Either party may void this Memorandum of Understanding within thirty (30) days of notification to the other party.

As agreed to this 1<sup>st</sup> day of August 2017 by these authorized representatives.

- Step By Step - educational services (1 student) - \$6,000.00 per month, \$60,000.00 annually

**Step By Step Academy, Inc.**  
445 E. Dublin-Granville Road/Building G  
Worthington, OH 43085 614-436-7837

#### SERVICE AGREEMENT

This Agreement is by and between the Circleville City Schools (the "District"), and Step By Step Academy, Inc. ("SBSA").

#### **I. PURPOSE.**

This Agreement is intended to establish a contractual relationship between the District and SBSA pursuant to which SBSA will provide services for Christian Hill as specified under the terms set forth in this Agreement.

#### **II. TERM.**

This Agreement is effective August 7, 2017, and will remain in effect through June 1, 2018 unless terminated as provided within this Agreement.

#### **III. AUTHORITY TO CONTRACT.**

Each party assures it possesses legal authority to contract concerning the contractual obligations referenced in this Agreement.

#### **IV. CONSIDERATION AND SERVICES PROVIDED.**

In consideration of the promises, each to the other, herein contained and for good and valuable consideration, it is hereby agreed as follows:

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

In consideration of the promises, each to the other, herein contained and for good and valuable consideration, it is hereby agreed as follows:

- A. During the term of this Agreement, SBSA will provide the District with:
- Individualized educational services according to the student's IEP. The student will have full access to specially-trained staff, adapted curriculum, and specialized facilities designed to educate the student in the least restrictive environment possible and behavioral support throughout the day using the principles and procedures of Applied Behavior Analysis (ABA). Services will be available for up to 6 hours per day, 5 days per week following the Step By Step's schedule. The tuition for this service will be \$6,000.00 per month paid to SBSA.
- B. SBSA, and any service provider supplied by SBSA to perform the services specified in this Agreement, shall perform those services in accordance with SBSA's and/or the service provider's own methods and will be subject to the control of the District only as to the end product or final result of such services, not as to the means whereby it is to be accomplished.
- C. **PAYMENT FOR SERVICES:** SBSA agrees to invoice the District for agreed-upon-services upon completion. It is agreed that the invoice will not be submitted prior to completion of services contained in Section IVA, above. It is agreed payment for services will be itemized, calculated and submitted to the District monthly. Payment for services will be made by the District monthly to SBSA by the 28<sup>th</sup> of every month for the previous month's service hours.

#### V. Independent Contractor Relationship.

It is agreed that the legal relationship between SBSA and the District, and between SBSA's service provider(s) and the District, is of a contractual nature. Both SBSA and the District assert and believe that SBSA and the individual service providers it supplies to the District to perform the services specified in this Agreement are acting as independent contractors to the District in providing those services. SBSA and its individual service providers are at all times acting as an independent contractor and not as subcomponents, officers, agents, or employees of the District. As an independent contractor, SBSA and its officers and employees and individual service providers are not entitled to any current or future benefits provided to employees of the District, except as otherwise provided in this contract. Further, the District shall not be responsible for withholding of social security, federal and/or state income tax, or unemployment compensation from payments made by the District to SBSA.

#### VI. ASSIGNMENT.

Neither this Agreement nor any rights or responsibilities shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### VII. SUBCONTRACTING.

Except as otherwise provided in this Agreement, none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

#### VIII. VENUE AND CHOICE OF LAW.

This Agreement shall be interpreted under and governed by Ohio law. Venue for judicial or arbitral construction shall only be proper in Franklin County, Ohio.

#### IX. WAIVER OF BREACH.

If either party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches. The failure or delay of the District or SBSA to enforce any rights under this Agreement does not affect the District's or SBSA's right at a later time to enforce such rights.

#### X. TERMINATION OF AGREEMENT.

Without cause, SBSA may terminate this agreement at any time upon 30 days' written notice to the District. Without cause, the District may terminate this agreement upon 30 days written notice to SBSA. If the District chooses to terminate, SBSA will not be required to fulfill payment of services not delivered beyond date of termination of contract. Notwithstanding anything contrary contained in this agreement, SBSA may terminate this agreement upon two weeks' notice to the District should any of the following events occur:

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

- SBSA's decision to terminate its business and liquidate its assets.
- Bankruptcy or chapter 11 reorganization of SBSA.
- The merger or consolidation of SBSA with another company.

As provided in Section IVA, above, prior to the expiration of this Agreement, SBSA and the District may agree to replace this Agreement with a new agreement for services as determined by the parties as a result of interim progress evaluations.

### XI. AMENDMENTS TO AGREEMENT.

The District and SBSA may mutually agree to amend this Agreement. In order to effectuate an amendment, proposed changes must be ratified by both parties in accordance with the legal requirements governing such ratification, reduced to writing, duly signed and attached to the original of this agreement. This Agreement shall be subject to renegotiation upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations.

### XII. NOTIFICATION.

Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

THE DISTRICT:  
Circleville City Schools  
388 Clark Drive  
Circleville, OH 43113

SBSA:  
Step By Step Academy, Inc.  
445 E. Dublin-Granville Road/Building G  
Worthington, OH 43085

### XIII. SECTION HEADINGS.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

### XIV. DISPUTE RESOLUTION.

#### A. Negotiation.

If a dispute arises out of or relates to this Agreement, the parties agree that senior management will try in good faith to settle the dispute within fourteen (14) calendar days thereafter before resorting to mediation administered by the American Arbitration Association under its Commercial Mediation rules.

#### B. Mediation and Arbitration.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct negotiations of the parties within the fourteen (14) calendar day period specified above, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before a single mediator administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Once the parties have invoked the mediation process, either party may choose to discontinue that mediation process at any time and commence arbitration. However, the parties may choose to continue to mediate, if mutually agreeable, notwithstanding the fact that they have commenced the arbitration process.

Upon the commencement of the arbitration process, the unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof under the terms of Section VIII of this Agreement. At any time, the parties may mutually agree to discontinue the dispute resolution procedures addressed in this Agreement.

#### C. Selection of Neutral.

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

---

Mediation hearings and arbitration hearings shall be conducted before a single neutral selected using the processes specified in the American Arbitration Association's Commercial Mediation Rules and Commercial Arbitration Rules, respectively.

In the case of mediation, the parties will submit a Request for Mediation to the American Arbitration Association and the Association will choose and appoint a mediator to assist the parties.

In the case of arbitration, the parties will use the AAA's listing process pursuant to which the AAA administrator will provide each party with a list of proposed arbitrators. Each party will then strike any names they deem to be unacceptable, number the remaining names in order of preference, and return the list to the Association. The AAA will ask arbitrators to serve from among those names remaining on the list, in the designated order of mutual preference.

**D. Authority of Mediator.**

The mediator shall not have the power to issue a binding decision upon the parties.

**E. Authority of Arbitrator.**

The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The arbitrator shall only address the issue(s) presented by the parties. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

**F. Costs.**

The costs of any proof produced at the direction of the mediator or arbitrator, and the rent, if any, for hearing room shall be borne equally by each party. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. All costs directly related to the services of the mediator and/or arbitrator shall be split equally between the parties.

**G. Performance to Continue During Dispute.**

Performance of this Agreement shall continue during dispute resolution proceedings. No payment due or payable by a party shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

**H. Calculation of Time Limits.**

The time limits set forth in this Section XIV of this Agreement shall be deemed to commence with the delivery of written notice by one party to the other party indicating the existence of a dispute arising out of or relating to this Agreement, or the breach thereof. The parties may extend any time limit specified in this Section XIV of this Agreement by mutual, written agreement.

**XV. WHOLE AGREEMENT.**

This writing, consisting of 6 (six) pages contains the entire Agreement between SBSA and the District regarding SBSA's provision of the services identified in this Agreement during the contract term August 7, 2017 through June 1, 2018. All other agreements between these parties concerning this subject matter and contract term, whether written or oral, are void.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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On a motion by Mr. Stevens, seconded by Mr. Bradhurst, the board approved the AccentCare contract for health care services for a special needs student for the 2017 - 2018 school year, as presented: \$37,000.00

### AGREEMENT

**This agreement made of the 4th day of August, 2017-by and between AccentCare Home Health of CA. Inc. (Provider) a duly licensed and certified provider of Home Health Services in Ohio, located at 119 South Court Street, Circleville, Ohio and Circleville City School District, located at 388 Clark Drive, Circleville, Ohio**

**The "Provider" shall provide a nurse to accompany \_\_\_\_\_ for approximately 7 hours per day, 5 days per week; these hours will be billed to Circleville City Schools.**

**During the period of time the nurse is with the patient to, during and returning home by bus, the school is responsible to reimburse the "Provider", AccentCare Home Health a rate of \$30.00 per hour.**

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

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

**This agreement shall continue in full force for the 2017-2018 school year and effect thereafter until it is terminated by either party giving the other (30) days written notice of such termination, with or without cause. If the parents no longer need the services of AccentCare Home Health this contract will be immediately null and void.**

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

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – abstain

On a motion by Mrs. DeLong, seconded by Mrs. Rothe, the board approved the contract with Future Think (formerly DeJONG-HEALY) to provide an updated report on enrollment projections, housing and population trends, at a cost of \$6,000.00.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Bradhurst, seconded by Mrs. DeLong, the board approved the purchase of a school vehicle at a cost of \$11,773.50 as presented:

- 2013 Chevy Malibu LS, VIN #1G11B5SA3DF348579

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

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Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Reeser, seconded by Mrs. DeLong, the board approved the joint purchase of a Belgian Malinois Canine in partnership with the Pickaway County Sheriff and the other Pickaway County School Districts at a cost of \$2,000.00.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Mr. Bradhurst, the board approved the 2017 - 2018 Bus Routes as presented.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the board approved the 2017 - 2018 Substitute Teacher list from the Pickaway County ESC as presented.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Mrs. DeLong, the board approved the School Resource Officer Compensation Agreement as submitted for the 2017 - 2018 school year. The City and the School District agree to the compensation of \$40,000.00, which will be paid in two (2) installments to the Circleville City Division of Police for the services of the School Resource Officer.

#### **School Resource Officer Compensation Agreement**

The City of Circleville Division of Police and the Circleville City School District have agreed to have a School Resource Officer for the 2017-2018 School Year. The agreement allows for an Officer of the Circleville Police to be assigned for 190 days as the primary officer for the school district. This officer reports to the school as the duty station for the day.

The City and the School District agree the compensation of Forty Thousand Dollars (\$40,000.00) will be paid to the City of Circleville Division Of Police for the services of the School Resource Officer. This will be billed in two installments of \$20,000 at the winter break and at the last day of the School Year.

Additional costs for services, (Overtime at the request of the School District) outside the agreement will be billed at the officer regular overtime rate. This will also be billed in two installments as part of the normal billing process. Overtime will be for events or in circumstance where the School requires the School Resource Officer to be present outside the basic agreement.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

# BOARD OF EDUCATION REGULAR MEETING

## August 9, 2017

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the board approved the 2017 - 2018 College Credit Plus Agreement with Southern State Community College for CCP courses to be delivered at CHS by high school teachers at \$41.50 per credit/per student as presented.



**Contact Information** **\*SPRING Semester Course**

High School:	Circleville High School		Fax#:	740.477.5571
Address:	380 Clark Drive, Circleville, OH 43113		AC Year End Date:	May 24, 2018
Phone#:	740.474.4846		Couns/Contact Email:	<a href="mailto:kara.schooley@ccsd.com">kara.schooley@ccsd.com</a> or <a href="mailto:vicki.scott@ccsd.com">vicki.scott@ccsd.com</a>
AC Year Begin Date:	August 17, 2017		Principal Email:	<a href="mailto:christian.mcclellan@ccsd.com">christian.mcclellan@ccsd.com</a>
ISS Counselor/Contact:	Kara Schooley or Vicki Scott		SSCC Coordinators:	J.R. Roush or Amy McClellan
ISS Principal:	Chris Thornsley		Emails:	<a href="mailto:jroush@sscc.edu">jroush@sscc.edu</a> or <a href="mailto:amcclellan@sscc.edu">amcclellan@sscc.edu</a>

**Course Information**

SSCC Course Title:	Introduction to Chemistry		Credit Hours:	5
Course Number(s):	CHEM 1120		Course End Date:	May 5, 2018
Course Begin Date:	January 8, 2018	Course End Date:	May 5, 2018	
Mid-Term Grades Due:	March 13, 2018	Final Grades Due:	May 8, 2018	

**Instruction Information**

On-site Instructor:	Nathan Cotton	Instructor Email:	<a href="mailto:nathan.cotton@ccsd.com">nathan.cotton@ccsd.com</a>
SSCC Division Coordinator:	Don Storer	SSCC D.C. Email:	<a href="mailto:dstorer@sscc.edu">dstorer@sscc.edu</a>
SSCC Div. Coord. Signature:		Date:	
Textbook/ISBN#:	Chemistry: Matter and Change ISBN# 0-07-866419-5	Publisher/Edition:	McGraw Hill, 2005 edition

PLEASE NOTE: Textbook changes/updates could occur. Contact SSCC bookstore (1492mar@follett.com) for most recent updates.

**Course Funding**

CCP-Course delivered at HS w/HS Faculty (\$41.50 per credit/per student - FY16)

CCP-Course delivered at HS w/SSCC Faculty (\$83 per credit/per student - FY16)

**Other**  
 Student Requirements: See admission criteria at: <http://www.sscc.edu/admissions/guidelines/college-credit-plus.shtml>

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Bradhurst, seconded by Mrs. Rothe, the board approved the resignation of Robert Wright with an effective retirement date of December 1, 2017 as presented.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

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

**Requisitions Over \$5,000:**

- COUGHLIN AUTOMOTIVE - Purchase of School Vehicle - \$11,773.50
- CUMMINS BRIDGEWAY - Repairs to CHS generator - \$6,828.21
- DYNAMIX ENERGY SERVICES - retro-commissioning and control for HVAC and lighting - \$464,174.00
- DR. DIANNE MCCUNE - educational consulting - \$37,500.00
- HAPARA, INC - Chromebook monitoring for 17 - 18 school year ( CHS & CMS) - \$7,818.75
- DEERE COMPANY - John Deere gas gator - \$8,261.76

**Annual Blankets:**

- ARBOR COUNSELING - FY18 counseling services for New Hope (Auxiliary Grant Funds) - \$18,000.00
- FAIRFIELD COUNTY ESC - FY18 tuition for special needs student - \$30,000.00
- FUTURE THINK - FY18 project fee, reimbursable & additional expenses - \$6,000.00



**BOARD OF EDUCATION REGULAR MEETING**  
**August 9, 2017**

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- THE LEARNING SPECTRUM - FY18 educational & therapy services - \$37,350.00
- PICCA - FY18 Transportation for Special Needs Students - \$15,000.00
- ROSS COUNTY BOARD OF DD - FY18 music therapy - \$15,000.00
- SOUTH CENTRAL OHIO ESC - FY18 audiology services & visual services - \$6,750.00
- TRI-STAR TRANSPORTATION - FY18 transportation for special needs student - \$43,000.00
- CITY OF CIRCLEVILLE POLICE DEPARTMENT - FY18 compensation for resource officer - \$41,000.00 (includes overtime as needed; \$1,000.00 )
- STEP BY STEP - FY18 educational cost for special needs student - \$60,000.00
- ACCENTCARE - FY18 health care services for special needs student - \$37,000.00

**After the Facts:**

- CUMMINS BRIDGEWAY - service generators for CHS & CMS - \$185.84
- KROGER - CBI incentive cards - \$1,054.50
- OHIO ASSOCIATION FOR PUPIL TRANSPORTATION - membership dues - \$35.00
- OHIO DEPARTMENT OF COMMERCE - service renewal fee - \$247.25
- PICKAWAY COUNTY ESC - study cubicles - \$240.00
- SHERWIN WILLIAMS - paint & painting supplies - \$318.16
- SHALLOW CREEK KENNELS, INC - service dog - \$2,000.00
- VISA - annual renewal of Wufoo online forms - \$599.00

**Student Activity Budget and Philosophy for 2017 - 2018 School Year:**

- Class of 2019 (budget revision only)

**Establish Fund:**

- |                                       |               |
|---------------------------------------|---------------|
| • Class of 2021                       | Fund 200-9121 |
| • New Hope Auxiliary Grant - FY 18/19 | Fund 401-9118 |

Mr. Stevens – yes; Mr. Bradhurst - ab; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – abstain

On a motion by Mr. Bradhurst, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 7:45p.m.

Mr. Stevens – yes; Mr. Bradhurst - ab; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

  
\_\_\_\_\_  
President

ATTEST

  
\_\_\_\_\_  
Treasurer