

Chippewa Local School District
Board of Education Regular Meeting
Chippewa Jr/Sr High School Auditorium
Monday, January 8, 2024
6:00 p.m.

MEETING MINUTES

I. OPENING

A. Call to Order :: Moment of Silence :: Pledge of Allegiance

B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Mertic, Mr. Schafrath

RESOLUTION 004-24

C. Motion to approve the minutes from the December 11, 2023 Regular Meeting.

Motion to approve by Schafrath and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes

CARRIED

II. PUBLIC PARTICIPATION - none

III. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

A. Student of the Month

Hazel Harvey

Kindergarten: Drew Steiner and Bryce Weaver

Grade 1: Eli Brod and Reid Stoll

Grade 2: Katharine Bower and Avery Cline

CIS

Grade 3: Keith Petit and Noah Goson

Grade 4: Kennedy Schultz and Graham Rethmel

Grade 5: Samantha Pond and Breiden Gault

Grade 6: Leila Nemchev and Jaxson Keating

B. Needle Mover - Patricia Barr

IV. CONSIDER APPROVAL OF DONATIONS – no donations

V. TREASURER’S UPDATE & ACTION ITEMS

A. Treasurer’s Comments

- FY 2023 Audit has been submitted to the State for review.
- Scheduling post-closing Audit meeting with RAE & Associates.

B. Action Items

RESOLUTION 005.1-24

1. Upon consideration to approve the December 2023 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes

CARRIED

RESOLUTION 005.2-24

2. Upon consideration to approve the district’s annual membership to Ohio School Boards Association (OSBA) for January 1, 2024 – December 31, 2024 in the amount of \$5,323.00, PO# 24000815.

Motion to approve by Mertic and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 005.3-24

3. Upon consideration to approve the Tax Budget for the fiscal year commencing July 1, 2024 and ending June 30, 2025 per Exhibit 1.

Motion to approve by Golub and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 005.4-24

4. Upon consideration to approve SeibertKeck Insurance as the Agent of Record for the District’s commercial insurance package per Exhibit 2.

Motion to approve by Schafrath and 2nd by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic abstain, Schafrath yes **CARRIED**

VI. SUPERINTENDENT’S UPDATES:

A. School Board Presentation-France Trip 2025

- 7TH Trip, 4th with same agency
- Cost is approximately \$4K per student
- 1 Chaperone > 6 Students

B. Athletic Facilities (Handout)

VII. SUPERINTENDENT’S AGENDA

RESOLUTION 006-24

- A. Upon consideration to approve the Amended Contract with Garmann Miller for Criteria Architect Services

WHEREAS, pursuant to Sections 153.65 et seq. of the Ohio Revised Code and Resolution No. 059-020, the Board of Education of Chippewa Local School District evaluated and ranked Garmann Miller as the responding firm most qualified to provide criteria architect services for the Chippewa Intermediate School Modifications and Additions project; and

WHEREAS, pursuant to Section 153.69 of the Ohio Revised Code and Resolution No. 71-20, the Board of Education negotiated and approved a contract for said criteria architect services with Garmann Miller; and

WHEREAS, the preferred location of the additions for the Intermediate School has changed due to programming changes and renovations in the multi-purpose space, necessitating an amendment to the existing contract with Garmann Miller for criteria architect services for the project; and

WHEREAS, the Board has negotiated a mutually acceptable amendment to the contract with Garman Miller for criteria architect services for said project, a copy of which is attached hereto and incorporated by reference as if fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Chippewa Local School District, Wayne County, Ohio, that the foregoing recitals are incorporated by reference as if fully set forth herein and as follows:

Section 1. Approval of Contract. Pursuant to Section 153.69 of the Ohio Revised Code, the Board of Education hereby approves the attached amended contract with Garman Miller to provide criteria architect services for the Chippewa Intermediate School Modifications and Additions project.

Section 2. Approval and Execution of Related Documents. The President or Vice-President and Treasurer of this Board and the Superintendent, or such other School District officials as shall be designated by those officials, as appropriate, are each authorized and directed to execute the amended contract with Garmann Miller and other necessary documents, and to take such other actions as are desirable, advisable, necessary, or appropriate, to acquire the criteria architect services for the project.

Section 3. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified, and confirmed.

Section 4. It is hereby found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board of Education that resulted in such formal actions were held in meetings in compliance with the law.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption. (Exhibit 3)

Motion to approve by Golub and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 007-24

B. Upon consideration to approve the 3 year agreement of Lightspeed Classroom Management + Alert + Filter Bundle software through TCCSA, in the amount of \$18,849.00. (Exhibit 4)

Motion to approve by Golub and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 008-24

C. Upon consideration to approve a 6 month retainer for Allerton Hill Communications for communications and consulting services, at \$5,000.00 per month. (Exhibit 5)

Motion to approve by Mertic and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

VIII. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 009-24

A. Upon consideration to approve the 3 year School Photography Service Agreement with Cavanaugh Photography. (Exhibit 6)

B. Upon consideration to approve Kristin Johnson early graduation, December 2023. (Exhibit 7)

C. Upon consideration to approve The Daily Record newspaper as the official publisher of legal notices.

D. Upon consideration to approve the District Open Enrollment policy for the 2024-2025 school year, Board Policy JECBD. Registration for new students begins on April 1, 2024 and ends June 30, 2024 for the 2024-2025 school year.

E. Upon consideration to approve the following law firms as legal counsel firms for the Chippewa Local School District:

Peters, Kalail, & Markakis Co., L.P.A.

Bricker Graydon LLP

McGown & Markling: Attorneys at Law

- F. Upon consideration to approve the renewal of membership with Ohio School Council, and approve the Superintendent as a voting member.
- G. In reference to board policy CBAA and CEAA-R, Mr. Matt Rodriguez will serve as superintendent pro tempore January 1, 2024-December 31, 2025.
- H. Upon consideration to approve the agreement with GovDeals to auction off or discard items that no longer have use or value to the district. (Exhibit 8)
- I. Upon consideration to approve Alexis Davidson extended contract hours, as needed, beginning January 4, 2024.
- J. Upon consideration to approve the MOU between Anazao and Chippewa Local Schools for the 2023-2024 school year, up to \$65,000. (Exhibit 9)

Motion to approve by DeAngelis and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

IX. BOARD DISCUSSION - none

X. NEW BUSINESS - none

XI. EXECUTIVE SESSION – not needed

XII. MOTION TO ADJOURN

Motion to adjourn by Golub and 2nd by Mertic

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

Time: 6:45 pm

NOTE: The next Regular Meeting will be held on February 12, 2024 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

APPROVED:

Kendra H Fenn

PRESIDENT

DATE:

02/12/2024

Jim A. Hammer

TREASURER

Transformation of Chippewa Athletic Facilities \$3,215,000.00



**ACTUAL
AMOUNT SPENT**

10	Multipurpose Athletic Facility	\$500,000	\$144,182.28
20	Maintenance/Replacement Fund	\$250,000	(\$53,000)
30	Baseball Stadium	\$80,000	\$15,550
40	Stadium Upgrades	\$300,000	\$72,000
50	Track Resurface	\$500,000	
40	Tennis Court	\$100,000	\$47,500
30	Softball Field Relocation	\$300,000	\$219,859.63
20	Wrestling Room	\$75,000	\$39,550
10	Stadium Locker Room Facility	\$450,000	\$58,000
	Stadium Turf	\$760,000	\$760,000

Chippewa Athletic Facilities
Transformation Project

ALTERNATIVE TAX BUDGET INFORMATION

EXHIBIT 1

Name of School District: CHIPPEWA LOCAL SCHOOL DISTRICT

For the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025

Fiscal Officer Signature _____ Date: January 8, 2024

County of WAYNE

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

Alternative Tax Budget Information Filing Deadline

The fiscal officer for each school district must file one copy of this document with the County Auditor on or before January 31, 2024. [Note: The traditional deadline for submission of the tax budget has been January 20. There is the potential for flexibility on this date as a result of HB 129 depending on the needs of the Budget Commission, but in order for them to be on track with the certificate of available resources, the date may need to be very close to January 20].

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
 (List All Levies Of The Taxing Authority)

Fiscal Year 2025

Funds (General, Permanent Improvement, Other)

SCHEDULE 1

Fund	Purpose	Authorized By Voters On MM/DD/YY	Levy Type	Number Of Years Levy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized
General Fund	Inside	n/a	Inside millage	n/a			4.200
General Fund - Voted	Current Expense	1976	Continuance	n/a			18.700
General Fund - Voted	Current Expense	6/1/1978	Continuance	n/a			5.000
General Fund - Voted	Current Expense	5/1/1995	Continuance	n/a			9.600
Debt Service	Special Purpose	11/1/2015	Bond	30	2015 - 2044	2016 - 2045	3.900
Facility Maintenance	Special Purpose	11/1/2015	Perm Improv	30	2015 - 2044	2016 - 2045	0.500
Totals							41.900

STATEMENT OF FUND ACTIVITY

For the Year Commencing July 1, 2024 and Ending June 30, 2025

Chippewa Local School District

SCHEDULE 2

FUND: 001 - GENERAL FUND

DESCRIPTION	Prior Fiscal Year 2023 ACTUAL	Current FY 2024 ESTIMATE	Budgeted FY July 1-June 30 2025 ESTIMATE		
Beginning Unencumbered Fund Balance	\$8,250,643.00	\$8,935,514.00	\$9,108,135.00		
Revenues: Property Taxes Includes Homestead/Rollback	\$6,444,635.00	\$6,444,409.00	\$6,818,273.00		
Income Tax	\$2,584,432.00	\$2,584,432.00	\$2,636,121.00		
Other Receipts	\$6,065,330.00	\$6,046,552.00	\$6,027,041.00		
Transfers In	\$0.00	\$0.00	\$0.00		
Total Resources	\$23,345,040.00	\$24,010,907.00	\$24,589,570.00		
Total Expenditures & Encumbrances	\$14,409,526.00	\$14,902,772.00	\$15,404,480.00		
Ending Unencumbered Fund Balance	\$8,935,514.00	\$9,108,135.00	\$9,185,090.00		

FUND: 002 - Bond Retirement Fund

DESCRIPTION	Prior Fiscal Year 2023 ACTUAL	Current FY 2024 ESTIMATE	Budgeted FY July 1-June 30 2025 ESTIMATE		
Beginning Unencumbered Fund Balance	\$466,055.00	\$397,804.00	\$340,660.00		
Revenues: Property Taxes Includes Homestead/Rollback	\$827,738.00	\$830,000.00	\$840,000.00		
Income Tax					
Other Receipts					
Transfers In	\$0.00	\$0.00	\$0.00		
Total Resources	\$1,293,793.00	\$1,227,804.00	\$1,180,660.00		
Total Expenditures & Encumbrances	\$895,989.00	\$887,144.00	\$883,944.00		
Ending Unencumbered Fund Balance	\$397,804.00	\$340,660.00	\$296,716.00		

FUND: 003 - Permanent Improvement Fund

DESCRIPTION	Prior Fiscal Year 2023 ACTUAL	Current FY 2024 ESTIMATE	Budgeted FY July 1-June 30 2025 ESTIMATE		
Beginning Unencumbered Fund Balance	\$893,368.00	\$930,586.00	\$653,286.00		
Revenues: Property Taxes Includes Homestead/Rollback	\$122,000.00	\$122,700.00	\$122,700.00		
Income Tax	\$0.00	\$0.00	\$0.00		
Other Receipts	\$421,625.00	\$0.00	\$0.00		
Transfers In	\$0.00	\$150,000.00	\$100,000.00		
Total Resources	\$1,436,993.00	\$1,203,286.00	\$875,986.00		
Total Expenditures & Encumbrances	\$506,407.00	\$550,000.00	\$500,000.00		
Ending Unencumbered Fund Balance	\$930,586.00	\$653,286.00	\$375,986.00		

TAX ANTICIPATION NOTES

Fiscal Year 2025

SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation Note Issue	Name Of Tax Anticipation Note Issue
	N/A	N/A
Amount Required To Meet Budget Year Principal & Interest Payments:		
Principal Due		
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		
Interest Due Date		
Total		
Name Of The Special Debt Service Fund		
Amount Of Debt Service To Be Apportioned To The Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		

CHIPPEWA LOCAL SCHOOL DISTRICT
56 NORTH PORTAGE STREET
DOYLESTOWN, OHIO 44230-1398

Exhibit 2



SUPERINTENDENT'S OFFICE

Mr. Todd Osborn
Superintendent
Phone: (330) 658-6368
FAX: (330) 658-5842

TREASURER'S OFFICE

Mr. Ira D. Hamman, CPA
Treasurer
Phone: (330) 658-6700
FAX: (330) 658-5842

January 8, 2024

Liberty Mutual Insurance Companies
2876 Waycross Rd.
Cincinnati, OH 45240

Re: Chippewa Local School District

Policy Numbers and all renewals thereof:

Package: YU2-Z51-292813-063
General Liability: TB6-Z51-292813-043
Business Auto: AS7-Z51-292813-013
Law Enforcement: R32-Z51-292813-023
School Leaders E&O: R62-Z51-292813-033
Umbrella: TH7-Z51-292813-053

Effective Dates: 02/01/2022 / 2023

To Whom It May Concern:

As of **today**, please recognize SeibertKeck Insurance Partners, located at 2950 W. Market Street, Akron 44333, as our Agent of Record for all lines of business currently in force or submitted by application. This authorization replaces any other authorization that may have been previously completed for any other insurance representative. At the request of the insured, please waive any waiting periods for this request.

SeibertKeck Insurance Partners is authorized to negotiate with any insurance company pertaining to the policy(ies) and shall not be responsible for any return commissions, uncollected premiums, audits or other financial arrangements nor for any current coverage deficiencies in the policy(ies).

This letter also authorizes any underwriter to furnish SeibertKeck Insurance Partners representatives with any information pertaining to insurance contracts, rates, schedules, surveys, reserves, losses, retention or financial data relevant to the policy(ies).

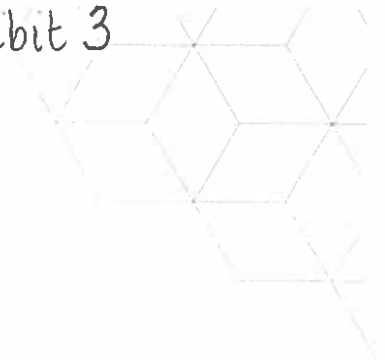
You also acknowledge and agree that we are not responsible for the actions and decisions of the previous agency, agent or its employees regarding the policy(ies).

We acknowledge and agree that SeibertKeck Insurance Partners makes no representation as to the availability of insurance coverage or the reasonableness of its terms. Please contact me directly should you have any questions.

Sincerely,



Exhibit 3



December 8, 2023

Mr. Todd Osborn
Superintendent
Chippewa Local School District
56 North Portage Street
Doylestown, Ohio 44230-1398

Re: Chippewa Intermediate School Modifications and Addition(s)
100 Valley View Road
Doylestown, Ohio 44230

Mr. Osborn:

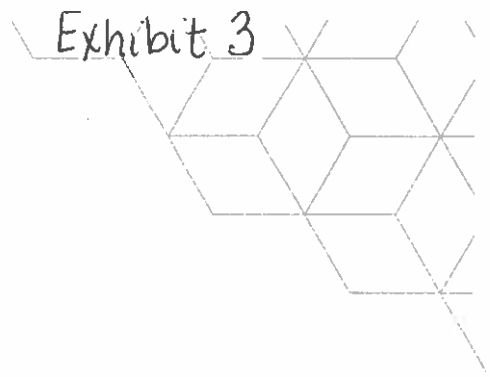
We are excited to continue our work with Chippewa as Criteria Architect for work at the C.I.S. Building! We understand that the preferred location of the addition has changed from the schematic plans developed in 2021 due to programming changes and renovations in the multi-purpose space. The preferred location for the addition is now to the south of the existing building. We understand the program to be eight to ten new classrooms to accommodate kindergarten and first grade, renovation of existing spaces for pre-K classrooms, new or renovated school office space, and consideration for new board office facilities.

As Criteria Architect, Garmann Miller will prepare conceptual plans, specifications, and a rough cost estimate to assist the Owner in connection with the establishment of the design criteria for a design-build project. We will assist the owner in requesting proposals for and selection of a Design-Build Contractor. Also, if requested by the Owner, we may serve as the representative of the Owner and provide construction administration services on behalf of the Owner, including but not limited to, confirming that the design prepared by the design-build firm reflects the original design intent established in the design criteria package.

Since our previous work on your project completed the site documentation and programming, we can forgo the feasibility phase for this design work. We will proceed directly into design and development of the Criteria Documents for your project.

The following is our proposal for fees for each phase:

Feasibility Study	\$ 30,000
Criteria Documents	3% of the construction cost
Construction Administration	Hourly per our standard rates



Since the exact cost-of-work budget has not been determined at this time, we will bill monthly and adjust the total cost as the scope and budget are finalized. We propose using the standard AIA contract C141 (attached) for design-building projects.

Please contact us with any questions. We truly appreciate the opportunity to continue our relationship and look forward to serving the Chippewa School District!

Respectfully,

J. Ted Musielewicz, Associate Principal
Garmann Miller

enclosure



Midland Council of Governments

dba Tri-County Computer Services Association - TCCSA

2125 Eagle Pass
 Wooster, OH 44691
 Phone: 330.264.6047
 Fax: 330.264.5703

Prepared by: Doug Marrah
 marrah@tccsa.net

QUOTE

DATE:	11/29/2023
QUOTE #	
Customer ID	
Valid Until:	12/29/2023

Customer

Chippewa Local Schools
 56 N Portage St.
 Doylestown, OH 44230



DESCRIPTION	Qty	UNIT	AMOUNT
Lightspeed Classroom Management+Alert+Filter Bundle (3year) 1200 licences @ \$15.25/each			18,300.00
3% Administrative Fee	1		549.00

Subtotal \$ 18,849.00

TERMS AND CONDITIONS

1. Please fax or e-mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____
 Print Name:

Other \$ -
TOTAL Due \$ 18,849.00

If you have any questions about this price quote, please contact
 Doug Marrah - marrah@tccsa.net

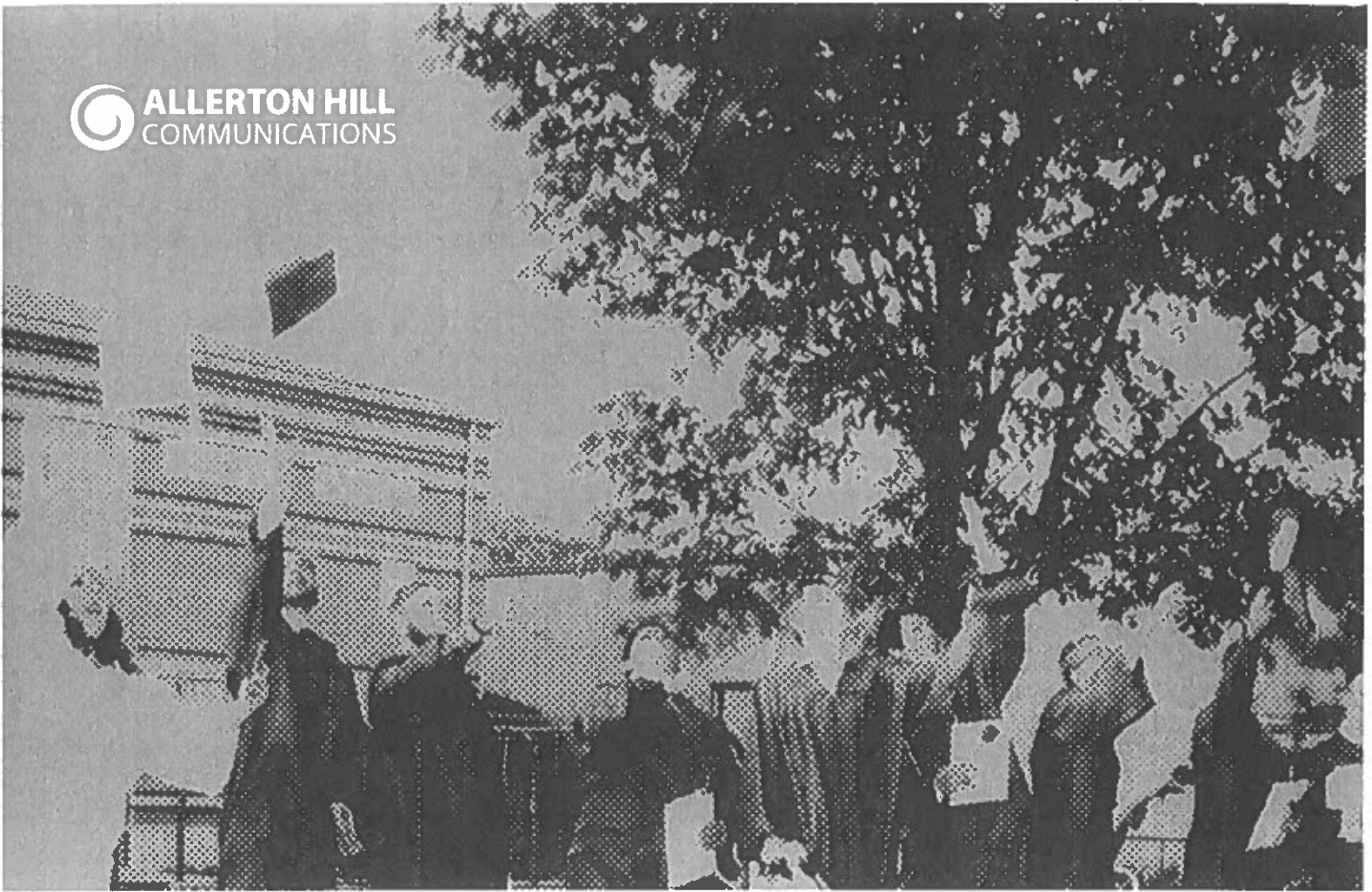


Exhibit 5

CHIPPEWA LOCAL SCHOOL DISTRICT

Retainer for Communication Consulting Services

PREPARED FOR:

Todd Osborn, Superintendent

PREPARED BY:

Joseph Gagne, CEO

December 6, 2023

SITUATION ANALYSIS

Chippewa Local School District (Chippewa Local) is one of Ohio's most tight-knit school districts and communities. Chippewa Local is facing a significant need to increase their communication and outreach to the community. Like Allerton Hill Communications (AHC), the district shares in the belief and need to communicate with the public in a very open and transparent way.

To prepare and meet the mounting needs and challenges facing the district, Chippewa Local must engage its many stakeholders in a strategic manner.

OBJECTIVES

OUR OBJECTIVES FOR THIS PROJECT INCLUDE:

- Assist in the ongoing strategies related to the district's current communication needs
- Offer high-quality, long-term, strategic communications and a marketing and outreach plan so that Chippewa Local is successful in future initiatives
- Offer additional services to assist the district in employing outreach techniques and products in a consistent and creative way

VALUE TO CHIPPEWA LOCAL

- Educate and inform the public and dispel the misinformation that exists
- Assist with targeted, effective research-based messages
- Access to best practices through work with other high achieving and excellent public entities and communities
- Access to more than seventy-five years of marketing and communications experience

MEASURES OF SUCCESS

OUR METRICS WILL INCLUDE:

- Increase the community awareness and understanding of the successes and challenges facing Chippewa Local
- Raise the level of community engagement and dialogue
- Enhance the level of consistent and strategic communications and messaging

COMPREHENSIVE COMMUNICATION CONSULTING \$5,000/MONTH

REVIEW OF CURRENT COMMUNICATION PLAN

Review and offer recommendations regarding the district's current comprehensive long-term communications plan.

SOCIAL MEDIA MANAGEMENT

AHC will manage the district's primary social media platforms. This includes Facebook, Twitter, and Instagram.

DEVELOP AND COMMUNICATE KEY FACTUAL INFORMATION

AHC will work with the district to develop factual points that will help inform the district's stakeholders about the issues facing the school system.

REGULAR CONSULTATION MEETINGS

AHC will conduct regular consulting meetings (both in-person and through video/telephone conference calls) with the district to talk about overall communications strategies and challenges that face the district.

OUTREACH ANALYSIS

Outreach directly relates to the vehicles of communication such as print and electronic media. So, for example, AHC reviews what the district currently issues and assesses the effectiveness based on best practices.

CONTENT DEVELOPMENT

AHC will draft communication pieces as needed and as part of the communication strategy (i.e. newsletter articles, editorials in the newspaper, district communication, graphic design and videos).

PROFESSIONAL DEVELOPMENT

AHC may provide professional development opportunities to the staff, cabinet administrators and/or Superintendent as needed during the school year.

PREVIEW AND EDIT MEDIA RELEASES

A review of all media releases with at least 48-hour's notice prior to releasing.

CRISIS COMMUNICATIONS ASSISTANCE

AHC will be ready to assist Chippewa Local if a crisis occurs. That way Chippewa Local can communicate with the public in a quick, clear, and timely manner.

VIDEO DEVELOPMENT

AHC will work with the district to develop video content that communicates the district's story in a concise and positive manner.

NEWSLETTER DEVELOPMENT

AHC will work with the district to create newsletters that focus on the critical work and issues facing the district.

JOINT ACCOUNTABILITIES FOR COMMUNICATION CONSULTING SERVICES

OUR ACCOUNTABILITY INCLUDES:

- We will respond promptly.
- Adherence to agreed-on deadlines.
- All administrative, travel, and office costs paid for by Allerton Hill Communications, LLC, with no "hidden extras."
- General availability and prompt response, barring previous notification or extenuating circumstances.
- No Advocacy Related Services. The parties expressly understand and agree that this agreement is not intended to and does not encompass or include any advocacy-related services in connection with any current or future campaigns. Accordingly, as part of the Public Policy and Engagement Services, AHC will not provide any such advocacy services to, or for the benefit of Chippewa Local under or pursuant to this Agreement.
- No Legal Advice. The parties expressly understand and agree that this agreement is not intended to provide and does not encompass or include any legal advice in connection with consultation or guidance otherwise provided by AHC. Chippewa Local acknowledges that they will contact their own attorney to obtain advice with respect to any legal matter, including but not limited to any proposed external communication or publication of content suggested by AHC. Accordingly, it is the sole responsibility of Chippewa Local to ensure that any such communication complies with all applicable laws and Chippewa Local agrees to hold harmless AHC from any claims, actions or liabilities that may result.

YOUR ACCOUNTABILITY INCLUDES:

- Prompt reply to all phone calls and emails from AHC.
- Access on mutually convenient dates for consultation.
- Payment for all paid social media advertising.

OUR JOINT ACCOUNTABILITIES INCLUDE:

- We will check in regularly to assess Chippewa Local's satisfaction level with the service provided and determine what, if any, changes need to be made.
- We will achieve reasonable accommodation for conflicts, unforeseen events, and other priorities.
- We will respect each other's confidentiality, proprietary materials, and approaches.
- No Limitation of Services. It is expressly understood and agreed that AHC will not unreasonably limit its work to the steps outlined herein, but will extend its services as necessary to ensure that all appropriate services for, or related to, the community engagement efforts are provided to or on behalf of Chippewa Local in a professional and satisfactory manner. If Chippewa Local's requests are deemed to be excessive or fall outside the scope of services outlined, AHC will notify Chippewa Local before providing such services it feels may require additional compensation.

TERMS AND CONDITIONS

The terms and conditions of this proposal are effective from January 1, 2024 through June 30, 2024. The cost of the comprehensive communication consulting services outlined in this proposal totals \$5,000 per month to be billed monthly.

This agreement will automatically renew on July 1, 2024 for the period of six months, and each consecutive six months after that. If either party wishes to terminate this agreement, the party must provide notice of non-renewal, at least 30 days in advance.

Either party can terminate the contract with a 30-day notice of termination. Refunds will be prorated based on the time of the termination of the contract.



CAVANAUGH photography

classic contemporary creative

School Photography Service Agreement

This agreement is between the following parties:

Cavanaugh Photography	Chippewa School District
609 West Bagley Rd.	56 North Portage St.
Berea, OH 44017	Doylestown, OH 44230

Agreement Period: July 1, 2024 thru June 30, 2027

For the agreement period, Cavanaugh Photography shall be the exclusive school photographer for Chippewa School District, taking all picture day & sports day photographs, and any other package photos that the school may elect to have taken. No other photographer shall be permitted to take photographs for resale during the agreement period, without the consent of Cavanaugh Photography.

Cavanaugh Photography will provide the following services:

- 1) Photography of all students and staff in the fall. Additionally, one retake day will be provided in the fall. (Dates will be mutually agreed upon by each party.) Fall pictures will be head and shoulder formals on solid color backgrounds.
- 2) Secure online ordering system for each school.
- 3) Photography of all JR/SR HS sports teams and individuals in the fall, winter and spring. (Dates will be mutually agreed upon by each party.)
- 4) A commission of 30% (before sales tax) on fall picture day packages will be given to the school, after the initial fall picture day and retake day. (Preschool – 11th grades.)
- 5) A commission of 25% (before sales tax) on Chippewa HS sports and marching band packages will be given to CHS.
- 6) Picture package prices for fall pictures and sports packages will remain competitive within the school portrait industry and will be the same across both schools.
- 7) Eighteen (18) free yearbook photography visits will be provided across the district. This will include one club and candid photo day and any other 18 dates requested by the district. (School or district must call and submit specific dates for photographer to come out.) Additional visits will be billed at \$125/ea.
- 8) Free photography candids of one varsity, jv, freshman game for each team for each sport.
- 9) Hi-res digital download of each event given to the school and board office for school or district use.
- 10) Free service items. (includes mug books, sticker prints...)
- 11) Unlimited copies of the administrative CD once fall picture day is complete.
- 12) One free day at the high school for senior "yearbook only" headshots.
- 13) FREE yearbook photo provided to the high school yearbook committee for every senior.
- 14) Two free 5x7 team prints of each team for the respective coaches. And one free 8x10 of every team for the HS displays.
- 15) 24"x36" senior sports banners individually designed and printed for \$40/each.
- 16) DONATE A SMILE PROGRAM. All teachers will have their choice to receive a free picture packet from fall picture day, or he/she can donate their "picture credit" to a student in need at his/her respective school. Each school principal can determine which students receive the complimentary picture packages.

- 17) Free staff IDs.
- 18) \$300 signing bonus for each building, each year of a 3-yr district-wide contract.
- 19) 100% satisfaction guarantee.

Chippewa Schools will provide or allow the following for Cavanaugh Photography:

- 1) A room that will accommodate the necessary space for the setups for each picture day.
- 2) Assistance in advertising each of the upcoming picture days as well as posting reminders in the school newsletter.
- 3) An excel document containing each of the students' names, grade, id#, homeroom and homeroom teacher.
- 4) A schedule with each homeroom/grade and the timeslot that they will be coming for pictures on each scheduled picture day. (To be provided through email at least 2 days prior to the scheduled picture day.)
- 5) One school liason for each scheduled picture day at each school.
- 6) An excel document containing each of the current juniors' names, id#, home mailing address and phone number.
- 7) The high school agrees to close the senior yearbook section during the length of this contract. Exclusive photography by Cavanaugh Photography.
- 8) A link to the Cavanaugh Photography school website for online picture packet ordering.
- 9) A full page advertisement in the Chippewa HS yearbook.
- 10) The district agrees not to give a class name list or allow any competing senior photography company to display portraits, conduct assemblies or make announcements at the school.

Todd S. Osborn
 Todd Osborn, Superintendent

12/11/23
 Date

Natalie Cavanaugh
 Natalie Cavanaugh - Cavanaugh Photography Rep.

12/11/23
 Date

CHIPPEWA JR SR HIGH SCHOOL
466 S. PORTAGE RD
DOYLESTOWN, OH 44230-1398

PRINCIPAL
Mr. Matt Rodriquez
(330)658-2011 ext 5301
ASSISTANT PRINCIPAL
Mr. Rob Marshall
(330)658-2011 ext 5302

GUIDANCE
Mrs. April Roth-Kimber
(330)658-2011 ext 5310
Mrs. Jenna Berens
(330)658-2011 ext. 5309

REQUEST FOR EARLY GRADUATION

I Kristin Johnson (student name), am requesting to graduate early from Chippewa High School

My original graduation date is May 2024 however, I would like to graduate December 2023 instead.

I have discussed the pros and cons with my School Counselor and my parents. I understand that if I graduate early I will no longer be eligible for College Credit Plus, Wayne County Schools Career Center, Chippewa athletics and any other activities offered to students of Chippewa Local Schools.

The reason I would like to graduate early is:

I only need four credits to graduate.
Moving out of state.

Student Signature:

Kristin Johnson Date 9-13-23

Parent Signature:

[Signature] Date 9-13-2023

School Counselor:

Jenna Berens Date 9/13/2023

Principal:

[Signature] Date 09.13.2023

Superintendent:

Todd S. Clark Date 9/13/2023

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 6931 Arlington Road – Suite 460 – Bethesda, Maryland 20814 and the Chippewa Local School District (“Client”), having its principal place of business at 56 N Portage St – Doylestown, Ohio, 44230.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
 - 2.1** Access to a GovDeals online “Seller Asset Management” (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.
- 4.0 Payment:**
 - 4.1** GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**
 - 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals
 Signature: _____
 Print Name: Scott Starcher
 Title: Vice President of Operations
 Date: _____

Client: Chippewa Local School District
 Signature: Todd S. Osborn
 Print Name: Todd S. Osborn
 Title: Superintendent
 Date: 1/4/24

Memo of Understanding Contact:

Attention: Sales Support
 6931 Arlington Road – Suite 460
 Bethesda, Maryland 20814
 Telephone Number: 866.377.1494
 Fax Number: 334.226.4415
 Email: salesupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:

This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact: _____
 (Person to receive invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

EXHIBIT B - Online Auction Memo of Understanding

Chippewa Local School District

Doylestown, Ohio

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” Chippewa Local School District (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

MEMORANDUM OF UNDERSTANDING
Between Anazao Community Partners (ACP) and Chippewa Local Schools (CLS) for
BEHAVIORAL HEALTH SERVICES IN SCHOOLS

PARTIES

Anazao Community Partners (ACP), in order to provide prevention, assessment, and treatment services to children and adolescents enrolled in Chippewa Local Schools (CLS; hereafter referred to as School District) through a collaborative effort by both parties. A Behavioral Health Provider is defined as an employee of ACP that is placed in a school to provide outreach, support, prevention, early intervention, and treatment services to students enrolled in the school. A Provider may be a bachelor or masters level, licensed or unlicensed case manager or a masters level intern or licensed therapist, or both.

SHARED VISION FOR BEHAVIORAL HEALTH IN SCHOOLS

To support a school environment in which all children are emotionally prepared, ready to learn and able to progress toward productive adulthood.

SHARED MISSION FOR BEHAVIORAL HEALTH IN SCHOOLS

To create a child and family centered school-based behavioral health program to include prevention, early intervention and treatment in collaboration with schools and community-based child and family serving organizations.

FUNCTIONS TO BE CARRIED OUT TO ACHIEVE THE VISION AND MISSION

- A. Assessment for initial screening of problems, as well as for diagnosis and intervention planning (including a focus on needs and assets)
- B. Referral, triage, and monitoring/management of care
- C. Direct service and instruction (including primary prevention programs/activities, early intervention, individual, family, and group counseling, crisis intervention, case management, outreach and planning)
- D. Coordination, development, and leadership related to school-based programs, services, resources, and systems toward evolving a comprehensive, multifaceted, and integrated continuum of programs and services
- E. Consultation, supervision, and in-service instruction with a multidisciplinary focus
- F. Enhancing connections with and involvement of home and community resources

STRUCTURE FOR CARRYING OUT THE FUNCTIONS

Referral- Participating schools will utilize ACP's Access referral system and identify and refer to services students/families that could potentially benefit from prevention, early intervention, and treatment programs (including referral, triage, assessment, and other related interventions). Participating schools should develop processes that involve building Principals, Guidance Counselors or designees from the School District and Director(s) or designees from ACP. Referrals will be structured so that there is one point of entry at each school building. Referrals will be reviewed in a timely manner and the initial Provider will be assigned by a Director from ACP or designee (i.e. case manager or therapist; Providers).

Services Will Supplement Existing Programs- The school-based services provided through ACP will supplement and not supplant services already in place. This includes behavioral health services already being provided by school programs, other community agencies or ACP. Although all students will have access to prevention activities and targeted students can be referred for early intervention activities, the school-based services provided through ACP will not replace treatment services provided through the school for students involved in the special education process.

SPECIFIC ROLE AND FUNCTIONS OF THE BEHAVIORAL HEALTH PROVIDERS OF ANAZAO COMMUNITY PARTNERS

Case Managers and/or Therapists (Providers) employed by Anazao Community Partner (ACP) are placed in each participating school to assist in the development of a school-based behavioral health program and to provide prevention, early intervention, treatment, and assessment services to children and adolescents enrolled in the school. Providers may also provide truancy outreach including parent communication, home visits and student-level interventions to improve attendance. Providers may also provide credit recovery/tutoring focused on coaching and guidance to complete classwork, address symptoms impacting learning and increase study skills. Providers will also provide consultation, training, and support to teachers, administrators, and other school staff. Although functioning in a school setting, the Provider is still governed by ACP policies and procedures.

WORKING CONDITIONS RELATED TO THE BEHAVIORAL HEALTH PROVIDERS

The following are specific matters related to the mutual responsibilities and accountabilities of the Provider(s) and the school in working together.

What ACP Provides: Anazao Community Partners (ACP) provides supervision and support for case managers and therapists (Behavioral Health Providers). ACP will hire and supervise one or more Providers who will be placed in participating schools. Each Provider is expected to attend at least monthly supervisory and training meetings. ACP policy dictates that Behavioral Health Providers are expected to call their supervisors whenever troublesome cases or unusual incidents arise and will file unusual incident reports as required to both the ACP Director and to the Principal of the school to which they are assigned. Should a conflict arise with respect to ACP policies and procedures, it is the responsibility of the ACP Director to work with the school in resolving the matter.

What the School District Provides: For the ACP Provider(s) to work effectively, the school must provide a private space. In addition, schools are asked to assist in the referral process by making initial contact with parents/guardians about school-based behavioral health services, assisting in obtaining required documentation (paperwork) for enrollment in services (including sending paperwork home to be completed, completion of paperwork by school personnel and providing paperwork/documentation to ACP staff).

ACP Provider(s) as a Member of the School Team: Although not a school employee, the Behavioral Health Provider is expected to work closely with the school staff, to share non-confidential and confidential information with the staff as appropriate under the conditions noted below, and to assist staff in responding to behavioral health concerns.

Administrative aggregate information such as the number of students seen, the number and theme of therapeutic groups and general concerns raised can be shared in accordance with the Ohio Administrative Code. Behavioral Health Providers can acknowledge receipt of a behavioral health referral and indicate whether that student has been seen. Compliance with a request to share any other information related to a student's treatment would require an appropriate release of information signed by the student and/or parent/guardian. At least quarterly summary reports of aggregate behavioral health data will be provided to the Principal. Efforts will be made to resolve dilemmas that arise from the legal confidentiality requirements that are in place for ACP and the school so that all staff involved with a student can work together in the student's best interest while adhering to mandatory behavioral health laws.

Services and School Buildings: ACP will provide the School District with Behavioral Health Services (see FUNCTIONS, above) through Behavioral Health Providers (see PARTIES, above) at the following School District buildings:

- A. Hazel Harvey Elementary School (up to 5 days)
- B. Chippewa Intermediate School (up to 4 days)
- C. Chippewa Junior/Senior High School (up to 5 days)
- D. Additional Case Management Support (up to 3 days)

Ohio Permits Students To Obtain Behavioral Health Services Without Parental Consent: The Ohio Administrative Code indicates that a Provider may deliver outpatient behavioral health services and behavioral health supports to a minor who is voluntarily seeking such services without parental or guardian consent for a period of 6 sessions or 30 days (whichever occurs sooner) if the Provider determines that 1) the minor is at least 14 years of age, 2) the minor is knowingly and voluntarily seeking services and 3) the provision of services is clinically indicated for the minor's well-being. At the end of the 30-day period, the Provider will make a new determination that behavioral health services are voluntary and are clinically indicated. This important feature of Ohio law allows students to self-refer and to consent to confidential behavioral health services. Behavioral Health Providers routinely encourage students to inform and involve their parents in treatment, and concerted effort will be demonstrated in this regard. Schools must to clarify the law in meetings with parents.

Meetings Outside of The School: Behavioral health Providers may visit students' homes or community agencies as part of their job without obtaining permission from the school.

Referrals To The ACP Behavioral Health Provider: All referrals to Behavioral Health Providers by school staff must be made in the referral format suggested by ACP and in a manner consistent with School District policy. The uniform referral process (per school) is critical to ACP's service delivery, record keeping, and accountability. All referrals, whether self-referral by the student or by the staff, contain confidential information and cannot be shared or copied without appropriate authorization.

Compensation for Services: ACP will assume responsibility for obtaining information required to and for billing for behavioral health services provided. ACP's goal is to provide these services at no cost to the School District nor students/families. In the unlikely circumstances where students/families are not eligible for subsidized/covered services, ACP staff will communicate with the associated School District Principal/Administrator and develop a communication plan with the student/family. ACP is able to offer these services at no cost through funding by Medicaid and Insurance billing, the Mental Health and Recovery Board of Wayne and Holmes Counties and the Wayne County Department of Job and Family Services.

Hours: The behavioral health Providers are responsible for reporting their hours to ACP, but should sign in and out of the school if the school requires such a procedure. Behavioral health Providers will report their schedules to the school at least monthly, or set a standard schedule. All Providers carry a cell phone (provided or reimbursed by ACP) to assure that they can be reached when out of the building. Coverage for service demand will be developed by and between School District Principals and/or Guidance staff (or designees) and ACP Director(s) or designees.

Requests for Leave Time: Requests for leave time will be approved by Director(s) at ACP with consideration given to school schedules and needs. Principals will be informed of this leave by ACP Providers or Directors.

Program Evaluation Responsibilities: In order to assure that we are having a positive and significant impact on children, youth, and families, ACP will collect information to assess the utilization of services and their quality as a basis for revising and improving the program at regular intervals. School staff (administrators and teachers), families, and students will be asked to participate on a regular basis in these evaluations. In addition, schools will be asked to share school-level data (e.g., attendance records, disciplinary actions, grades) so that we can assess impact on achievement and school behavior. Results will be shared with schools.

LEGAL CONSIDERATIONS

The following are legal requirements to which Providers must adhere.

Mandatory Reporting Laws: Under Ohio law and according to ACP policy, Behavioral Health Providers are mandated reporters and must report any known or suspected case of child abuse or neglect. Note that school staff are also mandated reporters. Individuals who have contact with a suspected victim of abuse or neglect should make the report within the required period of time. Behavioral Health Providers will comply with Ohio statute and ACP policy on procedures for reporting. Providers or ACP Director are expected to inform the school Principal of a report.

Behavioral Health Records Are Confidential and Not Part of The School Record: All behavioral health Providers must abide by HIPAA and 42CFR, statutes that dictates how information should be shared and with whom. When a record is developed in response to a referral for behavioral health services and the ACP Provider assigned to a school provides these services, that record belongs to ACP and is not a part of the school record. As such, only those

individuals authorized by ACP (i.e., a direct clinical supervisor), those who have a written authorization for release of information, or those with a court order can have access to information in these records.

Disclosure of Behavioral Health Information: Except on an emergency basis if the Behavioral Health Provider reasonably believes that disclosure of behavioral health information is necessary to protect the client or another individual from a substantial risk of imminent and serious harm, Providers will protect the confidentiality of behavioral health information of clients served. A Behavioral Health Provider may disclose information with the written authorization of a parent or legal guardian to a school staff employee, however if disclosure of behavioral health information is made, that school employee may not disclose said information to anyone else without the written authorization of the parent or guardian.

Release Of Behavioral Health Records Can Be Pursuant To A Court Order: A court order signed by a judge is required before a behavioral health record can be released to the courts or court designee. A subpoena is not sufficient for the release of a behavioral health record. If a court order or a subpoena is served to the "custodian of the records" and they are referring to the behavioral health records, the Behavioral Health Provider will be responsible for following appropriate procedures outlined by ACP and complying with the law in regards to this request. ACP requests that the original or a copy of the court order be given to the Behavioral Health Provider in order to submit the request for an appropriate release of the record. The Behavioral Health Provider will not be allowed to turn over the record immediately, but will need to contact their Director to apprise of the situation and then call to verify the court order and to discuss procedures for complying with the request.

TERMS OF THE AGREEMENT

This agreement shall be for a period of one year beginning on July 1, 2023 and ending June 30, 2024. Revision of this agreement may be initiated by either party as needs develop.

PURCHASED SERVICES

In agreeing to provide up to \$65,000 in support of the services of this MOU, CLS will maintain staffing coverage and consumer services from the previous year. The approximate total cost for this service array is \$205,497, of which CLS will provide up to \$65,000 funding. The remaining costs (\$140,000+) will be funded through ACP billing of 3rd parties (not students) for additional services provided.

TERMINATION CLAUSE

Violation of client's rights as outlined in the Ohio Administrative Code or violation of policies or regulations of ACP may result in the immediate termination of this memorandum of understanding and subsequent clinical services,

I Todd S. Orr

(signature of Chippewa Local Schools representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of accepting the services of Anazao/Community Partners' Behavioral Health Providers in ~~Northwayne~~ Local Schools. 12/21/23 (date) Chippewa

I 

(signature of Anazao Community Partners representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of providing behavioral health services with Behavioral Health Providers in Chippewa Local Schools.
12.20.23 (date)