

Board of Education Regular Meeting
Chippewa Jr/Sr High School Auditorium
Monday, April 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 027-24

C. Upon consideration to approve the minutes from March 11, 2024 Regular Meeting.

Motion to approve by Mertic and 2nd by Schafrath

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

CARRIED

II. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

A. Needle Mover – Karen Haynes

B. Recognition of our HS Wrestlers - State Tournament and HS Girls Basketball Team - Elite 8

C. Students of the Month

Hazel Harvey

Kindergarten: Quinn Gaugler and Sadie Stevenson

Grade 1: Norah Steele and Rocca LaMonica

Grade 2: Lily Janas and Chevelle Ervin

CIS

Grade 3: Lauren Roller and Devin Dannemiller

Grade 4: Braelynn Bigley and Kaiden Hayes

Grade 5: Sadie Schooling and Owen Young

Grade 6: Laylonii Vega and Jack Trillow

III. PUBLIC PARTICIPATION – NONE

IV. CONSIDER APPROVAL OF DONATIONS – NO DONATIONS

V. TREASURER’S UPDATE & ACTION ITEMS

A. Treasurer’s Comments

- Thank you to the PTO for the generous donation of solar glasses for all students and staff so all involved could safely enjoy the 4-8-24 Total Solar Eclipse.
- Memorial Stadium will be closed 5-15-24 to July

B. Action Items

RESOLUTION 028-24

1. Upon consideration to approve the March 2024 unaudited financial report (copy on file at the Doylestown Public Library).

Motion to approve by Schafrath and 2nd by Mertic

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

CARRIED

VI. SUPERINTENDENT'S UPDATES:

- A. Thank you to the PTO for the generous donation of solar glasses for all students and staff so all involved could safely enjoy the 4-8-24 Total Solar Eclipse.
- B. Memorial Stadium will be closed 5-15-24 to July

VII. SUPERINTENDENT'S AGENDA

RESOLUTION 029-24

- A. Upon consideration to approve the Amendment to Contract of Midland Council of Governments (TCCSA) Service Provider Contract for \$58,469.11, for FY25 only. Exhibit 1

Motion to approve by Golub and 2nd by DeAngelis

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

CARRIED

RESOLUTION 030-24

- B. Upon consideration to approve the MOU between the Chippewa Local School District Board of Education and the Ohio Association of Public School Employees, Chapter #445. Exhibit 2

Motion to approve by Mertic and 2nd by Schafrath

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

CARRIED

RESOLUTION 031-24

- C. Upon consideration to approve the MOU between OHuddle Inc. and Chippewa Local Schools. 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 032-24

- D. A RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM AND AUTHORIZING THE AWARD OF CONTRACT WITH VASCO SPORTS CONTRACTORS TO RESURFACE THE MEMORIAL STADIUM TRACK**

WHEREAS, the Board of Education of the Chippewa Local School District (hereinafter called the "Board of Education"), County of Wayne, Ohio, needs to resurface the Chippewa High School track at Memorial Stadium (hereinafter called the "Project");

WHEREAS, the Board of Education is a member of and participates in the OMNIA Partners Cooperative Purchasing Program;

WHEREAS, Vasco Sports Contractors is the awarded vendor of the OMNIA Partners Cooperative Purchasing Program for the resurfacing of the Memorial Stadium track.

NOW, THEREFORE BE IT RESOLVED by the Board of Education that after careful consideration and evaluation of the information before it:

Section 1. The Board of Education hereby approves the proposal for the Chippewa High School – Memorial Stadium track resurfacing project from Vasco Sports Contractors for \$489,107.00 pursuant to its proposal on file with the Board of Education.

Section 2. The Board of Education hereby authorizes the Treasurer to execute a purchase order for a contract described in Section 1.

BE IT FURTHER RESOLVED, that it is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code. Exhibit 4

Motion to approve by Mertic and 2nd by Schafrath
Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 033-24

E. Upon consideration to adopt Board Policy JEFB per Exhibit 5.

Motion to approve by Golub and 2nd by Schafrath
Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 034-24

F. Upon consideration to approve the following Supplemental Salary Schedule and job descriptions: Exhibit 6

- Head Coach
- 7-12 Vocal Music Advisor
- 7-12 Musical Play Director
- 9-12 Marching Band Director
- 5-6 Concert Band Director
- 5-6 Vocal Music Advisor
- 1-4 Grade Level Performance Director
- 4-6 Musical Play Director

Motion to approve by Mertic and 2nd by Schafrath
Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

RESOLUTION 035-24

G. Upon consideration to approve the lunch prices for the 2024-2025 school year.

HH and CIS \$3.00
Jr/Sr HS \$3.25
Breakfast \$1.75 all buildings
Adult Breakfast \$2.50
Adult Lunch \$4.00

Motion to approve by Golub and 2nd by Mertic
Roll Call: DeAngelis yes, Fenn yes, Golub yes, Mertic yes, Schafrath yes **CARRIED**

VIII. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 036-24

A. Upon consideration to approve the following Classified one-year contracts for the 2024-2025 school year:

Mark Borotkanics

B. Upon consideration to approve the following Classified two-year contracts for the 2024-2025 and 2025-2026 school years:

Kristy Bentley	Karen Faber	Joyce Napier
Casey Conkle	Karen Haynes	Jeff Ogg
Mindy Dannemiller	Kathy Hillyard	Juanita Shager
Alexis Davidson	David Massaro	Charlene Whipkey
Doug Durbin	Jenifer McLain	Lorraine Wolf

C. Upon consideration to approve the following Certified one-year contracts for the 2024-2025 school year:

Amanda Bidinger	Laura Klemp	Nathan Reutter
Ella Bonnema	Ian Leja	Hailee Sellers
Dan Edwards	Elizabeth Lewis	Margaret Shaffer
Brook Gill	Kyle Metzger	Maegan Storad
Nick Hann	Taylor Nussbaum	Jessica Wertz
Courtney Holsinger	Kathy Porter	Emma Zollinger
Charles Julian	Emily Ramseyer	

D. Upon consideration to approve the following Certified two-year contracts for the 2024-2025 and 2025-2026 school years:

Alexandria Lemon
Adam Brown
Tim Robison
Jillian Sweazy
Jennifer Wolfe

E. Upon consideration to approve the transition of the following Certified Personnel to Continuing Contracts:

Emily Costanzo
Daryl Lepley

F. Upon consideration to approve the following staff be moved on the salary scale for the 2024-2025 school year:

Lisa Brewer BA+150 Step 22 to MA Step 23

G. Upon consideration to approve the contract with LLA Therapy for OT, PT, Audiology, and Specialized Speech services. Effective July 1, 2024-June 30, 2027. Exhibit 7

H. Upon consideration to approve the start and end times for the 2024-2025 school year.

Jr/Sr HS 7:27 - 2:37
CIS 8:23 - 3:24
HH 8:35 - 3:35

I. Upon consideration to approve the hiring of Brad Bertsch, Maintenance, 1-year contract, Step 20, 260 days, per the OAPSE negotiated contract, effective August 1, 2024.

J. Upon consideration to approve the hiring of Anabel Rodriguez, non-bachelor substitute teacher, per the substitute pay rate, and substitute aide/paraprofessional, per the substitute pay rate for the 2023-2024 school year, CIS and Hazel Harvey.

K. Upon consideration to approve the following staff for Summer Extended Learning, at a rate of \$25 per hour for 22.5 hours:

Jen Bertolini – Summer Learning Coordinator (30 total hours) – 1st Grade
Valerie Remenaric – Kindergarten
Deanne Lutz – 2nd Grade
Lisa Brewer (first two weeks) & Jenny Walsh (last week) – 3rd Grade
Brittany Schumaker – 4th Grade
Katie Kager – 5th/6th Grades
Savannah Remenaric - Sub

Motion to approve by Golub and 2nd by DeAngelis

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

CARRIED

IX. BOARD DISCUSSION - NONE

X. NEW BUSINESS – NONE

XI. EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 1. Appointment
 - ✓ 2. Employment
 3. Dismissal
 4. Discipline
 5. Promotion
 6. Demotion
 7. Compensation
 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

- E. Matters to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 as listed above.

Motion to approve by Mertic and 2nd by Schafrath

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

CARRIED

Time: 6:30 PM

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: 7:32 PM

NOTE: The next Regular Meeting will be held on May 13, 2024 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

APPROVED:

Linda H. Fenn

PRESIDENT

DATE:

5-13-2024

John D. Hammann

TREASURER

**AMENDMENT TO CONTRACT OF
Midland Council of Governments
Service Provider Contract
Managed Internal Broadband Service
Contract Number: CHIP_23-28_MIBS_1**

This Amendment to Contract number CHIP_23-28_MIBS_1 for Internet Services between Midland Council of Governments and Chippewa Local School District.

WHEREAS, there is currently in existence a contract entitled "Service Provider Contract Managed Internal Broadband Service Contract Number: CHIP_23-28_MIBS_1" that the parties, for good and valuable consideration, desire to amend.

THEREFORE, it is **AGREED** as follows:

The Managed Internal Broadband Service changes include:

- 1. The cost of service increasing to \$58,469.11 for FY2025 only.

CUSTOMER:

Chippewa Local School District
Printed Name of Customer

Todd S. Oll 3/18/24

Ira D. Hamman

Signature of Fiscal Office for the Customer

3.18.24

Date

Ira D. Hamman

Printed Name of Fiscal Office for the Customer

PROVIDER:

Midland Council of Governments
Printed Name of Provider

Signature of Officer or Manager for the Provider

Date

Printed Name of Officer or Manager for the Provider

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:	3/13/2024
QUOTE #	CHIP_23-28_MIBS_1
Customer ID	CHIP
Valid Until:	4/12/2024

Customer

Chippewa Local Schools

56 N Portage St.

Doylestown, OH 44230



DESCRIPTION	Qty	UNIT	AMOUNT
Chippewa Local Schools			
Form 470 Application Number: 240016818			
Internal Connections Upgrade Switching			91,900.14
Freight			1,653.08
Amendment to MIBS Contract			58,469.11

Subtotal \$ 152,022.33

TERMS AND CONDITIONS

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

Todd S. Clark 3/18/24

Customer Acceptance (sign below):

x *Ira D. Hamman*

Print Name: *Ira D. Hamman 3.18.24*

Other \$

TOTAL Due \$ 152,022.33

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC-SCHOOL EMPLOYEES
AFSCME/AFL-CIO-OAPSE LOCAL #445

Due to Early Release day changes in the District, the Board and the Union are agreeable to the following:

This Memorandum of Understanding is entered into to address the specific issues mentioned herein and no others.

Article XIX Transportation . A. Extra Trips

Extra Trips 3. Trips that leave between 2:00 p.m. and 4:15 p.m. will not be placed on the trip board and will be assigned to available substitute drivers. Trips leaving before 8:30 a.m. are excluded from the trip board.

Trips that leave between 2:00 p.m. and 4:15 p.m. on early Release Days and all non-Chippewa school days shall be posted and awarded. The transportation supervisor may place trips on the board 1 day earlier, Wednesday, if there is no school scheduled on a Friday.

1. The names of contracted drivers full, half time, or HANDICAP shall be posted on the trip board at the bus garage in order of seniority. Drivers shall have the opportunity to sign up for an extra trip on a rotating seniority basis. Trips will begin each year with the most senior driver and only if their name is found on the trip board. Trips will be offered to the next most senior driver on the trip board on a rotating basis. In the case that the next most senior driver on the trip board refuses the trip that is offered, then that trip will be offered to ALL drivers and shall be awarded to the MOST senior driver that signs up for the trip.

Todd S. Osborn

3/18/2024

Board of Education Representative

Date *m*

Michael Rote

3/25/2024

Association President

Date

Nanette M. Folsom

Union Field Representative

Date



MEMORANDUM OF UNDERSTANDING

Between
OHuddle Inc.
and
Chippewa Local Schools

The below Memorandum of Understanding (MOU) sets the terms and understanding between OHuddle and Chippewa Local Schools to provide an array of services to vulnerable children.

BACKGROUND

OHuddle and Chippewa Local Schools have similar value-based missions to positively impact the outcome of Wayne County students. Through their core values, each partner strives to support and empower all who come in contact with their employees and services.

PURPOSE

Partnership between Chippewa Local Schools and OHuddle Inc. will provide 1:1 Mentorship, Service Coordination, and asset-based programming to youth in Chippewa

The above goals will be accomplished by undertaking the following activities:

OHuddle will select and employ Site Coordinators to fulfill the OHuddle mission: "to awaken youth to their unique value through hope filled relationships and one to one Mentorship". OHuddle will provide supervision for the duties listed on the Site Coordinators job description (see attached). An OHuddle Site Coordinator will arrange for a partial day to coordinate continued service for identified transitioning students.

OHuddle will provide continuous training on the 40 Developmental Assets to mentors.

Based upon original referral from the student's school of origin, OHuddle will maintain consent for mentorship and record release for referred students. WCSCC will be provided a copy of consent / record release upon request.

OHuddle maintains a Memorandum with Encompass Counseling to provide Case Management services to identified youth. OHuddle will partner with Chippewa Local Schools to refer student candidates for Case Management to Encompass or another available mental health service provider.

OHuddle and Chippewa Local Schools will coordinate efforts to develop asset-based programming specific to each building need as defined by building Principals and Counselors.

REPORTING

OHuddle will furnish an outcome report of group data, stories of impact, and asset based programming at least biannually.

FUNDING

OHuddle cost of service is listed in the below equation and is inclusive of the following:

- Mentor training materials
- Student engagement supplies
- DataLongLegs Software
- 40 Developmental Asset Resources
- Asset program supplies
- Liability insurance for OHuddle and Mentors
- Grant compliance reporting
- Accounting and Financial resource management related to Mentorship service

(See School Partnership Policy Appendix I)

<p>COST PER DISTRICT (Including one Part Time Site Coordinator, Executive Director Support, Case Management Director</p>	<p>COST FOR EACH ADDITIONAL SITE COORDINATOR</p>
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Support, Supplies, and Materials)	
\$49,000	\$22,000

RESOURCE UTILIZATION

Chippewa Local Schools will provide the following to OHuddle for successful implementation of services:

- Use of a Site Coordinator space in each building receiving service.
- Access to a telephone
- Access to public spaces for Mentor visits with students
- Access to a school or library desktop or laptop for each Site Coordinator
- Access to a printer / copier
- Access to Progress Book or other demographic software for access to designated student:
 - o Addresses
 - o Phone numbers
 - o Daily attendance
 - o Schedule
 - o Grades
 - o Summative testing data
 - o Disciplinary referrals

DURATION

The proposed MOU is at-will and may be modified by mutual consent of authorized officials from both partners. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by one of the partners. If this MOU is not terminated by mutual agreement, the partner wishing to end the MOU will give a 90 day written notice to the other partner.

CONFIDENTIALITY



Both partners are bound by confidentiality and will carefully guard against violations in oral and written communications. Partners will agree upon the necessity of signing a business associate agreement with specific privacy stipulations. Agreed upon business associate agreements will be attached to the present document.

LIABILITY

Both partners agree to maintain liability insurance in the amount of at least one million dollars that will cover their own services to the Chippewa Local Schools operation and to hold the other party, including but not limited to Board members, the Chippewa Local Schools, School members, staff, consultants, and volunteers harmless for any and all damages to persons and property which may occur under the discharge of their respective duties under this contract.

SIGNATURES OF Agreement

Chippewa Local Schools

OHuddle

Sara Reith

Superintendent

Executive Director



Other Required Signature: _____

Appendix I
OHuddle's School Partnership Policy

OHuddle's mentoring services will be provided to school districts on a purchased service basis. Considering the corporate, church, and local grant support available to each district, OHuddle will coordinate with school leadership to establish the fees and portion of fundraising support necessary from the district to meet the cost of services.

A district may meet its cost responsibilities through a variety of revenue sources including but not limited to: General funding, Title I funding, Wellness and Success funding, individual or corporate donor coordination, or coordination of support through county agencies such as Job and Family Service or Mental Health Recovery Board.

The cost of OHuddle services reflects the following model:

COST PER DISTRICT (Including one Part Time Site Coordinator, Administrative support, materials, liability, transport, field trips, software, assessment, equipment)	COST FOR EACH ADDITIONAL SITE COORDINATOR
\$49,000	\$22,000

A district specific budget, income, and expense report will be maintained and furnished to the district on an agreed upon schedule. Agreed upon costs will be reviewed with the district annually and typically reflect a 30% or greater contribution by the school district as funded via grant, Title, or designated budget appropriation.

The memorandum of services will be continuous until modified or canceled by either party. Cancellation shall require three months written notice.

Should an agreement be terminated, any reserves or designated funds may be reallocated by OHuddle for other mentoring related expenses.



PROPOSAL SUBMITTED TO:
MIKE BOHLEY
CHIPPEWA LOCAL SCHOOL DISTRICT
100 VALLEY VIEW DRIVE
DOYLESTOWN, OHIO 44230

LOCATION: March 25, 2024
RUNNING TRACK IMPROVEMENTS
MEMORIAL STADIUM
58 CHESTNUT
DOYLESTOWN, OHIO 44230

PHONE: (330)
658-2011

Email: Michael.bohley@chippewaschools.com

Is job located within the city limits? no yes

PAYMENT TERMS: Net upon completion - 1½% per month (18% APR) finance charge on all balances over 30 days. We propose to furnish material and labor according to the specifications below, for the sum of:

\$489,107.00

Material is guaranteed to be as specified and work will be according to standard practices. Changes from specifications involving additional costs will only be done upon a written order and will become an extra above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.
Note: This proposal may be withdrawn by us if not accepted within 30 days.

ESTIMATOR: Matt Wilson

SPECIFICATIONS:

RUNNING TRACK IMPROVEMENTS (8 LANE TRACK REBUILD)

- 1) Gain access to site and demolish existing internal chain link fence around track. (950lf)
- 2) Remove existing track surface and haul off site.
- 3) Mill asphalt down to existing stone base (assume adequate stone base in place)
- 4) Undercut new footprint to allow new fencing area
- 5) Provide 1" #411 Limestone over entire track area.
- 6) Laser grade stone base and compact.
- 7) Pave 2.5" of #301 Binder Course Hot Mix Asphalt.
- 8) Pave 1.5" of #448-1 Wearing Course Hot Mix Asphalt
- 9) Install new 4' high black vinyl chain link fence around new track. (Same layout as existing) – **DONE BY OTHERS**
- 10) Install ½" Black Plexitrac Lightning over new asphalt.
- 11) Stripe track per American Sports Builders Association specifications.

OPTION #1 Overlay asphalt area outside of track – Tack and Pave 1.5" of #448-1 Wearing Course Hot Mix Asphalt – Butt joint areas as needed. – ADD \$24,251

OPTION #2 – Install BSS 100 (Black) Polyurethane mat and spray track system in lieu of Plexitrac – ADD \$39,731.00

Work performed in addition to the specifications listed above require additional charges.
Upon acceptance, please sign and return one copy.

ACCEPTANCE: The above specifications, conditions, and price(s) are acceptable. I authorize Vasco to do the work as specified.

4/11/2024

DATE OF ACCEPTANCE

Todd Wilson
AUTHORIZED SIGNATURE

4270 Sterilite Street SE, Massillon, OH 44646 • (800) 487-0422 • (330) 832-5151 • fax (330) 832-4475 •

www.thevascogroup.com

Book	Policy Manual
Section	FROM OSBA FOR REVIEW
Title	Released Time for Religious Instruction
Code	JEFB
Status	From OSBA

Released Time for Religious Instruction

The Board permits students to be released from school for religious instruction consistent with law. Absence during the school day for religious instruction is permitted, provided:

1. the student's parents or guardians submit a written request to the building principal;
2. the private entity providing instruction maintains attendance records and makes them available to the District and
3. the student is not absent from core curriculum subject courses.

The District is not responsible for transportation to and from the place of instruction. Regular classroom instruction missed as a result of a student's absence for religious instruction will not be made up and students assume responsibility for any missed schoolwork. Students are not considered absent from school while attending a released time course in religious instruction. The District does not aid, assist or enforce attendance in a religious instruction program. The District does not discriminate against students who participate in such program.

No public funds are expended and no public school personnel are involved in providing religious instruction. This policy is not intended, and shall not be construed in any way, to associate the District with any faith or religious denomination.

CROSS REFS.: IGAC, Teaching About Religion
JED, Student Absences and Excuses
KJA, Distribution of Materials in the Schools

NOTE: House Bill 171 (2014) enacted Ohio Revised Code 3313.6022 specifying the conditions under which a board may adopt a policy on released time for religious instruction. Districts also may choose to add language to this policy authorizing high school students to earn elective credit toward graduation through released time courses, provided statutory requirements are met when evaluating the course for credit. The decision to award credit for a released time course of religious instruction must be neutral to, and cannot involve any test for religious content or denominational affiliation. Districts should work with board counsel to implement such programs.

On April 17, 2019, the Ohio Attorney General released a new opinion (2019-015) on released time for religious instruction, which focuses on what a school district's policy may permit or prohibit, and the implementation of these policies.

The opinion analyzes and resolves several specific questions and scenarios. Districts are cautioned to keep in mind that these scenarios and questions are fact-specific and rely on certain assumptions. As the facts change, so may the answer. Districts should work with board counsel to assure legal compliance when implementing these policies.

Legal U.S. Constitution Amend. I
ORC 3313.20
ORC 3313.47
ORC 3313.6022
ORC 3321.04

Suggested New Supplemental Salary Schedule April 8, 2024

ACTIVITY	YEARS OF SERVICE	
	0-9	10+
FALL		
CHEERLEADING		
High School Football	8.00%	
7-8 Football	6.25%	
CROSS COUNTRY		
Varsity (Boys and Girls)	10.50%	11.50%
7-8 (Boys and Girls)	5.00%	
FACULTY MANAGER	5.75%	
FOOTBALL		
Varsity Head	16.00%	17.00%
Offensive Coordinator	12.00%	
Defensive Coordinator	12.00%	
Assistant	10.00%	
Assistant	10.00%	
Assistant (If 40+ students after tryouts)	8.00%	
Assistant (If 50+ students after tryouts)	8.00%	
8 Head	7.25%	
7 Head	7.25%	
8 Assistant	2.75%	
7 Assistant	2.75%	
GOLF		
Varsity Boys Head (If 4+ boys)	9.50%	10.50%
*Varsity Boys Assistant (If 8+ boys)	2.75%	
Varsity Girls Head (If 4+ girls)	9.50%	10.50%
*Varsity Girls Assistant (If 8+ girls)	2.75%	
*Varsity Assistant (If 8+ total and less than 4 girls)	2.75%	
*If only one varsity team with 8+ B/G students, then only one varsity assistant.		
SOCCER		
Varsity Boys Head	11.50%	12.50%
Varsity Boys Assistant	2.75%	
JV Boys	7.25%	
Varsity Girls Head	11.50%	12.50%
Varsity Girls Assistant	2.75%	
JV Girls	7.25%	

TENNIS		
Varsity Girls	9.50%	10.50%
JV Girls	7.25%	
VOLLEYBALL		
Varsity	10.50%	11.50%
JV	7.25%	
Freshman	7.25%	
8 Head	7.25%	
7 Head	7.25%	
WEIGHTLIFTING (Fall: August 1 – November 10)		
	3.50%	

WINTER

BASKETBALL		
Varsity Boys Head	16.00%	17.00%
Varsity Boys Assistant	8.00%	
JV Boys	8.00%	
Freshman Boys	8.00%	
8 Boys	7.25%	
7 Boys	7.25%	
Varsity Girls Head	16.00%	17.00%
Varsity Girls Assistant	8.00%	
JV Girls	8.00%	
Freshman Girls	8.00%	
8 Girls	7.25%	
7 Girls	7.25%	
CHEERLEADING		
High School Basketball	8.00%	
7-8 Basketball	6.25%	
WEIGHTLIFTING (Winter: November 11 – February 19)		
	3.50%	
WRESTLING		
*Varsity Boys	10.50%	11.50%
**Varsity Boys Assistant	2.75%	
*Varsity Girls	10.50%	11.50%
**Varsity Girls Assistant	2.75%	
JV	5.00%	
7-8 Head	7.25%	
7-8 Assistant	2.25%	
*If either the boys or girls wrestling program falls below 5 wrestlers during a season, the program with fewer than 5 wrestlers shall not maintain its head coach, and the head coach with the most seniority (i.e., date of board hire) will become the		

head coach of both programs. Under such circumstances, a JV coach may be added as determined by the Athletic Director or Superintendent.		
**If only one varsity team with 8+ B/G students, then only one varsity assistant.		

SPRING

BASEBALL		
Varsity Head	11.50%	12.50%
Varsity Assistant	2.75%	
JV	7.25%	
Freshman (If team is filled)	7.25%	
SOFTBALL		
Varsity Head	11.50%	12.50%
Varsity Assistant	2.75%	
JV	7.25%	
Freshman (If team is filled)	7.25%	
TENNIS		
Varsity Boys	9.50%	10.50%
JV Boys	7.25%	
TRACK		
Varsity Boys Head	10.50%	11.50%
Varsity Assistant Boys	7.25%	
7-8 Boys	6.75%	
7-8 Boys	6.75%	
Varsity Girls Head	10.50%	11.50%
Varsity Assistant Girls	7.25%	
7-8 Girls	6.75%	
7-8 Girls	6.75%	
7-12 Pole Vault Coach	4.00%	
WEIGHTLIFTING (Spring: February 20 – May 31)	3.50%	

FINE ARTS

THEATER		
9-12 One Act Play Director	2.50%	
9-12 Multi Act Play Director	5.25%	
9-12 Multi Act Play Tech	0.75%	
4-6 Musical Theater Director	4.50%	
4-6 Musical Theater Director (If 30+ students)	4.50%	
4-6 Musical Theater Consultant	0.75%	
7-12 Musical Theater Director	8.50%	

7-12 Assistant Musical Theater Director	5.00%	
7-12 Musical Theater Consultant	1.00%	
7-12 Musical Theater Consultant	1.00%	
If 4-12 Combined Musical:		
4-12 Musical Theater Director	8.50%	
4-12 Assistant Musical Theater Director	3.50%	
4-12 Assistant Musical Theater Director	3.50%	
4-12 Assistant Musical Theater Director	3.50%	
4-12 Theater Consultant	1.00%	
4-12 Theater Consultant	1.00%	
MUSIC		
9-12 Marching Band Director	16.00%	
9-12 Assistant Marching Band Director	5.00%	
9-12 Pep Band	2.75%	
Color Guard Instructor	3.50%	
7-12 Concert Band Director	12.00%	
7-12 Vocal Music	12.00%	
5-6 Concert Band Director	1.50%	
5-6 Vocal Music	1.50%	
1-4 Grade Level Performances	2.00%	

ADVISORS

Public Communications Coordinator	4.75%	
9-12 Student Council	3.75%	
7-8 Student Council	2.75%	
3-6 Student Council	2.75%	
9-12 Yearbook	4.00%	
7-8 Yearbook	1.75%	
3-6 Yearbook	1.75%	
Pre-K-2 Yearbook	1.75%	
7 Power of the Pen	2.75%	
8 Power of the Pen	2.75%	
Senior Class	3.75%	
Junior Class	4.50%	
Freshman/Sophomore Class	3.00%	
Washington, D.C. Trip	2.75%	
11-12 National Honor Society	3.75%	
9-12 Academic Challenge	2.50%	
7-8 Academic Challenge	2.50%	
9-12 Speech Team	2.50%	
9-12 Robotics Competition	2.00%	
9-12 Ski Club	1.50%	
9-12 Art Display Coordinator	1.00%	

3-8 Art Display Coordinator	1.00%	
K-2 Sunshine Club	1.50%	
3-6 Kindness Club	1.50%	
Lead Mentor	\$1,000	
Mentor	\$500	
LPDC	2.00%	
LPDC	2.00%	
LPDC	2.00%	

EXTENDED SEASON BONUSES FOR HEAD COACHES

ADVANCING VARSITY TEAM	REGIONALS (ELITE 8)	SEMIFINALS (FINAL 4)
Football	1.00%	1.00%
Boys Soccer	1.00%	1.00%
Girls Soccer	1.00%	1.00%
Volleyball	1.00%	1.00%
Boys Basketball	1.00%	1.00%
Girls Basketball	1.00%	1.00%
Baseball	1.00%	1.00%
Softball	1.00%	1.00%

ONE OR MORE VARSITY ATHLETES ADVANCE	STATE FINALS
Cross Country	1.00%
Golf	1.00%
Girls Tennis	1.00%
Wrestling	1.00%
Boys Tennis	1.00%
Track	1.00%

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

- Position:** Head Coach
- Reports to:** HS Athletic Director
- Employment Status:** Supplemental
- FLSA Status:** Non-Exempt
- Description:** To help student athletes in sports as well as in life. To teach them the sport and to have fun. To teach the athletes the rules and fundamentals of the game. To teach team playing. To have complete records, paperwork, budgets etc.
- NOTE:** The below lists are not ranked in order of importance

Essential Functions:

- Ensure safety of students
- Work within district policies and procedures in the development and maintenance of the interscholastic athletics program
- Responsible for the issuance, care and inventory of equipment, supplies and uniforms
- Assist the Athletic Director in purchasing equipment and supplies
- Assist the Athletic Director in scheduling non-league games and officials
- Ensure the proper conduct and actions of team players at all times
- Issue equipment and keep accurate records of all equipment issued
- Collect all equipment at the end of the season and submit inventory report to Athletic Director
- Attend head coach meetings
- Prepare roster and eligibility lists for the Athletic Director and Principal
- Assist players in the care and prevention of injuries
- Attend rules interpretation meetings
- Prepare and inspect facilities for practice sessions
- Schedule, plan and conduct all practice sessions and scrimmages
- Develop and enforce training rules
- Review and evaluate all game films
- Schedule and conduct meetings to discuss future opponents
- Assist in the selection of assistant coaches
- Correspond with college and university personnel to assist players in acquiring athletic scholarships
- Communicate with classroom teachers to determine the achievement level of each player
- Participate in awards program by distributing awards to the players
- Evaluate players after each game and at the end of the season
- Attend clinics, camps and seminars
- Make contacts with the public with tact and diplomacy
- Maintain respect at all times for confidential information, e.g., student athlete grades for eligibility purposes, etc.
- Interact in a positive manner with staff, students and parents
- Promote good public relations by personal appearance, attitude and conversation
- Attend meetings and in-services as required

Other Duties and Responsibilities:

- Assign duties and responsibilities to assistants
- Report the lineups, scoring plays and other pertinent data of each game to the local newspaper and radio
- Assign lockers and oversee the condition of the locker room
- Schedule assistant coach's meetings
- Instruct players in the proper use of body building equipment, training and nutrition
- Prepare and distribute playbooks to all players

- Organize filming of all games
- Attend reserve and other inter-district games
- Instruct and supervise managers in game and practice preparation
- Attend and participate in Chippewa All Sports Booster Club meetings or Assitant Coach present
- Schedule off-season weight lifting and physical conditioning training
- Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
- Approve and submit all fundraising proposals to Athletic Director for approval
- Procure and distribute all medical supplies and equipment
- Schedule, record and assist with physical examinations for all players
- Serve as a role model for students
- Interact with Superintendent and/or Board of Education and present information as requested
- Respond to routine questions and requests in an appropriate manner
- Perform other duties as assigned by the Athletic Director

Qualifications:

- Must meet and adhere to all OHSAA/ODE guidelines and requirements
- Alternative to the above qualifications as the Superintendent and/or Board of Education may find appropriate

Required Knowledge, Skills, and Abilities:

- Ability to work effectively with others
- Ability to communicate ideas and directives clearly and effectively both orally and in writing
- Effective, active listening skills
- Organizational and problem solving skills
- Ability to recognize and treat minor athletic injuries
- Knowledge of the specific sport
- Prior supervision of specific sporting program, budget, inventory and transportation

Equipment Operated:

- Any and all equipment related to specific supplemental position

Additional Working Conditions:

- Frequent exposure to blood, bodily fluids and tissue
- Occasional interaction among unruly children
- Frequent requirement to travel
- Frequent evening/weekend/summer work
- Occasional requirement to perform duties in inclement weather conditions, e.g., snow, rain, heat, cold, etc.
- Frequent standing, walking, stooping, kneeling, crouching, reading and hearing
- Occasional lifting and carrying up to a maximum of 80 pounds
- Occasional pushing or pulling up to a maximum of 80 pounds

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent’s supervisor, appointing authority.

Superintendent or designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Signature Date

Adoption date:
Updated: 3/27/2024

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: 7-12 Vocal Music Advisor

Reports to: Principal

Description: Provide extra-curricular vocal solo, ensemble and choral music; duties include all aspects of organization, programming, fundraising, rehearsing for concerts, contests, auditions and festivals.

Length of Season: All year

Essential Functions:

- Organize and direct four evening concerts each school year
- Select repertoire
- Set up auditorium (lighting and sound)
- Communicate concert expectations with parents through various media
- Set up risers and stage
- Design program and print copies as needed
- Clean up and organize equipment after each concert
- Organize and teach students for high school solo and ensemble events that are performed on a Saturday
- Follow all guidelines for registration of students for OMEA contests
- Select music for individual students and ensembles after school
- Attend Saturday contest with students, lead warm-ups for students, distribute judge sheets and certificates
- Ensure payment is made to OMEA so that students can participate in contest
- Organize and teach students for Tri-County High School Honors Choir
- Nominate students for High School Honors Choir
- Schedule times after school to rehearse for Honors Choir with selected students
- Attend rehearsals for Honors Choir with students
- Attend performance on the evening the Honors Choir is held
- Host All-State Choir and College auditions
- Attend Music Booster meetings once a month (2 hours in length)
 - Help with organizing all fundraising for performing arts which can include setting up booth at Rogues Hollow Festival and communicating with parents and students who work the booth for the weekend; supervise the booth all weekend; organize raffle baskets for the booth; take down the booth at the end of the weekend (2 days)
 - Organize students who volunteer at the recycling center (twice a month)
 - Organize and collect fundraiser sales (at least one per year)
 - Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
 - Approve and submit all fundraising proposals to the principal for approval
 - Communicate and attend dine-to-donate fundraisers (at least one per year)
 - Organize concession sales for music events throughout the year
- Help students select music that matches their ability level
- Teach music for individual students after school
- Record student performances for auditions

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: 7-12 Musical Play Director

Reports to: Principal

Description: Provide musical and theatrical education to students; duties include all aspects of organization, auditions, programming and rehearsing for a full length musical production.

Length of Season: 4 months

Essential Functions:

- Select musical and obtain rights to the musical
- Conduct auditions
- Schedule show and rehearsals
- Conduct production meetings with tech consultant, wardrobe and makeup designer, set builder, front-of-house manager, and thespian officers
- Teach music to soloists and choral parts for ensemble
- Design blocking
- Find audio and visuals for production such as projections, sound effects, and backdrops
- Direct rehearsals
- Design set (overall look, mic plot, lighting plot)
- Schedule costume fittings and makeup trainings
- Schedule and attend set building days
- Order and/or design props
- Order costume and makeup materials
- Manage all crew heads for wardrobe, tech, and stage
- Select state manager and train them
- Design and print copies of program
- Manage ticket sales and reconcile purchase orders through drama budget
- Schedule and train ushers
- Rent extra microphones
- Promote show
- Order cast shirts
- Set up cast meals for tech week rehearsals
- Run three performances
- Strike show – on the Monday after the last performance, return materials, break down set and organize materials, launder costumes and organize, organize sound equipment
- Attend Music Booster meetings once a month (2 hours in length)
 - Help with organizing all fundraising for performing arts which can include setting up booth at Rogues Hollow Festival and communicating with parents and students who work the booth for the weekend; supervise the booth all weekend; organize raffle baskets for the booth; take down the booth at the end of the weekend (2 days)
 - Organize students who volunteer at the recycling center (twice a month)
 - Organize and collect fundraiser sales (at least one per year)
 - Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
 - Approve and submit all fundraising proposals to the principal for approval

- Communicate and attend dine-to-donate fundraisers (at least one per year)
- Organize concession sales for music events throughout the year

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Signature

Date

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: 9-12 Marching Band Director

Reports to: Building level principal

Description: Provide an effective instrumental music education to students; duties include all aspects of the band organization, auditions, programming and rehearsing all music for ensemble performances at concerts, assemblies, contests, civic performances and festivals

Length of Season: 4 months

Essential Functions:

- Rehearse the band at least three times a week beginning in July
 - During school year, maintain a schedule of at least 9 practice hours per week
- Lead band through all performances
 - Home and away football games
 - A minimum of two community events (Rogues' Hollow Parade, Memorial Day Parade, etc.)
- Plan whole season calendar
- Research and book events
- Arrange for both student and equipment transportation to and from performances and rehearsals
- Research and plan music for the season
- Coordinate with Music Boosters to feed and outfit students
- Work with other coaches to accommodate shared students
- Communicate with parents
- Advertise and promote the music program
- Schedule numerous band related events, including performances, camp and clinic arrangements, field trips and award programs
- Arrange for photo opportunities
- Organize and coordinate fund raising activities for the band
- Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
- Approve and submit all fundraising proposals to the principal for approval

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

Superintendent or designee

Date

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Signature

Date

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: 1-4 Grade Level Performances Director

Reports to: Building Principals

Description: To provide families with an annual music concert for each grade level (1-4).

NOTE: The below lists are not ranked in order of importance

Length of Season: All year

Essential Functions:

- To schedule performances and find technological help/assistance with lighting and sound for each grade level performance
- Ensure that the facility is available and risers/equipment is available
- Set up and tear down materials for each grade level performance
- Select songs/performance pieces for each grade level performance
- Teach students vocal and instrumental parts for the selected pieces
- Create and then teach any choreography for each grade level performance
- Provide information to parents about the performances (what to wear/when to arrive/when and where each grade level performance is)
- Create and print/prepare a program for parents and families to take home with them
- Create a script for students to use throughout each grade level performance
- Create cue cards to communicate information to students throughout each grade level performance
- Find/create/perform backing tracks/background music for each grade level performance
- Organize and warm up students prior to each grade level performance
- Conduct and lead the students throughout each grade level performance
- Collaborate with PTO to provide snack for students after each performance
- Be responsible for up to 100 students throughout each grade level performance
- Ensure that all students return to their families after each grade level performance concludes.
- Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
- Approve and submit all fundraising proposals to the principal for approval

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Signature

Date

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: 4-6 Musical Play Director

Reports to: Principal

Description: Provide musical and theatrical education to students; duties include all aspects of organization, auditions, programming and rehearsing for a musical production.

Length of Season: 3 months

Essential Functions:

- Select musical and obtain rights to the musical
- Conduct auditions
- Schedule show and rehearsals
- Conduct production meetings with tech consultant, wardrobe and makeup designer, set builder, front-of-house manager, and thespian officers
- Teach music to soloists and choral parts for ensemble
- Design blocking or choreography
- Find audio and visuals for production such as projections, sound effects, and backdrops
- Direct rehearsals
- Design set (overall look, mic plot, lighting plot)
- Schedule costume fittings and makeup trainings
- Schedule and attend set building days
- Order and/or design props
- Order costume and makeup materials
- Manage all crew heads for wardrobe, tech, and stage
- Select stage manager and train them
- Design and print copies of program
- Manage ticket sales and reconcile purchase orders through drama budget
- Manage and schedule 9-12 students to run crews during show
- Schedule and train ushers
- Rent extra microphones
- Promote show
- Set up cast meals for tech week rehearsals
- Run three performances
- Strike show – on the Monday after the last performance, return materials, break down set and organize materials, launder costumes and organize, organize sound equipment
- Attend Music Booster meetings
- Help with fundraisers
- Schedule fundraising activities in accordance to Chippewa Local School District policies on fundraising
- Approve and submit all fundraising proposals to the principal for approval



AGREEMENT

THIS AGREEMENT was made by and between LLA THERAPY (“LLA”) and CHIPPEWA LOCAL SCHOOLS (“SCHOOL”).

WHEREAS, SCHOOL desires the services of licensed therapists for its students – specifically: speech, behavioral, physical and occupational therapists and/or assistants, as further described below (collectively, “Therapy Services”);

WHEREAS, LLA desires to provide Therapy Services to students of SCHOOL who qualify for Therapy Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, LLA and SCHOOL (“Parties”) do mutually agree as follows:

I. SERVICES PROVIDED BY LLA

Subject to the terms and conditions set forth herein, LLA shall provide the following services to students of SCHOOL in accordance with the student’s individualized education program (“IEP”) and as authorized by a student’s physician and mandated by Ohio law:

1. LLA agrees to provide licensed therapists and therapy assistants to provide Therapy Services, as necessary, Monday through Friday (except holidays), subject to availability of such therapists as determined by LLA.
2. LLA agrees to provide staff for behavioral services as needed, Monday through Friday (except holidays), subject to the availability of such therapists as determined by LLA.
3. Therapists shall have current and valid Ohio licenses, and as required, a teaching certificate from the State of Ohio Department of Education.
4. LLA shall maintain or cause each therapist to maintain insurance coverage for acts of negligence or professional misconduct with respect to Therapy Services rendered by LLA therapists as representatives of SCHOOL. LLA shall furnish a certificate of insurance to SCHOOL upon request.
5. Therapy Services shall include, without limitation, assessments/evaluations, treatment, consultation, documentation, parent/teacher instruction, in-service education, team staffing and IEP meetings.
6. When Therapy Services rendered by a therapist and a therapy assistant, collaboration time is necessary and will be billed accordingly.

7. LLA therapists shall communicate directly with the SCHOOL DIRECTOR OF SPECIAL EDUCATION regarding school policies and procedures, scheduling, equipment needs, and any other provisions necessary to carry out the terms of the Agreement. If questions arise regarding interpretation of Ohio Model Policy and Procedures for the Education of Children with Disabilities that impact service delivery, LLA reserves the right to consult with appropriate legal counsel and/or the Ohio Division of Special Education. LLA further reserves the right to deliver services in accordance with said recommendations.
8. LLA shall comply with all applicable federal and state laws, rules and regulations in rendering Therapy Services.
9. LLA Therapists understand they have access to confidential student information, and that they are considered a contractor under FERPA. LLA therapists will abide by all FERPA rules regarding the handling of confidential student information.

II. SERVICES PROVIDED BY SCHOOL

Subject to the terms and conditions specified herein, SCHOOL shall provide LLA the following:

1. Timely information regarding scheduling, treatments, and any other information necessary to carry out the terms of this Agreement.
2. A suitable area for treatment that is accessible, private, ventilated, well lit, and large enough to accommodate Therapy Services and activities.
3. Equipment and supplies necessary to carry out the therapy programs of students. SCHOOL shall be responsible for arranging for payment of said equipment and supplies.

III. COMPENSATION

LLA shall deliver invoices to SCHOOL for Therapy Services rendered to coincide with the accounts payable payment schedule of the SCHOOL. SCHOOL shall pay LLA invoices within 15 days of the dates of LLA invoices. Hours for Therapy Services shall be stated on invoices and billed at the hourly rates specified in "Exhibit A" attached hereto. The fee schedules set forth in "Exhibit A" may be modified by mutual written consent of LLA and SCHOOL. LLA reserves the right to suspend or terminate services if SCHOOL fails to pay invoices when due.

IV. INDEMNIFICATION

LLA shall not be liable under any agreements or obligations of SCHOOL, except as otherwise provided pursuant to this Agreement, or for any act or omission of SCHOOL or SCHOOL's officers, employees or agents. SCHOOL will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by SCHOOL, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

SCHOOL shall not be liable under any agreements or obligations of LLA, except as otherwise provided and pursuant to this Agreement, or for any act or omission of LLA or LLA's officers, employees or agents. LLA will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault,

negligence, malpractice or other misconduct by LLA, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

V. RELATIONSHIP BETWEEN THE PARTIES

1. Nothing in this Agreement is intended to, or shall be construed to, create a partnership or joint venture between the Parties, the employees or agents of either. Neither party shall have the authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own conduct. No employee or agent of one party hereto shall be considered an employee or agent of the other party hereto.
2. It is the intention of the Parties that no employment relationship between SCHOOL and the LLA licensed therapist be created since the LLA therapist is a representative of LLA and shall receive all of his or her compensation for services rendered from LLA. The supervision and control of the work performed by the LLA licensed therapist pursuant to this Agreement will be the responsibility of LLA since the licensed therapist is a representative of LLA. However, in order to comply with Ohio law, the clinical supervision of licensed therapy assistants will remain the responsibility of the supervising therapist, regardless of his or her employer.
3. SCHOOL shall not solicit nor offer employment, by contract or otherwise, to any LLA professional rendering services to SCHOOL for a period of one (1) year following termination of this Agreement without the express written consent of LLA. In the event that LLA grants written consent, SCHOOL agrees to pay LLA the greater of: (a) the sum of Five Thousand Dollars (\$5,000.00) or (b) fifty percent (50%) of the LLA professional's highest annual or annualized (if employed less than one year) gross wages or salary during said professional's association with LLA.
4. The vendor will comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries. The vendor will allow representatives of the US Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records. The vendor acknowledges that they or their principles are not suspended or barred.

VI. ASSIGNMENT

Neither party shall assign or delegate its rights and obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld.

VII. ACCEPTANCE OF AGREEMENT

Acceptance of this Agreement is evidence of SCHOOL's intent to comply with Title VI and Title VII of the 1964 Civil Rights Act and subsequent amendments, which prohibits discrimination because of race, sex, national origin, age, color or handicap in any facet of SCHOOL operation.

VIII. CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed and interpreted in conformity with the laws and regulation of the State of Ohio.

IX. INTEGRATION OF AGREEMENT

This instrument constitutes the sole Agreement on the terms herein between the Parties, and no statements, promises or modifications made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or amended except in writing signed by the Parties.

X. TERM AND TERMINATION

This Agreement shall be effective commencing on July 1, 2024 and ending on June 30, 2027. Either party may terminate this Agreement with or without cause by giving the other party at least thirty (30) days prior written notice by certified mail. All amounts due to LLA shall be immediately paid to LLA upon termination of the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a sealed instrument as of the date first written above.

LLA THERAPY

By: M. Troy McClowry

M. Troy McClowry, President and Owner

Date

CHIPPEWA LOCAL SCHOOLS

By: Todd S. Oell

3/16/21
Date

EXHIBIT A

For the period of July 1, 2024, through June 30, 2027 SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

SPEECH / LANGUAGE PATHOLOGIST	\$71.40/hour
OCCUPATIONAL THERAPIST	\$71.40/hour
OCCUPATIONAL THERAPIST ASSISTANT	\$53.04/hour
PHYSICAL THERAPIST	\$71.40/hour
PHYSICAL THERAPIST ASSISTANT	\$53.04/hour
BOARD CERTIFIED BEHAVIOR ANALYST	\$75.00/hour
REGISTERED BEHAVIOR TECHNICIAN	\$53.04/hour
AUDIOLOGY SERVICES	\$75.00/hour
AUGMENTATIVE AND ALTERNATIVE COMMUNICATION SPECIALIST	\$75.00/hour

LLA THERAPY

By: M. Troy McClowry

M. Troy McClowry, President and Owner

Date

CHIPPEWA LOCAL SCHOOLS

By: Todd S. O'Neil

Date 3/18/24