

**Chippewa School District**  
**Board of Education Regular Meeting**  
Chippewa Jr/Sr High School Auditorium  
Monday, June 12, 2023  
6:00 PM

**MEETING MINUTES**

**I. OPENING**

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

B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Schafrath Absent: Mr. Hershberger

**RESOLUTION 072-23**

C. Upon consideration to approve the minutes from the May 8, 2023 Regular Meeting, May 19, 2023 Special Board Meeting, and the June 6, 2023 Special Board Meeting.

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes

**CARRIED**

**II. STUDENT RECOGNITION /STAFF RECOGNITION /INTRODUCTION OF GUESTS**

A. Needle Mover – Emily Conyers

B. New Hire – Dylan Sitosky – Long term substitute

C. Guest – Michael Burns, Managing Director RW Baird & Company

**III. CONSIDER APPROVAL FOR DONATIONS**

**RESOLUTION 073-23**

Approve the following donations:

<b>Donor</b>	<b>Item</b>	<b>Value</b>	<b>Purpose:</b>
Class of 2002	Donation	\$1730.50	Pay unpaid school fees/lunches
Galehouse Lumber	Donation	\$500.00	Camp NuHop Field Trip
Anonymous	Drum set	\$150.00	Band
<b>Chippewa Athletic</b>			
Booster Club	Tennis uniforms	\$342.00	Boys Tennis team
	Track Invitational	\$995.40	Track Invitational t-shirts
	Tennis uniforms	\$1,380.40	Girls Tennis team
Vanitabooks	Books	\$3249.10	Hazel Harvey
Vanitabooks	Books	\$4034.05	CIS
Dave Parfitt	Cash	\$85	CIS

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes

**CARRIED**

#### IV. PUBLIC PARTICIPATION

Cyndi Jackson – Spokesperson for the Class of 2002

Donation by the Class of 2002 done in memory of classmates.

- David Tackett
- Kevin Clarke
- Nick Knicely

#### V. TREASURER'S UPDATE & AGENDA ITEMS

##### A. Treasurer's Comments

- Final close-out of the Jr/Sr High Construction Project
- Unspent funds from the state \$49,579.01
- Accrued interest on state funds \$40,196.00

##### B. Action Items

###### RESOLUTION 074-23

- Upon consideration to approve the May, 2023 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by Fenn and 2<sup>nd</sup> by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

###### RESOLUTION 075-23

- Upon consideration to approve the following resolution for final closeout of the Jr/Sr High Building project

WHEREAS, the Chippewa Local School District entered into a Classroom Facilities Assistance Program with the Ohio Facilities Construction Commission on October 27, 2016, and

WHEREAS, all construction has been completed and all contractual obligations have been met, and

WHEREAS, the final reconciliation of the Chippewa Local School District's Project Construction Fund (Fund 10) with the Ohio Facilities Construction Commission has been completed,

THEREFORE BE IT RESOLVED, that the Board of Education of the Chippewa Local School District approve the Certificate of Project Completion (Exhibit A) and authorize the President and Treasurer to execute the Certificate, and,

BE IT FURTHER RESOLVED, that the Treasurer be authorized to close the Project Construction Fund (Fund 10) and dispose of the remaining funds in accordance with Ohio Revised Code, Section 3318.12.

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

**RESOLUTION 076-23**

c. Upon consideration to approve the following fund to fund transfers:

<b>From Fund</b>		<b>Amount</b>
200-990S	Class of 2019	\$ 1,488.86
200-990T	Class of 2020	\$ 1,893.62
200-990Y	Class of 2021	\$ 1,849.00
200-990Z	Class of 2022	\$ 4,512.43
<b>To Fund</b>		
018-909B	Public School Support-HS	\$ 9,743.91

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

**RESOLUTION 077-23**

d. Upon consideration to approve the temporary appropriations for Fiscal Year 2023. **Exhibit H**

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

**VI. SUPERINTENDENT'S UPDATES:**

- A. OHSAA
- B. Facility Usage Form
- C. State Testing Results – Jodie Hughes Presentation

**VII. SUPERINTENDENT'S AGENDA**

**RESOLUTION 078-23**

- A. Upon consideration to approve the contract with the Village of Doylestown/Doylestown Police Department for the School Resource Officer for \$53,025 for the 2023-2024 school year. See **Exhibit B** attached.

Motion to approve by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

**VIII. SUPERINTENDENT'S CONSENT AGENDA**

**RESOLUTION 079-23**

- A. Upon consideration to approve the following Classified Two-Year contracts for the 2023-2024 and 2024-2025 school year:
  - April Heaps
  - Jennifer Simms
- B. Upon consideration to approve the following staff members to be paid at a rate of \$25/hour, up to 18 hours for completion of state mandated Dyslexia training (ORC 3323.251 through ODE training portal).
  - Jean Kerr
  - Jillian Sweazy
  - Courtney Sandmann

C. Upon consideration to approve the following supplemental contracts for the 2023-2024 school year.

<u>Supplemental Name</u>	<u>Person</u>	<u>Percent</u>
Theatre Consultant Tech HS	Rachel Kindig	\$250
Theater Volunteer HS	Matt Filo	\$0
Theater Volunteer HS	Michael Lucas	\$0
Theater Volunteer HS	Andrienne Jones	\$0
Theater Consultant Tech CIS	Rachel Kindig	\$150
Asst. Musical Play Director HS	Makenzie Thacker	4.5%
Boys Varsity Wrestling	Michael McMorrow	10.5%
Varsity Football Assistant	Michael McMorrow	12.0%
Varsity Football Assistant	Dylan Sitosky	12.0%
7&8 Volleyball	Emily Ramseyer	7.25%
7&8 Volleyball	Jillian Sweazy	7.25%
Freshman Girls Basketball*	Kevin Longanecker	7.25%
JV Girls Soccer	Beth Lewis	7.25%
Girls Varsity Wrestling	Hanna Hall	10.5%
Girls Wrestling Assistant-HS	Shelby Hall	2.75%
7&8 Academic Challenge	Margaret Shaffer	2.50%
7&8 Cross County	Aidan Douglas	5.0%

\*If there is a freshman team

D. Upon consideration to approve the following resignations:

- Clarissa Wylie as a teacher at CIS effective June 2, 2023
- Keith Brown as a teacher at the JR/SR HS effective 5/5/2023 per separation agreement

E. Upon consideration to approve the MOU with the Ohio Association of Public School Employees, Chapter #445 for severance payout. **Exhibit C**

F. Upon consideration to approve the transfer of Jillian Sweazy from MA Step 6 to MA +30 per the CEA contract.

G. Upon consideration to approve the transfer of Joan West from MA +15 to MA +30 per the CEA contract.

H. Upon consideration to approve the hiring of Dylan Sitosky, as a Permanent Substitute Teacher at 179 days, \$35, 578, for the 2023-2024 school year

I. Upon consideration to approve the 2023-2024 agreement with Wayne County Board of DD Chippewa Classroom Unit and Shared Speech Therapist agreements. See **Exhibit D**

J. Upon consideration to approve the Memorandum of Understanding 2023-2024 for College Credit Plus. **Exhibit E**

- University of Akron – Wayne College

K. Upon consideration to approve the MOU with Dr. Alice Hoyt for free stock epinephrine (EpiPens). **Exhibit F**

L. Upon consideration to add an MOU with the Chippewa Educational Association for supplemental contract – Girls Varsity Wrestling. **Exhibit G**

M. Upon consideration to hire summer help at \$15/hr. retroactive from June 5 – July 28.

- Kristy Bentley Karen Haynes
- Donna Thomas Janet Lenox
- Charlene Whipkey Krissy Youngblood

N. Upon consideration to hire technology summer support at \$14/hr. retroactive from June 5 – July 28

- Mason Dobbins

O. Upon consideration to update Daniel Edwards as an Intervention Specialist at BA +150, Step 4.

Motion to approve by Fenn and 2<sup>nd</sup> by DeAngelis

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

**IX. BOARD DISCUSSION**

A. Legislative Update – Jeremy Golub – Senate House Bill

B. Facility Committee Update – Michael Burns – Debt Limitations & Finance options

**X. NEW BUSINESS - none**

**XII. MOTION TO ADJOURN**

Motion at adjourn by Fenn and 2<sup>nd</sup> by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes **CARRIED**

Time: 7:06 PM

NOTE: The next Work Session will be Friday, June 30, 2023, at 8 AM,  
and the next Regular Meeting will be held on July 10, 2023 at 6:00 PM.

APPROVED:

  
\_\_\_\_\_  
President

Date: 06/30/2023

  
\_\_\_\_\_  
Treasurer

**The Ohio Facilities Construction Commission**

30 West Spring Street,  
4<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: 614-466-6290 Fax: 614-466-7749

Exhibit A  
2 pgs

**CERTIFICATE OF COMPLETION OF THE PROJECT AGREEMENT**

School District: **Chippewa Local** County: **Wayne**  
 Segment: **1**  
 Program: **Classroom Facilities Assistance Program**  
 Date of Commission Approval of Master Facilities Plan and Budget: **October 27, 2016**  
 Date of Controlling Board Approval of Master Facilities Plan and Budget: **February 22, 2016**  
 Date of Execution of the Segmented Project Agreement: **December 2, 2016**  
 Total Building Expenditures: **\$24,629,853.63**

<b>Completed Classroom Facility</b>			
<i>Building Name</i>	<i>Building Address</i>	<i>Maintenance Plan Approval</i>	<i>Date of Occupancy</i>
New Chippewa 7-12 HS	466 South Portage Street Doylestown, OH 44230	January 31, 2020	August 20, 2018

The funds remaining in the Classroom Facilities Fund (Fund 010) may be comprised of unused principal, allowances, and investment earnings on Commission and School District funds. Pursuant to section 3318.48 of the Ohio Revised Code, the unused principal and allowance must be shared between the Commission and School District in an amount proportional to the respective percentage shares of the original basic project cost, while the funds remaining attributed to the investment earnings on Commission funds must be returned to the state. Interest earnings on School District funds meanwhile, must be transferred to the School District Classroom Facilities Maintenance Fund (Fund 034) or deposited in accordance with ORC 3318.12. The School District has adopted and the Commission has approved a maintenance plan for the classroom facilities and the School District is aware that updates to the original maintenance plan may be considered.

A final accounting process is complete and the School District and Commission agree that all funds are accounted for and the Closeout Calculator is accurate. Upon final approval of this certificate, an addendum to the Closeout Calculator and Fund Report shall be provided to the School District to account for any changes occurring in Fund 010 since the date that the Closeout Calculator and Fund Report were submitted.

Date of Submission of Closeout Calculator, Fund Report from the School District Accounting System, and any explanation of reconciliation between the Drawdown Spreadsheet and the Fund Report: **October 31, 2020.**

Upon completion of the construction of the Project, the Commission’s direct interest and participation in the project is concluded. The Commission’s interest is considered transferred to the School District, subject to any holding necessary to secure bonded obligations. The School District shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with the Project.

All Drawings and Specifications are the property of the School District. The School District may use the Record Drawings for any purpose relating to the Project including, without limitation, additions to or completion of the Project. All other project records shall be maintained according to the respective retention schedules of the School District and the Commission.

All outstanding issues are resolved to the satisfaction of the School District and the Commission.

The School District agrees to provide the Commission any audit report received by the School District regarding the Classroom Facilities Project. School Districts may notify the Commission when Financial Audit Reports are available online for download.

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*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

**CHIPPEWA LOCAL SCHOOL DISTRICT**

**Wayne County**

By: \_\_\_\_\_  
President – Board of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer – Board of Education

Date: \_\_\_\_\_

**OHIO FACILITIES CONSTRUCTION  
COMMISSION**

By: \_\_\_\_\_  
OFCC Finance

Date: \_\_\_\_\_

By: \_\_\_\_\_  
OFCC Executive Director or Designee

Date: \_\_\_\_\_

Exhibit B  
4 pgs

## SCHOOL RESOURCE OFFICER AGREEMENT

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This Agreement is made this 1<sup>st</sup> day of August, 2023 by and between the Chippewa Local School District (hereinafter "School District"), and THE VILLAGE OF DOYLESTOWN and DOYLESTOWN POLICE DEPARTMENT (hereinafter collectively referred to as "Police Department").

### WITNESSETH:

**WHEREAS**, the School District has determined that it will benefit from the implementation of a School Resource Officer and DARE/Drug Prevention Program:

**WHEREAS**, the Police Department agrees to provide the School District a School Resource Officer Program in the School District; and

**WHEREAS**, the School District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by a School Resource Officer ("SRO") in the School District;

### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **Cost of the Program.** The SRO shall be paid by the Village of Doylestown as an employee of the Police Department. The SRO is a full-time employee of the Police Department who works full time in the School District during the board approved school year. **Based on the expected time commitment to the School District the Village of Doylestown shall submit TWO (2) invoices. The first invoice dated August 1 will have the months of September through December to be paid by the 15<sup>th</sup> of each month. The total invoice for the first half will be \$23,566.65. The second invoice dated December 1 will have the months of January through May to be paid by the 15<sup>th</sup> of each month. The total invoice for the second half will be \$29,458.35. The total of these two invoices shall equal \$53,025.00.** The School District will have no responsibility for payment directly to the SRO or any withholding or benefits. The Village of Doylestown will maintain insurance for the SRO.
2. **The Program.** The program shall consist of the assignment of one SRO for the School District from the beginning of school through the last day of school, as determined by the School District calendar. The SRO shall be assigned duties as provided for herein.
3. **Employment of SRO.**
  - A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department. The SRO shall be subject to all personnel policies and practices, of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline a SRO.
  - B. A joint committee composed of the Chief of the Police Department and a representative of the School District shall convene as requested by either party to review the SRO office and the



Program. The School District shall have the ability to contribute to the evaluation of the Officer assigned to the School District.

**4. Duty Hours.**

A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the School District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

B. It is understood and agreed that the SRO may have duties that preclude him or her from being at the School District during normally scheduled hours. In these circumstances, the Police Department shall provide as much advance notice to the School District as possible. In the event of an emergency, the Police Department shall provide notice of the absence of the SRO to the School District as soon as practicable.

5. **Term of Agreement.** The initial term of this Agreement shall be equivalent to the 2023-2024 school year, commencing on the first day of school in August, 2023 and ending on the last day of school in May 2024, however, should either party encounter budget constraints that make the continuation of the Agreement impractical, then either party may cancel this agreement upon Sixty (60) days' notice to the other. Following the initial first term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this Agreement.

**6. Duties of SRO.**

The SRO's duties shall include, but not be limited to, the following:

A. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.

B. To assist the School District in providing a safe environment as to law enforcement matter and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.

C. To provide a DARE/Drug Prevention Program using approved materials as requested by the School District.

D. To associate with students during the school day and be a positive role model.

E. To be a resource for teachers, parents, and students for conferences on School District grounds on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

F. To make appearances before school groups, parent groups, and other groups associated with the School District and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

- G. To report and document all crimes originating on the School District property. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
  - H. Any school code violations observed by the SRO shall be immediately referred to the School District. The SRO shall not discipline students, and the SRO's responsibility for school code violations is limited to reporting said violations.
  - I. To document activities performed for the School District and to provide said documentation in the form of a monthly report to the Police Department and to School District.
  - J. To share information, complying first with Police Department protocol, with designated School District Employees regarding individuals or conditions that pertain to School District safety concerns.
  - K. To work with School District employees to develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
  - L. To coordinate his or her activities with designated School District employees and seek permission, guidance, or advice prior to enacting any programs within the school.
  - M. To coordinate and/or present programs on law enforcement matters effecting minors as requested by the School District.
  - N. To wear approved department regulation uniform and to carry on his or her person a department authorized duty weapon (firearm) in accordance with Police Department policy.
7. **Chain of Command.** As an employee of the Police Department, a SRO shall be subject to the chain of command of the Police Department. However, in performance of his or her duties, the SRO shall coordinate and communicate with designated School District employees of the School District.
8. **Transporting Students.**
- A. A SRO shall not transport students in a Police Department vehicle except as follows:
    - 1. When a student is a victim of a crime, under arrest, or some other emergency circumstance exists; or
    - 2. A student is directed to leave the School District grounds pursuant to school disciplinary actions, and the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other student and school personnel.

B. A student who is removed from the School District grounds by the SRO should be transported to a law enforcement office or the location where the student's parent or legal guardian is expected to be located.

C. SROs shall not transport students in their personal vehicles.

D. No student should be removed from the School District grounds without first receiving approval from the School District or the SRO's superior at the Police Department.

**9. Access to Education Records.**

A. School District employees shall allow a SRO to inspect and copy any public records maintained by the School District or the SRO's superior at the Police Department.

B. If some information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student record information is needed by a SRO, but no emergency situation exists, the information may be released only as allowed by law.

D. If the parent/guardian is unable to get child to school, SRO may pick child up at residence and transport to school. SRO does have child booster seats if needed.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.



By: Todd Osborn

Its: Superintendent of Chippewa Local Schools

By: Terry L. Lindeman

Its: Mayor of the Village of Doylestown

Exhibit C  
JPGS

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Chippewa Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, Chapter #445 ("Association") (collectively known as "the Parties"), on this 10<sup>th</sup> day of May 2023, in order to address certain matters between them.

**WHEREAS**, the Board and the Association are parties to a Master Agreement for the period of July 1, 2020, through June 30, 2023; and

**WHEREAS**, Article XI – *Premium Pay*, Section D – *Severance* of both the 2020 and 2023 Master Agreements, includes terms, conditions, and provisions relative to the payment of severance pay for accrued but unused sick leave days to employees; and

**WHEREAS**, Article XI – *Premium Pay*, Section D – *Severance* of the 2020 Master Agreement and of the 2023 Master Agreement authorize the Board to issue, to those who choose the cash option, one lump sum payment of severance pay, no later than December 31 of the year of retirement; and

**WHEREAS**, the Parties desire to have the option of one lump sum payment of severance pay made on the first regularly scheduled payday after January 1<sup>st</sup> following the effective date of the employee's retirement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Article XI – *Premium Pay*, Section D – *Severance* of the 2020 Master Agreement and of the 2023 Master Agreement, shall be amended as follows:

The Board shall pay to each employee retiring with ten (10) years active service in the Chippewa Local School System twenty-five percent (25%) of remaining sick leave days at the retiree's per diem rate on the date of actual retirement with a maximum payment of seventy-five (75) days effective 7/1/20. An employee shall be eligible for payment upon the date of approval by the School Employees Retirement System (SERS) for retirement. Employees eligible for retirement shall have the option of retiring on May 31 upon prior notification to the Board and completion of all record keeping and other duties as assigned by their Supervisor. Employees who notify the Board of their impending retirement at the conclusion of that school year by no later than March 1 of that same year, will receive a bonus payment of five hundred dollars (\$500.00).

**Cash Option:** One (1) lump sum payment will be made to the employee no later than December 31, of the year of retirement or on the first regularly scheduled pay day after January 1<sup>st</sup> following the effective date of retirement, which voids all sick leave.

**Annuity Option:** The Board will permit the retiring employees to make an elective deferral from the Board's 403(b) plan and salary reduction contribution to the Board's 457(b) plan from the unused sick leave payment provided, as required under paragraph one (1), that

one (1) lump sum payment is made to the annuity provider by the end of the calendar year in which retirement occurred, which voids all sick leave. Each retiring employee making those deferrals or contributions must complete a salary reduction agreement (SRA) in accordance with IRS requirements prior to the unused sick leave payment subject to the maximum limits permitted by law in that year (\$19,500 for 2020 to each plan, plus \$6,500 for those retirees age 50+, plus the 15+ year of service additional limit of \$3,000 for the 403(b) plan only). Notification of the SRA must be sent to the Finance Office at least 30 days prior to the retirement date.

The employee may elect, in writing, a combination of the two options above, with the understanding that the annuity provider(s) and the employee will only each receive one 20 (1) lump sum payment each, the total of which voids all sick leave. All payments will be made in the year of retirement, by December 31. Employee election due into the Finance Office at least 30 days prior to the retirement date.

The making of the post-employment contributions in the manner described above conforms with the Internal Revenue Regulations set forth in IRC 1-415( c )(2).

2. This MOU shall prevail over any contrary provision in the Master Agreement or any successor agreement. To the extent that any provision in the Master Agreement or successor agreement has changed under this MOU, all other provisions in the Master Agreement or successor agreement shall remain in full force and effect as written.
3. This MOU shall set no precedent in any other matter between the Parties, now or in the future, and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee.
4. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be reduced to writing and signed by the Parties.

**WHEREFORE**, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

**FOR THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES,  
CHAPTER #445**

BY: Michael Rowe  
\_\_\_\_\_, President

DATE: 5-10-2023

**FOR THE CHIPPEWA LOCAL  
SCHOOL DISTRICT BOARD OF  
EDUCATION**

BY: Todd S. Osborn  
\_\_\_\_\_, Superintendent

DATE: 5/8/2023

Exhibit D  
3 pgs

**Written Agreement in Support of  
Placement WCBDD Classroom Units**

Both the Wayne County Board of Developmental Disabilities (WCBDD) and the Chippewa Local Schools submit and agree to the terms contained within this agreement regarding the WCBDD classes placed within the Chippewa Local Schools system.

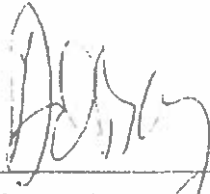
**The Wayne County Board of Developmental Disabilities agrees to:**

- Offer placement in the classroom unit(s) to Chippewa Local students and students from other Wayne County school districts, with special consideration given to Chippewa Local residents;
- Provide primary instructional and supervisory services for students in the classroom unit, with an understanding that Chippewa supervisors welcome the opportunity to become more involved with and active in the provision of supervisory services to these classroom students;
- Jointly develop, as appropriate, the students' Individualized Education Programs;
- Provide related services to students from non-Chippewa Local districts, with the understanding that Chippewa Local is agreeable to provide related services to Chippewa Local-resident students in the SLP, OT and PT disciplines, recognizing that WCBDD cannot participate directly in the Medicaid in the Schools program. A collaborative model of shared therapy service provision will be crafted and adopted which outlines Chippewa Local's provision of related services (SLP, OT and PT services) to non-Chippewa Local students with a provision of billing Medicaid or excess costs to home districts;
- Support the community instructional needs of the students in these unit(s) by providing transportation services as determined by the IEPs, and WCBDD and Chippewa Local;
- Collaborate with willing regular and special educators, working within Chippewa Local School system, to develop and provide naturally occurring and planned integration experiences for students across their classrooms, including collaborative access to music, art, and general physical education, where available;
- Encourage WCBDD staff participation in all aspects of the School's programs, including, but not limited to, activities such as the following: attendance at staff meetings and Open House programs, shared "end of the day" school duties, and the like;
- Collaborate in the development and provision of staff development focused on team building skills and practices, involving both special and regular educators.

**Chippewa Local Schools agrees to:**

- Chippewa agrees to pay to WCBDD the ODE weighted-funding as validated by ODE School Finance based upon the October Chippewa student count within the units. WCBDD will generate an invoice in December payable within 45 days.
- Make space available to the WCBDD classroom unit(s) in their LEA settings to extend through School Year, 2023-234;

- Provide a classroom aide responsible for all students assigned to the classroom and directed by the classroom Intervention Specialist;
- Reimburse the WCBDD per contract for individualized support services as determined by IEP for Chippewa Local students who require related services beyond basic services offered by WCBDD (for example: 1:1 assistant, interpreter, personal nurse);
- Help to develop a collaborative model of shared therapy service provision to be crafted and adopted which outlines Chippewa Local's provision of related services (SLP, OT and PT services) to non-Chippewa Local students with a provision of billing Medicaid or excess costs to home districts;
- Provide appropriate transportation to and from school daily for all Chippewa Local students placed within these classroom units;
- Collaborate in the development and provision of opportunities for naturally occurring and planned integration experiences for the students served in these classrooms, including collaborative access to music, art, and general physical education, where available;
- Provide access to professional staff development offered through Chippewa Local Schools for WCBDD staff, which will facilitate these goals being accomplished.



\_\_\_\_\_  
**WCBDD Superintendent Signature**

6/2/23

\_\_\_\_\_  
**Date**



\_\_\_\_\_  
**Chippewa Local Schools Superintendent Signature**

6/7/23

\_\_\_\_\_  
**Date**

**Shared Speech Therapist AGREEMENT**

WHEREAS: The Chippewa Local Schools desires to contract with the Wayne County Board of Developmental Disabilities for Speech Therapist time.

WHEREAS: Judy Thompson, SLP, is interested in that position, and

WHEREAS: the above named individual has been chosen to perform that duty;

NOW THEREFORE BE IT RESOLVED: that the above named individual shall be appointed to fulfill that position for the 2023-24 school year. Services to be contracted are twenty five (25) hours/month with additional hours upon agreement of all parties.

WHEREAS: The Shared Speech Therapist shall be an employee of the Wayne County Board of DD only. The Chippewa Local Schools shall reimburse the Wayne County Board of DD for the amount of \$60.00/hour for services provided. The Wayne County Board of DD shall invoice the Chippewa Local Schools on a regular basis and shall provide supporting documentation for services provided when requested.

FURTHER: The Chippewa Local Schools, at its expense, will provide liability insurance coverage to the Shared Speech Therapist with respect to all work performed by her for or on behalf of the Chippewa Local Schools subject to applicable policy conditions, exclusions and limitations.

IN WITNESS WHEREOF, The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. This Agreement may not be amended or modified except in a written document executed by each of the parties hereto. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties.

CHIPPEWA LOCAL SCHOOLS

Todd S. Cobb  
Superintendent

6/7/23  
Date

WAYNE COUNTY BOARD OF DD

Judy Thompson  
Superintendent

6/7/23  
Date

CHIPPEWA LOCAL SCHOOLS

Jan O. Hansen  
Treasurer

06/06/2023  
Date

WAYNE COUNTY BOARD OF DD

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date



Exhibit E  
8pgs

**AFFILIATION AGREEMENT**

**THE UNIVERSITY OF AKRON**  
**and**  
**CHIPPEWA BOARD OF EDUCATION**

This Agreement entered into on this 23<sup>rd</sup> day of May 2023, between The University of Akron, a state university created under the laws of Ohio, located at 302 East Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY"), and Chippewa Local Schools located at 56 N. Portage Street Doylestown, OH 44230 ("SCHOOL").

**WITNESSETH:**

WHEREAS, the parties hereto desire to cooperate in establishing a continuing educational relationship to assist in the education of students by the UNIVERSITY whereby the LeBron James Family Foundation School of Education may utilize student teaching experience offered by SCHOOL, at facilities SCHOOL shall make available to the UNIVERSITY; and

WHEREAS, SCHOOL operates facilities with the capacity to provide sites for student teaching and other field-based teacher education experiences for students who are enrolled in the UNIVERSITY's College of Education; and

WHEREAS, UNIVERSITY's LeBron James Family Foundation School of Education desires to place teacher education students in the classrooms of SCHOOL for the purposes of their participating in student teaching and other field-based teacher education experiences as required by, but not necessarily limited to, the Standards for College or Universities Preparing Teaching as promulgated by the State Board of Education.

NOW, THEREFORE, the parties hereto, in consideration of the promises and covenants between them hereinafter made and entered into, mutually agree, according to the following terms and conditions hereinafter set forth, as follows:

- I. The UNIVERSITY and SCHOOL agree to affiliate and cooperate for their mutual benefit to provide a high standard of student teaching and other field-based teacher education experiences for UNIVERSITY students.
- II. This Agreement is for a term of one (1) year beginning on the date first written above. Thereafter, this Agreement shall renew automatically year after year unless one of the parties gives written notice at least ninety (90) days prior to the end of the then existing term of its intention to terminate this Agreement at the end of the term.
- III. THAT THE UNNERSITY SHALL:
  - A. Provide the appropriate SCHOOL official with Student Teaching Syllabi.

objectives, and goals for students assigned to SCHOOL.

- B. Establish and maintain curriculum standards and educational policies that meet UNIVERSITY requirements, including applicable licensing and accreditation requirements.
- C. Employ, through the UNIVERSITY's LeBron James Family Foundation School of Education, faculty members and other instructional staff who meet applicable qualifications and who shall assume, in respect to SCHOOL, the following responsibilities for the LeBron James Family Foundation School of Education students:
  - a. Full responsibility for the education of its students.
  - b. Select and assign for student teaching educational experiences only those students who meet UNIVERSITY requirements and qualifications and who agree to follow SCHOOL's rules and regulations.
  - c. Plan student assignments with SCHOOL personnel in charge of the student teaching experience prior to the scheduled student teaching experience and assist with any orientation session scheduled by SCHOOL.
  - d. Arrange scheduled hours of student teaching of students.
  - e. Use whatever pertinent teaching experiences may be available at various times and places that may be of assistance in meeting program objectives.
  - f. Arrange and conduct classes, conferences, and field trips for the students at times that shall be determined by the faculty.
  - g. Admit to the student teaching experience only students who have met all UNIVERSITY requirements.
- D. Designate a member of the UNIVERSITY who will coordinate and/or act as liaison person between the UNIVERSITY and SCHOOL.
- E. Provide a Contract Professional from the Office of Teacher Education of the UNIVERSITY who will communicate at least annually with appropriate SCHOOL official(s) to discuss and establish suitable student teaching experience.
- F. Provide the appropriate SCHOOL official with a yearly projection of the numbers of students who will be assigned for student teaching experience and  
the dates of such assignments.

- G. Submit to SCHOOL, the names of students, dates, and assigned areas at least one month prior to the assignment at SCHOOL and thereafter a list of students based on final registration.
- H. Provide orientation to SCHOOL's staff with respect to the UNIVERSITY.
- I. Accept SCHOOL's written or expressed policies and procedures as guides to College of Education Office of Student Teaching personnel and provide SCHOOL, UNIVERSITY faculty, and students with copies of any written UNIVERSITY rules and regulations that may apply to students in the student teaching program.
- J. UNIVERSITY shall advise students who intend to participate in the student teaching educational experience in SCHOOL that they must complete a criminal background check within one year prior to their placement in SCHOOL, and they must provide the result directly to SCHOOL. Students are responsible for the cost of the criminal background check.
- K. At the option of the School, University shall compensate School for each teacher assigned a student: \$320.00 for a sixteen-week assignment.

N. THAT SCHOOL SHALL:

- A. Make available to the faculty and students of The LeBron James Family Foundation School of Education Office of Student Teaching the agreed-upon essential educational experiences.
- B. Provide a Cooperating (Mentor) Teacher/Clinical Faculty. The Cooperating (Mentor) Teacher/Clinical Faculty shall be defined as School District's employee who is jointly selected by the parties to assume supervisory responsibility for University Student Teachers involved in the student teaching program at the School District. A Cooperating (Mentor) Teacher/Clinical Faculty shall not be considered for any reason to be an employee of the University.
- C. Use the following criteria in the selection of a Cooperating (Mentor) Teacher/Clinical Faculty:
  - a. Holds and maintains teacher certification/licensure in the area(s) in which he or she will supervise a University Student Teacher;
  - b. Has completed a minimum of three (3) successful years of classroom teaching experience including a minimum of one (1) year
    - classroom teaching experience in the area which he or she will supervise the Student Teacher;

- c. Is recommended by the building principal; and
  - d. Gives consent to assume the role of Cooperating (Mentor) Teacher/Clinical Faculty after he or she has been fully informed of the duties and responsibilities required of a Cooperating (Mentor) Teacher/Clinical Faculty under this Agreement.
- D. Assume the responsibility for explaining to and instructing the staff members in their respective roles and relationships with the faculty and students and to promote the successful, cooperative arrangement between SCHOOL and UNIVERSITY.
  - E. Provide orientation for faculty members of the UNIVERSITY through programs, meetings, or the dissemination of appropriate published matter, as well as provide UNIVERSITY faculty with written policies, procedures, standards of care, and protocols of SCHOOL which shall govern the students and faculty involved in the student teaching program.
  - F. Assist the faculty in orienting their students to SCHOOL and provide orientations to acquaint students with SCHOOL facilities, policies, procedures, SCHOOL faculty and staff, and the needs of individuals or groups with whom students will be working.
  - G. Provide spaces, including conference rooms, for the students and faculty during the periods of their student teaching experience and space for reference materials for students and faculty.
  - H. Define mechanisms for students reporting on and off duty and define student dress codes that meet the approval of SCHOOL.
  - I. Maintain the sole responsibility for SCHOOL students.
  - J. Maintain administrative and professional supervision of UNIVERSITY students insofar as their presence and program assignments affect the operations of SCHOOL and its care, direct and indirect, of SCHOOL students.
  - K. Provide safety and security measures to faculty and students that are available to employees.
  - L. Permit faculty representation on SCHOOL committees as appropriate.
  - M. Provide policy and procedure updates to UNIVERSITY.

V. IT IS MUTUALLY AGREED BY BOTH PARTIES THAT:

- A. The Director of Teacher Education (UNIVERSITY Office of Student Teaching) and the appropriate SCHOOL officials, or their designates, will agree upon the number of students and types of classes to be utilized to meet

the educational objectives of the program. It is further agreed the faculty/student ratio will be commensurate with the objectives of the program.

- B. UNIVERSITY and SCHOOL hereby agree that they are and shall continue to be in compliance with all laws regarding fair employment, equal opportunity, and non-discrimination. No person shall, on the grounds of race, color, religion, creed, national origin, ancestry, sex, age, handicap, or disability be excluded from participation in any program or activity sponsored by the parties to this Agreement.
- C. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations in compliance with the standards, rulings, and regulations of the State Board of Education, as well as their own respective institutional rules, regulations, and bylaws.
- D. The Boards of Trustees of UNIVERSITY and SCHOOL shall have exclusive control of the respective institutions. No party by virtue of this agreement assumes any liability of any debts or obligations of a financial, legal, moral nature incurred by the other party into this Agreement. Neither party intends for this Agreement to alter in any way their respective legal rights or their obligations to one another, the students and faculty assigned to SCHOOL, or to any third party.
- E. Neither party shall use the name of the other in any promotional or advertising material unless review of approval of the intended use shall first be obtained from the party whose name is to be used.
- F. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
- G. While at SCHOOL, students and faculty shall not be considered as employees of SCHOOL and shall not be covered by its state retirement programs, unemployment compensation, workers' compensation, or malpractice insurance coverages.
- H. SCHOOL shall have final responsibility for all aspects of SCHOOL students.
- I. The parties agree that UNIVERSITY students shall not be compensated for their participation in the student teaching program.
- J. SCHOOL may recommend to the UNIVERSITY withdrawal of a student if the achievement, academic progress, adjustment, or health of the student does not warrant continuation or if the student's behavior fails to conform to applicable regulations of SCHOOL. Such recommendation shall be in

writing and shall specify the basis for SCHOOL's recommendation.

- K. Neither party shall be required to provide pay or in kind for any services performed nor activities required in connection with matters associated with this Agreement. SCHOOL shall provide all equipment and supplies needed for clinical instruction at its facility. The UNIVERSITY will provide and maintain any necessary records and reports pertaining to the student's student teaching experience.
- L. UNIVERSITY faculty shall have the right to ascertain if the objectives of the student teaching education program are being met.
- M. This Agreement shall be binding on all parties, their successors, and assigns.
- N. UNIVERSITY and its employees shall not be considered nor shall they hold themselves out as employees of SCHOOL. Nothing in this Agreement shall be intended to create a joint venture relationship or anything other than a relationship between the parties as independent contractors. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, workers' compensation, or other taxes or benefits on behalf of its employees.
- O. The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with each other in providing any other assistance needed to meet the requirements for such participation.
- P. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason or if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

#### VI. GOVERNING LAWS

This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

#### VII. ASSIGNMENT

Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

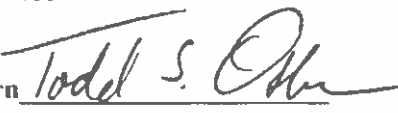
#### VIII. NOTICE

Any notice to either party must be in writing signed by the party giving it and be

deemed by the parties given when mailed postage prepaid, first class, certified, or express mail or hand delivered when addressed to the following individuals:

For UNIVERSITY:

Dr. Heather Howley, Director  
The University of Akron Wayne College  
1901 Smucker Road Orrville OH 44667

For SCHOOL:    **Todd Osborn**   
**Superintendent** \_\_\_\_\_  
**Chippewa Local Schools** \_\_\_\_\_

**SIGNATURE PAGE FOLLOWS**

In executing this Agreement, each of the parties represents and warrants that they are authorized by their respective principals to enter into the Agreement and to give it binding legal effect. The parties to this Agreement accept these terms through their respective representative on the day and year first above written.

THE UNIVERSITY OF AKRON

BOARD OF EDUCATION

RECOMMENDED BY:

By: \_\_\_\_\_  
Dr. Heather Howley  
Director  
The University of Akron Wayne College  
1901 Smucker Road Orrville OH 44667

Date: \_\_\_\_\_

By: Todd S. Oll  
(Superintendent/CEO Signature)

Its: Superintendent

Date: 5/23/2023

APPROVED BY:

By: \_\_\_\_\_  
Dr. John Wiencek  
Executive Vice President and Provost

Date: \_\_\_\_\_

Office of General Counsel  
The University of Akron  
Reviewed and Approved for  
Legal Form and Sufficiency

By: \_\_\_\_\_  
Scott Campbell  
Assistant General Counsel and  
Records Compliance Officer  
The University of Akron

Date: \_\_\_\_\_



Exhibit F  
10 pgs

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is effective as of the 16 day of May, 2023 ("Effective Date") by and between Dr. Alice Hoyt ("Prescriber"), and Chippewa USD ("Entity"). Prescriber and Entity shall also be referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Prescriber has prescribing privileges in the state of Ohio; and

**WHEREAS**, "stock epinephrine" is epinephrine prescribed to an entity to be used in case of the allergy emergency anaphylaxis; and

**WHEREAS**, stock epinephrine is legally permitted to be prescribed to entity by prescribers as detailed in state code R.C. Sec. 3728.01.; and

**WHEREAS**, Prescriber and Entity both have an interest in the health and wellbeing of the community, including Entity participants or customers; and

**WHEREAS**, Prescriber and Entity both seek to ensure that the community has access to epinephrine, the life-saving treatment for anaphylaxis.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose. The purpose of this MOU is to create a framework through which Prescriber may provide a prescription for stock epinephrine auto-injectors to Entity
2. Schedule and Location(s) of Services. Prescriber will provide a prescription to Entity electronically, via fax, or via mail. Prescription shall be provided within 30 days of the completion of this agreement.
3. Prescriber's Services and Obligations.
  - A. Stock Epinephrine Prescription. Prescriber shall provide to Entity a prescription for stock epinephrine. This prescription may be utilized by Entity to obtain epinephrine auto-injectors from a pharmacy or from a company's auto-injector program, such as Epi4Schools by Mylan.
  - B. Standing order for stock epinephrine. Prescriber shall provide to Entity a standing order for stock epinephrine. This standing order shall be incorporated by Entity into its emergency protocols.
4. Prescriber's Services and Obligations.

- C. Stock Epinephrine Prescription. Prescriber shall provide to Entity a prescription for stock epinephrine. This prescription may be utilized by Entity to obtain epinephrine auto-injectors from a pharmacy or from a company's auto-injector program, such as Epi4Schools by Mylan.
- D. Standing order for stock epinephrine. Prescriber shall provide to Entity a standing order for stock epinephrine. This standing order shall be incorporated by Entity into its emergency protocols.
5. Compensation/Payment. Each Party shall be responsible for its own expenses to undertake its responsibilities under this MOU. Entity shall be responsible for any costs associated with obtaining epinephrine auto-injectors from a pharmacy or epinephrine program.
6. Medical Emergency Determination and Indemnification. For all urgent or emergent medical concerns or issues including but not limited to anaphylaxis, Entity and/or Entity staff shall follow Entity's emergency protocol. Under no circumstance shall Entity attempt to contact Prescriber during a possible medical emergency; Entity should immediately enact its medical emergency response plan per its emergency protocol.
- a. Only after the medical emergency anaphylaxis should Prescriber be contacted.
  - b. Entity shall contact Prescriber within 24 hours (one business day) of an episode of anaphylaxis where the stock epinephrine is used.
  - c. Prescriber is indemnified from any and all outcomes associated with the use of epinephrine obtained by Prescriber's prescription.
7. Term and Termination. This MOU shall commence as of the Effective Date and shall continue in full force and effect for 1 year, unless terminated sooner as provided herein. Either Party may terminate this MOU at any time for any reason upon thirty (30) days' prior written notice to the other Party.
8. Compliance with Laws. The Parties agree to comply with all applicable laws, rules, and regulations, as they may be amended from time to time, including, but not limited to, (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. § 1395nn); (iii) applicable federal and State laws with respect to patient privacy; and (iv) solely with respect to this MOU and the Services provided hereunder, applicable federal and State laws with respect to personally identifiable information and/or public records. Accordingly, no part of any terms hereunder is a prohibited payment or remuneration for the recommending or arranging for the referral of business or the ordering of items or services, nor is this arrangement intended to induce illegal referrals of business. Each Party shall be responsible for obtaining all licenses, permits and approvals, if any, which are necessary for the performance of its duties hereunder.
9. Compliance-Related Changes. The Parties recognize that the law and regulations may change or may be clarified, and that terms of this MOU may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the Parties agree to negotiate in good faith revisions to the term or terms that cause the potential

or actual violation or noncompliance. In the event the Parties are unable to agree to new or modified terms as required to bring the entire MOU into compliance, either Party may terminate this MOU on thirty (30) days' prior written notice to the other Party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.

10. Liability; Insurance.

- a. Each Party to this MOU shall be responsible for its own acts, omissions, negligence, intentional wrongdoing, or breach of any obligations under this MOU by or through itself or its agents, employees, representatives, and contracted servants.
- b. Each Party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each Party shall provide the other Party with documents or certificates of insurance evidencing the coverage required under this Section 10. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days' prior written notice to the other Party.

11. Confidential Information. During the term of this MOU, Entity may learn certain confidential information about Prescriber's business and/or operations. Entity agrees that it will keep all such information strictly confidential, that it will not use such information for any purpose other than to perform its obligations hereunder, and that it will not resell, transfer, or otherwise disclose such information to any third party without Prescriber's specific, prior written consent. This section shall survive termination of the MOU.

12. HIPAA. The Parties shall comply with all applicable federal, state and local laws and regulations and lawful court orders with regard to the disclosure and use of a participant or customer's health information, including, but not limited to, HIPAA, FERPA, and all other applicable federal and state privacy laws. This section shall survive termination of the MOU.

13. Applicable Law. This MOU shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The Parties agree that any litigation arising out of this MOU shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cleveland, OH (Prescriber city, state).

14. Independent Contractor Status. Each Party is a separate and independent institution, and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each Party understands and agrees that the agents or employees of each respective Party are not employees or agents of the other Party.

15. Access to Records. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this MOU, each Party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written

request, such books, documents and records necessary to verify the nature and extent of the costs of the services provided hereunder. Access will be granted until the expiration of four (4) years after the furnishing of services hereunder. Access will also be granted to any books, documents or records related to this MOU between a Party and organizations that performed services related to this MOU, but only on an as-needed basis.

16. Third Party Beneficiaries and Relationships. This MOU does not and is not intended to confer any rights or remedies upon any party other than Prescriber and Entity.
17. Assignment. Neither Party may assign this MOU or any rights under this MOU without the written consent of the other Party, which consent may be withheld in the discretion of the other Party.
18. Notices. All notices required or authorized by this MOU shall be in writing and shall be deemed effectively given on the earlier of (i) the day personally delivered, (ii) three (3) business days next following the day when deposited in the United States mail, mailed by prepaid certified mail, return receipt requested, or (iii) the next business day following deposit with an overnight courier. Any notices under this MOU shall be sent to the respective Parties at the addresses listed below.

If to Entity:

If to Prescriber:

Dr. Alice Hoyt  
123 Metairie Road Suite 203  
Metairie, LA 70005

19. Use of Name. Except as required for purposes of performing its obligations under this MOU, neither Prescriber nor the Entity shall use the name, logo, likeness, trademarks, image or other intellectual property of the other, for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use.
20. Waiver. Any waiver by any Party of any act, failure to act, or breach on the part of the other Party shall not constitute a waiver of any prior or subsequent act, failure to act, or breach by such other Party.
21. General. In the event that any provision of this MOU is held to be invalid or unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect. Any amendment to this MOU must be in writing and must be signed by both Parties. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this MOU.

22. Entire Agreement; Integration. This MOU constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous written or oral agreements, understandings, negotiations and warranties, representations, and/or agreements between the Parties in connection with the subject matter hereof, except as specifically set forth and referred to herein. Other documents referred to in this MOU are an integral part hereof and by this reference are incorporated herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized representatives:

**PRESCRIBER**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ENTITY**

Name: Todd S. Osborn

Signature: Todd S. Osborn

Title: Superintendent

Date: 5/16/2023

## **Stock Epinephrine Standing Order Protocol**

**This document is to be used as a guide when managing an entity's epinephrine program and procedure. This protocol and required documents should be kept on hand and reviewed annually or with any change in the physician/licensed prescriber or a change in the entity's licensed health care practitioner, if applicable, and personnel.**

**This document should not replace the medical advice provided by an individual's medical management plan as detailed by an individual's physician.**

## Stock Epinephrine Standing Order Protocol

I, the undersigned Prescriber, for the purpose of facilitating the use of epinephrine in the case of a severe allergic reaction (anaphylaxis) in individuals and in compliance with all applicable state laws and regulations, issue this epinephrine standing order Protocol ("Protocol") to Chippewa LSD ("Entity") on the following terms:

**Prescriber:** I represent that I: (a) am licensed to prescribe drugs in this state as set forth below; (b) am qualified to practice in accordance with my license in this state; and (c) am in good standing with the appropriate professional licensing board.

**Epinephrine:** This Protocol constitutes my standing order for the treatment of anaphylaxis and the use of epinephrine auto-injectors in emergency situations as further described below for the Entity. This protocol should not supersede a specific medical management plan as detailed by an individual's physician.

**Stock Epinephrine Auto-Injector:** This is a device prescribed to an entity, rather than to an individual, intended to be used to treat anaphylaxis in any person who is suspected of having anaphylaxis whether or not that person has a known diagnosis that puts them at risk of anaphylaxis.

**Delegation:** I, the undersigned Prescriber, delegate authority to all appropriate medical and school personnel employed by or acting on behalf of the below described qualified entity.

**Prescriber:** Alice Hoyt, MD  May 23, 2023  
Name, Signature, and Date

### Issued to the Entity below.

Name of Entity: Chippewa LSD  
Entity Address: 56 Portage Street  
Doylestown, Ohio 44230  
Entity Phone: 330-658-6368  
Entity Fax: 330-658-5842  
Entity Contact Person: Emily Yost  
Entity Contact Person Email: tesc\_eyost@tecsa.net

All entities should have a medical emergency response plan such as one that follows Code Ana's Medical Emergency Response Algorithm. Learn more at [CodeAna.org](http://CodeAna.org).

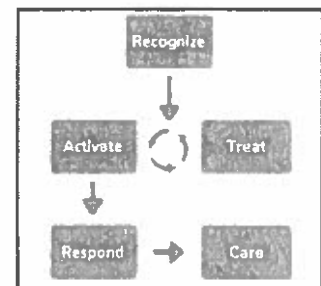


Figure 1. Code Ana's Medical Emergency Response Algorithm

**Standing Order:** All entity personnel (including, but not limited to, any licensed healthcare provider, employee, volunteer, or other entity agent) who have been **trained** (as defined per local and state regulations) on how to use an epinephrine auto-injector may administer epinephrine via a stock epinephrine auto-injector to an individual, using reasonable and prudent professional judgment that an individual is experiencing a potentially life-threatening allergic reaction (anaphylaxis).

**Anaphylaxis is likely when ONE of the following three criteria is fulfilled:**

Reactions can happen within minutes to hours of exposure to an allergen.

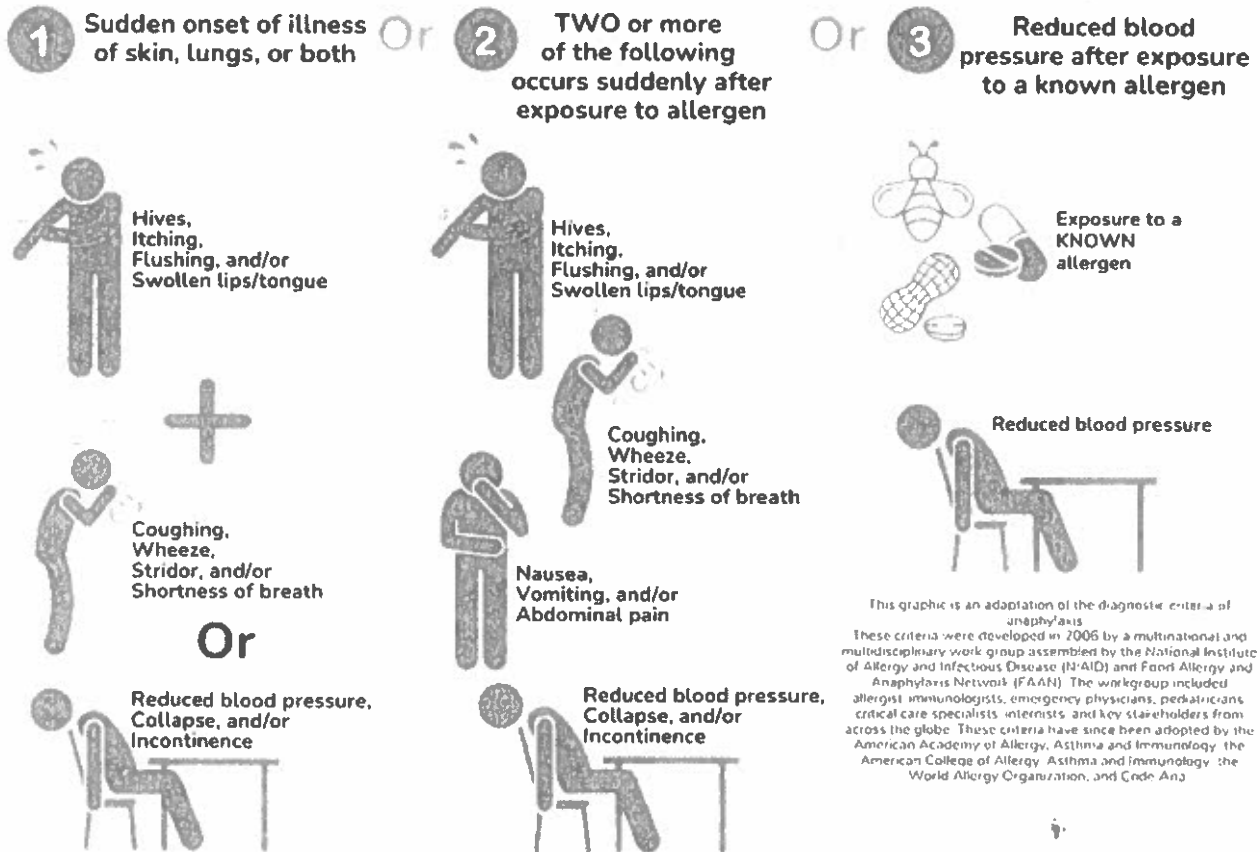


Figure 1: **Criteria of Anaphylaxis.** This figure depicts the three sets of criteria for anaphylaxis. Only one set of criteria must be fulfilled to diagnose anaphylaxis. As soon as anaphylaxis is suspected, the emergency alert system should be activated immediately. This includes but is not limited to calling 911. **Do not wait for symptoms to worsen to activate the emergency alert system – do this as soon as anaphylaxis is suspected.**

**Emergency Treatment Procedures:** The following treatment plan should be utilized to manage any episode of anaphylaxis wherein there is no other order in place; specifically, this order set should not replace that of an order prescribed to an individual by a licensed prescriber per that individual's prescriber-signed anaphylaxis action plan.

**Anaphylaxis is a life-threatening allergic reaction that must be recognized and managed promptly in a public setting with an epinephrine auto-injector.**



**Emergency Treatment Procedures (continued):**

**Indications**

Epinephrine auto-injectors are indicated in the emergency treatment of anaphylaxis. Selection of the appropriate dosage strength is determined according to body weight.

**Protocol**

1. **Dosage:** If conditions of anaphylaxis are developing or present themselves, administer epinephrine auto-injector intramuscularly into the outside aspect of the thigh (through clothing if necessary).
  - a. Selection of the appropriate dosage strength is determined according to patient body weight, as discussed in the product labeling. Note time when epinephrine was administered.

<b>Epinephrine Auto-Injector Weight-Based Dosing Table</b>	
<b>Weight (pounds)</b>	<b>Dose (mg)</b>
16.5 - <33	0.1
33 - <66	0.15
>/=66	0.3

2. **Frequency:** Up to 20% of individuals who receive epinephrine will require more than one dose before symptoms are alleviated.
  - a. **A second dose may be administered 5 minutes after the initial dose if no symptoms are not improving.** This second dose should be the same weight-based dose.
  - b. Keep the affected individual lying on back with legs elevated.
  - c. Discuss additional doses with EMS/911 operator if EMS has not yet arrived (911 should be called IMMEDIATELY upon recognition of anaphylaxis).
3. **Disposition:** 911 should be called IMMEDIATELY upon recognition of anaphylaxis, and the individual should be transported via EMS to an emergency department for medical evaluation, even if symptoms resolve completely.
  - a. Request an ambulance that has epinephrine for anaphylaxis.
  - b. Stay with affected individual until EMS arrives, and tell EMS that epinephrine was given. Provide EMS the used device(s).
4. **Documentation and Notification:** Document the details of the incident and notify the individual's parent, guardian, or caretaker and primary care physician in accordance with your entity's policy.
  - a. This is important for the individual's health and for the entity's compliance of local and state regulations.

**In every case of anaphylaxis, emergency services must be contacted as soon as possible by calling 911 or local emergency medical services.**

### **Important Safety Information**

- Upon receiving an epinephrine auto-injector for the entity, the entity's auto-injector manager must review the device's package insert and follow all instructions per the package insert.
- Epinephrine auto-injectors are intended for immediate administration as emergency supportive therapy only and are not intended as a substitute for immediate medical or hospital care. **In conjunction with the administration of epinephrine, the patient should seek immediate medical or hospital care.** More than two sequential doses of epinephrine should only be administered under direct medical supervision.
- Epinephrine auto-injectors should **only** be injected into the outer area of the thigh. Caregivers should hold the leg of a young child firmly in place and limit movement prior to and during injection to minimize risk of injection-related injury.
- Epinephrine should be used with caution in patients with known heart disease and in patients who are on drugs that may sensitize the heart to arrhythmias. This is because epinephrine may precipitate or aggravate angina pectoris and produce ventricular arrhythmias. Arrhythmias, including fatal ventricular fibrillation, have been reported, particularly in patients with underlying cardiac disease or taking cardiac glycosides, diuretics, or anti-arrhythmics.
- Patients with certain medical conditions or who take certain medications for allergies, depression, thyroid disorders, diabetes, and hypertension, may be at greater risk for adverse reactions. Common adverse reactions to epinephrine include anxiety, apprehensiveness, restlessness, tremor, weakness, dizziness, sweating, palpitations, pallor, nausea and vomiting, headache, and/or respiratory difficulties. Rare cases of serious skin and soft tissue infections have been reported following epinephrine injection. Advise patients to seek medical care if they develop symptoms of infection such as persistent redness, warmth, swelling, or tenderness at the injection site.
- The storage location of epinephrine should be noticed to all personnel who have been trained and qualified to administer epinephrine, and should be maintained in a secure and easily accessible location that is out of reach of children.

**Individuals known to be at risk of anaphylaxis are still expected to maintain, update, and comply with emergency action plans and medical orders, and these individuals are to maintain and/or provide, depending on the physician-signed care plan for that individual, to the entity, their own supply of emergency medication.**

Exhibit 1

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Chippewa Local School District Board of Education ("Board") and the Chippewa Local Teachers Association ("Association") (collectively known as "the Parties"), on this 2nd day of June 2023, in order to address certain matters between them.

**WHEREAS**, the Board and the Association are parties to a Master Agreement for the period of July 1, 2023, through June 30, 2026; and

**WHEREAS**, Article X- *Salary and Payroll Deductions*, B. *Supplemental Salary* references Appendix L – *Supplemental Salary Schedule* of the 2023 Master Agreement, and includes terms, conditions, and provisions relative to the payment of supplemental salary to employees; and

**WHEREAS**, the Parties desire to add a Girls Head Wrestling Coach at the pay rate of 10.5% and a High School Assistant Varsity Wrestling Coach at the pay rate of 2.75% to the *Supplemental Salary Schedule*.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Article X- *Salary and Payroll Deductions*, B. *Supplemental Salary* references Appendix L – *Supplemental Salary Schedule* shall be amended as follows:

Girls Head Wrestling Coach at the pay rate of 10.5%

High School Assistant Varsity Wrestling Coach at the pay rate of 2.75%

2. If either the Girls Wrestling Program or Boys Varsity Wrestling Program falls below five (5) Wrestlers during a season/school year, the Wrestling Program with fewer than five (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 for both Programs. Under such circumstances, a Junior Varsity Coach will be added, if needed (as determined by the Athletic Director or Superintendent).
3. This MOU shall prevail over any contrary provision in the Master Agreement or any successor agreement. To the extent that any provision in the Master Agreement or successor agreement has changed under this MOU, all other provisions in the Master Agreement or successor agreement shall remain in full force and effect as written.
4. This MOU shall set no precedent in any other matter between the Parties, now or in the future, and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee.
5. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements,

understandings, or arrangements between the Parties regarding the issues outlined herein.  
Any amendment to this MOU must be reduced to writing and signed by the Parties.

**WHEREFORE**, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

**FOR THE CHIPPEWA  
EDUCATION ASSOCIATION**

BY: Carolyn Garbinsky  
Carolyn Garbinsky, President

DATE: June 12, 2023

**FOR THE CHIPPEWA LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

BY: Todd S. Osborn  
Todd Osborn, Superintendent

DATE: 6/12/23

Estimated Appropriations for FY-2023 Ending June 30, 2023

EXHIBIT H

Fund Type / Classification	Fund Title	FTD Appropriation, Carryover and Totals
<b>Governmental Fund Type:</b>		
<b>General Fund:</b>		
0010000	GENERAL FUND	14,403,266.70
<b>General Fund - Total</b>		<b>14,403,266.70</b>
<b>Special Revenue:</b>		
007****	SPECIAL TRUST	5,500.00
018****	PUBLIC SCHOOL SUPPORT	48,380.00
034****	CLASSROOM FACILITIES MAINTENANCE	28,000.00
200****	STUDENT MANAGED STUDENT ACTIVITY	39,800.00
300****	DISTRICT MANAGED STUDENT ACTIVITY	322,170.38
401****	AUXILIARY SERVICES (NPSS)	62,148.86
439****	PUBLIC SCHOOL PRESCHOOL	96,000.00
467****	STUDENT WELLNESS AND SUCCESS	90,453.06
499****	MISCELLANEOUS STATE GRANTS	96,800.00
507****	ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF	1,448,016.53
516****	IDEA, PART B SPECIAL EDUCATION, EDUCATION OF HANDICAPPED CHILDREN	413,253.03
572****	TITLE I - DISADVANTAGED CHILDREN / TARGETED ASSISTANCE	207,609.94
584****	DRUG FREE SCHOOL GRANT	22,520.33
587****	IDEA PRESCHOOL GRANT FOR THE HANDICAPPED	4,688.52
590****	IMPROVING TEACHER QUALITY	75,236.39
599****	MISCELLANEOUS FEDERAL GRANTS	200,000.00
<b>Special Revenue - Total</b>		<b>3,160,577.04</b>
<b>Debt Service:</b>		
002****	BOND RETIREMENT	895,989.35
<b>Debt Service - Total</b>		<b>895,989.35</b>
<b>Capital Projects:</b>		
003****	PERMANENT IMPROVEMENT	553,103.00
010****	CLASSROOM FACILITIES	246,286.04
070****		
<b>Capital Projects - Total</b>		<b>799,389.04</b>
<b>Total Governmental Fund Type</b>		<b>18,259,222.13</b>
<b>Proprietary Fund Type:</b>		
<b>Enterprise:</b>		
006****	FOOD SERVICES	594,991.74
009****	UNIFORM SCHOOL SUPPLIES	124,186.00
<b>Enterprise - Total</b>		<b>719,177.74</b>
<b>Total Proprietary Fund Type</b>		<b>719,177.74</b>
<b>Fiduciary Fund Type:</b>		
<b>Custodial Fund:</b>		
022****	DISTRICT AGENCY	3,429.00
<b>Custodial Fund - Total</b>		<b>3,429.00</b>
<b>Total Fiduciary Fund Type</b>		<b>3,429.00</b>
<b>Overall - Total</b>		<b>19,981,828.87</b>