

**Board of Education Regular Meeting**  
Chippewa Jr/Sr High School Auditorium  
Monday, September 16, 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 101-24**

C. Upon consideration to approve the minutes from the August 12, 2024 Regular Meeting.

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

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

**CARRIED**

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

A. Needle Mover: Ann Marie Spicer

B. Students of the Month

**CIS**

Grade 3: Cheyanne Gruver and Mack Hartzler

Grade 4: Maggie Winans and Devin Dannemiller

Grade 5: Aubrey Tholl and Xander Thomas-Swedine

Grade 6: Cora Wesie and Mason Brod

**Hazel Harvey**

Kindergarten: Kaylynn Hall and Sawyer Buckohr

Grade 1: Lincoln DeSimone and Cora Janiga

Grade 2: McKinley Lundeen and Miette Myers

**III. PUBLIC PARTICIPATION – NONE**

**IV. CONSIDER APPROVAL OF DONATIONS**

**RESOLUTION 102-24**

Upon consideration to approve the following donation(s):

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated To</u>
John and Kathryn Aldrich	Check	\$300.00	Robotics Club (Exhibit 1)
Chippewa All Sports Booster Club	Check	\$3,545.03	Boys Basketball Uniforms (Exhibit 2)
Serpentini Orrville	Banners	\$558.06	Athletic Department (Exhibit 3)

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

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

**CARRIED**

**V. TREASURER’S UPDATE & ACTION ITEMS**

A. Treasurer’s Comments

B. Action Items

**RESOLUTION 103-24**

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

Motion to approve by Mertic and 2<sup>nd</sup> by Golub

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

**RESOLUTION 104-24**

2. Upon consideration to approve the contract with Midland/TCCSA for interim payroll support services. Exhibit 4

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

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

**RESOLUTION 105-24**

3. Upon consideration to approve the “then and now” invoice payable to Lyden Oil Company. Exhibit 5

<u>Invoice</u>	<u>Amount</u>	<u>Purchase Order</u>
2062387	\$7,989.50	25000481

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

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

**RESOLUTION 106-24**

4. Upon consideration to approve the resolution providing for the issuance and sale of bonds in the maximum principal amount of \$7,030,000 for the purpose of refunding for debt charges savings certain of the school district’s outstanding classroom facilities and school improvement bonds, series 2016-1, dated May 3, 2016. Exhibit 6

Motion to approve by Mertic and 2<sup>nd</sup> by Golub

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

**RESOLUTION 107-24**

5. Upon consideration to approve the resolution providing for the issuance and sale of bonds in the maximum principal amount of \$6,095,000 for the purpose of refunding for debt charges savings certain of the school district’s outstanding classroom facilities and school improvement bonds, series 2016-2, dated May 3, 2016. Exhibit 7

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

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

**VI. SUPERINTENDENT'S UPDATES:**

- A. Addison Good-Best in Show at the Wayne County Fair Art Show
- B. Savings on Electricity and Natural Gas – contracted through July 2025, rates will be going up

**VII. SUPERINTENDENT'S AGENDA**

**RESOLUTION 108-24**

- A. Upon consideration to approve the hiring of Paula Pflugh, paraprofessional, 1 year contract, Step 4, per the OAPSE negotiated agreement for the 2024-2025 school year. Retroactive start date: August 19, 2024.

Motion to approve by Golub and 2<sup>nd</sup> by Mertic

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

**RESOLUTION 109-24**

- B. Upon consideration to approve the Auxiliary Service 1-year contracts for Saints Peter & Paul School for the following (funded with Auxiliary, Title and IDEA-B funds).

Stephanie Casto	Auxiliary Clerk-Step 4	1 hr/3 days per week	\$16.73/hour
Charlotte Lisle	Speech-Lang Pathologist-Base BS	3 hrs/day-1 day per week	\$29.43/hour
Pam Douglas	Speech-Lang Pathologist-Base BS	3 hrs/day-1 day per week	\$29.43/hour
Briana Whited	Intervention Specialist-Step 9, BS	12hrs/week	\$39.50/hour

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

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

**VIII. SUPERINTENDENT'S CONSENT AGENDA**

**RESOLUTION 110-24**

- A. Upon consideration to approve the following supplemental contracts for 2024-2025:

Leslie Marshall	Lead Mentor	\$1,000
Teri Archer	Mentor	\$500
Joan West	Mentor	\$500
Brittany Schumaker	Mentor	\$500

- B. Upon consideration to approve the following classified substitutes for the 2024-2025 school year:

Greg McKeown	Custodian
Carla McKee	Aide/Paraprofessional and Cafeteria
Karen Foster	Aide/Paraprofessional
Kathryn Robinson	Cafeteria
Sherri Newman	Cafeteria

- C. Upon consideration to approve Mason Dobbins, Technology Volunteer, for the 2024-2025 school year.

- D. Upon consideration to approve Robert Lassiter, Intern, \$10.45/hour, as needed, for the 2024-2025 school year.

E. Upon consideration to approve the 2024-2025 bus routes.

F. Upon consideration to approve the Chippewa Board of Education to advertise and receive bids for the purchase of (1) 84 passenger bus and (1) 9 passenger van through OSC.

G. Upon consideration to approve the following as substitute teacher, per the substitute pay rate, for the 2024-2025 school year:

Jennifer Jonke	Elizabeth Huffman	Eliana Wertz
Karen Foster	Joann Richards	John Richmond

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

Maegan Storad	BA +150 Step 4 to MA Step 5
Lacy Genet	MA +15 Step 14 to MA +30 Step 15

I. Upon consideration to approve Alexis Davidson an increase in contracted hours from 4 to 6 ½ hours per day, effective August 19, 2024.

J. Pursuant to ORC 3327.02 and Section 265.190, the Chippewa Local School Board of Education establishes the Payment in Lieu of Transportation (Type IV) for the school year 2024-2025 for the amount of \$583.86.

K. Upon consideration to approve the resignation of Dana Stanger, effective August 30, 2024.

L. Upon consideration to approve the following agreements for Special Education Services for the 2024-2025 school year. Exhibit 8

- Educational Service Center of Northeast Ohio (Visually Impaired Services)
- Wayne County Board of DD (Shared Speech Therapist)
- Education Alternatives
- Connection Education Services, LLC (Leap Program, Rittman)
- EJ Therapy (Leap Students)
- LLA Therapy (Occupational and Physical Therapy, Audiology Services) \*Previously approved 4/8/24
- Tuslaw (Behavior Unit)
- Anazao
- Carroll County Board of DD
- ESC (Special Education Services-including, but not limited to, Medicaid, Preschool, Behavior Specialist)
- Stark County ESC

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

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

**CARRIED**

## **IX. BOARD DISCUSSION**

A. Hall of Fame Game & Presentation

B. Art Show at County Fair

C. State Report Card – only 5 Star District in Wayne County

D. Congrats to Mr. Golub chosen to participate on Attorney General's Competitive Trials Team

X. NEW BUSINESS - NONE

XI. EXECUTIVE SESSION - NOT NEEDED

XII. MOTION TO ADJOURN

Motion to adjourn by Schafrath and 2<sup>nd</sup> by Mertic

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

Time: 6:41 PM

---

APPROVED:

Regular Meeting 9-16-24

Linda H. Fenn

PRESIDENT

DATE:

Oct. 14, 2024

Sam L. Hermsman

TREASURER



P.O. Box 770001  
Cincinnati, OH 45277-0053

SP 01 001064 71023 H 2 ASNGLP  
BQPSGMBB88BPMH  
IRA HAMMAN  
CHIPPEWA LOCAL SCHOOL DISTRICT  
56 N PORTAGE ST  
DOYLESTOWN, OH 44230-1350

August 06, 2024

Dear Sir or Madam:

We are delighted to provide you with the attached check for \$300.00. This Fidelity Charitable Donor-Advised Fund<sup>SM</sup> grant was made at the recommendation of the Aldrich Giving Fund, a donor-advised fund.

This grant is made by Fidelity Charitable. Fidelity Charitable's donor recommends the grant be used for the following purpose (which does not constitute a restriction): **Robotics Club only**. This grant is to be used exclusively for charitable purposes, and is not made for the purpose of influencing legislation. This grant is also subject to the "Grant Terms" on the next page. If you are unable or unwilling to meet these grant conditions, you must return these funds to Fidelity Charitable.

Should you choose to send a thank-you letter, the donor has requested it be sent to the following address. You should not, however, issue a tax acknowledgment to either the recommending donor(s) or to Fidelity Charitable.

John and Kathryn Aldrich, 620 Hidden Pond Dr, Doylestown, OH 44230

<sup>1</sup> Fidelity Charitable is an independent public charity that sponsors a donor-advised fund program. In a donor-advised fund, Donors make irrevocable charitable contributions to Fidelity Charitable, and have the privilege of recommending grants to qualified public charities.

DCC\_CEBQPSGMBB88BPMH\_BB888 20240806 5700 P OP=DCKK Page 1 of 2

DCC\_CEBQPSGMBB88BPMH\_BB888 20240806 PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

VOID AFTER 60 DAYS

**FIDELITY Charitable**  
Make more of a difference

P.O. Box 770001  
Cincinnati, OH 45277-0053  
800-952-4438

**PAYABLE AT: THE BANK OF NEW YORK MELLON**  
EVERETT, MA 02149  
53-292/113

14702409  
August 06, 2024

PAY TO THE ORDER OF: CHIPPEWA LOCAL SCHOOL DISTRICT

\$300.00

Three Hundred & 0/100 DOLLARS

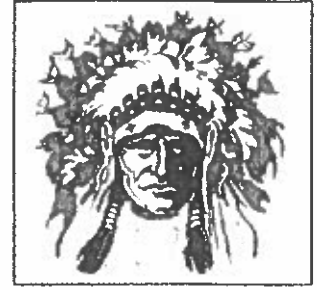
*Paul Hill*

⑈ 44702409 ⑆ ⑆ 0113029201 ⑆ ⑆ 004936 ⑆



**CHIPPEWA**

**ALL SPORTS BOOSTER CLUB**



**Booster Club President Michelle Ries**

**Vice-President Jessica Garrard**

**Secretary Cheryl Hopkins**

**Treasurer Mike Williams**

Please accept this donation of \$3545.03 from the All-Sports Booster Club. This can be used to cover the cost of the new Boys Basketball uniforms.

**GO CHIPPS!!!**

**Crossbridge | Orrville Printing | Birdeye**

1645 N. Main Street  
Orrville, OH 44667  
330-682-5068  
teresa@crossbridgemarketing.com  
www.crossbridgemarketing.com



**BILL TO**  
Serpentini Chevrolet  
ATTN: ACCOUNTS PAYABLE  
414 N Main St  
Orrville, OH 44667

**SHIP TO**  
Serpentini Chevrolet  
ATTN: ACCOUNTS PAYABLE  
414 N Main St  
Orrville, OH 44667

<b>INVOICE #</b> 51579	<b>DATE</b> 08/26/2024	<b>TERMS</b> Due on receipt	<b>DUE DATE</b> 09/01/2024
---------------------------	---------------------------	--------------------------------	-------------------------------

QTY	ACTIVITY	QTY	RATE	AMOUNT
	17818 Misc. Signs	4	131.00	524.00T

Please include your invoice number & remit payment upon receipt of your goods.  
OR pay online OR by ACH/EFT

Want your invoices emailed to you?  
Please email me at [teresa@crossbridgemarketing.com](mailto:teresa@crossbridgemarketing.com) with your preferred Accounts Payable email.

Thank you for your business!  
Teresa Pagniano, AR

SUBTOTAL	524.00
TAX	34.06
TOTAL	558.06
BALANCE DUE	<b>\$558.06</b>



## Scope of Work for Payroll Processing

**Client:** Chippewa Local Schools (Chippewa)

**Contractor:** Midland Council of Governments (MCOG), doing business as Tri-County Computer Services Association (TCCSA)

**Project:** Limited Engagement for Payroll and Vendor Processing Services

### 1. Overview

TCCSA will provide interim payroll services for Chippewa while the district searches for a full-time payroll staff member. This engagement includes processing payroll, entering/updating employee information, attendance reporting, and payroll vendor payments. Additionally, TCCSA will provide payroll processing documentation as a deliverable to assist the future payroll staff member. All work will be conducted using eFinancePlus software and related sites.

### 2. Scope of Services

#### 2.1 Payroll Processing

- **Payroll Preparation & Execution:**
  - TCCSA will process payroll semi-monthly for all employees using the eFinancPlus software. This includes salary calculations, tax withholdings, deductions, and other compensation-related tasks.
- **Employee Onboarding & Offboarding:**
  - Process employee data for new hires, terminations, and changes in employment status (e.g., promotions, leaves of absence, etc.) through the eFinancPlus software to ensure accurate payroll processing.
  - Maintain and update employee payroll records as necessary.
- **Retirement Reporting (SERS/STRS):**
  - After each payroll run, generate and submit reports along with payments to the School Employees Retirement System (SERS) and the State Teachers Retirement System (STRS), ensuring timely and accurate reporting of retirement contributions.
- **Federal, State and Local Tax Reporting**
  - After each payroll run, generate and submit reports along with payments to appropriate taxing entity.
- **Voluntary Deductions**
  - After each payroll run, generate and submit reports along with payments to the appropriate vendors.

#### 2.2 Employee Lifecycle Management

- **Onboarding:**

TCCSA will manage the onboarding process by entering all necessary employee information provided by Chippewa into eFinancPlus software. Chippewa is responsible

for providing the following documentation and information for each new hire: (Chippewa is responsible for providing this information at least five days prior to the pay date.)

- Tax documents (W-4, state withholding forms, etc.)
- Direct deposit details
- Benefits selections (e.g., health insurance, retirement contributions)
- Position and salary information
- **Offboarding:**  
TCCSA will manage the offboarding process, ensuring all payroll-related matters such as final payments, deductions, and benefits termination are completed in eFinancPlus software based on information provided by Chippewa.
- **Benefits & Deductions Management:**  
TCCSA will process any deductions for benefits such as health insurance, retirement contributions, and other voluntary or mandatory deductions. (Chippewa is responsible for providing this information at least five days prior to the pay date.)

### 2.3 Attendance Reporting

- **Attendance Data Management:**  
TCCSA will manage the export of attendance data from Frontline Absence Management and import that data into the eFinancPlus software for accurate payroll processing, including payments for substitutes of certified staff.
- **Substitute Payroll Processing:**  
Based on the data from Frontline Absence Management and timesheets provided by the Chippewa, TCCSA will ensure that payments to substitutes are accurately processed in eFinancePlus during the regular payroll cycle. (Chippewa is responsible for providing this information at least five days prior to the pay date.)
- **District Reconciliation Support:**  
TCCSA will provide the attendance data exported from Frontline Absence Management to Chippewa to assist in their internal reconciliation and review processes.
- **Leave Accruals:**  
TCCSA will manage and track leave accruals for employees and reflect these balances in the payroll and attendance records.

### 2.4 Vendor Payments for Payroll Deductions and Benefits

- **Vendor Payments:**  
TCCSA will process vendor payments specifically related to payroll deductions and benefits, including health insurance, retirement contributions, and other employee-related deductions and benefits. This includes generating payments and vendor checks using eFinance Plus and reconciling vendor accounts related to these deductions. For vendors paid electronically, this includes submitting payment to these vendors using the vendors online portal. Chippewa will ensure that TCCSA has all required usernames and passwords (access) to the appropriate vendor portals.
- **Vendor Records Management:**  
TCCSA will maintain accurate records of payments made to vendors associated with payroll deductions and benefits to ensure timely payments and compliance with contractual obligations. TCCSA will provide a reconciliation of the payroll deductions and benefits.

## 2.5 Payroll Processing Instructions

- **Documentation of Payroll Procedures:**

As part of the limited engagement, TCCSA will prepare instructions for Chippewa internal payroll processing. This documentation will include:

- Step-by-step guidance on using eFinancePlus for payroll processing.
- Instructions for managing employee records, deductions, and vendor payments.
- Guidelines for importing attendance data from Frontline Absence Management.
- Compliance and reporting instructions for SERS and STRS submissions.

- **Training:**

If requested, the TCCSA will provide basic training or walkthroughs for Chippewa to familiarize them with payroll processing procedures. This training will be provided via Zoom and recorded for future use by Chippewa.

## 2.6 Reporting & Documentation

- **Payroll Reporting:**

TCCA will prepare regular payroll reports for review by the Chippewa administration, including earnings statements, tax filings, and contribution reports.

## 3. Software Platform

All work will be conducted using eFinance Plus software, with attendance data imported from Frontline Absence Management. TCCSA will ensure that payroll, vendor payments for deductions, and reporting are accurately processed within this system.

## 4. Timelines

- **Payroll Processing:** Semi-monthly, based on Chippewa payroll schedule. Chippewa will provide the 2024-2025 payroll schedule. TCCSA and Chippewa will agree on set pay run dates.
- **Vendor Payments for Deductions and Benefits:** Ongoing, based on the payroll schedule and vendor payment requirements.
- **Retirement Reporting:** After every payroll run, reports must be submitted to SERS and STRS.
- **Attendance Data Export/Import:** Attendance data from Frontline Absence Management will be exported and imported into eFinancePlus prior to each payroll processing cycle.
- **Substitute Payment Processing:** Payments to substitutes will be processed alongside regular payroll, based on the imported attendance data and timesheets provided by Chippewa.
- **Payroll Processing Instructions:** Delivered before the end of the engagement.

## 5. Deliverables

- Accurate and timely payroll processing for all school employees and substitutes.
- Employee management, including onboarding and offboarding.

- Accurate attendance and leave reporting, including export of data from Frontline Absence Management.
- Timely processing of vendor payments for payroll deductions and benefits.
- Submission of payroll and retirement reports to SERS and STRS.
- Payroll and benefit reports to the school administration.
- Payroll processing instructions for Chippewa future payroll staff.
- Attendance data provided to Chippewa for reconciliation.

## 6. Responsibilities of Chippewa Local Schools

Chippewa Local Schools will be responsible for providing the following to TCCSA in a timely manner to ensure the successful completion of payroll processing and related tasks. (Chippewa is responsible for providing this information at least five days prior to the pay date.)

- **Timesheets:**  
Provide timesheets with employee work hours, including any leave taken (sick, vacation, etc.), for each payroll period. The timesheets must contain totals for specific types of work (extra hours, OT, etc.) for each payroll period.
- **Employee Changes Affecting Payroll:**  
Communicate any changes to employees that may impact payroll processing, such as:
  - Deduction changes (e.g., health insurance, retirement contributions)
  - Updated W-4 forms or other tax documents
  - Position changes, promotions, or salary adjustments
  - New hires, including all required employment documentation
  - Resignations or retirements, including final pay instructions
- **Attendance Data Access:**  
Ensure TCCSA has access to Frontline Absence Management to export attendance data for payroll processing.
- **Vendor Payment Portal Access:**  
Ensure TCCSA has access to the various vendor online portals to allow payment of the deduction and benefits processed during payroll processing.
- **Approval of Payroll Schedules and Reports:**  
Review and approve payroll schedules and reports prior to finalization.
- **Communication Facilitation:**  
Assist in facilitating communication between TCCSA and relevant school staff and vendors as needed to support payroll and vendor payment processing.

## 7. Key Performance Indicators (KPIs)

- **Accuracy:** Maintain a high level of accuracy in payroll calculations, attendance tracking, and vendor payments (target: <1% error rate).
- **Timeliness:** Ensure all payroll and vendor payments for deductions and benefits are processed within the agreed timeline.
- **Compliance:** Maintain compliance with all tax, retirement, and benefits reporting obligations.

## 8. Confidentiality and Security

All employee and vendor information will be handled with the highest level of confidentiality and security, ensuring compliance with relevant data protection laws.

### **9. Exclusions**

The following items are outside this scope of work and would require a separate quote and payment for these services.

- 'Rolling' of employee contracts.
- Processing of items related to fiscal year end closing procedures.
- Processing of items related to calendar year end closing procedures, including W2 processing.
- Processing of annual updates for FSA and insurance through open enrollment periods.

### **10. Compensation & Payment Terms**

The payment structure will be based on the terms agreed upon between TCCSA and Chippewa, with invoicing on a monthly basis. Payment will be contingent upon successful completion of payroll processing tasks and delivery of the final payroll processing instructions.

**Lyden Oil Company**

Delivered From Wrhs Northwood  
 Phone (419)666-1948  
 Fax (419)666-8790

Remit To  
 30692 Tracy Road  
 Walbridge OH 43465  
 Phone (419) 666 1948  
 Fax (419)666-8790

Shipped To Sales Tax ID  
 X  
**CHIPPEWA LOCAL SCHOOLS**  
**219 COLLIER DRIVE**  
**DOYLESTOWN, OH 44230**

**Invoice 2062387**  
 Invoice Date: 07/15/2024  
 Received On: 07/11/2024  
 Called in by Customer

800219  
**CHIPPEWA LOCAL SCHOOLS**  
**219 COLLIER DRIVE**  
**DOYLESTOWN, OH 44230**

Ordered By  
**CHIPPEWA LOCAL SCHOOLS**  
**219 COLLIER DRIVE**  
**DOYLESTOWN, OH 44230**

Received By  
 Truck. Our Truck  
 Sls 66

**Order: 2146691 on 7/11/2024      By: RICH MAHLER      PO: 225000481      Ticket #:**

Quantity Received	Part No.	Description	Units	Unit Price	Item Price	Extended
1.000	B1400	DF SMALL SYSTEM TOOL 9.0L	1.0	2,135.00	2,135.00	2,135.00
		Serial #-14-0159 central transport 151-2580302-1 07.15.24				
1.000	C106	EGR/VGT CONTROLLER W/CASE	1.0	743.00	743.00	743.00
		2 038				
1.000	CT103	PANASONIC FZ-G1 TOUGH PAD Each	1.0	513.00	513.00	513.00
		158/3.29				
1.000	CA108	VGT:CUMMINS ISB,ISC,ISL PX SERIES 07-12	1.0	89.00000	89.00000	89.00
1.000	CA109	VGT:CUMMINS ISB,ISC,ISL PX SERIES 2013-P	1.0	100.00000	100.00000	100.00
1.000	CA113	EGR: CUMMINS ISB, ISC, ISL (2007-2016)	1.0	89.00000	89.00000	89.00
1.000	CA128	CUMMINS ISB, ISC, ISL (2017-PRESENT)	1.0	95.00000	95.00000	95.00
1.000	B15135IE	MAXXFORCE 7 6.4 L Each	1.0	143.00	143.00	143.00
1.000	B15250I	FORD 6.7 ISC 8.3L & ISL, PACCAR INT Each	1.0	105.00	105.00	105.00
1.000	B15250E	FORD 6.7 ISC 8.3L & ISL, PACCAR EXH Each	1.0	105.00	105.00	105.00
1.000	B15692AM	DELTA-P DIVERTER MANIFOLD (metal) Each	1.0	159.50	159.50	159.50
1.000	B15760E	DIFFERENTIAL PORTS Each	1.0	73.00000	73.00000	73.00

**Emergency Phone# 1-800-424-9300 (CHEMTREC) 1-800-362-9410 (Lyden Oil)**  
 Customer agrees to pay a monthly late charge equal to 1.5% of the past due balance. If the account becomes more than 60 days delinquent and is placed in the hands of a collection agent or attorney, Customer will pay all reasonable collection costs and expenses incurred, including attorneys' fees.

**7,989.50**  
 Net 30 days

Lyden Oil Company

Delivered From Wrhs Northwood  
Phone (419)666-1948  
Fax (419)666-8790

Remit To  
30692 Tracy Road  
Walbridge, OH 43465  
Phone (419) 666-1948  
Fax (419)666-8790

Shipped To Sales Tax ID  
X  
CHIPPEWA LOCAL SCHOOLS  
219 COLLIER DRIVE  
DOYLESTOWN, OH 44230

Invoice 2062387  
Invoice Date: 07/15/2024  
Received On: 07/11/2024  
Called in by Customer

800219  
CHIPPEWA LOCAL SCHOOLS  
219 COLLIER DRIVE  
DOYLESTOWN, OH 44230

Ordered By  
CHIPPEWA LOCAL SCHOOLS  
219 COLLIER DRIVE  
DOYLESTOWN, OH 44230

Received By  
Truck Our Truck  
Sis 66

Order: 2146691 on 7/11/2024 By: RICH MAHLER PO: 225000481 Ticket #:

Quantity Received	Part No.	Description	Units	Unit Price	Item Price	Extended
7.000	DF642E	DIESEL FORCE EMISSION SYSTEM KIT DF642E	1.0	520.00	520.00	3,640.00
1.000	CS105	DIESEL ALL WEATHER CASE Each no charge	1.0	.00000	.00000	.00

Emergency Phone# 1-800-424-9300 (CHEMTREC) 1-800-362-9410 (Lyden Oil)  
Customer agrees to pay a monthly late charge equal to 1.5% of the past due balance. If the account becomes more than 60 days delinquent and is placed in the hands of a collection agent or attorney, Customer will pay all reasonable collection costs and expenses incurred, including attorneys' fees.

Exhibit 5

**Chippewa Local Schools**

56 North Portage Street  
Doylestown OH 44230  
Phone: 330-658-6700

**PURCHASE ORDER NO. 25000481**

PAGE NO. 1

PO no. must appear on packages & invoice  
Shipments must be sent freight prepaid.

VENDOR  
www.lydenoil.com  
10447  
LYDEN OIL COMPANY  
3711 LEHARPS ROAD  
YOUNGSTOWN OH 44515  
FAX: 330-792-1462

SHIP TO  
CHIPPEWA BUS GARAGE  
CHIPPEWA LOCAL SCHOOL DISTRICT  
219 COLLIER DR  
DOYLESTOWN OH 44230  
ATTN: ROBIN COFFEE  
chip\_invoices@tccsa.net

ORDER DATE: 08/30/24		BUYER: STEPHANIE CASTO		REQ. NO.: R250529	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: FY25: FUEL SYSTEM SUPPLIE	
ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	FY25 FUEL SYSTEM SUPPLIES FOR BUSES	7989.5000	7,989.50
			<i>Then &amp; Now</i>		
ITEM	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	128400000060000 581		7,989.50		7,989.50
					<b>TOTAL \$ 7,989.50</b>
<p>It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in process of collection to the credit of the funds of the board of education free from any obligation or certification now outstanding.</p>					

*Jan B. Hansen*  
Superintendent

*Todd L. Osban*  
Superintendent



The Board of Education of Chippewa Local School District, Ohio, met in regular session on September 16, 2024, commencing at 6:00 p.m., in the Auditorium at Chippewa Junior/Senior High School, 466 South Portage Street, Doylestown, Ohio, with the following members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following Resolution:

**RESOLUTION NO. \_\_\_\_\_-24**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,030,000 FOR THE PURPOSE OF REFUNDING FOR DEBT CHARGES SAVINGS CERTAIN OF THE SCHOOL DISTRICT'S OUTSTANDING CLASSROOM FACILITIES AND SCHOOL IMPROVEMENT BONDS, SERIES 2016-1, DATED MAY 3, 2016.**

WHEREAS, at an election held on November 3, 2015, on a single proposal consisting of the question of (i) issuing bonds of the School District in the aggregate principal amount of \$16,875,000 for the purpose stated in Section 2 and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds and any anticipatory securities and (ii) levying an additional tax in excess of the ten-mill limitation to provide funds for the acquisition, construction, enlargement, renovation, and financing of general permanent improvements at a rate not exceeding 0.5 mill, for a continuing period of time, the requisite majority of those voting on the question voted in favor of it; and

WHEREAS, pursuant to Resolution No. 5-16, adopted by this Board on January 11, 2016 (the Series 2016-1 Bond Legislation), the School District issued its \$9,075,000 Classroom Facilities and School Improvement Bonds, Series 2016-1, dated May 3, 2016 (the Series 2016-1 Bonds), for the purpose stated in Section 2, which bonds are currently outstanding in the aggregate principal amount of \$7,255,000 and will mature on November 1 in the years 2024, 2026, 2028, 2030, 2032, 2034, 2038, 2042 and 2045 (the Outstanding Series 2016-1 Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to refund for debt charges savings all or a portion of the Outstanding Series 2016-1 Bonds maturing on November 1 in the years 2026, 2028, 2030, 2032, 2034, 2038, 2042 and 2045 (the Refunded Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to issue the Bonds described in Section 2 to provide funds sufficient for that purpose, including the payment of expenses properly allocable to that refunding and to the issuance of the Bonds; and

WHEREAS, the Treasurer, as fiscal officer of the School District, has certified that the estimated life or period of usefulness of the improvement described in Section 2 was, at the time of issuance of the Series 2016-1 Bonds, at least five years, and the maximum maturity of the Bonds described in Section 2 is not later than November 1, 2045;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Board of Education of Chippewa Local School District, County of Wayne, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (i) with respect to Current Interest Bonds, a denomination of \$5,000 or any whole multiple thereof and (ii) with respect to Capital Appreciation Bonds, a denomination equal to a principal amount that, when interest at the applicable compounding interest rate is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of the Capital Appreciation Bonds, will result in a Maturity Amount equal to \$5,000 or any whole multiple thereof.

“Bond proceedings” means, collectively, this Resolution, the Final Terms Certificate and such other proceedings of the School District, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the School District and the Original Purchaser, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 6.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 or in the Final Terms Certificate as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement among the School District, the Bond Registrar and, if applicable, the Ohio Department of Education, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 4.

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are issued by the School District only to a Depository or its nominee as registered owner, with the Bonds deposited and maintained in the custody of the Depository or its agent. The book entry maintained by others than the School District or the Bond Registrar is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Capital Appreciation Bonds” means any Bonds designated as such in the Final Terms Certificate, maturing on the Principal Payment Dates, being in the principal amounts and having the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Compound Accreted Amount” means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount per \$5,000 Maturity Amount of the Capital Appreciation Bonds of each maturity and each compounding interest rate within a maturity as of each Interest Accretion Date shall be set forth in the Final Terms Certificate. The Compound Accreted Amount of a Capital Appreciation Bond as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for that Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding

Interest Accretion Date and the principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, as it may be modified from the form on file with the Treasurer and signed in accordance with Section 6, and which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Current Interest Bonds” means, collectively, the Current Interest Serial Bonds and the Current Interest Term Bonds, each as designated as such in the Final Terms Certificate.

“Current Interest Serial Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Current Interest Term Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Escrow Agreement” means the Escrow Agreement between the School District and the Escrow Trustee, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 8.

“Escrow Fund” means the Escrow Fund established pursuant to Section 9.

“Escrow Trustee” means the bank or trust company appointed pursuant to Section 8 or in the Final Terms Certificate as the initial escrow trustee with respect to the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “Escrow Trustee” shall mean the successor Escrow Trustee.

“Final Terms Certificate” means the certificate authorized by Section 6(a), to be signed by the Treasurer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“Interest Accretion Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, as to Capital Appreciation Bonds, each May 1 and November 1, commencing May 1, 2025, in the years any Capital Appreciation Bonds are outstanding.

“Interest Payment Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, (i) as to Current Interest Bonds, each May 1 and November 1, commencing May 1, 2025, in the years any Current Interest Bonds are outstanding, and (ii) as to Capital Appreciation Bonds, their respective maturity dates.

“Maturity Amount” means, with respect to a Capital Appreciation Bond, the principal and interest due and payable on its stated maturity date.

“Original Purchaser” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, Robert W. Baird & Co. Incorporated.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, November 1 in all or a portion of the years from and including 2025 to and including 2045, provided that in no case shall the final Principal Payment Date be later than the maximum maturity of the Bonds referred to in the preambles hereto.

“Refunded Bonds” means those of the School District’s outstanding Classroom Facilities and School Improvement Bonds, Series 2016-1, dated May 3, 2016, and maturing on November 1 in the years 2026, 2028, 2030, 2032, 2034, 2038, 2042 and 2045, determined by the Treasurer in the Final Terms Certificate to be necessary and in the best interest of the School District to be refunded for debt charges savings.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Treasurer” means the Treasurer of the Board of Education of the School District.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. This Board determines that it is necessary and in the best interest of the School District to issue bonds of the School District in one lot in the maximum principal amount of \$7,030,000 (the Bonds) for the purpose of refunding for debt charges savings certain of the Classroom Facilities and School Improvement Bonds, Series 2016-1, dated May 3, 2016, which were issued for the purpose of paying the local share of the cost of constructing, furnishing and equipping a new middle/high school building under the State of Ohio Classroom Facilities Assistance Program and constructing, adding to, furnishing, equipping and otherwise improving school district buildings and facilities and clearing, improving and equipping

their sites, including the payment of expenses related to the refunding of the Refunded Bonds and the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$7,030,000 and shall be issued in an amount determined by the Treasurer in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued at this time, taking into account the outstanding principal amount of the Refunded Bonds, any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the refunding of the Refunded Bonds and the issuance of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are issued as Capital Appreciation Bonds) shall be determined by the Treasurer in the Final Terms Certificate, having due regard to the best interest of and financial advantages to the School District. Unless otherwise specified by the Treasurer in the Final Terms Certificate, the Bonds shall be dated the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be specified by the Treasurer in the Final Terms Certificate. Interest on the Current Interest Bonds shall be payable at such rate or rates on each Interest Payment Date until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360-day year consisting of 12 30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, that will result in the aggregate Maturity Amounts payable at maturity, as shall be specified by the Treasurer in the Final Terms Certificate. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond as of that date exceeds the principal amount of that Capital Appreciation Bond.

Notwithstanding any provision of this Resolution to the contrary, Bonds maturing on any one Principal Payment Date may bear interest at different rates and may be issued separately as Current Interest Bonds and Capital Appreciation Bonds.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Treasurer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District.

Consistent with the foregoing and in accordance with the Treasurer's determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, (ii) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Current Interest Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (iii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such as to demonstrate debt charges savings to the School District due to the refunding of the Refunded Bonds, taking into account all expenses related to that refunding and issuance of the Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing on the Bond Register at the close of business on the 15<sup>th</sup> day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Treasurer, in the name and on behalf of the School District, in connection with the book entry system.

(e) Redemption Provisions. The Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. If any of the Bonds are issued as Current Interest Term Bonds, the Current Interest Term Bonds shall be

subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Current Interest Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Current Interest Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The School District shall have the option to deliver to the Bond Registrar for cancellation Current Interest Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered. That option shall be exercised by the School District on or before the 15<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the School District wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Current Interest Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, also shall be received by the School District for any Current Interest Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so redeemed or purchased and canceled.

Each Current Interest Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Current Interest Bonds of the maturities, if any, specified in the Final Terms Certificate shall be subject to redemption by and at the sole option of the School District, in whole or in part in whole multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Treasurer in the Final Terms



Certificate; provided that (i) the earliest optional redemption date shall not be more than 10½ years after the Closing Date and (ii) the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Current Interest Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Current Interest Term Bonds, the Current Interest Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Current Interest Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Treasurer to the Bond Registrar, given upon the direction of this Board through adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds and interest rate within a maturity to be redeemed and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity or interest rate within a maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the School District. If fewer than all of the Bonds of a single maturity and interest rate are to be redeemed, the selection of Bonds of that maturity and interest rate to be redeemed, or portions thereof in amounts of \$5,000 or any whole multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing (or as otherwise may be permitted or required if the Bonds are held under a book-entry system by a securities depository). Failure to receive notice

by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Bonds called for redemption.

(vi) Capital Appreciation Bonds. The Capital Appreciation Bonds, if any, are not subject to redemption prior to maturity.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the President or Vice President and Treasurer of this Board, in the name of the School District and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Treasurer, shall be numbered as determined by the Treasurer in order to distinguish each Bond from any other Bond and to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 and Section 5705.218 of the Revised Code, the approval of the electors at the election identified in the first preamble hereto, this Resolution and the Final Terms Certificate.

Zions Bancorporation, National Association, is appointed to act as the initial Bond Registrar; provided, however, that the Treasurer is authorized to appoint a different bank or trust company as Bond Registrar in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the School District and that proper procedures

and safeguards are available for that purpose. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Registrar Agreement in substantially the form as is now on file with the Treasurer. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Treasurer on behalf of the School District. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the School District will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office set forth in the Final Terms Certificate. Subject to the other provisions of this Section and Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the School District. In all cases of Bonds exchanged or transferred, the School District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the School District nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the Treasurer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the School District, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and interest rate within a maturity and registered in the name of the Depository or its nominee, as registered owner, and deposited with and maintained in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Treasurer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Treasurer does not or is unable to do so, the Treasurer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of School District action or inaction, of those persons requesting such issuance.

The Treasurer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Treasurer in the Final Terms Certificate, plus accrued interest on the Current Interest Bonds from their date to the Closing Date, and shall be awarded by the Treasurer with and upon such other terms as are required or authorized by this Resolution to be specified in the Final Terms Certificate, in accordance with law, the provisions of this Resolution and the Bond Purchase Agreement. The Treasurer is authorized, if it is determined to be in the best interest of the School District, to combine the issue of Bonds with one or more other bond issues of the School District into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Final Terms Certificate (and Bond Purchase Agreement, Bond Registrar Agreement, Continuing Disclosure Agreement, Escrow Agreement, official statement, and other transcript and other documents pertaining to the consolidated bond issue) may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The Treasurer shall sign and deliver the Final Terms Certificate and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The President, Vice President and Treasurer of this Board, the Superintendent and other School District officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Purchase Agreement between the School District and the Original Purchaser, in substantially the form as is now on file with the Treasurer, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure – Official Statement. The President or Vice President and Treasurer of this Board and the Superintendent, on behalf of the School District and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the School District or is a final official statement for purposes of Sections (b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and

sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President or Vice President and Treasurer of this Board and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, bond counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Ratings or Bond Insurance; Financing Costs. If, in the judgment of the Treasurer the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on all or a portion of the Bonds, is in the best interest of and financially advantageous to the School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name of and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining of such ratings or that bond insurance.

The expenditure of the amounts necessary to secure that rating or those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, is authorized and approved, and the Treasurer is authorized to provide for the payment of any such amounts and costs, except to the extent paid or reimbursed by the Original Purchaser

in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(e) Application for Participation in Ohio School District Credit Enhancement Program.

If the Treasurer determines it to be in the best interests of and financially advantageous to the School District, the Treasurer is authorized and directed to apply, on behalf of the School District, to the Ohio Department of Education (the Department) and the Office of Budget and Management (OBM) for permission for the School District to participate in the Ohio School District Credit Enhancement Program (the Program) and thereby to request that the Department approve an agreement with the School District and the Bond Registrar, which agreement may be incorporated as a part of the Bond Registrar Agreement, providing for the withholding and deposit of funds otherwise due the School District under Chapters 3306 and 3317 of the Revised Code (State Education Aid) for the payment of debt charges on the Bonds, or a portion thereof, under certain circumstances. If the School District receives that permission and the Treasurer determines that it is in the best interest of and financially advantageous to the School District, the Treasurer may sign and deliver, in the name and on behalf of the School District, such an agreement pursuant to and containing the terms and conditions required by Section 3317.18 of the Revised Code. Unless otherwise stipulated by Section 3317.18 of the Revised Code or its implementing rule (Section 3301-8-01 of the Ohio Administrative Code), this Board covenants that, if the School District enters into such an agreement with the Department, it will not pledge State Education Aid as primary security for other obligations on a parity with those bonds unless the projected amount of State Education Aid to be distributed to the School District in the then current fiscal year exceeds the maximum annual debt charges due in that fiscal year or any future fiscal year on all outstanding and proposed obligations to which State Education Aid is pledged as the primary security by a ratio of at least 2.5 to 1; provided that this covenant shall not prevent the School District from issuing obligations having a claim on State Education Aid subordinate to that of those bonds. The Treasurer is authorized to sign and deliver, in the name and on behalf of the School District, to the extent necessary or required, any other instruments or agreements necessary to enable the School District to participate in the Program.

Notwithstanding any provision in this Resolution to the contrary, the Bonds may be made up of separate sub-series, making distinctions as between those Bonds covered by the Program and/or bond insurance and those not covered by the Program and/or bond insurance. If any or all of the Bonds are to be covered by the Program and/or bond insurance, the Treasurer, in the Final Terms Certificate, shall designate those Bonds covered by the Program and/or bond insurance and those Bonds not covered by the Program and/or bond insurance, if any, and shall make all applicable sub-series designations.

Section 7. Refunding; Call of Refunded Bonds. This Board determines that it is necessary and in the best interest of the School District to refund the Refunded Bonds. The Treasurer is authorized and directed to give to Zions Bancorporation, National Association, as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunded Bonds, or any successor thereto, on or promptly after the Closing Date, written notice of the call for redemption, and the Refunded Bonds shall be redeemed in accordance with the Series 2016-1 Bond Legislation and the Escrow Agreement. The School District covenants for the benefit of the

holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

Section 8. Escrow Trustee. Zions Bancorporation, National Association, is appointed to act as the initial Escrow Trustee with respect to the refunding of the Refunded Bonds; provided, however, that the Treasurer is authorized to appoint a different bank or trust company as Escrow Trustee in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities to be held in trust for optional redemption of the Refunded Bonds and that proper safeguards are available for that purpose. The Escrow Trustee is authorized and directed to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Escrow Agreement between the School District and the Escrow Trustee, in substantially the form as is now on file with the Treasurer. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement (including the fees and expenses of a mathematical verification agent to be appointed by the Treasurer in the Final Terms Certificate), except to the extent paid or reimbursed in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 9. Escrow Fund. There is created under the Escrow Agreement a trust fund designated the "Chippewa Local School District Series 2016 Bonds Escrow Fund" or such other designation made in the Escrow Agreement, which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Treasurer is hereby authorized and directed to pay or cause to be paid to the Escrow Trustee for deposit in the Escrow Fund (i) any available funds on deposit in the Bond Retirement Fund for the payment of debt charges on the Refunded Bonds determined by the Treasurer to be applied for that purpose and (ii) proceeds from the sale of the Bonds, except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer, in the amount required, together with the funds referred to in clause (i), if any, to provide for the defeasance of the Refunded Bonds. Those funds are appropriated and shall be applied to pay principal of and interest and redemption premium, if any, on the Refunded Bonds, as provided in the Escrow Agreement.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund



but without further investment or reinvestment, for the payment of principal of and interest and redemption premium on the Refunded Bonds as provided in the Escrow Agreement.

If U.S. Treasury Securities – State and Local Government Series are to be purchased for the Escrow Fund, the Original Purchaser and the Escrow Trustee are hereby specifically authorized to file, on behalf of the School District, subscriptions for the purchase and issuance of those U.S. Treasury Securities – State and Local Government Series. If, in the judgment of the Treasurer, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to the School District, the Treasurer or any other officer of the School District, on behalf of the School District and in the Treasurer's official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

If the School District determines to fund or refund other outstanding general obligation securities (collectively, the Other Refunded Obligations) contemporaneously with the refunding of the Refunded Bonds, the proceeds from the sale of bonds and other funds necessary and sufficient for that purpose may be deposited in the Escrow Fund and commingled and invested with the proceeds of the Bonds and other funds necessary and sufficient for the refunding of the Refunded Bonds. In that event, the Escrow Fund shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and the Other Refunded Obligations and pledged to the payment of principal of and interest and any redemption premium on the Refunded Bonds and the Other Refunded Obligations.

Section 10. Application of Proceeds. The proceeds from the sale of the Bonds (except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer) shall be paid into the Escrow Fund as provided in Section 9. Any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds, as determined by the Treasurer, shall be paid into the proper fund or funds. Any proceeds representing accrued interest shall be paid into the Bond Retirement Fund. The proceeds from the sale of the Bonds (except any accrued interest) are appropriated and shall be used for the purpose for which the Bonds are being issued.

Section 11. Provisions for Tax Levy. There shall be levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to amount or rate, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years

are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 12. Federal Tax Considerations. The School District covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The School District further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as fiscal officer of this Board, or any other officer of the School District having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Bonds as "qualified tax-exempt obligations" if such designation or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval or waiver on behalf of the School District with respect to the Bonds as the School District is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the School District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 13. Certification and Delivery of Resolution and Final Terms Certificate. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution and a copy of the signed Final Terms Certificate to the Wayne County Auditor.

Section 14. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by this Board or the School District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the School District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 11) of the School District are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 15. Retention of Bond and Disclosure Counsel. In connection with the issuance of the Bonds, the legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 16. Repeal of Prior Resolution. The resolution adopted by this Board on August 9, 2021, regarding a prior authorization of the issuance of the Bonds and the refunding of the Refunded Bonds, is hereby repealed in its entirety.

Section 17. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 18. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

\_\_\_\_\_ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**TREASURER'S CERTIFICATION**

The above is a true and correct extract from the minutes of the regular meeting of the Board of Education of Chippewa Local School District, Ohio, held on September 16, 2024, commencing at 6:00 p.m., in the Auditorium at Chippewa Junior/Senior High School, 466 South Portage Street, Doylestown, Ohio, showing the adoption of the Resolution set forth above.

Dated: September 16, 2024

\_\_\_\_\_  
Treasurer, Board of Education  
Chippewa Local School District, Ohio

The Board of Education of Chippewa Local School District, Ohio, met in regular session on September 16, 2024, commencing at 6:00 p.m., in the Auditorium at Chippewa Junior/Senior High School, 466 South Portage Street, Doylestown, Ohio, with the following members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following Resolution:

**RESOLUTION NO. \_\_\_\_\_-24**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$6,095,000 FOR THE PURPOSE OF REFUNDING FOR DEBT CHARGES SAVINGS CERTAIN OF THE SCHOOL DISTRICT'S OUTSTANDING CLASSROOM FACILITIES AND SCHOOL IMPROVEMENT BONDS, SERIES 2016-2, DATED MAY 17, 2016.**

WHEREAS, at an election held on November 3, 2015, on a single proposal consisting of the question of (i) issuing bonds of the School District in the aggregate principal amount of \$16,875,000 for the purpose stated in Section 2 and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds and any anticipatory securities and (ii) levying an additional tax in excess of the ten-mill limitation to provide funds for the acquisition, construction, enlargement, renovation, and financing of general permanent improvements at a rate not exceeding 0.5 mill, for a continuing period of time, the requisite majority of those voting on the question voted in favor of it; and

WHEREAS, pursuant to Resolution No. 153-15, adopted by this Board on November 23, 2015, the School District issued its \$7,800,000 Classroom Facilities Improvement Notes, Series 2015 (the Series 2015 Notes), in anticipation of bonds for the purpose stated in Section 2 to evidence a portion of the indebtedness approved by the electors; and

WHEREAS, pursuant to Resolution No. 6-16, adopted by this Board on January 11, 2016 (the Series 2016-2 Bond Legislation), the School District issued its \$7,800,000 Classroom Facilities and School Improvement Bonds, Series 2016-2, dated May 17, 2016 (the Series 2016-2 Bonds), for the purpose of retiring the Series 2015 Notes, which bonds are currently outstanding in the aggregate

principal amount of \$6,295,000 and will mature on November 1 in the years 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040 and 2045 (the Outstanding Series 2016-2 Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to refund for debt charges savings all or a portion of the Outstanding Series 2016-2 Bonds maturing on November 1 in the years 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040 and 2045 (the Refunded Bonds); and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the School District to issue the Bonds described in Section 2 to provide funds sufficient for that purpose, including the payment of expenses properly allocable to that refunding and to the issuance of the Bonds; and

WHEREAS, the Treasurer, as fiscal officer of the School District, has certified that the estimated life or period of usefulness of the improvement described in Section 2 was, at the time of issuance of the Series 2015 Notes, at least five years, and the maximum maturity of the Bonds described in Section 2 is not later than November 1, 2045;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Board of Education of Chippewa Local School District, County of Wayne, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means (i) with respect to Current Interest Bonds, a denomination of \$5,000 or any whole multiple thereof and (ii) with respect to Capital Appreciation Bonds, a denomination equal to a principal amount that, when interest at the applicable compounding interest rate is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of the Capital Appreciation Bonds, will result in a Maturity Amount equal to \$5,000 or any whole multiple thereof.

“Bond proceedings” means, collectively, this Resolution, the Final Terms Certificate and such other proceedings of the School District, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the School District and the Original Purchaser, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 6.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 or in the Final Terms Certificate as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement among the School District, the Bond Registrar and, if applicable, the Ohio Department of Education, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 4.

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are issued by the School District only to a Depository or its nominee as registered owner, with the Bonds deposited and maintained in the custody of the Depository or its agent. The book entry maintained by others than the School District or the Bond Registrar is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Capital Appreciation Bonds” means any Bonds designated as such in the Final Terms Certificate, maturing on the Principal Payment Dates, being in the principal amounts and having the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Compound Accreted Amount” means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount per \$5,000 Maturity Amount of the Capital Appreciation Bonds of each maturity and each compounding interest rate within a maturity as of each Interest Accretion Date shall be set forth in the Final Terms Certificate. The Compound Accreted Amount of a Capital Appreciation Bond as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for that Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, as it may be modified from the form on file with the Treasurer and signed in accordance with Section 6, and which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Current Interest Bonds” means, collectively, the Current Interest Serial Bonds and the Current Interest Term Bonds, each as designated as such in the Final Terms Certificate.

“Current Interest Serial Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Current Interest Term Bonds” means those Current Interest Bonds designated as such and maturing on the Principal Payment Dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Escrow Agreement” means the Escrow Agreement between the School District and the Escrow Trustee, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 8.

“Escrow Fund” means the Escrow Fund established pursuant to Section 9.

“Escrow Trustee” means the bank or trust company appointed pursuant to Section 8 or in the Final Terms Certificate as the initial escrow trustee with respect to the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “Escrow Trustee” shall mean the successor Escrow Trustee.

“Final Terms Certificate” means the certificate authorized by Section 6(a), to be signed by the Treasurer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“Interest Accretion Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, as to Capital Appreciation Bonds, each May 1 and November 1, commencing May 1, 2025, in the years any Capital Appreciation Bonds are outstanding.

“Interest Payment Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, (i) as to Current Interest Bonds, each May 1 and November 1, commencing May 1, 2025, in the years any Current Interest Bonds are outstanding, and (ii) as to Capital Appreciation Bonds, their respective maturity dates.



“Maturity Amount” means, with respect to a Capital Appreciation Bond, the principal and interest due and payable on its stated maturity date.

“Original Purchaser” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, Robert W. Baird & Co. Incorporated.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Treasurer in the Final Terms Certificate, November 1 in all or a portion of the years from and including 2025 to and including 2045, provided that in no case shall the final Principal Payment Date be later than the maximum maturity of the Bonds referred to in the preambles hereto.

“Refunded Bonds” means those of the School District’s outstanding Classroom Facilities and School Improvement Bonds, Series 2016-2, dated May 17, 2016, and maturing on November 1 in the years 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040 and 2045, determined by the Treasurer in the Final Terms Certificate to be necessary and in the best interest of the School District to be refunded for debt charges savings.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Treasurer” means the Treasurer of the Board of Education of the School District.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. This Board determines that it is necessary and in the best interest of the School District to issue bonds of the School District in one lot in the maximum principal amount of \$6,095,000 (the Bonds) for the purpose of refunding for debt charges savings certain of the Classroom Facilities and School Improvement Bonds, Series 2016-2, dated May 17, 2016, which were issued for the purpose of paying the local share of the cost of constructing, furnishing and equipping a new middle/high school building under the State of Ohio Classroom Facilities Assistance Program and constructing, adding to, furnishing, equipping and otherwise improving school district buildings and facilities and clearing, improving and equipping their sites, including the payment of expenses related to the refunding of the Refunded Bonds and the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$6,095,000 and shall be issued in an amount determined by the Treasurer in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued at this time, taking into account the

outstanding principal amount of the Refunded Bonds, any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the refunding of the Refunded Bonds and the issuance of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are issued as Capital Appreciation Bonds) shall be determined by the Treasurer in the Final Terms Certificate, having due regard to the best interest of and financial advantages to the School District. Unless otherwise specified by the Treasurer in the Final Terms Certificate, the Bonds shall be dated the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be specified by the Treasurer in the Final Terms Certificate. Interest on the Current Interest Bonds shall be payable at such rate or rates on each Interest Payment Date until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360-day year consisting of 12 30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, that will result in the aggregate Maturity Amounts payable at maturity, as shall be specified by the Treasurer in the Final Terms Certificate. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond as of that date exceeds the principal amount of that Capital Appreciation Bond.

Notwithstanding any provision of this Resolution to the contrary, Bonds maturing on any one Principal Payment Date may bear interest at different rates and may be issued separately as Current Interest Bonds and Capital Appreciation Bonds.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Treasurer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District.

Consistent with the foregoing and in accordance with the Treasurer's determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, (ii) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to

mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Current Interest Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date, and (iii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such as to demonstrate debt charges savings to the School District due to the refunding of the Refunded Bonds, taking into account all expenses related to that refunding and issuance of the Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing on the Bond Register at the close of business on the 15<sup>th</sup> day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Treasurer, in the name and on behalf of the School District, in connection with the book entry system.

(e) Redemption Provisions. The Current Interest Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. If any of the Bonds are issued as Current Interest Term Bonds, the Current Interest Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Current Interest Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Current

Interest Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The School District shall have the option to deliver to the Bond Registrar for cancellation Current Interest Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered. That option shall be exercised by the School District on or before the 15<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the School District wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Current Interest Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, also shall be received by the School District for any Current Interest Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so redeemed or purchased and canceled.

Each Current Interest Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Current Interest Term Bonds stated to mature on the same Principal Payment Date as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Current Interest Bonds of the maturities, if any, specified in the Final Terms Certificate shall be subject to redemption by and at the sole option of the School District, in whole or in part in whole multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Treasurer in the Final Terms Certificate; provided that (i) the earliest optional redemption date shall not be more than 10½ years after the Closing Date and (ii) the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Current Interest Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Current Interest Term Bonds, the Current Interest Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Current Interest Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Treasurer to the

Bond Registrar, given upon the direction of this Board through adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds and interest rate within a maturity to be redeemed and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity or interest rate within a maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the School District. If fewer than all of the Bonds of a single maturity and interest rate are to be redeemed, the selection of Bonds of that maturity and interest rate to be redeemed, or portions thereof in amounts of \$5,000 or any whole multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing (or as otherwise may be permitted or required if the Bonds are held under a book-entry system by a securities depository). Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to

the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Bonds called for redemption.

(vi) Capital Appreciation Bonds. The Capital Appreciation Bonds, if any, are not subject to redemption prior to maturity.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the President or Vice President and Treasurer of this Board, in the name of the School District and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Treasurer, shall be numbered as determined by the Treasurer in order to distinguish each Bond from any other Bond and to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 and Section 5705.218 of the Revised Code, the approval of the electors at the election identified in the first preamble hereto, this Resolution and the Final Terms Certificate.

Zions Bancorporation, National Association, is appointed to act as the initial Bond Registrar; provided, however, that the Treasurer is authorized to appoint a different bank or trust company as Bond Registrar in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the School District and that proper procedures and safeguards are available for that purpose. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Registrar Agreement in substantially the form as is now on file with the Treasurer. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed

and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Treasurer on behalf of the School District. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the School District will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office set forth in the Final Terms Certificate. Subject to the other provisions of this Section and Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the School District. In all cases of Bonds exchanged or transferred, the School District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the School District nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the Treasurer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the School District, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and interest rate within a maturity and registered in the name of the Depository or its nominee, as registered owner, and deposited with and maintained in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Treasurer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Treasurer does not or is unable to do so, the Treasurer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of School District action or inaction, of those persons requesting such issuance.

The Treasurer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with a book entry system for the Bonds.

#### Section 6. Sale of the Bonds.

(a) To the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Treasurer in the Final Terms Certificate, plus accrued interest on the Current Interest Bonds from their date to the Closing Date, and shall be awarded by the Treasurer with and upon such other terms as are required or authorized by this Resolution to be specified in the Final Terms Certificate, in accordance with law, the provisions of this Resolution and the Bond Purchase Agreement. The Treasurer is authorized, if it is determined to be in the best interest of the School District, to combine the issue of Bonds with one or more other bond issues of the School District into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Final Terms Certificate (and Bond Purchase Agreement, Bond Registrar Agreement, Continuing Disclosure Agreement, Escrow Agreement, official statement, and other transcript and other documents pertaining to the consolidated bond issue) may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.



The Treasurer shall sign and deliver the Final Terms Certificate and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The President, Vice President and Treasurer of this Board, the Superintendent and other School District officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Bond Purchase Agreement between the School District and the Original Purchaser, in substantially the form as is now on file with the Treasurer, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure – Official Statement. The President or Vice President and Treasurer of this Board and the Superintendent, on behalf of the School District and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the School District or is a final official statement for purposes of Sections (b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President or Vice President and Treasurer of this Board and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, bond counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon

any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Ratings or Bond Insurance; Financing Costs. If, in the judgment of the Treasurer the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on all or a portion of the Bonds, is in the best interest of and financially advantageous to the School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name of and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining of such ratings or that bond insurance.

The expenditure of the amounts necessary to secure that rating or those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, is authorized and approved, and the Treasurer is authorized to provide for the payment of any such amounts and costs, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(e) Application for Participation in Ohio School District Credit Enhancement Program. If the Treasurer determines it to be in the best interests of and financially advantageous to the School District, the Treasurer is authorized and directed to apply, on behalf of the School District, to the Ohio Department of Education (the Department) and the Office of Budget and Management (OBM) for permission for the School District to participate in the Ohio School District Credit Enhancement Program (the Program) and thereby to request that the Department approve an agreement with the School District and the Bond Registrar, which agreement may be incorporated as a part of the Bond Registrar Agreement, providing for the withholding and deposit of funds otherwise due the School District under Chapters 3306 and 3317 of the Revised Code (State Education Aid) for the payment of debt charges on the Bonds, or a portion thereof, under certain circumstances. If the School District receives that permission and the Treasurer determines that it is in the best interest of and financially advantageous to the School District, the Treasurer may sign and deliver, in the name and on behalf of the School District, such an agreement pursuant to and containing the terms and conditions required by Section 3317.18 of the Revised Code. Unless otherwise stipulated by Section 3317.18 of the Revised Code or its implementing rule (Section 3301-8-01 of the Ohio Administrative Code), this Board covenants that, if the School District enters into such an agreement with the Department, it will not pledge State Education Aid as primary security for other obligations on a parity with those bonds unless the projected amount of State Education Aid to be distributed to the School District in the then current fiscal year exceeds the maximum annual debt charges due in that fiscal year or any future fiscal year on all outstanding

and proposed obligations to which State Education Aid is pledged as the primary security by a ratio of at least 2.5 to 1; provided that this covenant shall not prevent the School District from issuing obligations having a claim on State Education Aid subordinate to that of those bonds. The Treasurer is authorized to sign and deliver, in the name and on behalf of the School District, to the extent necessary or required, any other instruments or agreements necessary to enable the School District to participate in the Program.

Notwithstanding any provision in this Resolution to the contrary, the Bonds may be made up of separate sub-series, making distinctions as between those Bonds covered by the Program and/or bond insurance and those not covered by the Program and/or bond insurance. If any or all of the Bonds are to be covered by the Program and/or bond insurance, the Treasurer, in the Final Terms Certificate, shall designate those Bonds covered by the Program and/or bond insurance and those Bonds not covered by the Program and/or bond insurance, if any, and shall make all applicable sub-series designations.

Section 7. Refunding; Call of Refunded Bonds. This Board determines that it is necessary and in the best interest of the School District to refund the Refunded Bonds. The Treasurer is authorized and directed to give to Zions Bancorporation, National Association, as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunded Bonds, or any successor thereto, on or promptly after the Closing Date, written notice of the call for redemption, and the Refunded Bonds shall be redeemed in accordance with the Series 2016-2 Bond Legislation and the Escrow Agreement. The School District covenants for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

Section 8. Escrow Trustee. Zions Bancorporation, National Association, is appointed to act as the initial Escrow Trustee with respect to the refunding of the Refunded Bonds; provided, however, that the Treasurer is authorized to appoint a different bank or trust company as Escrow Trustee in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities to be held in trust for optional redemption of the Refunded Bonds and that proper safeguards are available for that purpose. The Escrow Trustee is authorized and directed to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Escrow Agreement between the School District and the Escrow Trustee, in substantially the form as is now on file with the Treasurer. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement (including the fees and expenses of a mathematical verification agent to be appointed by the Treasurer in the Final Terms Certificate), except to the extent paid or reimbursed in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 9. Escrow Fund. There is created under the Escrow Agreement a trust fund designated the "Chippewa Local School District Series 2016 Bonds Escrow Fund" or such other designation made in the Escrow Agreement, which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Treasurer is hereby authorized and directed to pay or cause to be paid to the Escrow Trustee for deposit in the Escrow Fund (i) any available funds on deposit in the Bond Retirement Fund for the payment of debt charges on the Refunded Bonds determined by the Treasurer to be applied for that purpose and (ii) proceeds from the sale of the Bonds, except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer, in the amount required, together with the funds referred to in clause (i), if any, to provide for the defeasance of the Refunded Bonds. Those funds are appropriated and shall be applied to pay principal of and interest and redemption premium, if any, on the Refunded Bonds, as provided in the Escrow Agreement.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for the payment of principal of and interest and redemption premium on the Refunded Bonds as provided in the Escrow Agreement.

If U.S. Treasury Securities – State and Local Government Series are to be purchased for the Escrow Fund, the Original Purchaser and the Escrow Trustee are hereby specifically authorized to file, on behalf of the School District, subscriptions for the purchase and issuance of those U.S. Treasury Securities – State and Local Government Series. If, in the judgment of the Treasurer, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to the School District, the Treasurer or any other officer of the School District, on behalf of the School District and in the Treasurer's official capacity, may purchase and deliver such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid in accordance with the Bond Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

If the School District determines to fund or refund other outstanding general obligation securities (collectively, the Other Refunded Obligations) contemporaneously with the refunding of the Refunded Bonds, the proceeds from the sale of bonds and other funds necessary and sufficient for that purpose may be deposited in the Escrow Fund and commingled and invested with the proceeds of the Bonds and other funds necessary and sufficient for the refunding of the Refunded Bonds. In that event, the Escrow Fund shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and the Other Refunded Obligations and pledged to the payment of principal of and interest and any redemption premium on the Refunded Bonds and the Other Refunded Obligations.

Section 10. Application of Proceeds. The proceeds from the sale of the Bonds (except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Treasurer) shall be paid into the Escrow Fund as provided in Section 9. Any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds, as determined by the Treasurer, shall be paid into the proper fund or funds. Any proceeds representing accrued interest shall be paid into the Bond Retirement Fund. The proceeds from the sale of the Bonds (except any accrued interest) are appropriated and shall be used for the purpose for which the Bonds are being issued.

Section 11. Provisions for Tax Levy. There shall be levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to amount or rate, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 12. Federal Tax Considerations. The School District covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Section 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The School District further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as fiscal officer of this Board, or any other officer of the School District having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Bonds as "qualified tax-exempt obligations" if such designation or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval or waiver on behalf of the School District with respect to the Bonds as the School District is permitted or

required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the School District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the School District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 13. Certification and Delivery of Resolution and Final Terms Certificate. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution and a copy of the signed Final Terms Certificate to the Wayne County Auditor.

Section 14. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by this Board or the School District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the School District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 11) of the School District are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 15. Retention of Bond and Disclosure Counsel. In connection with the issuance of the Bonds, the legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal

services. The Treasurer is authorized and directed, to the extent they are not paid by the Original Purchaser in accordance with the Bond Purchase Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 16. Repeal of Prior Resolution. The resolution adopted by this Board on August 9, 2021, regarding a prior authorization of the issuance of the Bonds and the refunding of the Refunded Bonds, is hereby repealed in its entirety.

Section 17. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 18. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

\_\_\_\_\_ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**TREASURER'S CERTIFICATION**

The above is a true and correct extract from the minutes of the regular meeting of the Board of Education of Chippewa Local School District, Ohio, held on September 16, 2024, commencing at 6:00 p.m., in the Auditorium at Chippewa Junior/Senior High School, 466 South Portage Street, Doylestown, Ohio, showing the adoption of the Resolution set forth above.

Dated: September 16, 2024

\_\_\_\_\_  
Treasurer, Board of Education  
Chippewa Local School District, Ohio

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO  
AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO  
SECTION 3313.841 O.R.C.**

**DISTRICT OF RESIDENCE**

The Chippewa Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2024-2025 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

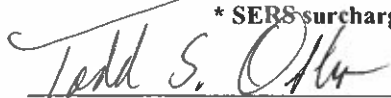
**SERVICE: Visual Impairments**

**COSTS:**

**Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June**

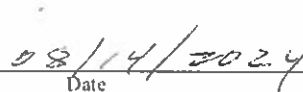
<b>VISUALLY IMPAIRED SERVICES (VI)</b>	<b>\$120.00 per hr.</b>
<b>ORIENTATION &amp; MOBILITY (O &amp; M)</b>	<b>\$80.00 per hr.</b>
<b>FUNCTIONAL LOW VISION ASSESSMENT (FLVA)</b>	<b>\$80.00 per hr.</b>
<b>*BRAILLE SERVICES</b>	<b>\$35.00 per hr., Aide \$19.00, Clerk \$17.53</b>
<b>*REHABILITATION SERVICES (REHAB)</b>	<b>\$60.00 per hr.</b>

\* SERS surcharge will be billed in fall of 2023

  
\_\_\_\_\_  
Signature Superintendent of District of Residence

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature Treasurer of District of Residence

  
\_\_\_\_\_  
Date

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**  
We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2024-2025.

  
\_\_\_\_\_  
Signature Superintendent of Educational Service Center

July 1, 2024

  
\_\_\_\_\_  
Signature Treasurer of Educational Service Center

July 1, 2024

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Educational Service Center of Northeast Ohio, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.



2024-2025 Students Served  
by the Educational Service Center of Northeast Ohio

Hearing Impaired	Vision Impaired DeAngelis Sonny Maple Travon Schafrath Payton
Audiology	O&M Schafrath Payton DeAngelis Anthony

**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.

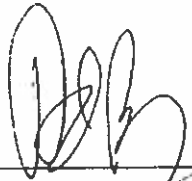
**The Wayne County Board of Developmental Disabilities agrees to:**

- 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, 2024-2025;

- 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**

2/26/24

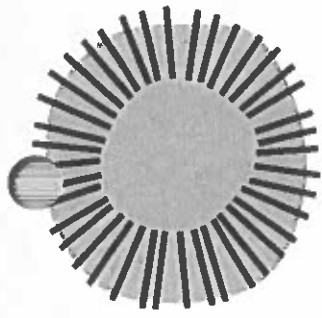
\_\_\_\_\_  
**Date**



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

3/27/24

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



**EA** education  
alternatives

### SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on AUG 2024, between CHIPPEWA LOCAL (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives** ("EA"), an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

### BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws;

WHEREAS, EA is a service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2024-2025 school year;

The Parties agree as follows:

#### 1. EA Programming.

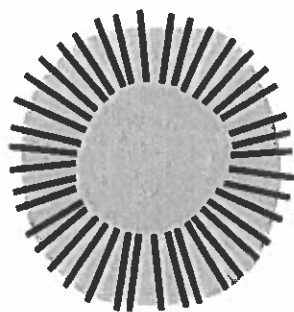
A. The District has the choice of four programs, depending upon the individual student's needs and the student's Individualized Education Program ("IEP") team determination.

i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose emotional issues prevent him or her from learning in a traditional education environment.

ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.

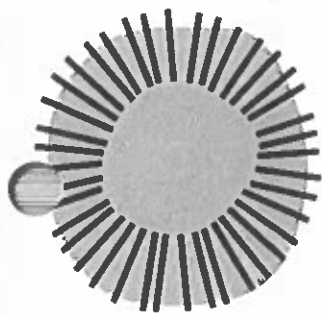
iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.

iv. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with developmental disabilities, who require assistance in community involvement, employment and independent living skills.



**EA** education  
alternatives

- B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.
2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the District's students.
3. **Term.** The term of this Agreement shall begin July 1st, 2024 and will automatically expire June 30th, 2025.
4. **Rates and Billing.**
- A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days, absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
- B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
- C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
5. **Termination Of A Student's Placement.**
- A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
- B. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
- C. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.



**EA** education  
alternatives

**6. Education Records.**

- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifaceted evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

**7. Background Checks And Teacher Licenses.**

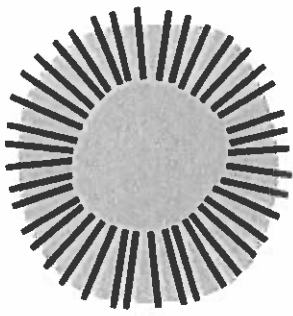
- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers hold current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

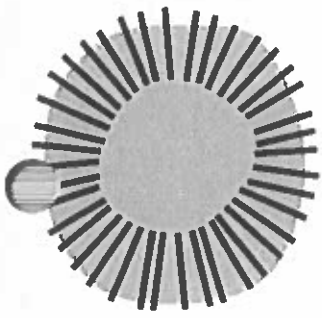
**10. Miscellaneous.**

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.



**EA** education  
alternatives

- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



**EA** education  
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

**THE DISTRICT**

By:

Gerald Swartz, Executive Director

By:

Chippewa LSD, Todd Osborn

Name:

Todd S. Osb

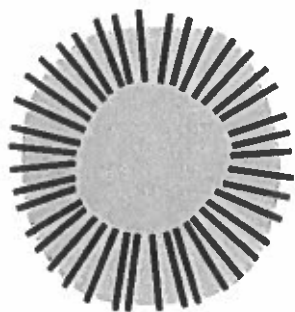
Title:

Superintendent

District

Chippewa LSD





**EA** education alternatives

**Schedule A  
Education Alternatives Per Diem Rates 2024-2025**

<p><b>Day Treatment Program</b> CARF-accredited therapeutic program.</p>	<p>\$172 per day \$212 per day, Non-Medicaid</p>
<p><b>One-on-One Aide</b> Individualized services in accordance with the student's IEP.</p>	<p>\$157 per day</p>
<p><b>ECHO Program</b> Computer-based academic program.</p>	<p>\$52 per Half-Day, &lt;4 hours \$104 per Full-Day, &gt;4 hours</p>
<p><b>VisionQuest</b> Transitional job training program for young adults with Autism/DD.</p>	<p>\$177 per day</p>
<p><b>Coral Autism Program</b> Specialized program for students on the autism spectrum.</p>	<p>\$237 per day</p>

# Connection Education Services Inc.

## Leap Program - Central Office

166 Second Street NW, Barberton Ohio 44203

Phone: (234) 678-5188 Fax: (234) 678-5189 Website: [www.theleaprogram.net](http://www.theleaprogram.net)

---

### Day Treatment-Purchase Service Agreement

2024-2025 School Year

THIS AGREEMENT is entered into between the Chippewa Local School District (hereafter "Placing District") and Connection Education Services Inc., a special needs education company, for the sole purpose of providing education services in accordance with placement at the "Leap Program".

WHEREAS, Ohio Revised Code 3323.08 authorizes a district to place a child in a private school or private residential treatment center.

WHEREAS, Students identified and referred by Chippewa Local Schools will be attending Connection Education Services, Inc. "Leap Program".

#### THE PARTIES AGREE AS FOLLOWS:

The Placing District will pay Connection Education Services Inc. a per diem rate of **\$160** per student, after services rendered, including teacher in service and calamity days.

1. Connection Education Services Inc. and the Placing District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactor Evaluation, re-evaluations, current and past IEP's, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for Connection Educational Services Inc. and/or their placing school district to fulfill their educational obligations to the above identified student.
2. The Placing District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, Connection Education Services Inc. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2024/2025 school year (6/2/25).
4. In the event the students educational needs are no longer the responsibility of the above named placing school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program, providing the Placing District notifies Connection Education Services Inc. in writing Ten (10) Business days prior this event.

Advance quarterly payment will be refunded to the school district provided ten day notification provision falls within the first 30 quarterly days of the above named quarter excluding the per diem rate calculated based on number of days student attends within the quarter. Program credit may be issued and applied to other students at the request of the Placing District in place of a refund.

- 5. Connection Education Services Inc. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified Placing District.
- 6. Connection Education Services Inc. and Placing District will collaborate on the development of an IEP acceptable to all IEP team members and parties.
- 7. Connection Education Services Inc. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from Connection Education Services Inc. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing District will be promptly informed of such an event.
- 8. Additional Services, ie: Speech Therapy, Occupational Therapy and Physical Therapy will be provided by an outside agency that will be invoiced separately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Placing District Representative: [Signature] Date: 4/26/24

Connection Education Services Inc.  
George C. Linberger, Program Director, Co-Founder [Signature]

Date: 4/18/24

Please return signed contract to  
LEAP Central Office  
166 2<sup>nd</sup> Street NW  
Barberton, Ohio 44203 or email to  
Coconut52598@yahoo.com

# LEAP 2024/2025 School Calendar

## August 2024

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**Student Days - 12**  
 9<sup>th</sup> - New Staff in Service  
 12<sup>th</sup> - 14<sup>th</sup> Teacher-In-Service  
 15<sup>th</sup> - First Day of School for Students

## September 2024

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

**Student Days - 20**  
 2<sup>nd</sup> - No School - Labor Day

## October 2024

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**Student Days - 23**  
 17<sup>th</sup> - End of 1st Quarter  
 18<sup>th</sup> - No School - Teacher-in-Service

## November 2024

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**Student Days - 19**  
 27<sup>th</sup> - 1/2 DAY Dismissal at 11:00 AM  
 28<sup>th</sup> - 29<sup>th</sup> - No School - Thanksgiving Break

### Grading Periods

1<sup>st</sup> - 8/15 to 10/17 - 45 Days  
 2<sup>nd</sup> - 10/18 to 1/8 - 46 Days  
 3<sup>rd</sup> - 1/9 to 3/14 - 45 Days  
 4<sup>th</sup> - 3/17 to 5/28 - 46 Days

1/2 Day Dismissal is 11:00 AM

## December 2024

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**Student Days - 14**  
 2<sup>nd</sup> - No School - Thanksgiving Break  
 23<sup>rd</sup> to 31<sup>st</sup> - No School - Winter Break

## January 2025

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**Student Days - 19**  
 1<sup>st</sup> to 3<sup>rd</sup> - No School - Winter Break  
 6<sup>th</sup> - School Resumes  
 8<sup>th</sup> - End of 2<sup>nd</sup> Quarter  
 20<sup>th</sup> - No School - MLK Day

## February 2025

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

**Student Days - 19**  
 14<sup>th</sup> - No School - Teacher-in-Service  
 17<sup>th</sup> - No School - President's Day

## March 2025

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**Student Days - 21**  
 7<sup>th</sup> - No School - Teacher-in-Service/  
 14<sup>th</sup> - End of 3<sup>rd</sup> Quarter

**Total Student Days 182**  
**Total Teacher Days 187**

**School Hours**  
**8:00am to 2:00pm**

## April 2025

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**Student Days - 16**  
 18<sup>th</sup> - 25<sup>th</sup> - No School - Spring Break  
 28<sup>th</sup> - School Resumes

## May 2025

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**Student Days - 19**  
 9<sup>th</sup> - Teacher-in-Service - No School  
 26<sup>th</sup> - Memorial Day - No School  
 28<sup>th</sup> - Last Day for Students  
 29<sup>th</sup> & 30<sup>th</sup> - Teacher-in-Service

## June 2025

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2<sup>nd</sup> - Teacher-in-Service

## July 2025

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Extended School Year - TBA

**SNOW and SEVERE WEATHER CANCELLATIONS:**  
 Check Local Channels for your County.

## Contract to provide therapy services

School year 2024-2025 and 2025-2026 (for Leap students)

This contract is made and entered into by and between EJ Therapy, 2714 Akron Road, Wooster, OH, 44691, hereafter called the PROVIDER, Chippewa Local Schools, 56 Portage Street, Doylestown, OH 44230, thereafter called CONTRACTOR.

With the understanding that the CONTRACTOR requires professional licensed therapy services and desires to contract with EJ Therapy for these therapy services; and with the understanding that the PROVIDER desires to offer quality therapy services and desires to contract with Chippewa Local School:

### I. The CONTRACTOR agrees to:

- A. Provide space to complete therapy services as required by the needs of the therapist and recipient.
- B. Provide names and pertinent information for all recipients of services.
- C. Provide customary services to support and coordinate the delivery of services.
- D. Monitor the delivery of services and notify the PROVIDER of documentation needs, Medicaid expectations or other issues, as they arise.
- E. Verify the monthly invoice and make prompt payment within 10 working days of receipt. Payment received after the 21<sup>st</sup> of each month will be assessed a 1.5% late fee on the next month's invoice.
- F. Not engage with EJ Therapists in an attempt to recruit the EJ employee for direct employment or for a competing agency.
- G. Work in conjunction with EJ Therapy to purchase test protocols for routine standardized tests for IETR and RETR students in your district used by OT/PT/SLP.

### II. The PROVIDER agrees to:

- A. Provide licensed therapists and therapy assistants to provide therapy services to each identified recipient. PROVIDER will provide copies of current licensure prior to initiating delivery of services (upon request).
- B. Provide services including, but not limited to: (1) direct 1:1 therapy, (2) treatment in small groups, (3) attendance at/participation in conferences, staff meetings, as required, (4) documentation as required, (5) consultation, (6) supports to students, class, and buildings in areas of sensory, technology, and vision (7) monitoring of programs and assistants, as indicated, and (8) in-services as required.
- C. Determination for referral, consult, evaluation, and service will be based on ethical standards from objective and subjective evaluation procedures, consult with teachers, parents, and other pertinent individuals.
- D. Provide the best known and most accurate techniques and treatment to identified recipients.
- E. Provide necessary equipment and tools for therapy.
- F. Provide necessary documentation as required by the CONTRACTOR, including daily documentation through online programs, quarterly Medicaid reviews, interim/quarterly Progress Reports for ODE, maintain Plan of Care (POC) for Medicaid and licensure requirements, co-signing daily documentation and signing of evaluations/IEP for ODE and Medicaid on all requested students.
- G. Insure therapists have liability coverage for themselves and the therapy they provide. Provide copies of current liability validation (upon request) to the CONTRACTOR.
- H. Insure that all services, policies, and procedures are in accordance with: this contract, the individual plans, and best practice services as required by the profession and licensure rules.
- I. (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries (2) will allow the representatives of the US Dept of Human Services, ODJFS, ODE or their respective designee access to subcontractor's books, documents, and records (3) acknowledge that they or their principles are not suspended or debarred.
- J. Maintain confidentiality pertaining to recipient and CONTRACTOR.
- K. Submit monthly bills to the CONTRACTOR by the 5th of each month for the month preceding.

III. Billable services include:

A. All "in building" time including:

-Delivery of services, consult with staff and parents, attendance at IEP meetings, and/or parent conferences, with a one-hour minimum.

-"Down-time" as identified as absences of students not reported early enough to therapists and when schedules cannot be altered to accommodate student absences.

-Non-committed time within a building, including set up and preparation to treat if it requires greater than 10 minutes. This also includes time slots available for treatment, but unable to be scheduled secondary to teacher preferences and building administrator authorization.

B. All requested/required documentation as indicated by ODE, Medicaid, and therapy licensure laws for daily documentation, data collection, Medicaid quarterly reviews at 15 minutes per student, per discipline, per month.

C. Interim/quarterly Progress Reports completed as directed, online or on paper, as directed by district administration, to a maximum of 30 minutes per student, per discipline, per month.

D. Initial evaluation write-up to a maximum of 2.5 hr. at the evaluation rate.

E. IEP write-up to a maximum of 60 minutes per IEP at the evaluation rate, review and develop POC.

F. Consultation and supervision of assistants by a licensed therapist at the evaluation rate.

G. Expert support services for child, classroom and buildings in the areas of; (1) sensory (2) technology (3) vision screening, including follow up of optometrists' recommendations (4) auditory needs, as requested.

H. Supervisor time to sign and co-sign daily documentation, Medicaid quarterly reviews to a maximum of 1 hour per month, per discipline.

I. Student supportive material, tools, and supplies at 10% over our cost.

J. This contract is in effective for the 2024-25 and 2025-26 school years unless new requirements from ODE, Medicaid, or the school district require us to amend these terms.

IV. Payment Terms:

- A. Delivery of occupational therapy services \$62.00/hr
- B. Evaluation services \$68.00/hr

V. Miscellaneous Provisions:

A. At all times during the duration of this contract, the CONTRACTOR and PROVIDER shall act as "independent contractors" in connection with the performance of their respective obligations. The CONTRACTOR holds no present, past, or future responsibility for withholding taxes, the provision of benefits, or any legal or financial liabilities that may accrue to PROVIDER during the implementation of this agreement.

B. This contract shall be considered null and void upon written notice by either party. Such notice shall terminate this agreement no earlier than thirty (30) days from the date of this notice.

C. Changes, additions, deletions to this contract shall be executed in writing, signed by both parties, and attached to this agreement.

VI. Approvals:

This contract shall not become effective until all statutory approvals necessary to the contracting powers of both parties hereto are granted.

VII. Signatures of authorized agents:

Todd S. Oller  
Contractor designee

Superintendent  
Title

8/15/24  
Date

\_\_\_\_\_  
Provider designee

\_\_\_\_\_  
President

\_\_\_\_\_  
Date



## **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. O'Neil Date 3/15/21

**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'H

3/18/24  
Date



# Tuslaw Local School District

1835 Manchester Avenue NW

Massillon, Ohio 44647

330-837-7813

May 29, 2024

Mr. Ira D. Hamman  
Chippewa Local Schools  
56 North Portage Street  
Doylestown, OH 44230

Dear Mr. Hamman,

Enclosed is the applicable Purchase Service Agreement for the student listed for the 2024-2025 school year. This Agreement is being sent in accordance with the agreement made between our districts respective Directors of Special Education. We ask that the Agreement be signed by you and returned to my attention. For your convenience, there is one copy for you to retain and one copy to send back.

If you have any questions or concerns, please feel free to contact me at 330-837-7813, or by email at [jnorris@tuslawschools.org](mailto:jnorris@tuslawschools.org)

Sincerely,

Jason F. Norris  
Treasurer  
Tuslaw Local School District

WILLIAM ROSS - 10<sup>TH</sup> grade FY. 25 verified w/  
IEP - BEHAVIORAL UNIT Mary +  
Cathy

	<u>Bad Unit</u>	<u>Acct</u>
CLASS INSTRUCTION	1-1240.000000 - 400.00	471
SUPPORT SVC	1-2187.000000 - 400.00	413

\$18,000.00

# Purchased Service Agreement

Between

Tuslaw Local School District

and Chippewa Local School District


This Purchased Service Agreement is entered into by and between the **Tuslaw Local School District Board of Education** and the **Chippewa Local School District Board of Education** for the 2024-2025 school year.

**Tuslaw Local Schools** will provide in class instruction to William Ross at a cost of \$100.00 per day for each day the student attends Tuslaw Local High School. **Chippewa Local Schools** agrees to provide transportation for William Ross to and from Tuslaw High School each day the student is in attendance.

**Chippewa Local Schools** will make payments to **Tuslaw Local Schools** on a monthly basis based on days tracked by the **Tuslaw Local School District**. **Tuslaw Local Schools** will bill **Chippewa Local Schools** within the first 10 days of each month, for the days that William Ross attended Tuslaw High School. August and September will be billed together in October.


IN WITNESS WHEREOF, each of the parties hereto has caused this Purchase Service Agreement to be executed by its duly authorized officer on the date indicated below.

## TUSLAW LOCAL SCHOOL DISTRICT

  
\_\_\_\_\_  
Jason F. Norris, Treasurer

5/29/2024  
\_\_\_\_\_  
Date

## CHIPPEWA LOCAL SCHOOL DISTRICT

  
\_\_\_\_\_  
Ira D. Hamman, Treasurer

06/17/2024  
\_\_\_\_\_  
Date

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

**PARTIES**

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

**SHARED VISION FOR BEHAVIORAL HEALTH IN SCHOOLS**

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

**SHARED MISSION FOR BEHAVIORAL HEALTH IN SCHOOLS**

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

**FUNCTIONS TO BE CARRIED OUT TO ACHIEVE THE VISION AND MISSION**

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

**STRUCTURE FOR CARRYING OUT THE FUNCTIONS**

**Referral-** Participating schools will establish an infrastructure for identifying and referring to services students/families that could potentially benefit from prevention, early intervention, and treatment programs (including referral, triage, assessment, and other related interventions). The infrastructure will involve building Principals, Guidance Counselors or designees from CLS and Director(s) or designees from ACP. Referrals will be structured so that there is one point of entry at each school building. Referrals will be reviewed in a timely manner and the initial Clinician will be assigned by a Director from ACP or designee (i.e. case manager or therapist; Clinicians).

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

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

Case Managers and/or Therapists (Clinicians) employed by Anazao Community Partner (ACP) are placed in each participating school to assist in the development of a school-based behavioral health program and to provide prevention, early intervention, treatment, and assessment services to children and adolescents enrolled in the school. Clinicians will also provide consultation, training, and support to teachers, administrators, and other school staff. Although functioning in a school setting, the Clinician is still governed by ACP policies and procedures.

**WORKING CONDITIONS RELATED TO THE BEHAVIORAL HEALTH PROVIDERS** The following are specific matters related to the mutual responsibilities and accountabilities of the Clinician(s) and the school in working together.

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

**What CLS Provides:** For the ACP Clinician(s) to work effectively, the school must provide a private space. In addition, schools are asked to assist in the referral process by making initial contact with parents/guardians about school-based behavioral health services, assisting in obtaining required documentation (paperwork) for enrollment in services (including sending paperwork home to be completed, completion of paperwork by school personnel and providing paperwork/documentation to ACP staff). CLS will also assist ACP providers with connecting to building wireless internet, as available and appropriate.

**ACP Clinician(s) as a Member of the School Team:** Although not a school employee, the Behavioral Health Clinician is expected to work closely with the school staff, to share non-confidential and confidential information with the staff as appropriate under the conditions noted below, and to assist staff in responding to behavioral health concerns. Administrative aggregate information such as the number of students seen, the number and theme of therapeutic groups and general concerns raised can be shared in accordance with the Ohio Administrative Code. Behavioral Health Clinicians can acknowledge receipt of a behavioral health referral and indicate whether that student has been seen. Compliance with a request to share any other information related to a student's treatment would require an appropriate release of information signed by the student and/or parent/guardian. At least quarterly summary reports of aggregate behavioral health data will be provided to the Principal. Efforts will be made to resolve dilemmas that arise from the legal confidentiality requirements that are in place for ACP and the school so that all staff involved with a student can work together in the student's best interest while adhering to mandatory behavioral health laws.

**Services and School Buildings:** ACP will provide CLS with at least the Behavioral Health Services (see FUNCTIONS, above) through Behavioral Health Clinicians (see PARTIES, above) at the following school buildings:

- A. Hazel Harvey Elementary School (5 days)
- B. Chippewa Intermediate School (5+ days)
- C. Chippewa Junior Senior High School (5+ days)

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

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

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

**Compensation for Services:** ACP will assume responsibility for obtaining information required to and for billing for behavioral health services provided. ACP's goal is to provide these services at no cost to CLS students/families. In the unlikely circumstances where students/families are not eligible for subsidized/covered services, ACP staff will communicate with the associated CLS Administrator and develop a communication plan with the student/family. ACP is able to offer these services at no cost to consumers through funding by Medicaid and Insurance billing, the Mental Health and Recovery Board of Wayne and Holmes Counties and the Wayne County Department of Job and Family Services. Where not eligible for other funding, ACP will be reimbursed through the Purchased Services of this MOU.

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

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

**Program Evaluation Responsibilities:** In order to assure that we are having a positive and significant impact on children, youth, and families, ACP will collect information to assess the utilization of services and their quality as a basis for revising and improving the program at regular intervals. School staff



(administrators and teachers), families, and students will be asked to participate on a regular basis in these evaluations. In addition, schools will be asked to share school-level data (e.g., attendance records, disciplinary actions, grades) so that we can assess impact on achievement and school behavior. Results will be shared with schools.

## LEGAL CONSIDERATIONS

The following are legal requirements to which Clinician's must adhere.

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

**Behavioral Health Records Are Confidential and Not Part of The School Record:** All behavioral health clinicians must abide by HIPAA and 42CFR, statutes that dictates how information should be shared and with whom. When a record is developed in response to a referral for behavioral health services and the ACP Clinician assigned to a school provides these services, that record belongs to ACP and is not a part of the school record. As such, only those individuals authorized by ACP (i.e., a direct clinical supervisor), those who have a written authorization for release of information, or those with a court order can have access to information in these records.

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

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

## TERMS OF THE AGREEMENT

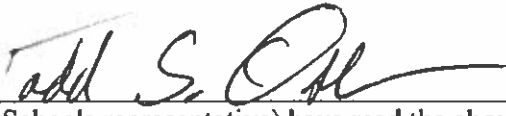
This agreement shall be for a period of one year beginning on August 1, 2024 and ending July 30, 2025. Revision of this agreement may be initiated by either party as needs develop.


## PURCHASED SERVICES

In agreeing to provide up to \$74,750 in support of the services of this MOU, CLS will receive consistent staff coverage and consumer services from previous years. The approximate total cost for this service array is \$216,000, of which CLS will provide up to \$74,750 funding. The remaining costs (\$141,250) will be funded through ACP billing of 3<sup>rd</sup> parties (not students) for additional services provided.

**TERMINATION CLAUSE**

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

I  (signature of Chippewa Local Schools representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of accepting the services of Anazao Community Partners' Behavioral Health Clinicians in Chippewa Local Schools. 8/16/24 (date)

I  (signature of Anazao Community Partners representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of providing behavioral health services with Behavioral Health Clinicians in Chippewa Local Schools. 8.15.24 (date)

**AGREEMENT BETWEEN:****The Carroll County Board of Developmental Disabilities****and****The Chippewa Local School District****I. PREAMBLE**

Whereas, the Carroll County Board of Developmental Disabilities ("the CCBDD") is authorized pursuant to Ohio Revised Code Section 5126.05(A)(4) to provide or contract for special education services and ensure that related services are available to the plan and priorities of such Board,

Whereas, the CCBDD is, pursuant to Ohio Revised Code Sections 3323.021 (effective September 16, 1998) and 5126.04(D) and (E), electing to participate in the provision of educational services directly or by the contracting for the provision of such services, to the extent and according to the terms indicated in this agreement,

Whereas, Ohio Revised Code Section 5126.05(C) permits and authorizes county boards of developmental disabilities to enter into contracts and agreements with public or private agencies or organizations of the same or another county to provide facilities, programs, and services authorized or required upon such terms as may be agreeable,

Whereas, the Chippewa Local School District ("Board of Education") desires to participate with the CCBDD in the provision of services upon the terms stated herein,

Therefore, the CCBDD and the Board of Education hereby agree as follows:

**II. SPECIAL EDUCATION SERVICES**

A. The parties agree that the CCBDD will not provide special education services directly or by contract to any individuals unless the CCBDD has determined the individual to be multi-handicapped as that term is used in Title 33 of the Ohio Revised Code.

B. With regard to each child determined eligible in accordance with paragraph II(A) above, the Board of Education agrees to notify the CCBDD of every educational planning meeting concerning such child, including all Individual Education Plan ("IEP") conferences. The CCBDD has the right to have a representative attend all such conferences and the CCBDD shall be permitted to be a signatory to any document, such as an IEP, where the resources of the CCBDD may be affected, provided that this paragraph shall have no effect unless and until the CCBDD has notified the Board of Education that the CCBDD has determined the individual to be eligible for services pursuant to this agreement and that the CCBDD may be providing services to such individual.

C. The CCBDD may charge the Board of Education for services provided by the CCBDD directly or by contract only if the Board of Education has agreed to do so in this agreement or otherwise agrees in writing to pay for such services. If the Board of Education agrees to pay for services provided by the CCBDD after the effective date of this agreement, the parties shall attach a written addendum to this agreement, which shall be subject to the terms of this agreement.

D. If the CCBDD intends, during the next school year, to increase the amount it charges for some or all of the services for which the Board of Education has agreed to pay or if the CCBDD intends to cease offering all or part of any services provided, the CCBDD shall notify the Board of Education of such intention no later than the first day of March of the current fiscal year. The CCBDD shall make no changes of the type indicated in this paragraph if such notice is not provided.

E. If the Board of Education intends to cease obtaining any or all services it obtains from the CCBDD for the next school year or intends to change the type or amount of services it obtains from the CCBDD for the next school year, the Board of Education shall notify the CCBDD of such intention no later than the first day of March of the current fiscal year. The Board of Education shall make no changes of the type indicated in this paragraph if such notice is not provided.

F. The parties shall collaborate with each other and other applicable government entities to maximize sources of revenue, including federal sources of revenue, in order to provide additional funds for special education services including special education related services. The parties shall document their respective efforts to maximize sources of revenue for special education services and promptly make such documentation available, upon request, to each other.

G. If the Board of Education is reimbursed by any source for any services provided by the CCBDD during the term of this agreement and if the Board of Education is not otherwise obligated to pay the CCBDD for such services, the Board of Education shall remit to the CCBDD the amount of such reimbursement within thirty (30) days of the receipt of such reimbursement by the Board of Education.

H. The CCBDD agrees to comply with all applicable federal and state laws and regulations pertaining to services provided by the CCBDD pursuant to this agreement.

### III. RELATED SERVICES

#### A. Therapy Services

As of the effective date of this agreement, the Board of Education shall pay 100% of any therapy services determined by the IEP, provided to students within its district and enrolled at Carroll Hills School. Such therapy services include but are not limited to Occupational, Physical, Speech, Vision and Behavioral services. The CCBDD shall provide the facilities and coordination for the delivery of such therapy services at no additional cost. Therapy services shall be identified in each of the student's IEP and the signature of the district representative on the IEP will be considered the authorization of such therapy services.

#### B. Aide Services

As of the effective date of this agreement, the Board of Education shall reimburse the CCBDD the salary and benefits for all Aide services provided to its students who are enrolled at Carroll Hills School. When Aide services are needed, it will be identified in the student's IEP and the signature of the district representative on the IEP will be considered the authorization for this service.

**IV. FURTHER TERMS**

A. Agreement to be bound: The parties agree to be bound by all the terms of this agreement including the Preamble thereto.

B. Term: This agreement shall be effective from July 1, 2024 through June 30, 2025 unless extended, modified or terminated as hereinafter provided.

C. Termination: This agreement may be terminated prior to the expiration of the term hereof as follows:

1. Termination by Agreement: In the event the CCBDD and the Board of Education shall, in writing, mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein.

2. Termination by Good Cause: Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible; however, this agreement can be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred and give that party thirty (30) business days within which to cure such defaults. In the event that the defaults are not cured within the thirty (30) business day period, notice in writing shall be given to the defaulting party and this agreement shall terminate ten (10) business days from the date of such notice.

D. Amendments, Modifications & Extensions: This agreement may be amended, modified, or extended by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.

E. Notices: All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, sent by mail or email, by between:

Carroll County Board of Developmental Disabilities  
P.O. Box 429  
Carrollton, Ohio 44615  
Attention: Ray Heaston

and

Chippewa Local School District  
56 N Portage Street  
Doylestown, Ohio 44230

F. Entire Agreement: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

G. Assignment: Neither party shall assign any rights or obligations under this agreement without the written consent of the other party.

H. Governing Law: The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

I. Legal Construction: In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality and unenforceability shall not affect any other provision, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

J. Signature Indicates Authorization: The below individuals state they have been duly and lawfully authorized to sign this agreement and to bind by their signature, the CCBDD or the Board of Education, as the case may be.

V. Medicaid School Program (MSP)

- A. Vendor is required to comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
- B. Vendor allows the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records.
- C. Vendor acknowledges that they or their principles are not suspended or debarred.

VI. CERTIFICATION BY SCHOOL DISTRICT REQUIRED

Notwithstanding any other provision of this agreement, this agreement is of no force or effect and the CCBDD will take no actions in furtherance of this agreement, unless the Board of Education has complied with the relevant provisions of Ohio Revised Code Section 5705.412.

VII. SIGNATURE

For The Carroll County Board of Developmental Disabilities:

BY: Mathual J. Campbell 9 5 2024  
 Mathual J. Campbell, Superintendent Date

For The Chippewa Local School District:

BY: Todd S. Osborn 9/4/2024  
 Todd Osborn, Superintendent Date

**Chippewa Local Schools**  
**2024-2025 EDUCATIONAL/SPECIAL SERVICES CONTRACT**

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and Chippewa Local Schools District Board of Education ("Board of Education") is for the purpose of providing Educational Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education-related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC, and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC.
2. **Term.** This Contract is effective for one year commencing on **7/1/2024** and terminating on **6/30/2025**, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
  - A. The ESC agrees to:  
Provide, under the ESC's control, Services to the Board of Education as identified in the attached Exhibit(s), attached hereto and incorporated herein. We have attached the following exhibit(s) **A, B, P** to this contract.
  - B. The Board of Education agrees to:  
Pay for the Services as provided for in the attached Exhibit(s).
  - C. Each party agrees to:  
Notify the other party in writing on or before **3/14/2025**, of any change in the Services as described in the attached Exhibit(s) to be purchased for the term commencing **7/1/2025** on through **6/30/2026** (the 2025-2026 contract).
5. **Payment.** The board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education monthly or quarterly for actual expenditures.

Charges based on estimates will be billed on the following schedule:

August	40% of the estimated cost on Exhibit(s)
December	40% of the estimated cost on Exhibit(s)
May	Remaining balance of the actual cost
September	True-up billing/credit (Handicapped Preschool and IB Program)

Payment of all invoices sent shall be due to the ESC no later than the 15<sup>th</sup> of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty at its sole discretion. Such termination, suspension, or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each of the separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way effect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable, federal, state, and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect or consequential damages in connection with the purchase of Services by the Board of Education.
- A. Tri-County ESC is required to comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
- B. Tri-County ESC will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents, and records.
- C. Tri-County ESC acknowledges that they or their principals are not suspended or debarred.
7. **Contract Amendment.** During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract.
8. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:
- |                          |                               |
|--------------------------|-------------------------------|
| Tri-County ESC           | <b>Chippewa Local Schools</b> |
| Treasurer                | Ira Hamman                    |
| 741 Winkler Drive        | 56 N. Portage St.             |
| Wooster, Ohio 44691-1652 | Doylestown, Ohio, 44230       |
9. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.
10. **Liability.** The ESC shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the Board of Education, its members, employees, agents or users.



- 11. **Termination.** This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - If the Board of Education fails to make a payment under this Contract, the ESC may terminate this Contract in accordance with Article 5. Payment.
  - If the Board of Education fails to perform any other obligations under this Contract, and no remedial action can be agreed upon by the parties, the ESC may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
- 12. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 14. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
- 15. **Counterparts.** This Contract may be executed in several counterparts, all of which, taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

**GOVERNING BOARD OF THE TRI-COUNTY EDUCATIONAL SERVICE CENTER**

\_\_\_\_\_  
ESC Superintendent's Signature

\_\_\_\_\_  
Date

**BOARD OF EDUCATION OF THE Chippewa Local Schools**

Todd S. Osburn  
\_\_\_\_\_  
District Superintendent's Signature

7/9/24  
\_\_\_\_\_  
Date

[Signature]  
\_\_\_\_\_  
District Treasurer's Signature

[Signature]  
\_\_\_\_\_  
Date

**Tri-County Educational Service Center  
Wayne County Preschool Pool  
FY25 Estimated Budget**

**Preschool Pool Estimated Expenditures:**

Personnel Costs *	\$ 1,594,678
<i>- salaries/benefits/subs for teachers, aides, admin, and secretaries</i>	
Related Services	\$ 658,060
<i>- salaries/benefits for psych, speech, and nurse</i>	
Services & Materials	\$ 239,414
<i>- OT, PT, SLP, Internet, Progress Book, Utilities, Rentals, etc.</i>	
Professional Development/Mileage	\$ 15,450
Supplies, Software & Equipment	\$ 23,500
Admin Fee (does not include Dalton Non-Member Fee)	\$ 93,277
<b>Total Estimated Expenditures</b>	<b>\$ 2,624,378</b>

**Estimated Revenue:**

ECSE Handicapped Preschool Grant	\$ 109,186
Tuition Paid by Parents	\$ 90,000
<b>Total Estimated Revenue</b>	<b>\$ 199,186</b>

**Net Estimated Pool Cost**

<b>\$ 2,425,192</b>
---------------------

**Estimated ADM as of June 2024:**

Chippewa	14
Dalton	16
Green	16
Northwestern	16
Norwayne	12
Orrville	24
Rittman	16
Southeast	18
Triway	20
Wooster	75
<b>Total Estimated ADM</b>	<b>227</b>

**Estimated Billable Rate:**

- Net Pool Cost/Total Estimated ADM	\$ 10,684
- Dalton \$260 Additional Non-Member Fee Per ADM	\$ 10,944

**Estimated Due Per School (amounts will vary from contract exhibit due to rounding):**

Chippewa	\$ 149,571
Dalton	\$ 175,099
Green	\$ 170,939
Northwestern	\$ 170,939

Norwayne	\$	128,204
Orrville	\$	256,408
Rittman	\$	170,939
Southeast	\$	192,306
Triway	\$	213,673
Wooster	\$	801,275
	\$	<u>2,429,352</u>
Non-Member Fee - Dalton	\$	(4,160)
	\$	<u><u>2,425,192</u></u>

\*School Districts receive preschool funding directly through foundation settlements.

School Year 2023-2024	
FY24 Net Estimated Pool Cost	\$ 2,442,176
FY24 Total Estimated ADM	218

**TRI-COUNTY ESC 2024-2025 DISTRICT SERVICES EXHIBIT A**

**Chippewa Local Schools**

	UNIT DESCRIPTION	# OF UNITS	UNIT RATE	FY25 ESTIMATED PROGRAM COST
Handicapped Preschool	ADM	14.00	\$10,684	\$149,571
Fine Arts	per district	1	\$4,275	\$4,275
Gifted Classroom				\$0
Career Connections (To be paid through FY25 Career Awareness funds by the Wayne County Schools Career Center	per district	0	\$5,000	\$0
				\$ 153,846

**NET AMOUNT TO BE INVOICED 3 TIMES A YEAR IN ADVANCE**

**\$ 153,846**

(August 40%, December 40%, and balance in June or September for true-up billing/credit for preschool)

**EXHIBIT B: Ohio Medicaid School Program****COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC**

The ESC shall contract with the district to serve as coordinator of services for the Medicaid School Program (MSP)

---

**DISTRICT SERVED Chippewa Local Schools**

**PERIOD OF SERVICE July 1, 2024 - June 30, 2025**

**DESCRIPTION OF SERVICE:** The ESC shall provide the following for the MSP services:

- Serve as single point of contact for communications and services
- Complete Ohio Medicaid School Program revalidation process for the district
- Schedule and coordinate MSP training to school and ESC personnel, including web-based electronic documentation
- Coordinate and assist staff in obtaining a National Provider Identification number
- Coordinate and assist staff in obtaining a Medicaid Provider number
- Provide unlimited support to staff participating in the MSP
- Monitor staff participation in the MSP so district maximizes full potential reimbursement
- Provide required MSP Parental Consent form and Annual Notice to district
- Coordinate and assist with completion of required cost report and audits
- TCESC is required to comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries
- TCESC will allow representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents and records
- TCESC acknowledges that they or their principles are not suspended or debarred
- Vendor will comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access information concerning beneficiaries
- Vendor will allow representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee access to the subcontractor's books, documents and records
- Vendor acknowledges that they or their principles are not suspended or debarred

**ESTIMATED COST OF SERVICE**

District will be billed quarterly 7% of the cash receipts the district collects for MSP services, plus 3% service fee.



**EXHIBIT P (Behavioral Specialist) – SPECIAL SERVICES**  
**COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC**

**District Served:** Chippewa Local Schools

**Description of Service:** Behavioral Specialist

**Period of Service:** 2024-2025

**Name:** Stephanie Baker

**Estimated Cost of Service:** \$678.16 per day plus mileage

**Note:** 37 days



STARK COUNTY EDUCATIONAL SERVICE CENTER  
2024-25 SERVICE CONTRACT

FEE SCHEDULE

**Special Education Direct Services:** Direct services are provided on an as-needed basis. Estimated costs for each service are listed below. Billing is determined by participation. The affiliate rate applies only to the 23 districts that are members of the Stark County ESC. All non-members pay the nonaffiliated rate.

		Affiliate Rate	NonAffiliate Rate
- MD	Estimated cost per day	\$ 170.00	\$ 190.00
- ED	Estimated cost per day	\$ 190.00	\$ 210.00
- Preschool (SCIP)*	Estimated cost per day	\$ 85.00	\$ 95.00
- Non SCIP Preschool Itinerant	Cost per day	\$ 175.00	\$ 225.00
- OT/PT	Estimated cost per hour	\$ 65.00	\$ 85.00
- Speech	Estimated cost per hour	\$ 62.00	\$ 85.00
- Audiology Services	Estimated cost per hour	\$ 95.00	\$ 120.00
- Vision Services	Estimated cost per hour	\$ 83.00	\$ 105.00
- Autism Unit	Estimated cost per day	\$ 245.00	\$ 305.00
- SPEAK	Estimated cost per day	\$ 190.00	\$ 200.00
- ATTAAC	Cost per hour	\$ 80.00	\$ 95.00
- Autism/Behavior Interventionist	Cost per hour	\$ 80.00	\$ 95.00
- Bilingual Assessment	Cost per hour	\$ 83.00	\$ 88.00
- Adaptive Physical Education	Cost per hour	\$ 72.00	\$ 82.00

\*=If the number of students on itinerant services reaches 16 or more, a district is required to cover the entire cost of the teacher assigned.

**Home Schooling Services:** Services are provided to all local districts and other districts wishing to participate. Billing is determined by participating district's ADM.

**Pre-Age Three Transitional Evaluation and Consultation:** Billing is determined by the direct service fee schedule based on service(s) provided.

**Other Services:** Services are provided to districts upon request including but not limited to Gifted Services, Psychology Services and Social Work. Billing will either be at the daily rate or a rate agreed upon between the district and the ESC. All non-affiliate districts will pay a 5% service fee for any additional services requested and not specifically listed above.

2024-25 services will be invoiced as follows:  
Aug-Oct SPED direct services-invoiced in Nov (estimated)  
Nov-Jan SPED direct services -invoiced in Feb (estimated)  
Feb-April SPED direct services -invoiced in May (estimated)  
May-June SPED direct services -final invoiced in Aug (actual)  
Homeschooling-invoiced semi annually  
Daily Rate Services-invoiced bi-monthly

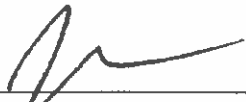
**Medicaid School Program (MSP)**

1. Vendor is required to comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
2. Vendor will allow the representative of the U.S. Department of Human Services, ODJFS, ODE, or Their respective designees, access to the subcontractor's books, documents and records.
3. Vendor acknowledges that they or their principles are not suspended or debarred.

**STARK COUNTY EDUCATIONAL SERVICE CENTER**

**2024-2025 SERVICE CONTRACT**

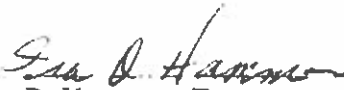
In consideration for services provided by the STARK COUNTY EDUCATIONAL SERVICE CENTER (ESC), the CHIPPEWA LOCAL SCHOOLS agrees to pay any excess cost as calculated by Stark County Educational Service Center for services rendered according to the affiliate fee schedule on page two of this contract for the 2024-2025 school year.

  
\_\_\_\_\_  
James Carman, Treasurer  
Stark County Educational Service Center

7/25/24  
Date

  
\_\_\_\_\_  
Joe Chaddock, Superintendent  
Stark County Educational Service Center

7/24/24  
Date

  
\_\_\_\_\_  
Ira D. Hamman, Treasurer  
Chippewa Local Schools

09/11/2024  
Date

  
\_\_\_\_\_  
Todd Osborne, Superintendent  
Chippewa Local Schools

9/11/2024  
Date