

Chippewa School District
Board of Education Regular Meeting
Chippewa Jr/Sr High School Auditorium
Monday, August 14, 2023
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. Hershberger, Mr. Schafrath

RESOLUTION 098-23

C. Upon consideration to approve the minutes from the July 10, 2023 Regular Meeting.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

II. PUBLIC PARTICIPATION

Christine Ashcraft – On behalf of The Doylestown Lions Club – “THANK YOU Chippewa Local Schools for your dedication and support for the Annual Doylestown Safety Village.

III. INTRODUCTION OF NEW STAFF TO SCHOOL DISTRICT:

15 minute recess: Board “Meet and Greet” with new employees to the district.

TIME OUT AT: 6:10 pm TIME BACK IN: 6:28 pm

IV. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

A. Needle Mover – Jamie Zollinger

V. CONSIDER APPROVAL OF DONATIONS

RESOLUTION 099-23

Upon consideration to approve the following donations.

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated To:</u>
Doylestown American Legion	Check	\$1,000.00	Stem/Robotics Program
All Sports Booster Club	Check	\$17,925.80	Football Uniforms
Lions Club	Gift Cards	\$300	Personal Care Items for Students
Lions Club	School Supplies		Students at all buildings

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

VI. TREASURER’S UPDATE & ACTION ITEMS

A. Treasurer’s Comments

- Finance Committee Report
- Review Financial Report
- Annual Budget based off of FY24 Board approved appropriation of July 10, 2023

RESOLUTION 100-23

B. Action Items

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

Motion to approve by Fenn and 2nd by Hershberger

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

VII. SUPERINTENDENT’S UPDATES:

A. Survey Results

VIII. SUPERINTENDENT’S AGENDA

RESOLUTION 101-23

A) Upon consideration to approve the hiring of Nathan Reutter, 7-12 Comprehensive Science Teacher, 1 year contract, MA Step 8, per the CEA negotiated agreement for the 2023-2024 school year.

Motion to approve by Fenn and 2nd by Hershberger

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

RESOLUTION 102-23

B) Upon consideration to approve the hiring of Jenifer McLain, Bus Driver, 1 year contract, Step 0, 184 days, per the OAPSE negotiated agreement for the 2023-2024 school year, 4 ½ hours per day.

Motion to approve by Hershberger and 2nd by Schafrath

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

RESOLUTION 103-23

C) Upon consideration to approve the hiring of Brittany Mancuso, RN, part-time school nurse, 184 days, \$24.00/hr., 5.5 hours per day for the 2023-2024 school year.

Motion to approve by Hershberger and 2nd by DeAngelis

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

IX. SUPERINTENDENT’S CONSENT AGENDA

RESOLUTION 104-23

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

<u>Supplemental Name</u>	<u>Person</u>	<u>Percent/Pay</u>
Varsity Assistant Football Coach	David Henry	12%
Varsity Assistant Football Coach	Ashton Garrett	12%
Varsity Girls Soccer Assistant Coach	Bailey Farrell	2.75%
Assistant Golf Coach	Don Henegar	5%

B) Upon consideration to approve Mary Stein, EL Tutor for the 2023-2024 school year, at \$25/hr. as needed.

C) Upon consideration to approve the hiring of Deanne Lutz, as a Permanent Substitute Teacher at 179 days, \$35,578, for the 2023-2024 school year.

D) Upon consideration to approve the hiring of the following as a non-bachelor substitute teacher, per the substitute pay rate, and substitute aide/paraprofessional per the substitute pay rate for the 2023-2024 school year.

- Annette Jundzilo
- Casey Conkle
- Elizabeth Huffman
- Emma Hughes
- Abigail Murphy

E) Upon consideration to accept the resignation of Tiffany Schreck, RN, part-time school nurse, effective July 17, 2023.

F) Upon consideration to approve the hiring of the following as substitute teacher, per the substitute pay rate, for the 2023-2024 school year.

- John Richmond
- Jim Darnell

G) Upon consideration to approve the hiring of Yamile Smith, substitute guidance counselor, as needed, for the 2023-2024 school year, \$214.84/day per BA/BS teacher rate, Step 0.

H) Upon consideration to approve the following agreements for Special Education Services for the 2023-2024 school year. (Exhibit 1)

- Educational Service Center of Northeast Ohio (Visually Impaired Services)
- Wayne County Board of DD (Shared Speech Therapist)
- Educational Alternatives
- GCL Education Services, LLC (Leap Program, Rittman)
- LLA Therapy (Occupational and Physical Therapy, Audiology Services)

I) Upon consideration to approve the resignation of Stacy Lambert, bus driver, effective September 7, 2023.

J) Upon consideration to approve Kristy Bentley, custodian, 1 year contract, Step 0, 260 days, 4 hrs/ week, per OAPSE negotiated agreement for the 2023-2024 school year.

K) Upon consideration to approve the MOU between the Chippewa Local School District and the Ohio Association of Public School Employees, Chapter 445 per the attached Exhibit 2

Motion to approve by Fenn and 2nd by DeAngelis

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

CARRIED

X. BOARD DISCUSSION

A. Discussed the status of the District's Board Policy review & update by OSBA.

XI. NEW BUSINESS - none

XII. EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A-2, E as listed above.

Motion to hold an executive session by Schafrath and 2nd by Fenn

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

Time: 6:55 pm

XIII. MOTION TO ADJOURN


Motion to adjourn by Fenn and 2nd by DeAngelis

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

Time: 7:49 pm

NOTE: The next Regular Meeting will be on Monday, September 11, 2023 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

APPROVED:



PRESIDENT

DATE: 09/11/2023



TREASURER



AGREEMENT

THIS AGREEMENT made on this 25th day of March , 2022 in Akron, Ohio, by and between LLA THERAPY (“LLA”) and CHIPPEWA LOCAL SCHOOLS (“SCHOOL”).

WHEREAS, SCHOOL desires the professional services of the following for its students – specifically: speech, audiology, 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 or audiology 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.

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.
1. 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.
2. 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.
3. 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, 2022 and ending on June 30, 2024. 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 & Owner

3/25/2022
Date

CHIPPEWA LOCAL SCHOOLS

By: Todd S. Osborn
Todd S Osborn, Superintendent

8/3/2022
Date

By: Ira W. Hamman
Ira Hamman, Treasurer

08/03/2022
Date

EXHIBIT A

For the period of July 1, 2022, through June 30, 2023 SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

PHYSICAL THERAPIST	\$69.00 / hour
PHYSICAL THERAPIST ASSISTANT	\$51.00 / hour
OCCUPATIONAL THERAPIST	\$69.00 / hour
OCCUPATIONAL THERAPIST ASSISTANT	\$51.00 / hour
AUDIOLOGY SERVICES	\$69.00/hour
BEHAVIOR THERAPIST (BCBA)	\$75.00/ hour

For the period of July 1, 2023, through June 30, 2024 SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

PHYSICAL THERAPIST	\$70.00 / hour
PHYSICAL THERAPIST ASSISTANT	\$52.00 / hour
OCCUPATIONAL THERAPIST	\$70.00 / hour
OCCUPATIONAL THERAPIST ASSISTANT	\$52.00 / hour
AUDIOLOGY SERVICES	\$70.00/hour
BEHAVIOR THERAPIST (BCBA)	\$75.00/ hour

LLA THERAPY

By: M. Troy McClowry
M. Troy McClowry, President & Owner

3/25/2022
Date

CHIPPEWA LOCAL SCHOOLS

By: Todd S Osborn
Todd S Osborn, Superintendent

8/3/2022
Date

By: Ira Hamman
Ira Hamman, Treasurer

08/03/2022
Date

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

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

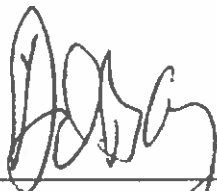
The Wayne County Board of Developmental Disabilities agrees to:

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

Chippewa Local Schools agrees to:

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

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



WCBDD Superintendent Signature

6/2/23

Date



Chippewa Local Schools Superintendent Signature

6/9/23

Date

Shared Speech Therapist AGREEMENT

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

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

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

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

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

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

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

CHIPPEWA LOCAL SCHOOLS

Todd S. Cole
Superintendent

6/9/23
Date

WAYNE COUNTY BOARD OF DD

[Signature]
Superintendent

6/2/23
Date

CHIPPEWA LOCAL SCHOOLS

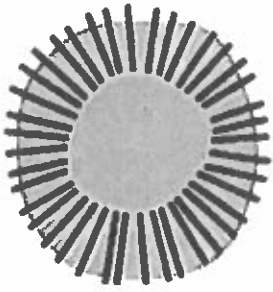
[Signature]
Treasurer

06/06/2023
Date

WAYNE COUNTY BOARD OF DD

Business Manager

Date



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: multifactor 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.

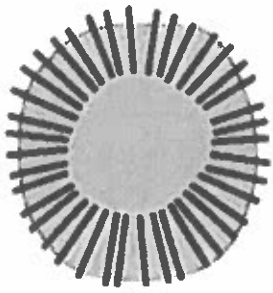
- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers hold current licenses in the state of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

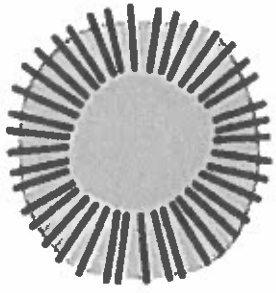
10. Miscellaneous.

- 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

By:

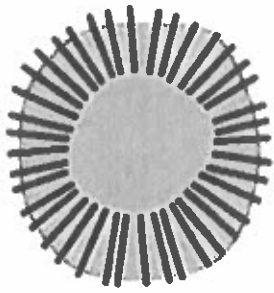
Gerald Swartz, Executive Director

Chippewa Local School District

By:

Name:

Title:



EA education
alternatives

**Schedule A
Education Alternatives Per Diem Rates 2023-2024**

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



LEAP Program

Central Office
168 2nd Street NW
Barberton, OH 44203
(234) 678-5488 Phone
(234) 678-5489 Fax

KRG Education Services, Inc.
1105 East Turkeyfoot Lake Road
Akron, OH 44312
(330) 899-9423 Phone
(330) 899-9429 Fax

Harbor Education Services, LLC
200 North Mantua St.
Kent, OH 44240
(330) 676-8674 Phone
(330) 676-8673 Fax

Connection Education Services Inc.
100 Saurer Street
Rittman, OH 44270
(330) 485-1131 Phone
(330) 485-1133 Fax

ASG Education Services, LLC
11333 Granger Road
Garfield Heights, OH 44125
(216) 510-4813 Phone
(216) 510-5207 Fax

A&G Education Services, LLC
7313 International Dr.
Holland, OH 43528
(419) 868-4950 Phone
(419) 868-4956 Fax

River Education Services, LLC
1575 State Route 96
Ashland, OH 44805
(419) 895-1700 x18113
(419) 895-1738 Fax

GCL Education Services, LLC
2803 Akron Road
Wooster, OH 44691
(330) 439-0702 Phone

To: Special Education Director

From: LEAP Director

Re: Per Diem Rate 23-24

Date: 4-3-2023

I hope this letter finds you well. I would like to first thank you for your continued support of our program and the students that we serve. We are thrilled to be celebrating the conclusion of our 20th school year this spring.

I am writing to inform you that the daily per diem rate for the LEAP Program will be \$155 per day beginning in August of the 2023-2024 School year. This small increase is as a result of the increase in operating expenses brought on by cost of living, inflation, and other economic considerations. This will allow us to continue to provide exceptional service.

We appreciate your understanding and look forward to continuing to serve your special education students and their families. Thank you.

Sincerely,

George C. Linberger

LEAP Director/ CEO

Connection Education Services Inc.

Leap Program - Central Office

166 Second Street NW, Barberton Ohio 44203

Phone: (234) 678-5488 Fax: (234) 678-5489 Website: www.theleapprogram.net

Day Treatment-Purchase Service Agreement

2023-2024 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 **\$155** 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 2023/2024 school year (5/29/24).
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: Todd S. Oller Date: 4/13/23

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

Date: 4/5/23

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

LEAP 2023/2024 School Calendar

August 2023

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 - 13
 9th - New Staff in Service
 10th - 14th Teacher-In-Service
 15th - First Day of School for Students

September 2023

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 - 20
 4th - No School - Labor Day

October 2023

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 - 22
 17th - End of 1st Quarter
 20th - No School - Teacher-In-Service

November 2023

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	

Student Days - 19
 22nd - 1/2 DAY Dismissal at 11:00 AM
 23rd - 27th - No School - Thanksgiving Break

Grading Periods

1st - 8/15 to 10/17 - 45 Days
 2nd - 10/18 to 1/10 - 46 Days
 3rd - 1/11 to 3/15 - 45 Days
 4th - 3/18 to 5/29 - 46 Days

½ Day Dismissal is 11:00 AM

December 2023

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 - 14
 21st to 29th - No School - Winter Break

January 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Student Days - 17
 1st to 5th No School Winter Break
 8th - School Resumes
 10th - End of 2nd Quarter
 15th - No School - MLK Day

February 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	

Student Days - 20
 16th - No School - Teacher-In-Service
 19th - No School - President's Day

March 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 - 20
 8th - No School - Teacher-In-Service
 15th - End of 3rd Quarter
 29th - No School - Spring Break Begins

Total Student Days 182
Total Teacher Days 187

School Hours
8:00am to 2:00pm

April 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Student Days - 17
 1st - 5th - No School - Spring Break
 8th - School Resumes

May 2024

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 - 20
 10th - Teacher-In-Service - No School
 27th - Memorial Day - No School
 29th - Last Day for Students
 30th & 31st - Teacher-In-Service

June 2024

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

Extended School Year - TBA

July 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Extended School Year - TBA

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

**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 2023-2024 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

VISUALLY IMPAIRED SERVICES (VI)	\$111.00 per hr.
ORIENTATION & MOBILITY (O & M)	\$78.00 per hr.
FUNCTIONAL LOW VISION ASSESSMENT (FLVA)	\$78.00 per hr.
*BRAILLE SERVICES	\$35.00 per hr., Aide \$19.00, Clerk \$17.53
*REHABILITATION SERVICES (REHAB)	\$58.00 per hr.

* SERS surcharge will be billed in fall of 2023

Todd S Ock
Signature Superintendent of District of Residence

8/1/2023
Date

Don R. Hammer
Signature Treasurer of District of Residence

08/01/2023
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 2023-2024.

Robert H. Muegels
Signature Superintendent of Educational Service Center

June 30, 2023

[Signature]
Signature Treasurer of Educational Service Center

June 30, 2023

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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Chippewa Local School District Board of Education (the “Board”) and the Ohio Association of Public School Employees, Chapter 445 (“OAPSE”) (collectively “the Parties”).

WHEREAS, the Board and OAPSE are parties to a collective bargaining agreement (“CBA”) with effective dates of July 1, 2023 through June 30, 2026; and

WHEREAS, Article XXV indicates that there will be step progression each year for eligible employees; and

WHEREAS, Article XXV also indicates that there will be a base salary increase for each year of the CBA; and

WHEREAS, Appendix F shows wage rate changes at various experience steps; and

WHEREAS, the CBA does not specify at what time during the year an eligible employee will advance to the next available experience step or when a base salary increase will be applied to employees’ wages; and

WHEREAS, historically step advancement and base wage increases have occurred in September.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and OAPSE enter into the following agreement:

1. Effective July 1, 2023, 260-day employees who are eligible to advance an experience step will advance to the next step on July 1.
2. Employees who work fewer than 260 days in a year will continue to advance an experience step, when eligible, starting with the first workday of the new contract year.
3. Any negotiated increase in the base salary will be applied to work that is performed on or after July 1st for all employees. The increase in base salary will not be applied to any stretch pay wages.
4. Any adjustment in the historical practice is being made prospectively and there will be no adjustments made for previous years.
5. The CBA remains unchanged except as specifically provided for by this MOU.
6. This MOU contains the entire agreement of the Parties regarding the matters set forth herein and supersedes any other agreements or discussions, whether oral or written, regarding these matters. Any amendment to this MOU must be in a writing signed by all Parties.

7. The Board and OAPSE have reviewed and approved this MOU and each signatory to this MOU represents that he or she has the authority to enter into this agreement and bind his/her Party.

FOR OAPSE CHAPTER 445:

FOR THE BOARD OF EDUCATION:

Date

Todd Osborn, Superintendent Date

Date

Ira Hamman, Treasurer Date