



# CHIPPEWA

## LOCAL SCHOOL DISTRICT

**Board of Education Regular Meeting**  
Chippewa Jr/Sr High School Auditorium  
Monday, August 11, 2025  
6:00 p.m.

### MEETING MINUTES

#### I. OPENING

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

B. Present: Mrs. Fenn, Mr. Schafrath, Mr. Mertic  
Absent: Dr. De Angelis, Mr. Golub

#### RESOLUTION 114-25

C. Appoint Alan Boone, Treasurer Pro Tempore for the August 11 Regular Meeting.

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

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

A. Recognition of 2025 OSBA Business Honor Roll Recipients

Serpentini Chevrolet  
Word of Mouth BBQ  
B & K Construction  
Wertz Geotechnical Engineering

#### III. INTRODUCTION OF NEW STAFF

15 minute recess: Board "Meet and Greet" with new employees to the district  
-Jay Airhart introduces new staff

#### IV. PUBLIC PARTICIPATION

Earl Kern- HH memory going away with new building. Suggests Hazel Harvey Elementary for new school name.  
Christine Ashcraft- Doylestown Lion's club thanks board for their partnership and praises transportation department.

#### RESOLUTION 115-25

##### V. CONSIDER APPROVAL OF DONATIONS

It is recommended that the Board of Education approve the following donation(s):

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated To</u>
American Legion	Floor Pads	\$180.00	Maintenance Department

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

#### **RESOLUTION 116-25**

##### **VI. TREASURER'S UPDATES & ACTION ITEMS**

A. Treasurer's Comments- explained financials

B. Action Items

1. Upon consideration to approve the July 2025 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

##### **VII. SUPERINTENDENT'S UPDATES:**

A. Thanks staff & Mr. Osborn for help and support. Also for their work, patience, and professionalism.

#### **RESOLUTION 117-25**

##### **VIII. SUPERINTENDENT'S AGENDA**

A. 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 5	1 hr/3 days per week	\$17.49/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

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

#### **RESOLUTION 118-25**

##### **IX. SUPERINTENDENT'S CONSENT AGENDA**

**NOTE:** Items under the consent agenda are considered routine and will be enacted under one motion. There will be no separate discussion of these items prior to the time the Board votes unless a Board member requests an item be clarified or even removed from the agenda for a separate action.

A. Upon consideration to approve the following supplemental contracts for 2025-2026:

Shelly Mineweaser	Cheerleading: 7-8 Football	6.25%
Raymond Christian	Football: Varsity Volunteer	0.00%
Karen Steen	Golf: Volunteer	0.00%
Kristie Dulin	Tennis: JV Girls	7.25%

B. Upon consideration to approve the following staff be moved on the salary scale for the 2025-2026 school year:

Olivia DeMeio	Step 9 Master's to Step 10 Master's +15
Elle Kick	Step 3 Master's to Step 4 Master's +15
Rachel Silasi	Step 15 Master's to Step 16 Master's +15

C. Upon consideration to approve the following substitute teachers, per the substitute pay rate, for the 2025-2026 school year:

Casey Conkle  
Jim Darnell  
Debra Biagetti  
Josephina Richmond

D. Upon consideration to approve the following classified substitutes, per the substitute pay rate, for the 2025-2026 school year:

Debra Biagetti	Paraprofessional, Cafeteria, Secretary
Samantha Bontempt	Paraprofessional, Cafeteria, Secretary
Casey Conkle	Paraprofessional, Cafeteria, Custodian/Maint., Secretary
Jim Darnell	Paraprofessional
April Heaps	Paraprofessional
Cheyenne Maibach	Paraprofessional, Cafeteria, Custodian/Maint., Secretary
Josephina Richmond	Paraprofessional
Greg McKeown	Custodian/Maint.

E. Upon consideration to approve the updated administrative salary scale from the July 14 meeting per board packet.

F. Upon consideration to approve the following agreements for Special Education Services for the 2025-2026 school year. Exhibit 1

- Educational Service Center of Northeast Ohio (Visually Impaired Services)
- Wayne County Board of DD (Classroom Units)
- Education Alternatives
- Connection Education Services, LLC (Leap Program, Rittman)
- EJ Therapy (Leap Students)
- LLA Therapy (Occupational and Physical Therapy, Audiology Services, Speech Therapy Services)
- Anazao
- Carroll County Board of DD
- ESC (Special Education Services-including, but not limited to, Medicaid, Preschool, Behavior Specialist)

G. Upon consideration to approve the resignation of Paula Pflugh, paraprofessional, effective August 1, 2025.

H. Upon consideration to approve the contract between the Chippewa Board of Education and the Tri-County Educational Service Center for employment services for the 2025-2026 school year. Exhibit 2

I. Upon consideration to approve the Hazel Harvey Preschool Program Fee Scale for the 2025-2026 school year. Exhibit 3

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

**X. BOARD DISCUSSION**

A. Mr. Mertic thank you cards and updates about board goals. Mrs. Fenn praises safety village.

**XI. NEW BUSINESS N/A**

**XII. EXECUTIVE SESSION N/A**

**XIII. MOTION TO ADJOURN**

Motion to approve by 1<sup>st</sup> Mrs. Fenn, 2<sup>nd</sup> Mr. Schafrath

Roll call: Mr. Mertic yes, Mrs. Fenn yes, Mr. Schafrath yes

**CARRIED**

Time: 6:43PM

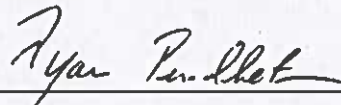
NOTE: The next Regular Meeting will be held on Monday, September 15, 2025 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

**APPROVED: 08-11-25 Regular Meeting**



**PRESIDENT**

**DATE:** 09/03/2025



**TREASURER**

**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 2025-2026 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: Visually Impaired Student Services**

**Billing periods: Monthly August - June**

**COSTS: Teacher of the Visually Impaired: \$120.00/hour**

**Rehabilitation Specialist: \$60.00/hour**

**Orientation & Mobility Trainer: \$92.00/hour**

**Braillist: \$35.00/hour**

**Braillist Aide: \$19.00/hour**

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

8/4/26  
\_\_\_\_\_  
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 2025-2026.

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

July 1, 2025

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

July 1, 2025

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.



**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, 2025-2026;

- 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  
\_\_\_\_\_  
Chippewa Local Schools Superintendent Signature6/24/25  
\_\_\_\_\_  
Date6/25/25  
\_\_\_\_\_  
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.
- WCBDD agrees to pay Chippewa for related services (SLP, OT, PT) for students from non-Chippewa Local students who are placed in the Chippewa Collaborative Classroom.
- Support the community instructional needs of the students in these unit(s) by providing transportation services as determined by the IEPs, 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 January, payable within 45 days.
- Provide related services to students from non-Chippewa Local districts in the Chippewa Collaborative Classroom, with the understanding that Chippewa Local agrees 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 WCBDD.

- Make space available to the WCBDD classroom unit(s) in their LEA settings to extend through School Year 2025-2026;
- 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.

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WCBDD Superintendent Signature



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Date



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Chippewa Local Schools Superintendent Signature

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Date



# EA education alternatives

## SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on July 15 2025, between Chippewa Local School District (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 2025-2026 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.
  - a. **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.
  - b. **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.
  - c. **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.
  - d. **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. EA, with District approval, 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, 2025 and will automatically expire June 30th, 2026.
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: 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. 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.
- 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



**EA** education  
alternatives

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

**THE DISTRICT**By: Todd S. OlbornName: Todd S. OlbornTitle: SuperintendentDistrict: Chippewa L.S.D.



**EA** education  
alternatives

Exhibit 1

**Schedule A**  
**Education Alternatives Per Diem Rates 2025-2026**

<b>Day Treatment Program</b> CARF-accredited therapeutic program.	\$198 per day \$238 per day, Non-Medicaid
<b>One-on-One Aide</b> Individualized services in accordance with the student's IEP.	\$182 per day
<b>Nurse Aide</b> Certified nurse providing specialized services in accordance with the student's IEP	\$325 per day
<b>ECHO Program</b> Computer-based academic program.	\$80 per Half-Day, <4 hours \$122 per Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD.	\$205 per day
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum.	\$288 per day

\*A five percent discounted per diem rate is available for districts pre-paying expected services in full by September 1, 2025. The prepay amount is calculated based on anticipated starting enrollment for 2025-2026 at the program per diem rate over 182 school days. A prepaid invoice can be provided upon request.

# ***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](http://www.theleapprogram.net)

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### ***Day Treatment-Purchase Service Agreement***

#### **2025-2026 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 **\$165** 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 Multifactorial 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 2025/2026 school year (6/2/26).
4. Leap is an enrollment based program, and will be billed as such. In the event the student's 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 determined removal date approved upon by both Connection Education Services, INC. and the placing district. 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: \_\_\_\_\_

Date: 4/19/25

Connection Education Services Inc.  
George C. Linberger, Program Director, Co-Founder \_\_\_\_\_

Date: 4/13/25

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

## **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. Oak  
Contractor designee

Emmeline  
Provider designee

Superintendent  
Title  
2/27/24  
Date

President  
2/28/24  
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. Dahl

Date

5/8/2025



**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. Ostro 5/8/2025  
Date

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

**SHARED VISION FOR BEHAVIORAL HEALTH IN SCHOOLS**

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

**SHARED MISSION FOR BEHAVIORAL HEALTH IN SCHOOLS**

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

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

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

**STRUCTURE FOR CARRYING OUT THE FUNCTIONS**

**Referral-** Participating schools will utilize ACP's referral system 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). A unique, co-occurring system for crisis-level referrals will be communicated. The infrastructure will involve building Principals, Guidance Counselors, District staff or designees from the District and Director(s) or designees from ACP. Referrals will be structured so that there is one point of entry for all referrals for ongoing care. Referrals will be reviewed in a timely manner and the initial Provider will be assigned/supervisor by a Director from ACP or designee (i.e. community care worker or therapist; Providers).

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

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

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

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

**What ACP Provides:** Anazao Community Partners (ACP) provides supervision and support for case managers and therapists (Behavioral Health Providers). ACP will hire and supervise one or more Providers who will be placed in participating schools. Each Provider is expected to attend at least monthly supervisory and training meetings. ACP policy dictates that Behavioral Health Providers are expected to call their supervisors whenever troublesome cases or unusual incidents arise and will file unusual incident reports as required to both the ACP Director and to the Principal of the school to which they are assigned, or other determined District staff. 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 WCS Provides:** For the ACP Provider(s) to work effectively, the school must provide a private, confidential space with ample seating for at least two with internet connectivity and access to electrical outlets. In addition, schools are asked to assist in the referral process by making initial contact with parents/guardians about school-based behavioral health services, assisting in obtaining required documentation (paperwork) for enrollment in services (including sending paperwork home to be completed, completion of paperwork by school personnel and providing paperwork/documentation to ACP staff).

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

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

- A. Hazel Harvey Elementary School
- B. Chippewa Intermediate School



### C. Chippewa Junior Senior High School

As demonstrated in the chart below, ACP plans to support WCS with co-located Counseling services across all buildings in the district with a total of 5.5 FTE of counseling coverage, in addition to Community Care Worker support (as needed/identified, estimated at 3 FTE) and addition to 1 FTE of District-level Crisis Counseling support, or 9.5 total FTE coverage.

Counseling Coverage	ACP Provided
Hazel Harvey	1 FTE
CIS	1 FTE
<del>Junior Senior High</del>	<del>1 FTE</del>
<b>Total Counseling Coverage</b>	<b>3 FTE</b>

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

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

**Referrals To The ACP Behavioral Health Provider:** All referrals to Behavioral Health Providers by school staff must be made in the referral format suggested by ACP and in a manner consistent with District policy. The uniform referral process 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. ACP will be utilizing a centralized referral system and will communicate with appropriate district personnel as this system becomes operational.

**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 WCS students or families. In circumstances where students/families are not eligible for subsidized/covered services, ACP staff will utilize district contract funding. In the unlikely event where no subsidized source exists to serve a specific student or family, ACP staff will communicate with the associated Principal or District staff and develop a communication plan with the student/family. ACP is able to provide these services due to district funding in addition to billing (when eligible) through funding by Medicaid and Insurance, the Mental Health and Recovery Board of Wayne and Holmes Counties and the Wayne County Department of Job and Family Services or Holmes County Department of Job and Family Services.

**Consumer Billing:** Beginning with the 2025-2026 school year, all students who engage in treatment services through ACP will be assessed a fee for services based on the system-established sliding fee scale. This scale, which considers household income and family size, is aligned with rates benchmarked to Medicaid and utilized across multiple behavioral health providers in the local system of care. Most students will qualify for significant fee reductions, and a substantial portion will have no out-of-pocket obligation for services. To determine eligibility for reduced fees, ACP will request income documentation from families at the time of intake. In the absence of such documentation, clients will be assessed the full fee for services rendered.

To ensure equitable access to services and to prevent financial hardship, the District will provide up to \$5,000 in Emergency Access Funds. These funds will be used by ACP, in consultation with designated District representatives, to offset costs for families experiencing financial barriers despite being assessed a fee. ACP will manage this fund and communicate with district personnel regarding utilization.

**Hours:** The Behavioral Health Providers are responsible for reporting their hours to ACP, but should sign in and out of the school if the school requires such a procedure. All Providers carry a cell phone (provided by ACP) to assure that they can be reached when out of the building. Coverage for service demand will be developed by and between Principals and/or Guidance staff, District staff (or designees) and ACP Director(s) or designees. ACP staff are expected to attend ACP quarterly and monthly staff meetings as well as supervisory meetings and these schedules will be communicated with school building leadership.

**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 or appropriate District staff will be informed of this leave by ACP Providers or Directors.

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

## **LEGAL CONSIDERATIONS**

The following are legal requirements to which Providers must adhere.

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

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



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

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

#### TERMS OF THE AGREEMENT

This agreement shall be for a period of one year beginning on August 1, 2025 and ending July 30, 2026. Revision of this agreement may be initiated by either party as needs develop.

#### PURCHASED SERVICES

In agreeing to provide up to \$79,750 in support of the services of this MOU, District will receive the coverage outlined above, including a total allocation of approximately 3 ACP provider staff FTE. The approximate total cost (to ACP) for this service array is \$328,950. The remaining costs (\$249,200) will be funded through ACP billing of 3<sup>rd</sup> parties and consumers for provided services.

#### TERMINATION CLAUSE

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

I Todd S. Orr <sup>Total of 2 FTE</sup> Chippewa Superintendent (signature, name and title of District representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of accepting the services of Anazao Community Partners' Behavioral Health Providers in Chippewa Local Schools. \_\_\_\_\_ (date)

I Mark Woods Mark Woods, Executive Director (signature, name and title of Anazao Community Partners representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of providing behavioral health services with Behavioral Health Providers in Chippewa Local Schools. 06.26.25 (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, 2025 through June 30, 2026 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 6-5-2025  
Mathual J. Campbell, Superintendent Date

For The Chippewa Local School District:

BY: Todd S. Osborn 6/6/2025  
Todd Osborn, Superintendent Date

**Chippewa Local Schools**  
**2025-2026 EDUCATIONAL/SPECIAL SERVICES CONTRACT**

Exhibit 1

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 **7/1/2025** and terminating on **6/30/2026**, 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, H, 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 **3/13/2026**, of any change in the Services as described in the attached Exhibit(s) to be purchased for the term commencing **7/1/2026** on through **6/30/2027** (the 2026-2027 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 principles 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 Treasurer 741 Winkler Drive Wooster, Ohio 44691-1652	Chippewa Local Schools Ira Hamman <i>CDM</i> 56 N. Portage St. 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

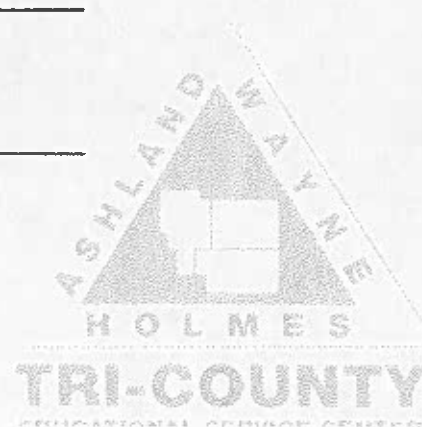
**BOARD OF EDUCATION OF THE Chippewa Local Schools**

\_\_\_\_\_  
District Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Treasurer's Signature

\_\_\_\_\_  
Date





# TRI-COUNTY ESC 2025-2026 DISTRICT SERVICES EXHIBIT A

## Chippewa Local Schools

	UNIT DESCRIPTION	# OF UNITS	UNIT RATE	FY26 ESTIMATED PROGRAM COST
Handicapped Preschool	per district	1.00	\$212,778	\$212,778
Parent Mentor	per district	1	\$3,000	\$3,000
Fine Arts	per district	1	\$4,300	\$4,300
Gifted Classroom				\$0
Career Connections	per district	1	\$5,200	\$5,200
				\$ 225,278

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

**\$ 225,278**

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

Career Connections - At this time due to potential loss of Career Awareness state funding, the Wayne County Schools Career Center is unable to commit to pay for District's Career Connections fees. Contract amendments will be issued if Career Awareness state funding is adequately restored.

Exhibit 1

## **EXHIBIT B: Ohio Medicaid School Program**

Exhibit 1

### **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)

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**DISTRICT SERVED Chippewa Local Schools**

**PERIOD OF SERVICE July 1, 2025 - June 30, 2026**

**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 H (Math Coaching) – SPECIAL SERVICES**  
**COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC**

**District Served:** Chippewa Local Schools

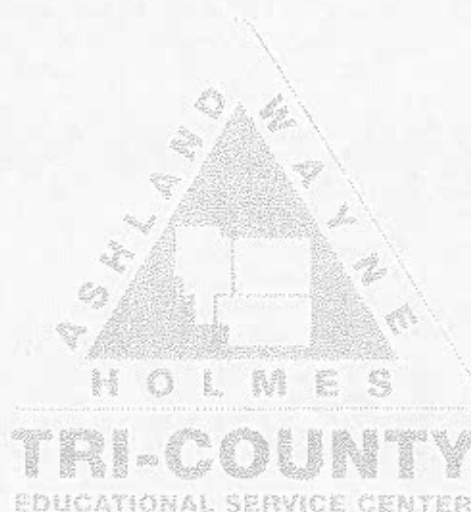
**Description of Service:** Math

**Period of Service:** 2025-2026

**Name:** Jill Kelly or Kathryn Kirkpatrick

**Estimated Cost of Service:** \$550 per day as needed

**Note:**





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

**District Served:** Chippewa Local Schools

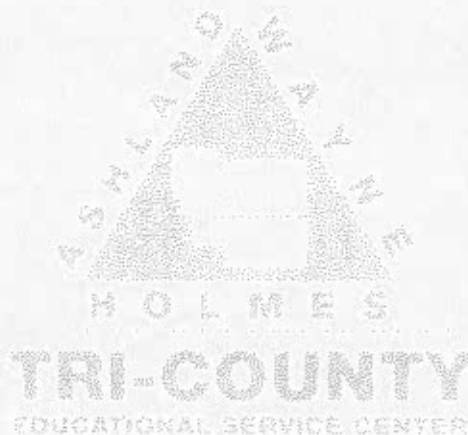
**Description of Service:** Behavioral Specialist

**Period of Service:** 2025-2026

**Name:** Steph Baker

**Estimated Cost of Service:** \$651.00 per day + mileage

**Note:** 37 days ?



**Chippewa Local Schools  
2025-2026 EMPLOYMENT SERVICES CONTRACT**

This contract ("Contract") by and between the Board of Education 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 Employment 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 as described in the attached Exhibit(s).
2. **Term.** This Contract is effective for one year commencing **8/1/2025** and terminating on **7/31/2026** 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 not 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:
    - (1) Provide, under the ESC's control, Services to the Board of Education as identified in the attached Exhibit(s), attached hereto and incorporated herein.
    - (2) Provide its best estimate of the cost of Services from information provided by the Board of Education.
  - B. The Board of Education agrees to:
    - (1) Pay for the actual cost of Services as provided for in the attached Exhibit(s), as well as all related employment costs, including but not limited to paid leaves, unemployment costs, worker's compensation costs, and any costs related to an employee's severance and/or separation from employment.
    - (2) Be responsible for monitoring and tracking all work as described in the attached Exhibit(s). Any payroll documents submitted to the ESC for payment to the employee must contain the Board of Education's designated written approval and will be honored as such by the ESC.
  - C. Each party agrees to:

Notify the other party in writing on or before **3/13/2026**, of any change in the Services as described in the Exhibit(s) to be purchased for the term commencing on **8/1/2026** through **7/31/2027** (the 2026-2027 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 on a monthly basis, included but not limited to a first-month deposit.

Payment of all invoices sent shall be due to the ESC no later than 15 days following receipt of the invoice. 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 separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way affect 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.
7. **Contract Amendment.** Except as otherwise provided herein, this Contract shall not be amended except in writing, signed by both Parties hereto.
8. **Contract Addenda.** The ESC and Board of Education agree that the services and programs specified in this Contract shall remain in place for the designated school year. In recognition, however, of changing student needs, the parties agree that modifications to the services and programs may be made upon mutual agreement of the ESC's Superintendent/Designee and the Board of Education's Superintendent/Designee. 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. After requesting a modification to decrease services, the Board of Education shall remain responsible for all staff compensation and the cost of such services and materials pending the completion of alternate staffing assignments, redistribution of services and materials to other clients of the ESC, and/or the implementation of a reduction in force. By approval of this Contract, the Board of Education authorizes the Superintendent/Designee of the Board of Education to agree to the provision of and payment of compensation, services, and/or materials related to any requested modifications.
9. **Cancellation of Services and Withdrawal from Services.** The ESC reserves the right to cancel any one or all of the services if an insufficient number of school districts/customers elect to participate in a particular service if there is a discontinuation or reduction of funds, or for any other reason deemed sufficient by the ESC, in its sole discretion. Written notice of such cancellation of services shall be provided to the Board of Education not less than ninety (90) days prior to the discontinuation of the service.

The Board of Education shall provide written notice of withdrawal from participation in any one or more of the services to the ESC not less than ninety (90) days prior to the withdrawal date. Such withdrawal notice shall operate to eliminate, for the succeeding year, all contractual obligations of the parties with respect to the services included in the notice of withdrawal.



- A. **Responsibilities of the ESC.** The ESC will work collaboratively with the Board of Education to hire staff to serve the needs of the students. Services are intended to be provided in person but the ESC shall provide such Services remotely or virtually when needed if school buildings are closed as a result of a public calamity, epidemic, pandemic, or other reason necessitating closure of the school building where Services are provided to students. Services may be provided by ESC personnel, by such other persons or entities as determined by the ESC, or by any combination thereof. The ESC shall designate an administrator to serve as a liaison with those contact persons designated by the Board of Education. The ESC retains the right, both initially and going forward, to immediately remove any ESC employee or agent who does not meet the background or licensure standards, has engaged in misconduct, or who the ESC, in its sole discretion, determines is not appropriate for the then-current assignment.
- B. **Responsibilities of the Board of Education.** The Board of Education will cooperate with ESC staff to identify ESC Services to be delivered. The Board of Education will provide facilities for ESC staff so that Services may be delivered on-site, including meeting and classroom space for the staff and students; mailbox and parking space for the staff; access to all necessary student records; workspace for the staff; telephone, Internet, fax and copier access; secured filing space for student records; and access to the school recruitment team, including administrators, counselors, social workers, nurse, psychologist and attendance officer. Services are intended to be provided in person but the Board of Education shall provide staff with technology when needed if school buildings are closed as a result of a public calamity, epidemic, pandemic, or other reason necessitating closure of the school building where Services are provided to students. Furthermore, the appropriate contact person from the Board of Education will assist the ESC in determining the location and time for the Services to be delivered. The Board of Education will also immediately report any alleged misconduct involving ESC staff to an ESC administrator and ensure that such ESC administrator/designee is involved in any investigations involving ESC staff so that appropriate steps can be taken by the ESC concerning the assignment and/or discipline of the ESC staff.
- C. **Health Insurance Costs.** In accordance with Board Policies 3420 and 4420 (*Group Health Insurance*), the ESC provides group health insurance for employees of the ESC eligible to participate in accordance with the statute.
- (1) Eligible employees will include all employees who are employed by the ESC who enroll for coverage and who pay the required contribution for coverage. The ESC will provide different contributions for full-time employees and part-time employees. Eligible full-time employees are nine-, ten-, eleven-, and twelve-month employees who are employed full-time for 184 or more days, respectively, and who work six (6) or more hours per day. Part-time employees are employed for a minimum of 736 hours per year. Employees employed for less than 736 hours per year are not eligible.
  - (2) If the Board of Education decides that it would like for the ESC to provide group health insurance to employees who are not otherwise eligible for such coverage, the Board of Education's Superintendent shall submit a written request to the ESC Treasurer indicating the same. In such written request, the Board of Education shall also verify that it advised the employee that s/he is being provided with

health insurance during the applicable school year, that the provision of group health insurance is not guaranteed, and that the Board of Education will evaluate the provision of group health insurance on a yearly basis. The Board of Education shall also verify that the Board of Education will be solely responsible for addressing any grievances or claims that might arise related to the provision of health insurance to an individual who is not otherwise eligible for such health insurance. In turn, the ESC Treasurer will acknowledge receipt of such written request and advise the Board of Education's Superintendent of the additional costs associated with such health insurance coverage. The ESC will include such additional costs in the monthly invoices sent to the Board of Education.

11. **Licensure/Certification.** The Board of Education shall recommend qualified individuals to the ESC. In turn, the ESC will ensure that all individuals providing services to the Board of Education under this Contract obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the ESC for inspection, upon request, by the Board of Education.
12. **Criminal Records Checks on Employees.** The ESC will ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to.
13. **Confidentiality/Education and Student Records.** The ESC and Board of Education acknowledge that in the course of performing their obligations under this Contract, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both parties agree that they will only use Confidential Information of the other party in the performance of its obligations under this Contract and that it will not, at any time during or following the term of this Contract, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.  
  
Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
14. **Waiver of Breach.** The waiver by any party of breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach.
15. **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  
Treasurer  
741 Winkler Drive  
Wooster, Ohio 44691-1652

Chippewa Local Schools  
Ken Gasser  
56 N. Portage St.  
Doylestown, Ohio 44230

16. **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.
17. **Liability.** The Board of Education shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of the Board of Education's employees or agents, as well as any ESC employee providing program services to the Board of Education in connection with the performance of those services for which they are liable under applicable law. The Board of Education shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Contract. In the event, any legal action is brought against the Board of Education and/or ESC related to any services provided to the Board of Education by the ESC under this Contract, the Board of Education shall be responsible for the ESC's, as well as its own, attorney fees and costs associated with such litigation.
18. **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.
19. **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.
20. **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.
21. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
22. **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:

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
District Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Treasurer's Signature

\_\_\_\_\_  
Date



## FY26 EMPLOYMENT SERVICES CONTRACT EXHIBIT A

District	Last Name	First Name	Position	Contract Hours	Contract Days	Salary	per unit	SEIS Surcharge Estimate	STMS/SEIS	Type of Insurance	Insurance Cost	Medicare	Worker's Comp	Mileage	PD	College Credit Reimbursement	Salary Estimate	Salary Estimate Notes	Sub Total to District	Admin Fee	Total Cost to District
Chippewa	Genet	Lacy	Gifted Coordinator	(1 hour per day)	182	\$3,338.80	per year	\$0.00	\$467.43	N/A	\$0.00	\$48.41	\$38.73	\$0.00	\$0.00	\$0.00	\$3,338.80	-	\$3,898.37	\$116.80	\$4,015.18
Chippewa	Mancuso	Bertamy	School Nurse	(8 hours per day)	190	\$38,471.20	per year	\$0.00	\$5,385.97	Life Only	\$66.12	\$557.83	\$446.27	\$0.00	\$0.00	\$0.00	\$38,471.20	-	\$44,927.39	\$1,247.82	\$46,275.21
Chippewa	Wenger-Lahman	Krista	Transitions Coordinator	(8 hours per day)	186	\$42,199.68	per year	\$0.00	\$5,907.96	Family-All	\$22,236.48	\$611.90	\$489.52	\$0.00	\$0.00	\$0.00	\$42,199.68	-	\$71,445.53	\$2,483.37	\$73,928.91
Chippewa	Yost	Emily	Health Service Provider	(8 hours per day)	182	\$38,277.12	per year	\$0.00	\$5,358.80	Life Only	\$66.12	\$555.02	\$444.01	\$0.00	\$0.00	\$0.00	\$38,277.12	-	\$44,701.07	\$1,241.03	\$46,042.10
Totals									\$0.00		\$22,368.72	\$1,773.16	\$1,418.53	\$0.00	\$0.00	\$0.00	\$122,286.80		\$164,967.36	\$4,949.02	\$169,916.38

Exhibit 2

\*\*Surcharge for classified employees that qualify will be billed accordingly as SEIS charges are determined.

\*\*If indicated on the DERF, actual expenditures for mileage, PD, tuition reimbursement and substitutes will be billed accordingly.

# Exhibit 3

## Hazel Harvey Preschool Program Fee Scale (2025-2026)

Monthly Fee	100%	125%	150%	175%	185%	200%
Step	0	1	2	3	4	5
Fee	\$0	\$35	\$60	\$85	\$110	\$135

## Income Eligibility by Household Size

Family Size	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
1 person	\$0-\$15,650	\$15,651-\$19,563	\$19,564-\$23,475	\$23,476-\$27,388	\$27,389-\$28,953	\$28,954-\$31,300
2 people	\$0-\$21,150	\$21,151-\$26,438	\$26,439-\$31,725	\$31,726-\$37,013	\$37,014-\$39,128	\$39,129-\$42,300
3 people	\$0-\$26,650	\$26,651-\$33,313	\$33,314-\$39,975	\$39,976-\$45,185	\$45,186-\$49,303	\$49,304-\$53,300
4 people	\$0-\$32,150	\$32,151-\$40,188	\$40,189-\$48,225	\$48,226-\$54,600	\$54,601-\$59,478	\$59,479-\$64,300
5 people	\$0-\$37,650	\$37,651-\$47,063	\$47,064-\$56,475	\$56,476-\$64,015	\$64,016-\$69,653	\$69,654-\$75,300
6 people	\$0-\$43,150	\$43,151-\$53,938	\$53,939-\$64,725	\$64,726-\$73,430	\$73,431-\$79,828	\$79,829-\$86,300
7 people	\$0-\$48,650	\$48,651-\$60,813	\$60,814-\$72,975	\$72,976-\$82,845	\$82,846-\$90,003	\$90,004-\$97,300
8 people	\$0-\$54,150	\$54,151-\$67,688	\$67,689-\$81,225	\$81,226-\$92,260	\$92,261-\$100,178	\$100,179-\$108,300
Each additional	+\$5,500	+\$6,875	+\$8,250	+\$9,625	+\$10,175	-