

CHIPPEWA

LOCAL SCHOOL DISTRICT

Board of Education Regular Meeting
Board of Education Conference Room
Monday, July 13, 2026
8:00 a.m.
Meeting Minutes

I. OPENING

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

B. Roll Call

Present: Mrs. Linda Fenn, Mrs. Kay Kerr, Mr. John Mertic, Mr. Kyle Schafrath

Absent: Dr. TJ DeAngelis

RESOLUTION 255-26

C. Appoint Mr. Mertic, treasurer pro tempore, for the July 13, 2026 Regular Meeting.

Motion by: Mrs. Kerr 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 256-26

D. Motion to approve the minutes from the June 8, 2026 Regular Meeting.

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 257-26

E. Motion to approve the minutes from the June 29, 2026 Special Meeting.

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

II. PUBLIC PARTICIPATION- NONE

III. TREASURER'S UPDATES & ACTION ITEMS

A. Treasurer's Comments

B. Action Items

RESOLUTION 258-26

1. Upon consideration to approve the June 2026 unaudited financial report (copy on file at the Doylestown Public Library)

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 259-26

2. Upon consideration to approve a Resolution to Proceed with the Proposition of a Renewal Income Tax.

(Ohio Revised Code Sections 5748.02 and 5748.03)

WHEREAS, the Board at its meeting on June 8, 2026 determined that it is necessary to raise annually additional revenues of \$2,527,899 for the purpose of providing for the current operating expenses of the School District; and

WHEREAS, the Tax Commissioner of the State of Ohio has estimated and certified the property tax rate and the income tax rate required in order to produce such additional revenues; and

WHEREAS, the income tax rate, rounded to the nearest one-fourth of one percent as required by law, is 1.00% per annum; and

WHEREAS, such rate is not higher than the income tax last approved by the voters of the School District on November 8, 2022 for five years with the last year of collection being in 2027 (the "Existing Income Tax"); and

WHEREAS, the "school district income" (as defined in Ohio Revised Code Section 5748.01(G)) that is subject to the Existing Income Tax is the "taxable income" defined in Ohio Revised Code ("Revised Code") Section 5748.01(E)(2);

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Chippewa Local School District, Wayne County, Ohio, a majority of all of the members thereof concurring, that:

Section 1. Pursuant to Revised Code Sections 5748.02 and 5748.03, it is hereby determined to be necessary to proceed with the proposition of levying a renewal of the Existing Income Tax on the school district income of individuals residing in the School District (the "Income Tax"). Such renewal Income Tax shall be at the rate of 1.00% per annum, shall be for the purpose of providing for the current operating expenses of the School District, shall take effect and begin to be levied on January 1, 2028, and shall be levied for five years.

Section 2. The school district income that shall be subject to the Income Tax is the "taxable income" defined in Revised Code Section 5748.01(E)(2).

Section 3. The question of levying the Income Tax shall be submitted to all of the electors of the School District at the election to be held on November 3, 2026. All of the territory of the School District is located in Wayne County, Ohio.

Section 4. The form of the ballot to be used at said election shall be substantially as follows (subject to any changes from the Wayne County Board of Elections and/or the Ohio Secretary of State):

Shall an annual income tax of one percent (1.0%) on the earned income of individuals residing in the school district be imposed by the Chippewa Local School District, to renew an income tax expiring at the end of 2027, for five (5) years, beginning January 1, 2028, for the purpose of providing for the current operating expenses of the school district?

	FOR THE TAX
	AGAINST THE TAX

Section 5. The Treasurer of the School District is hereby directed to certify a copy of this Resolution to the Board of Elections of Wayne County, Ohio, not later than August 5, 2026.

Section 6. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Revised Code Section 121.22.

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

IV. EXECUTIVE SESSION

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

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

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A7, E as listed above.

Motion by: Mr. Mertic 2nd by: Mr. Schafrath
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

Time: 8:11 AM

MOTION TO EXIT EXECUTIVE SESSION

Motion by: Mr. Schafrath 2nd by: Mr. Mertic
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

Time: 8:29 AM

V. SUPERINTENDENT'S AGENDA

RESOLUTION 260-26

A. Upon consideration to approve the agreement between Akron Regional Hospital LLC dba Summa Health Systems and Chippewa Local School District for athletic trainer services. Exhibit 1

Motion by: Mr. Mertic 2nd by: Mr. Schafrath
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

RESOLUTION 261-26

B. Upon consideration to approve the Field Technician Employment Services Contract between Tri-County Computer Services Association and Chippewa Local School District, effective July 1, 2026-June 30, 2027. Exhibit 2

Motion by: Mr. Schafrath 2nd by: Mr. Mertic
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

RESOLUTION 262-26

C. Upon consideration to approve Mallory Mertic, freshman volleyball coach, 7.25%, for the 2026-2027 school year.

Motion by: Mrs. Kerr 2nd by: Mr. Schafrath
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic abstain, Mr. Schafrath yes **CARRIED**

RESOLUTION 263-26

D. Upon consideration to approve the hiring of Melanie Franks, Paraprofessional, 1 year limited contract, 5.75 hours per day, 177 days, Step 0, per the OAPSE negotiated contract for the 2026-2027 school year.

Motion by: Mr. Mertic 2nd by: Mr. Schafrath
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes **CARRIED**

RESOLUTION 270-26

- L. Upon consideration to approve a 1-year service contract with Gardiner for the Chippewa Jr/Sr High School and Chippewa Elementary School in the amount of \$22,256.00 (paid annually) or \$22,944.00 (paid in two semi-annual payments) for the 2026-2027 school year; this contract shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice. Exhibit 7

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 271-26

- M. Upon consideration to approve a 3-year agreement with Gardiner for the Data Services Package in the amount of \$23,144.00 per year (reflecting a 3% annual payment discount) for fiscal years 2027, 2028, and 2029. Exhibit 8

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 272-26

VI. 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 the 2026-2027 school year:

Emily Ramseyer	Cross Country: 7-8 (shared)	2.50%
Jacqui Douglas	Volleyball: 7 th Grade	7.25%
Anthony Adams	Basketball: 7 th Grade (volunteer)	0.00%
Dack Mutters	Basketball: 8 th Grade	7.25%

- B. Upon consideration to approve the retirement of Joyce Napier, effective May 28, 2026.

- C. Upon consideration to approve Kim Murphy, substitute teacher and substitute paraprofessional, per the substitute pay rates, for the 2026-2027 school year.

- D. Upon consideration to approve Joyce Napier, substitute van driver, per the substitute pay rate, for the 2026-2027 school year.

- E. Upon consideration to approve the resignation of Brittany Shumaker, effective May 29, 2026.

- F. Upon consideration to approve the following staff be moved on the salary scale for the 2026-2027 school year:

Beth Lewis Step 7 Masters to Step 8 Masters +15

- G. Upon consideration to approve the administrative pay scale. Exhibit 9

- H. Upon consideration to approve the administrative benefits package. Exhibit 10

RESOLUTION 264-26

- E. Upon consideration to approve the hiring of Samantha Bacher, Paraprofessional, 1 year limited contract, 5.75 hours per day, 177 days, Step 0, per the OAPSE negotiated contract for the 2026-2027 school year.

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 265-26

- F. Upon consideration to approve the Services Agreement between Chippewa Local Schools and Tri-County Computer Services Association. Exhibit 3

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 266-26

- G. Upon consideration to approve the Data Security and Privacy Agreement between Chippewa Local Schools and Tri-County Computer Services Association. Exhibit 4

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 267-26

- H. Upon consideration to approve the 2026-2027 Educational/Special Services Contract between Chippewa Local Schools and Tri-County Educational Service Center. Exhibit 5

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 268-26

- I. Upon consideration to approve the 2026-2027 Employment Services Contract between Chippewa Local Schools and Tri-County Educational Service Center. Exhibit 6

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

RESOLUTION 269-26

- J. Upon consideration to approve the transition of Stephanie Casto from Transportation Secretarial Assistant to Jr/Sr High School Secretary, 8 hours a day, 201 days, Step 6, per the OAPSE negotiated contract, beginning July 20, 2026.

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

- * Mr. Mertic made a motion to omit item K from the Superintendent's agenda.

Motion by: Mr. Schafrath 2nd by: Mr. Mertic

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

- K. Omitted by board action.

I. Upon consideration to approve the following agreement for Special Education Services for the 2026-2027 school year. Exhibit 11

- Educational Service Center of Northeast Ohio (Visually Impaired Services)

Motion by: Mr. Mertic 2nd by: Mr. Schafrath

Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

VII. BOARD DISCUSSION -

- Mrs. Fenn passed out OSBA documents on minutes.
- Mrs. Fenn asked about economical format for newsletter
- Mrs. Kerr would like to do better educating district residents on the cost to educate students.

VIII. NEW BUSINESS - NONE

IX. EXECUTIVE SESSION

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

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

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A1, B, E as listed above.

Motion by: Mr. Schafrath 2nd by: Mrs. Mertic
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

Time: 9:03 AM

X. MOTION TO ADJOURN

Motion by: Mrs. Kerr 2nd by: Mr. Schafrath
Mrs. Fenn yes, Mrs. Kerr yes, Mr. Mertic yes, Mr. Schafrath yes

CARRIED

Time: 9:22 AM

NOTE: The next Work Session will be held on Monday, July 27, 2026 at the Board Office
Conference Room beginning at 8:00 a.m.

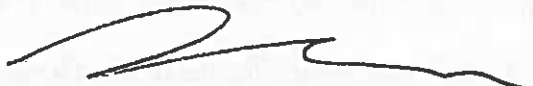
APPROVED: 7-13-2026 Regular Meeting



President

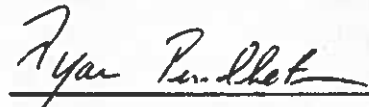
8/10/2026

Date



Treasurer Pro Tempore

08/10/26



Treasurer

Date

**AGREEMENT
AKRON REGIONAL HOSPITAL LLC DBA SUMMA HEALTH SYSTEM
ATHLETIC TRAINER SERVICES**

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2026 by and between **Chippewa Local School District**, hereinafter referred to as "SCHOOL" and **Akron Regional Hospital LLC dba Summa Health System**, hereinafter referred to as "HOSPITAL".

RECITALS

- A. HOSPITAL owns and operates acute care hospitals including the Summa Health System – Akron Campus located at 525 East Market Street, Akron, Ohio and the Summa Health System - Barberton Campus located at 155 5th Street N E, Barberton, Ohio.
- B. HOSPITAL owns and operates a number of health centers, including those located at 1835 Franks Parkway, Uniontown, Ohio, 195 Wadsworth Road, Wadsworth, Ohio and 3780 Medina Road, Medina, Ohio.
- C. HOSPITAL employs Licensed Athletic Trainers ("TRAINER").
- D. SCHOOL sponsors a variety of scholastic sports activities including interscholastic competitions, practice sessions, and educational programs for SCHOOL'S athletes and coaching staffs.
- E. The parties desire that the HOSPITAL provide a TRAINER to provide athletic training coverage at certain of SCHOOL'S various scholastic sports activities.
- F. HOSPITAL and SCHOOL desire to enter into this Agreement by which HOSPITAL can provide athletic training coverage in order to decrease the chance of injuries and to minimize the effects of injuries incurred in the course of SCHOOL'S scholastic sports activities.

NOW, THEREFORE, the parties agree as follows:

1. HOSPITAL'S Agreements:

- A. Athletic Trainer (AT): HOSPITAL shall provide SCHOOL the services of a TRAINER. TRAINER shall be available to SCHOOL throughout the term of the Agreement for SCHOOL'S scholastic sports activities as set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties. HOSPITAL shall provide SCHOOL the services of a TRAINER up to 1900 hours total, annually.
- B. Coverage provided by TRAINER: TRAINER shall participate in the following aspects of SCHOOL'S scholastic sports program at the times set forth on the attached Exhibit A, and as otherwise may be mutually agreed upon by the parties:
 - 1) Pre-Season Coverage:

- a. TRAINER may participate in pre-season educational programs concerning the identification, care and prevention of common athletic injuries, if requested.
 - b. TRAINER may participate and provide guidance in pre-season conditioning training programs, and other activities that the parties mutually agree are appropriate to prepare athletes and coaches for the upcoming sport's season.
- 2) Practices, Pre-Competition and Competition Coverage:
 - a. TRAINER shall assist SCHOOL'S coaching staff and athletes in preparing for practices and competitions.
 - b. TRAINER shall assess athletes for potential injuries and advise appropriate preventive measures, as requested.
 - c. TRAINER shall cover those practices and interscholastic sports competitions that the parties mutually have scheduled for such coverage.
 - d. During practices and interscholastic sports competitions where the TRAINER provides coverage, TRAINER shall provide emergency assessment and care of athletic injuries, within the scope of TRAINER'S expertise and in accordance with the Ohio AT Practice Act.
- 3) Post Practice and Post Competition Coverage: TRAINER shall assess injuries sustained by athlete participants in practices or interscholastic sports competitions and shall assist SCHOOL in making appropriate medical referrals.
- 4) School Day Treatments and Evaluations: The AT(s) will have hours available during the school day to provide treatments, rehabilitation and injury evaluation.
- 5) Emergency Action Plans: Staff will work with athletic staff and administration to develop Emergency Action Plans (EAP) for each venue.
- 6) Educational Programs: TRAINER may work with coaches and administration to help organize educational programs, as requested by the school, for parents and coaches.
- 7) Parents' Meetings: AT shall be present and participate at annual parents' meetings as requested by the administration and coaches
- 8) Make-Up Date for Screenings: HOSPITAL provides Pre-participation sports screenings throughout the school year at our sports medicine

Exhibit I

physician offices for a fee. This is open, by appointment, to any athletes who missed SCHOOL's scheduled date.

- 9) In the Event of Illness or Emergency: In the event that the TRAINER is unable to attend a scheduled event due to illness or emergency or other occurrence, the HOSPITAL will use reasonable efforts to provide a substitute trainer for the scheduled event but shall have no liability to SCHOOL hereunder should HOSPITAL be unable to provide a substitute.
- 10) Additional Duties: HOSPITAL and/or TRAINER shall provide additional duties or services as set forth on Exhibit A or as mutually agreed upon by the parties.
- 11) Code of Ethics: HOSPITAL shall require TRAINER to perform all TRAINER'S duties, responsibilities and activities under this Agreement in conformance with the applicable provisions of the National Athletic Trainer's Association Code of Ethics and the Ohio Revised Code.

2. SCHOOL'S Agreement:

A. Space and Supplies

- 1) SCHOOL shall provide TRAINER with all necessary or appropriate services, and medical and other equipment and supplies, such as tape, elastic wraps, supply kits, etc. as may reasonably be required by TRAINER in performing duties under this Agreement.
- 2) SCHOOL shall provide TRAINER with adequate space for the performance of TRAINER'S duties under this Agreement.

- B. School Staff. SCHOOL shall ensure that it's coaching and other staff and agents (collectively, "School's Staff") cooperate fully with the TRAINERS' decisions that pertain to the health and/or injury status of an athlete, including, without limitation, disqualification from athletic participation. Without limiting any other provision of this Agreement, HOSPITAL may terminate this Agreement immediately upon failure of School's Staff to adhere to a TRAINER'S decision. Only a physician may overrule a TRAINER'S decision, but the TRAINER and Team Physician and/or Summa Sports Medicine Medical Director, in looking out for the best interest of the athlete, may decide to not allow clearance based on the following: a specialist had withheld the athlete and the clearance comes from a non-specialist OR the TRAINER and/or Team Physician/Sports Medicine Medical Director, based on their evaluation and/or witnesses symptoms and the athlete's decrease in the ability to perform the activities without pain and loss of function, may feel that it is in the best interest of the athlete not to participate. In the event that SCHOOL fails to ensure the full cooperation of School's Staff, or in the event that a TRAINER'S decision is overruled, SCHOOL shall be obligated to indemnify, defend and hold harmless HOSPITAL, its officers, directors, agents and employees, including, without limitation, the TRAINERS, in accordance with Section 8.B. hereof.

- C. Concussions: SCHOOL, by signing this document, designates the TRAINER (either (i) in consultation with a physician; (ii) pursuant to the referral of a physician; (iii) in collaboration with a physician, or (iv) under the supervision of a physician) and/or Team Physician and/or Summa Sports Medicine Medical Director as a healthcare provider authorized to grant return to play clearance to SCHOOL's athletes following concussions according to Summa's Standard Operating Procedure and Ohio Law related to concussions, as may be amended from time to time. If there is a discrepancy or questionable return to play clearance provided to an athlete by another healthcare provider, the athletic trainer can consult with Summa Health Sports Medicine physicians and they have the right to intervene and not allow return to play to occur until the athlete is symptom free, has returned to baseline compared to all baseline testing, completed the 5 phase functional progression without increase in symptoms, etc to insure proper concussion management and return to play for the safety of the student-athlete.
- D. Records. SCHOOL will make available to HOSPITAL and TRAINER at all times during this Agreement all of the pre-participation physicals, medical releases and other records, documents and information HOSPITAL deems necessary to perform its services hereunder.
- E. No Hire Covenant. SCHOOL agrees that it shall not, during the term of this Agreement, directly or indirectly, through any subsidiary, parent company or affiliate, hire, employ, retain or otherwise engage any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement, nor shall SCHOOL induce, facilitate, or otherwise encourage any such employee or independent contractor to terminate his or her relationship with HOSPITAL. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.
- F. Non-Interference: SCHOOL agrees that, during the term of this Agreement and for a period of eighteen (18) months thereafter, it shall not interfere with the relationship between HOSPITAL and any employee or independent contractor of HOSPITAL who at any time provides, supervises, directs or is involved in the provision of services under this Agreement. SCHOOL acknowledges the difficulty in calculating damages for such interference and hereby agrees that in the event of such interference, SCHOOL shall pay HOSPITAL liquidated damages in the amount of Thirty-Five Percent (35%) of the employee or independent contractor's yearly salary or annual contracted rate.
- G. Acknowledgment of Relationship: SCHOOL shall publicly acknowledge HOSPITAL's partnership with SCHOOL in providing the TRAINER services in a manner agreed to by the parties.

3. Term: This Agreement shall be for a term of three (3) years beginning on July 1, 2026 and ending at midnight on June 30, 2029.
4. Independent Contractor:
 - A. The parties understand and agree that they are independent contractors with respect to one another in the performance of this Agreement, and that TRAINER is at all times performing TRAINER'S work, duties and responsibilities under this Agreement solely as HOSPITAL'S employee.
 - B. This Agreement creates between HOSPITAL and SCHOOL no relationship whatsoever of agency, partnership, joint venture or employment.
 - C. This Agreement does not empower either party or its agents, employees or assigns to bind the other party in any way.
 - D. It shall be HOSPITAL'S sole responsibility to supervise and compensate TRAINER. SCHOOL shall not exercise direct control over HOSPITAL'S or TRAINER'S methods in carrying out this Agreement. SCHOOL'S sole role shall be to ensure that services rendered under this Agreement shall be performed in a competent and satisfactory manner.
5. Community Benefit: The parties acknowledge that HOSPITAL is providing the TRAINER services as part of its commitment to the community with the goal of improving the health and wellness of the communities that it serves.
6. Modification: Either party may modify this Agreement. Modifications shall be written and signed by both parties to the Agreement.
7. Assignment: Either party may assign this Agreement upon the prior written consent of the other party.
8. Indemnity:
 - A. SCHOOL (the "Indemnifying Party") shall indemnify, defend and hold harmless HOSPITAL, its officers, directors, agents, and employees, including, without limitation, the TRAINER (the "Indemnified Parties"), from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by the Indemnified Parties in connection with, or arising out of the negligent acts or omissions or willful misconduct of the Indemnifying Party, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with Ohio Revised Code Section 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator.

- B. In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold harmless HOSPITAL from and against any and all claims arising out of or related to SCHOOL'S failure to ensure the full cooperation of School's Staff or the overruling of a TRAINER'S decision as discussed in Section 2.B. hereof.
9. Insurance: Each party shall maintain policies of liability insurance and property insurance in amounts sufficient to provide adequate coverage for services provided pursuant to this Agreement. Either party may request evidence of such insurance coverage at any time.
10. Severability: This Agreement is severable. If any part of this Agreement is found by any Court to be void or illegal, the remainder of this Agreement shall remain in full force and effect for the term of the Agreement.
11. Termination:
- A. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice.
- B. Consequences of Termination. Upon expiration or termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of expiration or termination and obligations that are expressly made to extend beyond the term of this Agreement and those contained in Sections 2.D. and 2.E.
12. Notice: Notice required or permitted under this Agreement shall be effective upon mailing by certified mail, return receipt requested, or upon personal delivery to the other party as follows:
- HOSPITAL: Legal Department
Akron Assurance Hospital Company LLC dba Summa Health
1077 Gorge Blvd.
Akron, OH 44310
- SCHOOL: Tim Adams – Superintendent
Chippewa Local Schools
56 Portage St.
Doylestown, OH 44230
13. Ohio Law: This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio. The County of Summit, State of Ohio shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Agreement.

14. Third Party Beneficiary: The parties do not intend that student athletes, teachers, parents, coaches or any other third party occupy the position of third party beneficiaries to this Agreement.
15. Waiver: The failure or delay of either party to exercise any right, power or privilege under this Agreement shall not waive such right, power or privilege.
16. Access to Books and Records: Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement and upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any other duly authorized representative of the Federal Government, the parties shall each make available this Agreement and the books, documents and records of the parties hereto necessary to certify the nature and extent of costs of services rendered under the terms of this Agreement.

If either party carries out any of the duties specified in this Agreement through a subcontract with a related organization and such subcontract has a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall, upon written request of the Comptroller General of the United States or any other duly authorized representative of the Federal Government, make available the subcontract and the books, documents and records of such organization necessary to verify the nature and extent of such costs.

Each party shall notify the other immediately upon receipt of such request for this Agreement and any other books, documents and records and shall provide the other party with copies of all such documents provided to the Government pursuant to this Agreement.

17. Debarment Certification: Each party hereby represents and warrants the following:
 - A. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred", as applicable); and
 - B. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the *List of Specially Designated Nationals and Blocked Persons* maintained by Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services – Office of Inspector System for Award Management (SAM) (<http://sam.gov>), the Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (<http://oig.hhs.gov/fraud/exclusions.asp>), or the List of Specially Designated Nationals and Blocked Persons (<http://www.ustreas.gov/offices/enforcement/ofac/>) which internet sites may

be revised from time to time by the U.S. government.

In the event that either party and/or its Agent either (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, each party agrees to notify the other immediately. In the event that either party or its Agency becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice; and

Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable), which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other shall have the right to automatically terminate this Addendum and the Agreement in the event that the other party fails to comply with this provision.

18. Referrals. It is not a purpose of this Agreement to induce patient referrals. The parties acknowledge there is no requirement under this Agreement or any other agreement between HOSPITAL and SCHOOL requiring SCHOOL to refer any patients to HOSPITAL for products or services. SCHOOL may refer patients to any hospital or entity providing such products or services, and will make such referrals, if any, consistent with the medical judgment and the patient's needs and wishes.
19. Mediation of Disputes: In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to abide by the dispute resolution procedure outlined in Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party agrees to pay the other party's reasonable attorneys' fees and expenses so incurred by such other party to enforce the terms of this Agreement.
20. Entire Agreement: This document contains the whole of the understanding between the Parties relative to the issues discussed herein and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements and representations, whether oral or written. No prior agreement or understanding pertaining to any such matter shall be effective.
21. Health Records: All student health records shall be the sole and exclusive property of SCHOOL, subject to any access and copying rights as provided by law. HOSPITAL will have reasonable access to such books, records and other materials and information as necessary to perform services under this Agreement and for other lawful purposes both during and after the term of this Agreement. All injury reports, treatment logs, records and other materials developed and maintained hereunder shall be the sole and exclusive property of HOSPITAL. SCHOOL and HOSPITAL shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

22. Summa's Commitment to Corporate Compliance: HOSPITAL is committed to honest and responsible corporate conduct. This commitment is formalized in HOSPITAL's Code of Conduct and Compliance Plan. Consultant/Contractors, vendors, patients and the general public are encouraged to read HOSPITAL's Code of Conduct and Compliance Plan at <http://www.summahealth.org>.
23. Legal Compliance. The parties have endeavored to structure this Agreement and all of its terms to comply with all legal requirements, state and federal. If at any time during the term of this Agreement (a) any court or administrative decision is rendered, (b) any regulation or pronouncement is promulgated or released, or (c) a claim is filed or threatened, which is materially inconsistent with the structure or any of the material terms of this Agreement, the parties hereto shall immediately and in good faith renegotiate the relevant terms hereof. Any illegality or asserted illegality of this Agreement which cannot be so corrected by renegotiation within a reasonable period of time, and which in the opinion of counsel for either party has grounds to be justifiable and presents a substantial threat to either party, shall be grounds for termination of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement is found or asserted to be illegal for any reason and the remaining provisions can reasonably be interpreted in a manner which will effectuate the original intent of the parties and not cause substantial hardship to either party, then such remaining provisions shall remain in force and effect and the illegal provision shall be severed.
24. Anti-discrimination Clause. Parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability or because they are beneficiaries of government reimbursement programs, including but not limited to, the Medicare and Medicaid programs if applicable.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have affixed their signatures below:

"HOSPITAL"

**AKRON REGIONAL HOSPITAL LLC
DBA SUMMA HEALTH SYSTEM**

By: _____

Name: _____

Title: _____

Date: _____

"SCHOOL"

CHIPPEWA LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SUMMA LEGAL SERVICES
Approved as to form
Initials: CPB Date: 5.12.26

EXHIBIT A

- 1) Summer Hours/Coverage: The AT will work with administration to determine an effective schedule for the summer-time needs of the student-athletes.
- 2) Neurocognitive Baseline and Post-concussive Testing: (ImPACT) The AT will provide pre-season baseline testing, according to Summa's Standard Operating Procedure and recommendations/standards set by ImPACT on an annual basis. They will also provide post-concussive testing, care and continue to monitor the athlete following injury when appropriate and aid in the coordination of care with area healthcare providers. They will also supervise the return to activity progression. Access to the computer lab is required to perform baseline and post-concussion tests. Chippewa Local Schools will be invoiced annually to reimburse Summa for their individual subscription required, based on current rates. The rate through Summa Health is less expensive than an individual license for access. The records, however, are considered Summa's Medical Records.
- 3) Coverage of OHSAA Events: The athletic trainer, or another athletic trainer from Summa Health, will provide coverage for OHSAA events that Chippewa Local Schools hosts. A fee of \$50 per hour per athletic trainer will be assessed to the tournament director of those events.
- 4) Athletic Training Aide Program: The AT can work with school administration to develop, coordinate and monitor an Athletic Training Student Aide program for the students interested in healthcare. Included in this can be teaching an athletic training and healthcare introduction class or in-service as requested by the administration. Information related to what high school student aides can and cannot do according to Ohio Law can be found in the Ohio Revised Code, 4755-46: Delegation of Tasks.
- 5) Return to Learn Educational Program: This educational program is designed for teachers and counselors to increase the awareness of signs, symptoms and behaviors associated with a sports concussion. We also discuss the cognitive effects of a concussion related to academics. We review and discuss the "return to learn" protocol for school personnel, which aid in the student athlete's recovery following a sports concussion, and the important role that school personnel plays as a part of the sports medicine team.
- 6) Sports Medicine Educational Information: The AT and Summa Health Sports Medicine staff will provide educational information for athletes, parents, coaches, the community and school staff related to health, wellness, injury prevention, care, etc. for use on the school district's website and in newsletters to help empower the community regarding healthier living.

- 7) Pre-Participation Screenings: Summa Health System will provide pre-season sports screenings annually in the spring on a date agreed upon by both the hospital and school. Summa will charge the school \$15 per student and invoice the school at the conclusion of the screenings.
- 8) Sports Bracing Program: The AT can work with coaches and school administration to set up a program where the students can purchase sports braces through an outside vendor for a fee. We can assist in identifying a number of bracing companies that can potentially provide this service. Studies have shown that ankle braces outperform athletic tape in the prevention of ankle injuries. Ankle braces not only help prevent/reduce injury, but also reduce the costs associated with prophylactic taping when no injury is present. In the event of injury, athletes would still be initially taped and/or braced, but recommended to progress to braces only.
- 9) Newsletter: Summa can provide the school a quarterly newsletter electronically containing educational information, injury prevention and upcoming sports medicine related events at the high school and hospital. This newsletter can be posted on the website and distributed by the school electronically to all high school and middle school parents (HOSPITAL to provide the content).
- 10) Athletic Training Website: The AT can work with the school's IT Department and athletic director to maintain the athletic training website.

ATHLETIC TRAINER SCHEDULE

- 1) The athletic trainer will provide a maximum of 1900 hours of coverage. Any additional hours must be agreed upon by both parties.
- 2) Coverage may include and is at the discretion of the athletic trainer and athletic director to work out this coverage:
 - a. All football practice sessions during two-a-days
 - b. 2-3 football scrimmages
 - c. M-F 2-5:30pm on non-game days
 - d. Saturday morning injury checks during the fall football season
 - e. Home and away Varsity Football games
 - f. Home JV football games
 - g. Home freshman football games
 - h. Home JV/Varsity boys/girls soccer
 - i. Home JV/Varsity boys/girls basketball
 - j. Home Wrestling
 - k. Home Track Invitational
 - l. Home Varsity Baseball and Softball Games

NOTE: When there are multiple events going on simultaneously, the following prioritization will take place:

FALL:

- Varsity football game
- JV/ Varsity contact vs. non-contact
- Freshman, JV, Junior High football over Varsity non-contact
- Varsity football practices over all non-contact
- Contact sports include football and soccer

Exhibit 1
Tri-County Computer Services Association
Employment Contract
Fiscal Year 2027 Estimated Cost

Staff Member	Sean Linder
District	Chippewa
Position	Field Technician
Days	260
Hours	8 hours per day

Salary and Benefits:		
	Base Salary	\$ 50,549.00
	Retirement	\$ 7,076.86
	Medicare	\$ 732.96
	Workers Comp	\$ 122.03
Insurance:		
	Medical/Dental/Life	\$ 11,218.12
		\$ -
	Admin Fee 3%	\$ 2,090.97
Extras:		
	Mileage Estimate	\$ 1,750.00
	Solar Winds	\$ 750.00
	Total for 260 days	\$ 74,289.93

District Board of Education

 Signature of District Superintendent

 Date

 Signature of District Treasurer

 Date

Surcharge for classified employees that qualify will be billed accordingly as SERS charges are determined.
 Expenditures for mileage, meetings, tuition reimbursement, and substitutes will be billed accordingly.

College Credit Reimbursement	Professional Development

Chippewa Local Schools 2026-2027 EMPLOYMENT SERVICES CONTRACT

This contract ("Contract") by and between the Midland Council of Governments ("TCCSA") and Chippewa Local Schools District Board of Education, ("Board" or "Board of Education"), is for the purpose of providing Employment Services ("Services").

The Midland Council of Governments, through its Tri-County Computer Services Association ("TCCSA"), provides a wide range of computer services and expertise to numerous Ohio school districts.

The Board of Education requires a One FTE Field Technician Services which can provide maintenance, research, development and other related services for both computer hardware and software applications throughout its facilities.

TCCSA can provide such trained technician services to the Board on a year-to-year basis.

TCCSA 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 TCCSA and TCCSA agrees to provide Field Technician Services in the form of a One FTE Field Technician ("Services"), as described in Exhibit I.
2. **Term.** This Contract is effective for one year commencing July 1, 2026, and terminating on June 30, 2027, and is non-cancelable. This Contract and all provisions, duties, and obligations it creates shall be automatically renewed for one year on the first day of July 2026; and for subsequent successive one-year periods (from July 1 to June 30 of the subsequent year) unless and until either party gives the other written notice of the intent to terminate the Contract at least sixty (60) days prior to the first day of July.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by TCCSA. 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. TCCSA agrees to:
 - (1) Provide, under TCCSA's control, Services to the Board of Education including One FTE Field Technician capable of providing maintenance, research, development, and related services for computer hardware and software applications, as described in the attached Exhibit 1 and incorporated herein.
 - (2) Provide its best estimate of the cost of Services from information provided by the Board of Education, as attached in Exhibit 2 and incorporated herein.
 - B. The Board of Education agrees to:
 - (1) Pay for the actual cost of Services, as well as all related employment costs, including but not limited to paid leaves, unemployment costs, workers 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 performed by a One FTE Field Technician. Any payroll documents, including but not limited to overtime hours, submitted to TCCSA must contain the Board of Education's designated written approval and will be honored as such by TCCSA.

C. Each party agrees to:

(1) Review, update, and notify the other party in writing of any changes in Exhibit 1 at least sixty (60) days prior to the commencement of subsequent Contracts. Upon mutual agreement, the amended Exhibit 1 shall become incorporated herein.

5. **Payment.** The Board of Education agrees to be solely responsible to TCCSA for all charges invoiced by TCCSA for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education on a quarterly basis. Payment of all invoices sent shall be due to TCCSA no later than the 15th of the following month.

Notwithstanding anything to the contrary, this Contract is contingent upon TCCSA receiving such payments from the Board of Education. In the event TCCSA does not receive payments, TCCSA 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 TCCSA may have to full payment.

6. **Compliance with Law.** TCCSA shall provide Services in accordance with all applicable, federal, state and local laws and regulations. TCCSA 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.** TCCSA and Board of Education agree that the services and programs specified in this Contract shall remain in place for the designated school year. The parties agree that modifications to the services and programs may be made upon mutual agreement of TCCSA's Treasurer and the Board of Education's Superintendent/Designee.
9. **Licensure/Certification.** The Board of Education shall recommend qualified individuals to TCCSA. In turn, TCCSA 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 TCCSA for inspection, upon request, by the Board of Education.
10. **Criminal Records Checks on Employees.** TCCSA will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to.
11. **Confidentiality/Education and Student Records.** TCCSA 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.

12. **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.
13. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing.
14. **Force Majeure.** If TCCSA is unable to perform any Services under this Contract by reason of force majeure, TCCSA 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 TCCSA.
15. **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 TCCSA 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 TCCSA related to any services provided to the Board of Education by TCCSA under this Contract, the Board of Education shall be responsible for TCCSA's, as well as its own, attorney fees and costs associated with such litigation.
16. **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, TCCSA 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, TCCSA may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
17. **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.
18. **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.

Exhibit 2

19. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
20. **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, TCCSA and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

MIDLAND COUNCIL OF GOVERNMENTS

Midland COG Executive Director's Signature

Date

BOARD OF EDUCATION OF THE Chippewa Local Schools

Superintendent's Signature

Date

Treasurer's Signature

Date

Chippewa Local Schools
TRI-COUNTY COMPUTER SERVICES ASSOCIATION
SERVICES AGREEMENT

This agreement ("Agreement") is made between the Midland Council of Governments dba Tri-County Computer Services Association ("TCCSA") and **Chippewa Local School District Board of Education** ("Board of Education"), a user entity and member of TCCSA.

TCCSA is an Information Technology Center ("ITC") per Ohio Revised Code Section 3301.075 organized under Ohio Revised Code Chapter 167 and provides Core services ("Services"); as detailed in the Section 6 of this agreement document.

TCCSA 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 Agreement.

1. **Purpose.** The Board of Education agrees to purchase from TCCSA, and TCCSA agrees to provide services to the Board of Education as selected by the Board of Education pursuant to its TCCSA Membership and as delineated in Exhibit 1, which comprises a minimum of four core services, internet access and technical services and three core services each fiscal year.
2. **Term.** This Agreement is effective for one year commencing on **July 1, 2026** and terminating on **June 30, 2027**, and is non-cancelable. The Agreement shall automatically renew for successive one-year terms adjusted, as necessary, to run concurrently with the Board's membership in TCCSA.
3. **Agreement.** The terms of this Agreement shall apply to and will be considered a part of any addenda for Services delivered by TCCSA. This Agreement 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 Agreement other than those set forth in this Agreement.
4. **Independent Contractors.** At all times, the relationship of the parties shall be as independent contractors. TCCSA may perform any of its obligations hereunder directly or through subcontractors.
 - 4a. **Affiliated Third-Party Services.** TCCSA may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for customers including the Board of Education. If TCCSA has entered into an agreement with a third-party vendor/service provider for such benefits, and if the Board of Education subsequently agrees to purchase goods or services pursuant to the agreement between TCCSA and the third-party vendor/service provider, the Board of Education agrees to be bound to the terms and conditions of the corresponding TCCSA agreement with such vendor/service provider and to be primarily liable for any payments due to the vendor/service provider on account of the Board of Education's agreement to receive goods or services from the vendor/service provider.
5. **Payment.** The Board of Education agrees to be solely responsible to TCCSA for all charges billed by TCCSA for Services. Except as otherwise provided by TCCSA membership policies, such charges

shall be billed quarterly or according to TCCSA's fee schedule. If payment is not received within ninety (90) days, TCCSA reserves the right to immediately suspend and/or terminate any and all contracted services to the Board of Education under this or any other agreement between the Parties. Late payments may be subject to a service charge of up to 5% of unpaid fees per month. Fee Structures are subject to change annually with the approval of the TCCSA Full Membership.

6. **Compliance with Law.** TCCSA shall provide Services in accordance with all applicable, federal, state, and local laws and regulations. TCCSA 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.

The Parties acknowledge that TCCSA has offered the Board of Education at least the minimum state-subsidized "Core Services" as identified in Ohio Administrative Code Section 3301-3-01(B)(5) and required by the Ohio Department of Education, including but not limited to the following:

- a. Fiscal services, including accounting (cash basis with generally accepted accounting practice extensions), payroll/personnel, and fixed asset accounting;
- b. Student records management, including provisions for student scheduling, grade reporting, attendance tracking, and tracking of special education needs;
- c. State-mandated data reporting, including access to the appropriate department databases and software applications;
- d. Library automation, curricular resources, and educational technology services to support academic content standards and effective instruction; and
- e. Internet access and technical services, including connectivity and the support of data exchanges within the information technology center's user entities and across different information technology centers and their user entities.

The service subscription election is in the form of the Billing Summary can be found attached as Exhibit I.

TCCSA shall conform to the quality implementation standards defined by the Ohio Department of Education and Workforce for all Core Services. Any delays in TCCSA's performance of its obligation hereunder shall be excused to the extent that such delays may be due to causes not within TCCSA's control.

7. **Property.** All data, software, information systems, databases and other data, administrative and business systems, websites, technology, models, designs, business or marketing plans, documentation, other materials or products, formulas, methodologies, processes or techniques, or other works or inventions (whether or not copyrightable or patentable), or other intellectual property of any kind furnished, developed or created by TCCSA, or by TCCSA's employee, contractor, subcontractor, representative or agent providing services under this Agreement including, but not limited to, all intermediate and partial versions thereof and derivative works based thereon, shall constitute the proprietary information and trade secrets of TCCSA and shall be the sole property of TCCSA.

Exhibit 3

8. **Agreement Amendment.** During the term of this Agreement, 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 Agreement.

9. **Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:

TCCSA
Executive Director
2125 Eagle Pass
Wooster, OH 44691

Chippewa Local Schools
Ken Gasser
100 Valley View Rd
Doylestown, OH 44230

10. **Force Majeure.** If TCCSA is unable to perform any Services under this Agreement by reason of force majeure, TCCSA 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 TCCSA.

11. **Liability.** TCCSA 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 Agreement, as a result of an error, omission, or negligence of the Board of Education, its members, employees, agents, or users.

12. **Termination.** This Agreement 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 Agreement, TCCSA may terminate this Agreement in accordance with Article 5. Payment.
- If the Board of Education fails to perform any other obligations under this Agreement, and no remedial action can be agreed upon by the parties, TCCSA may terminate this Agreement and collect all amounts due for the balance of the unexpired term of this Agreement.

13. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. **Severability.** 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, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

15. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

16. **Counterparts.** This Agreement may be executed in several counterparts, all of which, taken together shall constitute one single agreement between the parties hereto.

17. **Waiver of Conflict of Interest.** The parties acknowledge that the law firm of Peters Kalail & Markakis Co., L.P.A. ("PKM"), regardless of whether said parties have an attorney-client relationship with PKM, has reviewed this agreement to confirm that it contains the mutual intentions of the parties and that the language of the agreement is clear of ambiguities. The parties further knowingly and voluntarily waive any conflict of interest or objection to PKM performing this review. Each party understands that it has the opportunity to seek independent legal counsel regarding both the contents of this agreement and the waiving of conflicts of interest should any exist.

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

TRI-COUNTY COMPUTER SERVICES ASSOCIATION

TCCSA Executive Director Signature

Date

BOARD OF EDUCATION OF THE Chippewa Local Schools

Superintendent's Signature

Date

Treasurer's Signature

Date

Chippewa Local Schools
EXHIBIT 1
Midland/TCCSA Estimated Billing Summary for FY2027

INVOICE DESCRIPTION			Amount	CYCLE/DATE	Total
Internet Access Contract (Category 1)					
Contract Amount	60%	Entity#	\$54,381.00	Annual/1st Qtr	\$54,381.00
Possible E-Rate Amount		FRN#		Conditional **	\$32,628.60
District Amount					\$21,752.40
Internet Access - VOIP with Licensing			\$20,474.74	Annual/1st Qtr	\$20,474.74
Managed WiFi (Category 2)					
Contract Amount	60%		\$11,868.00	Annual/1st Qtr	\$11,868.00
Possible E-Rate Amount		FRN# 2699007380		Conditional **	\$7,120.80
District Amount					\$4,747.20
Internal Connections (Category 2)					
Contract Amount		PENDING		Annual/1st Qtr	\$0.00
Possible E-Rate Amount		FRN#		Conditional **	\$0.00
District Amount					\$0.00
Network Equipment Maintenance			\$3,025.00	Annual 1st Qtr	\$3,025.00
LAN Contract			3	Bldgs	\$900.00
				Each Qtr	\$3,600.00
Field Tech Contract					
Sean Linder	1	FTE	\$18,572.48	Each Qtr	\$74,289.93
		FTE	\$0.00	Each Qtr	\$0.00
		FTE	\$0.00	Each Qtr	\$0.00
Technology Coordinator Contract					
		FTE	\$0.00	Each Qtr	\$0.00
		FTE	\$0.00	Each Qtr	\$0.00
Educational Technologist Contract					
		FTE	\$0.00	Each Qtr	\$0.00
		FTE	\$0.00	Each Qtr	\$0.00
EMIS Coordinator Services			FTE	\$5,719.25	Each Qtr
					\$22,877.00
Web Content Management System			Website Per Quarter	\$600.00	Each Qtr
					\$2,400.00
OnBase Document Management			\$0.00	Annual/1st Qtr	\$0.00
Backup/Storage/Hosting Services			Usage	\$5,308.00	Each Qtr
					\$21,232.00
Domain Controller Hosting			Per Controller	\$0.00	Annual/2nd Qtr
					\$0.00
Staff Augmentation Support			\$0.00	As Needed	\$0.00
Base Head Count Service Fee			1267	Enrollment	\$27,874.00
				Annual/1st Qtr	\$27,874.00
Progressbook/Frontline/Hosting			\$13,705.31	Annual/1st Qtr	\$13,705.31
Library Automation (INFOHIO)			Enrollment	\$2,593.70	Annual/1st Qtr
					\$2,593.70
SameGoal IEP Anywhere (Plus)			Enrollment	\$2,457.98	Annual/2nd Qtr
					\$2,457.98
Final Forms			\$6,538.05	Annual/1st Qtr	\$6,538.05
EMIS Crosscheck			Flat Rate	\$2,446.25	Annual/3rd Qtr
					\$2,446.25
Fiscal Software Licensing (Redesign or Powerschool ERP)			\$4,482.56	Annual/3rd Qtr	\$4,482.56
Schoolspring			FY2027 PRICE TBD	\$0.00	Annual/2nd Qtr
					\$0.00
Unified Talent Employee Records (Powerschool)			\$0.00	Annual/4th Qtr	\$0.00
Solarwinds Help Desk			5	License	\$5,000.00
				Annual/4th Qtr	\$5,000.00

Exhibit 3

Cisco Duo License		License	\$0.00	Annual/4th Qtr	\$0.00
Long Distance Phone Billing		Actual Usage		Bi-Annual	
	1st Half	FY2027 PRICE TBD	\$0.00		\$0.00
	2nd Half	FY2027 PRICE TBD	\$0.00		\$0.00
Commodo SSL Certificate for VPN		PAID THROUGH JAN 2028	\$0.00	Annual/2nd Qtr	\$0.00
Smartnet Extendend Warranty (Cisco Switches)		FY2027 PRICE TBD	\$0.00	Annual/2nd Qtr	\$0.00
TechGuard InfoSec (Phishing)		No Charge FY2027	\$0.00	Annual/4th Qtr	\$0.00
Vendor Punchout		License	\$0.00	Annual/3rd Qtr	\$0.00
Attendance K12 (Attendance Only)		Enrollment	\$0.00	Annual/3rd Qtr	\$0.00
Attendance K12 (Full Suite)		Enrollment	\$0.00	Annual/3rd Qtr	\$0.00
IPDP		User	\$1,972.50	Annual/1st Qtr	\$1,972.50
Content Filtering (iBoss)		Enrollment	\$0.00	Annual/3rd Qtr	\$0.00
SentinelOne		Enrollment	\$0.00	Annual/3rd Qtr	\$0.00
Managed Methods		Enrollment	\$0.00	Annual/3rd Qtr	\$0.00
Lightspeed (filtering only)			\$0.00	Annual/1st Qtr	\$0.00
Lightspeed (class management)			\$0.00	Annual/1st Qtr	\$0.00
Lightspeed (digital insight)			\$0.00	Annual/1st Qtr	\$0.00
Lightspeed (Bundle)			\$7,168.80	Annual/1st Qtr	\$7,168.80
Other:			\$0.00	Annual/3rd Qtr	\$0.00
Huntington Bank Fees		Estimate	\$500.00	Qtrly	\$2,000.00
		JUN-AUG		QTR 1	
		SEP-NOV		QTR 2	
		DEC-FEB		QTR 3	
		MAR-MAY		QTR 4	

**May be payable by e-rate, based on a successful application process by your district.
 3% (5% Non-Members) Administrative Fee applied to personnel, software and services.
 Due to rising software costs beyond our control, you may see an increase mid year.

**Midland Council of Governments dBA
Tri-County Computer Services Association (TCCSA)**



Data Security and Privacy Agreement

This Data Security and Privacy Agreement ("Agreement") is entered between the **Midland Council of Governments** ("Provider" or "Midland COG"), which offers information technology services and support through its information technology center the **Tri-County Computer Services Association** ("TCCSA"), and **School District Board of Education** ("Member District"), as verified by the signatures on the signature page below.

WHEREAS, Provider is organized as a regional council of governments pursuant to Revised Code Chapter 167 and operates an Information Technology Center ("ITC"), which is part of the Ohio Education Computer Network ("OECN"), and which has been established by the State of Ohio to provide technology services to member school districts and other authorized user entities; and

WHEREAS, pursuant to terms of a Membership Agreement and in accordance with TCCSA's Bylaws and Policies, Provider provides information technology services and support to its public school district and chartered nonpublic school members that operate in the state of Ohio; and

WHEREAS, Member District is a member of Provider and procures software program(s), including Software As A Service ("SAAS") offering(s), as well as necessary hardware and product support services through Provider (collectively, programs and services) that results in Provider having access to student Personally Identifiable Information ("PII") and/or student education records as defined by R.C. §3319.321 and the Family Educational Rights and Privacy Act ("FERPA"), codified in 20 U.S.C. §1232g and regulations 34 C.F.R. Part 99; and

WHEREAS, Provider and Member District seek to memorialize Provider's duty to maintain as confidential and not disclose, except as set forth herein, Member District Data (including student PII and education records) that Provider may access and/or store while providing programs and services (including information technology support services) to Member District pursuant to a Member Agreement.

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

I. Definitions

- A. "Member District Data" includes any data or information entered or exchanged through use of Provider's programs and services. Member District Data shall be at all times owned by and be the sole property of Member District.
- B. "Education Records" include any records recorded or maintained in any format that are directly related to a student and that are maintained by an educational agency or institution, or a party acting for or on behalf of the agency or institution, which is governed by 20 U.S.C. §1232g and regulations 34 C.F.R. Part 99.
- C. "Member District" includes the members of the Board of Education, its agents, employees, and representatives.

- D. "Personally Identifiable Information" ("PII") includes information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number, or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth, or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.
- E. "Parties" shall collectively refer to the Member District and Provider.
- F. "Programs and services" collectively refer to any software programs, SAAS and information technology services offered to members of the Midland COG that might involve the access, collection, storage, or communication of education records and PII. This might include, but is not necessarily limited, to the following programs: EMIS Shared Services; Infinite Campus; ProgressBook Shared Services; SameGoal; School Health Management Systems; and Student Online Registration Vendors (e.g., FinalForms, Registration Gateway, eSchool View, InfoSnap, and ComDoc).
- G. "Provider" includes the Midland COG which offers information technology services and support through its information technology center TCCSA, and any employees, agents or contractors that provide services through or on behalf of the Midland COG and/or TCCSA.

II. TERM OF AGREEMENT

- A. This Agreement shall take effect immediately, and shall terminate upon either of the following events:
 - 1. Withdrawal of Member District from membership in the Midland COG and/or TCCSA; or
 - 2. Member District ceases to utilize any software programs and/or services that might provide the Provider with access to student education records.

The provisions of this Agreement that pertain to Provider's duty to keep Member District Data confidential and not disclose it to third parties without Member District's express written authorization shall remain in effect after termination of this Agreement.

III. PROGRAMS AND SERVICES COVERED BY AGREEMENT

- A. This Agreement shall govern access, use, storage, and destruction of Member District Data, including confidential student data and education records obtained through any program or service provided by Provider to Member District.
- B. Member District acknowledges it is solely responsible for selecting the programs and services that are offered by Provider through its Member Agreement. This Agreement shall apply whenever Member District uses a program or service provided by or through Provider that might involve Provider having access to and/or a duty to maintain Member District Data, including student education records and PII.
- C. Member District acknowledges that some products and services provided by Provider are created and/or supported by a third party. Under such circumstances, this Agreement shall govern Provider's duties related to accessing and/or maintaining Member District Data. Member District is responsible for obtaining separate assurances from the third party as pertains to that party's duties and

responsibilities to maintain Member District Data as confidential and not disclose it to unauthorized individuals/entities, as Member District deems appropriate. Upon request, Provider shall provide Member District with reasonable assistance in obtaining such assurance from the third party.

IV. DATA SECURITY AND PRIVACY, INCLUDING CONFIDENTIALITY OF RECORDS AND INFORMATION

- A. Provider shall exercise reasonable and ordinary care in preserving and protecting the confidentiality of Member District Data, including student education records and PII furnished by Member District.
- B. Provider shall store and maintain all Member District Data, including student education records and PII, that it receives from Member District in accordance with commercial best practices and pursuant to the Provider's Bylaws and Policies, as well as terms of the applicable Member Agreement. Provider's duties and responsibilities include implementation of appropriate administrative, physical, and technical safeguards to secure Member District Data from unauthorized access, disclosure, alteration, or use.
- C. Provider shall limit access to Member District Data, including student education records and PII, to only those employees, contractors, and agents who need access to operate, develop, support, or improve the programs and services offered by and/or through Provider. These individuals shall be bound by confidentiality rules and requirements and subject to discipline (up to and including termination), as well as criminal prosecution, for failing to adhere to Provider's data security and privacy rules and obligations as set forth in this Agreement.
- D. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to the Member District, including education records and PII, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from the Member District.
- E. Provider affirms that all Member District Data shall be encrypted both in transmission and at rest based on industry standards.
- F. Except as required by law including but not limited to the Ohio public records laws, Member District agrees not to disclose any proprietary information or documentation obtained from Provider that is marked or otherwise designated by Provider as confidential.

V. REQUESTS FOR RECORDS

- A. Each Party shall cooperate with the other to properly respond in a timely manner to any subpoenas, warrants, legal orders, or parent or student requests to access education records.
- B. **Litigation Hold.** If Member District notifies Provider about threatened, pending, or current litigation that involves a matter(s) that relate(s) to records stored or maintained by Provider, Provider agrees to immediately preserve all Electronically Stored Information ("ESI"), including electronic files and records, that relate to the matter(s) — i.e., implement a Litigation Hold. Member District will notify Provider of the specific records that must be preserved and/or the type/nature of the ESI to be preserved. Provider expressly recognizes its duty to preserve all ESI in response to a litigation hold request and agrees to comply with the request and maintain all relevant ESI until Member District notifies Provider in writing that the Litigation Hold has been lifted/released. If this Agreement expires or otherwise is terminated as specified herein, or becomes void, and a Litigation Hold is in place involving specific records and/or ESI, Provider shall delay the deletion of Member District Data, which includes such records/ESI, for a period of six (6) months so Member District can work with Provider to ensure the data covered by the Litigation Hold is duly preserved and its integrity maintained in accordance with the Litigation Hold in a manner acceptable to the applicable court and other party(ies) to the litigation. Provider shall not charge Member District any additional fees to maintain records pursuant to a Litigation Hold.

VI. RESPONSE TO SUSPECTED DATA BREACHES

- A. Each Party has an obligation to notify the other of any known or suspected security breaches of data or systems provided or maintained by Provider that might involve Member District Data within twenty-four (24) hours of learning of a known or suspected security breach of data or systems, including student education records or PII

Upon receiving notice of a possible data breach, Provider will immediately initiate an investigation in accordance with industry recognized best practices. Provider will also take steps to prevent any further breach during the pendency of the investigation.

- A. If Provider determines that a data breach has occurred, it will promptly notify Member District in writing. Member District shall be responsible for notifying any individual whose education records or PII was involved, as well as any state or federal government agency or third-party entity, unless the Provider agrees in advance to provide said notice or is otherwise required by law to do so.
- B. In the event of a data breach that results in disclosure of Member District Data to an unauthorized party, after Provider completes its investigation and takes steps to prevent further disclosure of Member District Data, Provider shall provide Member District with a written investigation summary that details investigation findings (including the Member District Data that was disclosed, used and/or accessed) and when appropriate, steps that will be taken by the Parties to prevent a future breach.

VII. TRANSFER AND DESTRUCTION OF MEMBER DISTRICT DATA UPON TERMINATION

- A. In the event that this Agreement is terminated, Provider will provide reasonable assistance to Member District concerning extraction of any data or records that it maintained on behalf of Member District during the term of this Agreement.
- B. It is Member District's responsibility to ensure that all data is transferred within a six-month period of time, unless the Parties mutually agree in writing to an extension.
- C. Once all data and records are transferred to Member District, Provider shall securely delete/destroy all Member District Data, including student education records and PII, that it retains within sixty (60) days of receiving a written request from Member District. This includes deletion/destruction of any records from Provider's main system, any backup systems, and any records maintained on a drive or storage device.
- D. Provider will confirm, in writing, to Member District once Member District Data is permanently deleted/destroyed.

VIII. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

- 1. If to Provider:

Name:	Douglas J. Marrah, Ed. D.
Address:	2125 Eagle Pass
City/State/Zip:	Wooster, Ohio 44691
Phone:	330-264-6047
E-mail:	marrah@tccsa.net

2. If to The Member District:
Name: Chippewa Local Schools
Address: 100 Valley View Rd
City/State/Zip: Doylestown, OH 44230
Phone: 330.658.6368
E-mail: ken.gasser@chippewaschools.com

IX. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. Neither Party shall assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.
- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed, or modified in any manner, except by an instrument in writing signed by both Parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create and/or provide rights to persons who are not parties hereto.
- E. **Liability.** The Member District and Provider shall each assume liability for loss, costs or damages resulting from the negligence of either of them, but shall not be liable for any loss, costs or damages resulting from the negligence of the other party.
- F. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- G. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- H. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- I. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation.

- J. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement.
- K. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in the county of the Member District (i.e., Wayne County, Ohio, Holmes County, Ohio, or Ashland County, Ohio) or in the United States District Court for the Northern District of Ohio.
- L. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

THE MEMBER DISTRICT: Chippewa Local Schools

BOARD OF EDUCATION

Signature of Authorized Representative of Member District

Date

Printed name of Authorized Representative of Member District

THE PROVIDER:

MIDLAND COUNCIL OF GOVERNMENTS



Signature of Officer or Manager for Provider

Douglas J Marrah Ed.D.

Printed name of Officer or Manager for Provider

Chippewa Local Schools
2026-2027 EDUCATIONAL/SPECIAL SERVICES CONTRACT

Exhibit 5

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 **7/1/2026** and terminating on **6/30/2027**, 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 exhibit, 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, L, 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 **3/12/2027**, of any change in the Services as described in the attached Exhibit(s) to be purchased for the term commencing **7/1/2027** on through **6/30/2028** (the 2027-2028 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, quarterly, or annually for actual expenditures.

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

August	40% of the estimated cost on Exhibit A
December	40% of the estimated cost on Exhibit A
May	Remaining balance of the actual cost
September	True-up billing/credit (Handicapped Preschool/Gifted Classroom)

Payment of all invoices sent shall be due to the ESC no later than the 15th 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 Ken Gasser 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

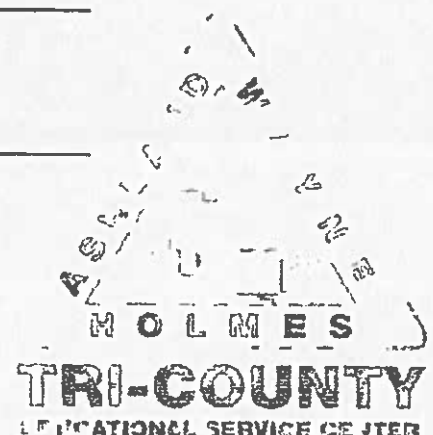
BOARD OF EDUCATION OF THE Chippewa Local Schools

District Superintendent's Signature

Date

District Treasurer's Signature

Date



**Tri-County Educational Service Center
Wayne County Preschool Pool
FY27 Estimated Budget**

Preschool Pool Estimated Expenditures:	WC POOL
Personnel Costs *	\$ 2,183,413
- salaries/benefits/subs for teachers, aides, admin, and secretaries	
Related Services	\$ 952,780
- salaries/benefits for psych, speech, and nurse	
Services & Materials	\$ 188,240
- OT, PT, SLP, Progress Book, Utilities, etc.	
Professional Development/Mileage	\$ 13,750
Supplies, Software & Equipment	\$ 22,800
Admin Fee	\$ 142,091
Total Estimated Expenditures	\$ 3,503,075
Estimated Revenue:	
ECSE Handicapped Preschool Grant	\$ 108,406
Tuition Paid by Parents	\$ 95,000
Total Estimated Revenue	\$ 203,406
Net Estimated Pool Cost	\$ 3,299,669
Estimated ADM as of June 2026	
Combined Pool/Wayne County	217
Total Estimated ADM	217

Estimated ADM			
	Chippewa	\$ 212,882	14
	Dalton	\$ 167,264	11
	Green	\$ 243,294	16
	Northwestern	\$ 212,882	14
	Norwayne	\$ 182,470	12
	Orrville	\$ 288,911	19
	Rittman	\$ 258,499	17
	Triway	\$ 273,705	18
	Waynedale	\$ 243,294	16
	Wooster	\$ 1,216,468	80
Total Estimated		\$ 3,299,669	217

*School Districts receive preschool funding directly through foundation settlements.

TRI-COUNTY ESC 2026-2027 DISTRICT SERVICES EXHIBIT A

Chippewa Local Schools

	UNIT DESCRIPTION	# OF UNITS	UNIT RATE	FY27 ESTIMATED PROGRAM COST
Handicapped Preschool	per district	1.00	\$212,882	\$212,882
Parent Mentor	per district	1	\$3,000	\$3,000
Fine Arts	per district	1	\$4,500	\$4,500
Gifted Classroom				\$0
Career Connections	per district	1	\$5,350	\$5,350
				\$ 225,732

NET AMOUNT TO BE INVOICED 3 TIMES A YEAR IN ADVANCE

\$ 225,732

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

(August 40%, December 40%, and 20% June with a true-up billing/credit in September or October for gifted classroom)

(August 40%, December 40%, and 20% in June for all other services)

Exhibit 5

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

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

DISTRICT SERVED Chippewa Local Schools

PERIOD OF SERVICE July 1, 2026 - June 30, 2027

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: 2026-2027

Name: Jill Kelly or Kathryn Kirkpatrick

Estimated Cost of Service: \$575 per day as needed

Note: Jill Kelly - Secondary Level

Kathryn Kirkpatrick – Elementary Level

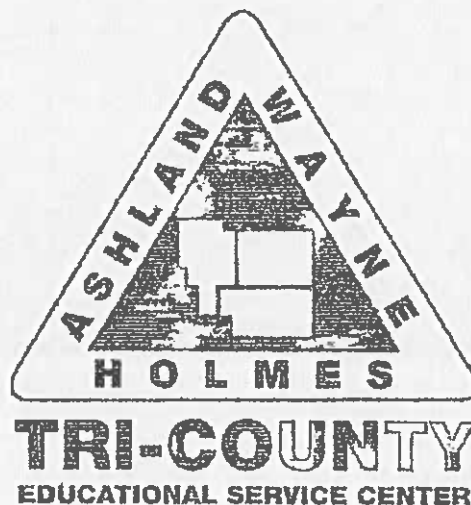


EXHIBIT L (Learn 21 ETLA) – SPECIAL SERVICES
COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC

District Served: Chippewa Local Schools

Description of Service: Learn 21 ETLA district membership

Period of Service: 2026-2027

Estimated Cost of Service: \$1,487.50

Note: SB29 (student data privacy) compliance for SY 2026-2027



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: 2026-2027

Name: Stephanie Baker

Estimated Cost of Service: \$690.00 per day plus mileage

Note: 37 days



**Chippewa Local Schools
2026-2027 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 **8/1/2026** and terminating on **7/31/2027** 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 exhibit, 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 **3/12/2027**, of any change in the Services as described in the Exhibit(s) to be purchased for the term commencing on **8/1/2027** through **7/31/2028** (the 2027-2028 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.

10. **Responsibilities of the Parties.**

- 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

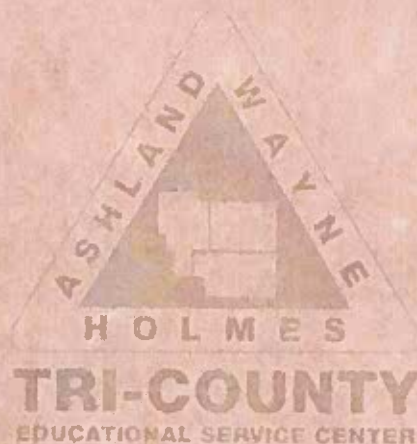
BOARD OF EDUCATION OF THE Chippewa Local Schools

District Superintendent's Signature

Date

District Treasurer's Signature

Date



FY27 EMPLOYMENT SERVICES CONTRACT EXHIBIT A

District	Last Name	First Name	Position	Contract Hours	Contract Days	Salary	per amt	SERS Surcharge Estimate	STPS/SERS	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	-	\$3,893.37	\$155.73	\$4,049.11
Chippewa	Mancuso	Brittany	School Nurse	(8 hours per day)	190	\$38,471.20	per year	\$0.00	\$5,345.97	Life Only	\$66.12	\$557.83	\$446.27	\$0.00	\$0.00	\$0.00	\$38,471.20	-	\$40,977.39	\$1,797.10	\$46,774.48
Chippewa	Wenger-Lehman	Krista	Transitions Coordinator	(7.5 hours per day)	145	\$31,765.86	per year	\$0.00	\$4,447.22	N/A	\$0.00	\$460.60	\$368.48	\$0.00	\$0.00	\$0.00	\$31,765.86	-	\$37,042.17	\$1,481.69	\$38,523.86
Chippewa	Yost	Emily	Health Service Provider	(8 hours per day)	192	\$38,277.12	per year	\$0.00	\$5,358.80	Life Only	\$66.12	\$535.02	\$444.01	\$0.00	\$0.00	\$0.00	\$38,277.12	-	\$44,701.67	\$1,788.04	\$46,489.11
Totals								\$0.00	\$15,659.42		\$132.24	\$1,621.87	\$1,297.49	\$0.00	\$0.00	\$0.00	\$111,852.98		\$130,564.00	\$5,222.56	\$135,786.56

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

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

System Service Solutions

HVAC Maintenance Agreement

Level One Scheduled Maintenance Agreement

CONTRACT PRESENTED TO:

**Robert Marshall
Chippewa Local Schools
100 Valley View Road
Doylestown, Ohio 44230**

PROJECT AND/OR LOCATION:

Chippewa Local Schools

**Chippewa Intermediate School
100 Valley View Road
Doylestown, OH 44230**

**Chippewa Jr./Sr. High School
466 South Portage Street
Doylestown, OH 44230**

Presented by:

**Danny Painter
Account Manager**

Agreement No: C008618 | July 1, 2026

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: CHIPPEWA LOCAL SCHOOLS
CHIPPEWA INTERMEDIATE SCHOOL
100 VALLEY VIEW ROAD
DOYLESTOWN, OH 44230

CHIPPEWA JR./SR. HIGH SCHOOL
466 SOUTH PORTAGE STREET
DOYLESTOWN, OH 44230

GARDINER, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by **GARDINER**.

EQUIPMENT TO BE SERVICED – PLEASE SEE PAGE 5

This agreement price is **\$22,944.00 per year, payable in semi-annual amounts of \$11,472.00. A 3% discount will be given when term is paid in full for a new price of \$22,256.00 per year.** Any repairs provided outside the scope of the agreement will include a daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If **CUSTOMER** is tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from **July 1, 2026, through June 30, 2027**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & **GARDINER** safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Danny Painter
Account Manager

Date: June 30, 2026

CUSTOMER ACCEPTANCE:**GARDINER APPROVAL:**

Signature: _____

Signature: _____



Danny Painter
Account Manager

Title: _____

Acceptance Date: _____

Purchase Order No: _____

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement will automatically renew each year. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

III. WARRANTY: GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. INDEMNITY: GARDINER and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

GENERAL TERMS AND CONDITIONS

- VI. NO-HIRE; NO-SOLICITATION:** CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The CUSTOMER shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify GARDINER of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.
- IX. GARDINER OBLIGATIONS:** It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) [Chippewa Local Schools](#) shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

EQUIPMENT LIST

PROJECT & LOCATION: CHIPPEWA INTERMEDIATE SCHOOL
100 VALLEY VIEW ROAD
DOYLESTOWN, OH 44230

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
7	Air Handling Unit	Bohn/HD17ALF	BMG 7120	AHU-1	AHAND
		Bohn/VCS26BMF	BMG 7126	AHU-8	
		Carrier/39MN17W024P425XGE	2617U40225	AHU-2	
		Unknown/		AHU-3	
		Unknown/		AHU-4	
		Unknown/		AHU-5	
		Unknown/		AHU-6	
2	Hot Water Boiler	Unknown/ATH-KN-30	117456058	B-1	BOHWG
		Unknown/ATH-KN-30	117456057	B-2	
1	Air Cooled Screw Chiller	York/YVAA0245CEV46BA	11531K54186184	CH-01	CHSCWAC CCC; TKO
4	Variable Frequency Drive	Honeywell/HVFDSD3C0100G100	C164301192		DRIVE
		Honeywell/HVFDSD3C0100G100	Unknown		
		ABB/	2172402275		
		ABB/	2172402260		
2	Chilled Water Pump	Baldor/Unknown	Z1706191052	CWP-1	PMPCW
		Baldor/Unknown	Z1706191047	CWP-2	
2	Hot Water Pump	Unknown/Unknown	Unknown	HWP-1	PMPHW
		Unknown/Unknown	Unknown	HWP-2	

EQUIPMENT LIST

PROJECTS & LOCATIONS: **CHIPPEWA JR./SR. HIGH SCHOOL**
466 SOUTH PORTAGE STREET
DOYLESTOWN, OH 44230

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
9	Air Handling Unit	Carrier/39MN30W024P3Y58XDE	2717U40400	AHU-01	AHAND
		Carrier/39MN21W0024P3Z49XDE	2717U40398	AHU-02	
		Carrier/39MN25W024P4289XDE	2717U40413	AHU-05	
		Carrier/39MN17W024P4025XDE	2717U10285	AHU-04	
		Carrier/Unknown	Unknown	AHU-06	
		Carrier/39MN30W024P4455XDE	2817U40419	AHU-07	
		Carrier/39MN30W024P4669XDE	2817U40424	AHU-08	
		Carrier/39MN30W024P4715XDE	2817U40435	AHU-09	
		Carrier/39MN25W024P	2817U40509	AHU-03	
2	Hot Water Boiler	Cleaver/CFC 2500	16010250110660	B-1	BOHWG
		Cleaver/CFC 2500	16010250110661	B-2	
1	Air Cooled Screw Chiller	Carrier/30XVA3006M4210412	1118Q95997	CH-01	CHSCWAC CCC; TKO
6	Air Cooled Condensing Unit	Carrier/3817X73259	Unknown	CU-1	CUAC
		Carrier/3817X73259	Unknown	CU-2	CCC
		Carrier/3817X73259	Unknown	CU-3	
		Carrier/3817X73259	Unknown	CU-4	
		Carrier/3817X73259	Unknown	CU-5	
		Carrier/3817X73259	Unknown	CU-6	
2	Electric Hot Water Heater	Aerco/INN600	Unknown	DHW-1	HWHE
		Aerco/INN600	Unknown	DHW-2	
2	Hot Water Pump	Taco/SD60040-5 01/18	Unknown	HWP-1	PMPHW
		Taco/SD60040-5 01/18	Unknown	HWP-2	
2	Chilled Water Pump	Taco/Unknown	Unknown	CHWP-1	PMPCW
		Taco/Unknown	Unknown	CHWP-2	
6	Fan Coil Unit	Carrier/24AHA418A300	Unknown	SS-1	FANCO
		Carrier/24AHA418A300	Unknown	SS-2	
		Carrier/24AHA418A300	Unknown	SS-3	
		Carrier/24AHA418A300	Unknown	SS-4	
		Carrier/24AHA418A300	Unknown	SS-5	
		Carrier/24AHA418A300	3117X85992	SS-6	

EQUIPMENT LIST- Continued

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
18	Variable Frequency Drive	Schneider/S-FLEX 212	Unknown	VFD-1	DRIVE
		Schneider/S-FLEX 212	Unknown	VFD-2	
		Schneider/S-FLEX 212	Unknown	VFD-3	
		Schneider/S-FLEX 212	Unknown	VFD-4	
		Schneider/S-FLEX 212	Unknown	VFD-5	
		Schneider/S-FLEX 212	Unknown	VFD-6	
		Schneider/S-FLEX 212	Unknown	VFD-7	
		Schneider/S-FLEX 212	Unknown	VFD-8	
		Schneider/S-FLEX 212	Unknown	VFD-9	
		Schneider/S-FLEX 212	Unknown	VFD-10	
		Schneider/S-FLEX 212	Unknown	VFD-11	
		Schneider/S-FLEX 212	Unknown	VFD-12	
		Schneider/S-FLEX 212	Unknown	VFD-13	
		Schneider/S-FLEX 212	Unknown	VFD-14	
		Schneider/S-FLEX 212	Unknown	VFD-15	
		Schneider/S-FLEX 212	Unknown	VFD-16	
		Schneider/S-FLEX 212	Unknown	VFD-17	
		Schneider/S-FLEX 212	Unknown	VFD-18	

SCOPE OF COVERAGE

PROJECT & LOCATION: CHIPPEWA INTERMEDIATE SCHOOL
100 VALLEY VIEW ROAD
DOYLESTOWN, OH 44230

CHIPPEWA JR./SR. HIGH SCHOOL
466 SOUTH PORTAGE STREET
DOYLESTOWN, OH 44230

MAINTENANCE AND SERVICES INCLUDED		LEVEL ONE
• Comprehensive Annual Maintenance		☒
• Running Inspections		☒
• Analysis Service ♦ TKO Analysis		☒
• Air Cooled Coil Cleaning		☒
• Written Reports		☒
• Emergency Service		Time & Materials

SCHEDULES

Level One Scheduled Maintenance Agreement | Hot Water Boiler | BOHWG

Comprehensive Annual Inspection

General Assembly

- ☐ Open the fire side for cleaning and inspection.
- ☐ Check the heating surfaces for corrosion, pitting, scale, blisters, bulges and soot.
- ☐ Inspect the refractory.
- ☐ Check the expansion tank and drain if needed.
- ☐ Clean the fire inspection glass, if applicable.
- ☐ Check and test boiler blow-down valve.
- ☐ Check the gas train isolation valves for leaks.
- ☐ Check the gas supply piping for leaks.
- ☐ Check the pilot solenoid valve for proper operation and leaks.
- ☐ Check the main gas and the pilot gas regulators for proper operation and leaks.
- ☐ Verify the operation of the burner fan air flow switch, if applicable.
- ☐ Inspect the burner assembly.
- ☐ Inspect the pilot igniter assembly.
- ☐ Inspect the burner fan wheel and all dampers.
- ☐ Run the fan and check for vibration.
- ☐ Inspect the flue and flue damper.
- ☐ Inspect the control panel for cleanliness.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify tightness of the linkage set screws and lubricate ball joints.

Controls and Safeties

- ☐ Clean contacts in program timer, if applicable.
- ☐ Check the operation of the low water cutoff safety device and feed controls.
- ☐ Verify the setting and test the operation of the operating and limit controls.
- ☐ Verify the operation of the water level control.
- ☐ Test the low gas pressure switch.
- ☐ Test the high gas pressure switch.

Boiler Inspection

- ☐ Check the general condition of the unit.
- ☐ Inspect the burner.
- ☐ Adjust the burner controls to obtain proper combustion.
- ☐ Check the operation of the pressure relief valve.
- ☐ Check the operation of the low water cutoff and feed controls.
- ☐ Check the setting and tested the operation of the operating and limit controls.
- ☐ Check the operation of the modulating motor.
- ☐ Blow down low water cutoff if applicable.
- ☐ Check and tested boiler blow down valve.
- ☐ Check operating conditions after the system has stabilized.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Cooled Screw Chiller | CHSCWAC

Comprehensive Annual Inspection

General Assembly

- ☐ Visually inspect for leaks.
- ☐ Repair minor mechanical leaks as required (e.g. valve packing, flare nuts).
- ☐ Check the condenser fans for clearances and cracked blades.
- ☐ Check tightness of condenser fan motor mounting brackets.
- ☐ Check the set screws on the fan shafts.
- ☐ Visually inspect the condenser coil for cleanliness.
- ☐ Verify the performance of the fan control inverter VFD, if applicable.

Controls and Safeties

- ☐ Collect sample of glycol, if applicable.
- ☐ Inspect the control panel for cleanliness.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- ☐ Test oil pressure safety device (as required).
- ☐ Check and test the operation of the chilled water interlocks.
- ☐ Check the chilled water pump control relay contacts.
- ☐ Verify the evaporator and chilled water heat tapes are operating.

Lubrication System

- ☐ Check oil for discoloration.
- ☐ Verify the operation of the oil heater. Check amps and volts.

Motor And Starter

- ☐ Disable starter per lockout/tag out procedures.
- ☐ Clean the starter cabinet and starter components.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check contactors for free and smooth operation.
- ☐ Check all mechanical linkages for wear, security, and clearances.
- ☐ Check condition and verified tightness of the motor terminal connections.
- ☐ Meg the motor.
- ☐ Verify the operation of the electrical interlocks.
- ☐ Measure voltage.

Running Inspection

- ☐ Check the general condition of the unit.
- ☐ Check the operating temperatures, pressures, voltages, and amperages.
- ☐ Check the operation of the control circuit.
- ☐ Check the operation of the lubrication system.
- ☐ Check the operation of the motor and starter.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Cooled Condensing Unit | CUAC

Running Inspection

- ☐ Check the general condition of the unit.
- ☐ Check the operating temperatures, pressures, voltages, and amperages.
- ☐ Check the operation of the control circuit.
- ☐ Check the operation of the lubrication circuit.
- ☐ Check the operation of the motor and starter.

SCHEDULES

Level One Scheduled Maintenance Agreement | Variable Frequency Drive | DRIVE

Running Inspection

General Assembly

- ☐ Disable per lockout/startup procedures.

Cabinet

- ☐ Clean cabinet inside and out.

Drive Components

- ☐ Clean the heat sink.
- ☐ Clean circuit boards and inspected for heat damage.
- ☐ Check for loose plugs/ribbon cables.
- ☐ Inspect all wiring, connections, and incoming power terminals for tightness signs of overheating and discoloration.
- ☐ Check operation of cooling fans.
- ☐ Check external safeties for continuity.
- ☐ Verify proper operation of the unit.

SCHEDULES

Level One Scheduled Maintenance Agreement | Fan Coil Unit | FANCO

RUNNING INSPECTION

- ☐ Check the general condition of unit.
- ☐ Verify cleaned water coil.
- ☐ Verify tightness of fan set screws.
- ☐ Verify smooth fan operation.
- ☐ Verify cleaned condensate pan.
- ☐ Verify the operation of the condensate pump, if applicable.
- ☐ Verify proper operation of the temperature control device.

SCHEDULES

Level One Scheduled Maintenance Agreement | Electric Hot Water Heater | HWHE

Running Inspection

- ☐ Check performance of components.
- ☐ Adjust and lubricate all moving parts.
- ☐ Inspect wiring and tighten connections, as needed.
- ☐ Clean components and cabinet.

SCHEDULES

Level One Scheduled Maintenance Agreement | Chilled/Hot Water Pump | PMPCW/PMPHW

Running Inspection

- ☐ Verified smooth operation of the pump.
- ☐ Checked for leaks on pump seal.
- ☐ Verified proper drip rate on the pump seal packing, if applicable.
- ☐ Lubricated the motor and pump bearings as necessary, if applicable.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Handling Unit | AHAND

Running Inspection

- ☐ Check the general condition of the fan.
- ☐ Verify smooth fan operation.
- ☐ Check and record supply and control air pressure, if applicable.
- ☐ Check the belts for tension, wear, cracks and glazing.
- ☐ Verify proper operation of the motor and starter.
- ☐ Verify the operation of the control system.
- ☐ Verify cleaned air filters.

SCHEDULES

Level One Scheduled Maintenance Agreement | TKO Analysis | TKO

TKO Analysis

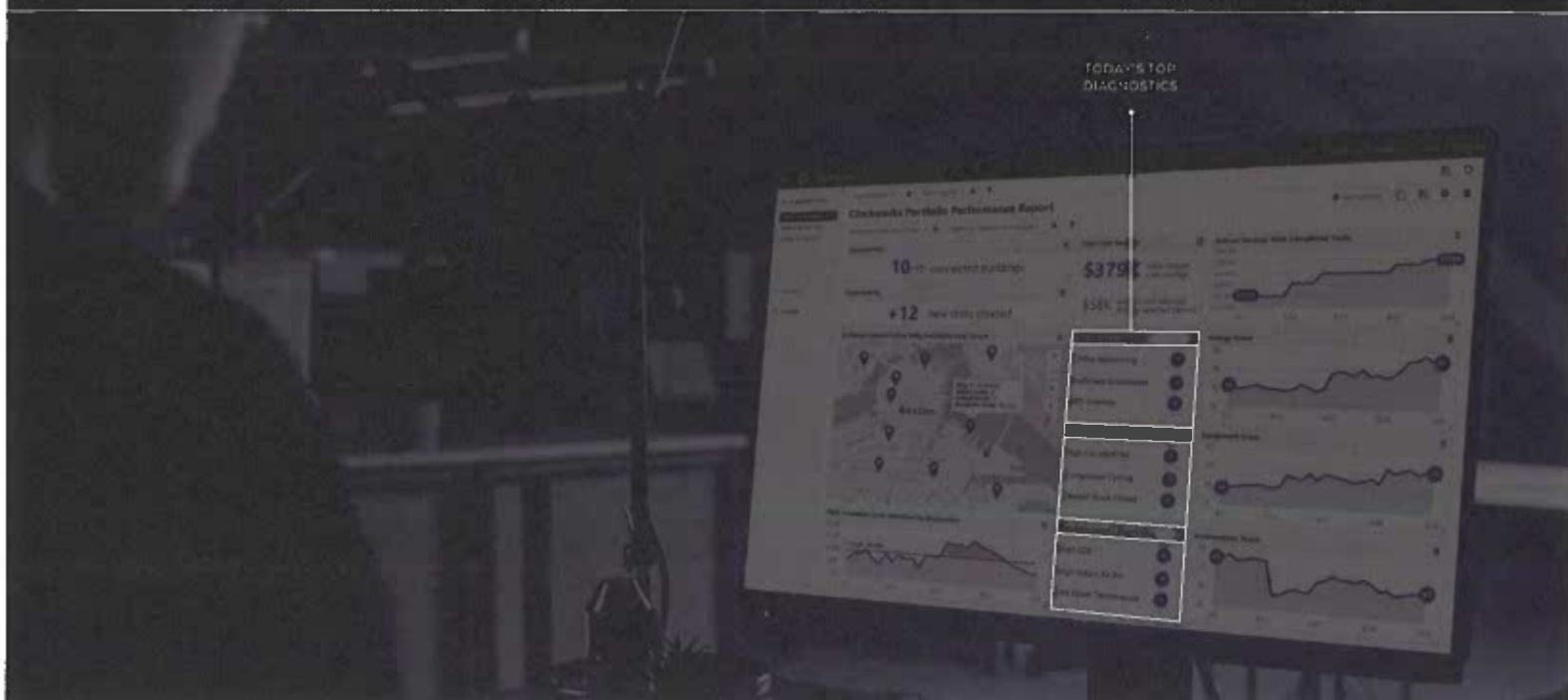
- ☐ This test, using a refrigerant oil test kit, provides an indication of whether the acid number of the refrigerant oil is safe or unsafe.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Cooled Coil Cleaning | CCC

Air Cooled Condensing Cleaning

- ☐ Disabled unit per lockout tag out procedures.
- ☐ Cleaned air cooled condenser coils using pressurized water. (Opposite path of air.)
- ☐ Enabled unit.



Proposal.

Chippewa Schools – JR/SR and Intermediate

Presented by.

Danny Painter

office: 440.248.3400

cell: 216.870.6949

email: DPainter@WHGardiner.com

June 30, 2026

Summary.

Gardiner proposes to furnish the complete **Gardiner Data Services** package at Chippewa JR/SR School, for the agreed upon scope and estimated price below, based on the equipment count listed below.

\$23,144.00

Includes 3% discount for annual payment method

Annual Service -
3 Year Agreement

Equipment Type	JR/SR and Intermediate Schools
Chiller	2
Cooling Tower	0
Boiler	4
Pumps	10
Heat Exchanger	0
Storage Tank	0
Air Handler	13
Stand Alone Fan	4
Zone Equipment	193
Utility Meters	0
Other Simple Equipment	0
Other Complex Equipment	1
Building Count	2

Pricing Components.

Onboarding:

- Gather all necessary client technical and equipment data and establish and complete all remote access and IT requirements
- Configure diagnostics tool to run accurately on scoped equipment
- Train on the use of our performance insights & diagnostics dashboards

Annual Service & Reporting:

- **Unlimited annual usage of the Analytics Portal**
- **Training Calls – as requested by client and along with Monthly Action calls thereafter**
- **Monthly Action Calls covering all open and completed tasks, Q&A, and training**
- **Quarterly Meetings – the Data Services team works with your users to deliver quarterly impact reports to communicate the value you deliver to your key stakeholders along with providing ongoing strategic consultative support**
- **Quarterly On-site Inspections to Validate Diagnostics & Tasks**
- **Support Requests – Gardiner provide real-time support to respond to client requests**
- **Immediate cloud-based delivery of enhancements on an ongoing basis**

Fees are based upon building(s) providing:

- Remote access to the client's BAS (Building Automation System) for review of systems or a primary contact with whom to review engineering information pertinent to diagnostics and install necessary on-site software.
- Existing workstation(s), virtual server, or PC(s) with a defined range for its static external public IP address on which to install a light-weight data transfer services through which to push data to the cloud, and which has access to the necessary BAS points.
- Electronic engineering documentation including available mechanical drawings, mechanical schedules, one-line diagrams, and unit details for equipment in the building. The engineering information required for analytics is included as an addendum.
- Points from the BAS available to be read via a software-approved protocol including but not limited to BACnet, oBIX, Haystack API, or OPC.

Payment Terms:

- The annual service subscription fee will be invoiced on the software "go live" date (client turnover and training date) with Net 30-day payment terms. This will be a 3 year agreement applied annually in the amount of \$23,144.00.

Proposal Acceptance.

To accept this proposal, please sign below and return a signed copy of this proposal to:

Danny Painter
office: 440.248.3400
cell: 216.870.6949
email: DPainter@WHGardiner.com

This proposal, scope, and estimate remain valid for the next 30 days from the proposal cover issue date.

Acceptance Signature: _____ Date: _____

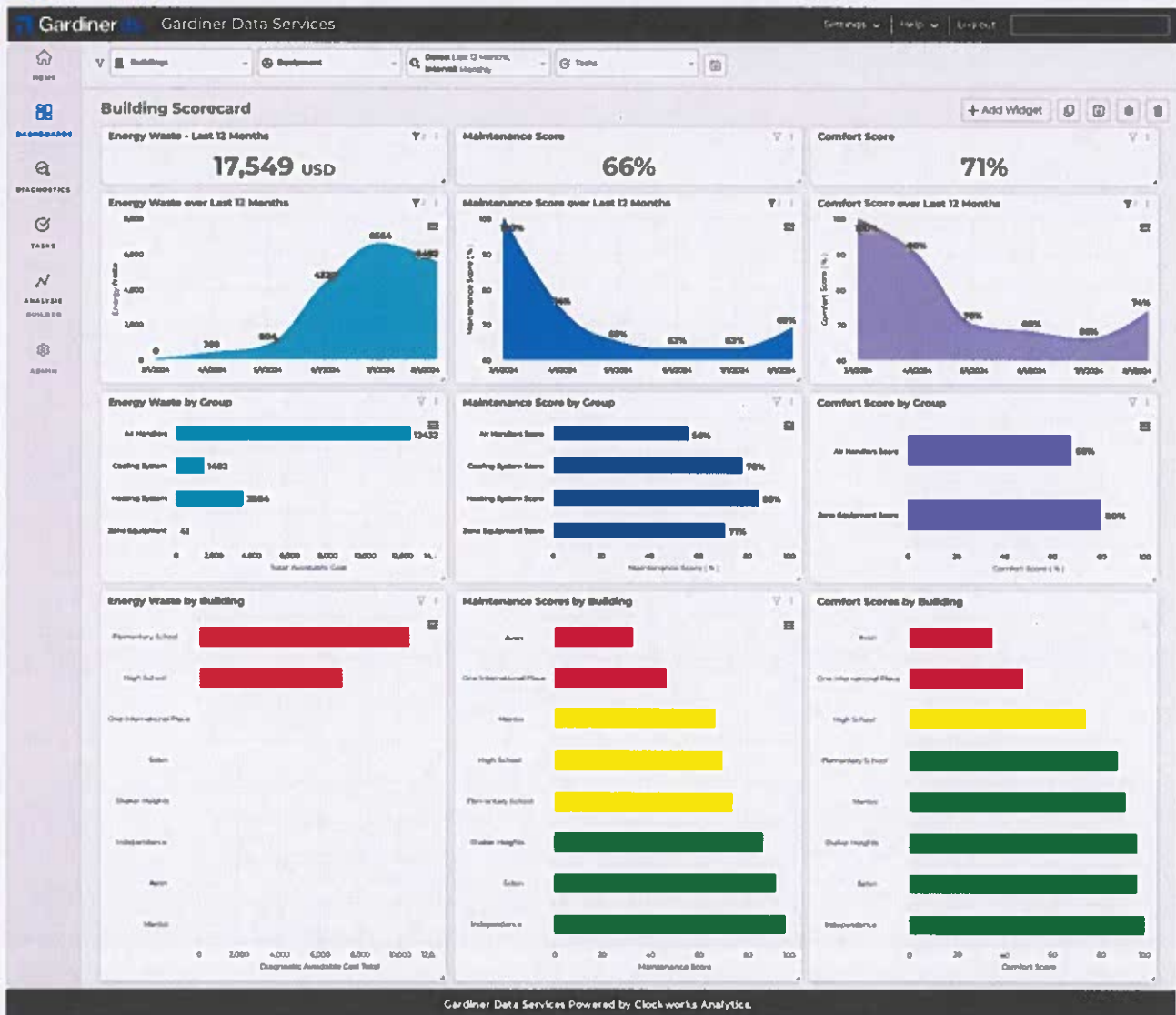
Contents.

Gardiner Data Services Overview	5
Gardiner Data Services Features	8
Dashboards	
Diagnostics Analysis	
Builder Tasks	
Software Gateway requirements - BACnet	12
Configuration for Software Gateway IT	
Requirements (ports to open):	
Required Information for BACnet Integration	

Data Services.

Gardiner DS (Data Services) utilizes a cloud-based enterprise fault detection and diagnostics platform, with a global analysis engine built on 30 person-years of research and development. The comprehensive library of root-cause diagnostics is curated and updated continuously to cover all HVAC equipment and systems and is flexible to provide analytics across a wide range of systems.

Gardiner Data Services has the ability to run in-depth diagnostics to quantify the avoidable energy costs of each identified performance issue and prioritize by impacts to **energy**, **comfort**, and **maintenance** on a 0-10 scale (E,C,M below). Diagnostics can be sorted by portfolio or individual building, as well as equipment class and type of analyses. This allows a user to drill into a specific building, piece of equipment, or type of analysis.



Diagnostic Reports.

Below is a sample diagnostic report from an air handler with simultaneous heating and cooling. The diagnostic has identified that both heating and cooling valves are open at the same time, causing the air to overheat and then cool back down to setpoint.

High School - AHU_C3

Diagnostic Report

Tasks

Equipment Profile

Results of the AHU Economizer analysis for September 15, 2024:



Analysis Results

Economizer should be off. Flat sensor error. Fresh air damper below minimum (IAQ). Mixed air temp out of range (too high). Out of range sensor error.

\$26
avoidable
cost

9
energy
priority

6
comfort
priority

4
maintenance
priority

PROBLEM: ECONOMIZER SHOULD BE OFF, BUT INSTEAD IS ECONOMIZING

- The inlet air ventilation is greater than the minimum required outdoor air, but the economizer should not be operating while inlet air temperature is greater than the high limit temperature.
- During all or part of this time, the outdoor air damper position was above the minimum damper position of 20%.
- This may result in a loss of \$26 and 777 ton hrs of wasted energy.
- The calculated wasted cooling cost includes sensible cooling only.

Possible Causes:

- Broken or stuck economizer damper
- Uncalibrated or malfunctioning temperature sensor
- Controls or programming error

PROBLEM: FRESH AIR DAMPER CLOSED BEYOND MINIMUM THRESHOLD DURING OCCUPIED HOURS

- The fresh air damper was closed more than the minimum damper threshold of 20% while the AHU was on and occupied, potentially creating air quality problems.

Possible Causes:

- Broken or stuck economizer damper
- Controls or programming error

PROBLEM: MIXED AIR TEMPERATURE OUT OF RANGE (TOO HIGH)

- The mixed air temperature was higher than the inlet air and return air temperatures continuously for 80.5 hrs over the analysis period

Possible Causes:

- Miscalibrated mixed, outdoor, or return air temperature sensor
- Unexpected or sub-optimal temperature sensor placement

PROBLEM: OUT OF RANGE SENSOR ERROR

- The average room air temp sensor was lower than 40 F for 24 hours over the analysis period

Possible Causes:

- Uncalibrated or malfunctioning temperature sensor
- Ground loop fault

PROBLEM: FLAT SENSOR ERROR

- The average room air temp sensor was constant for a continuous period of 24 hours over the analysis period

Possible Causes:

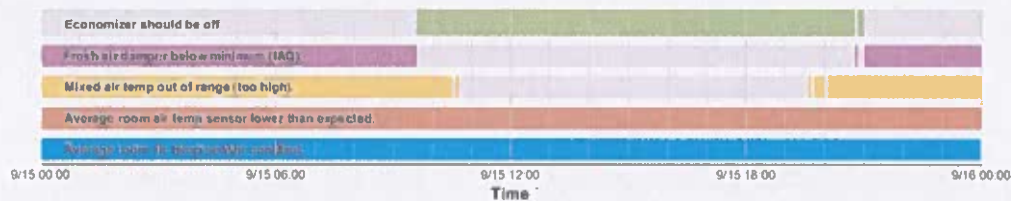
- Uncalibrated or malfunctioning temperature sensor
- Ground loop fault

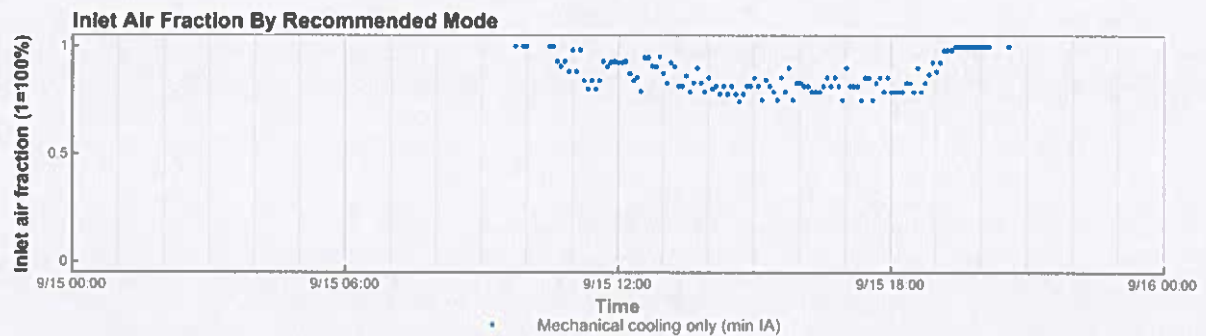
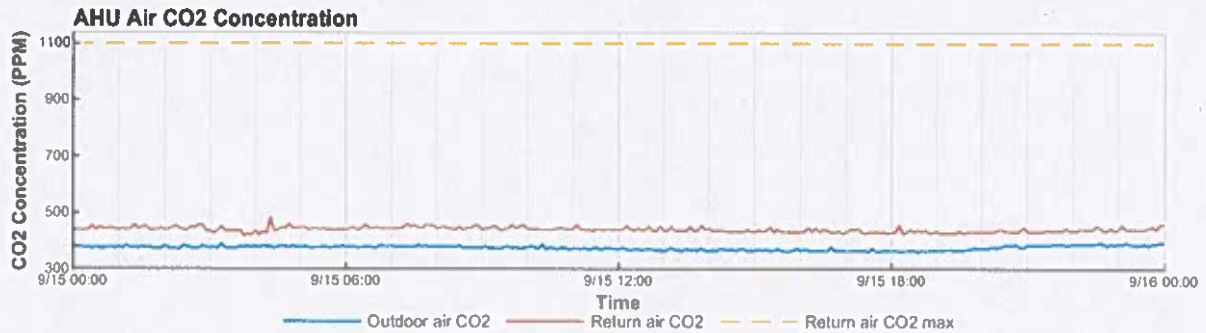
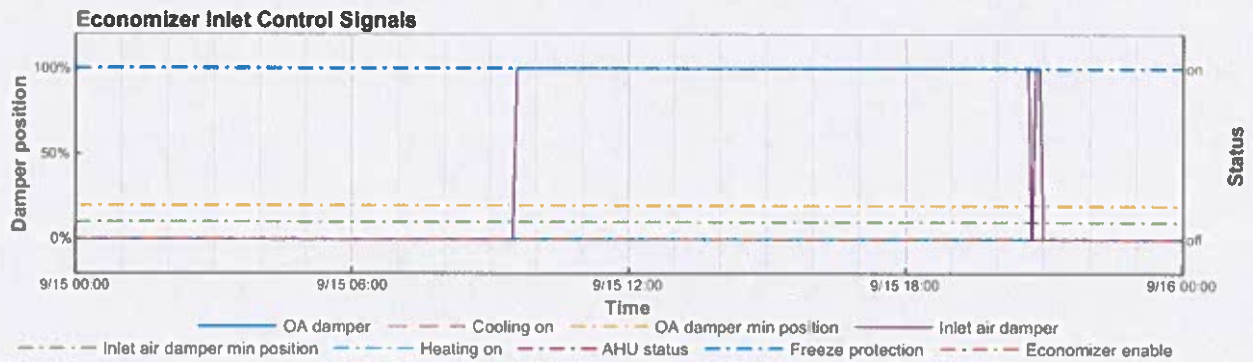
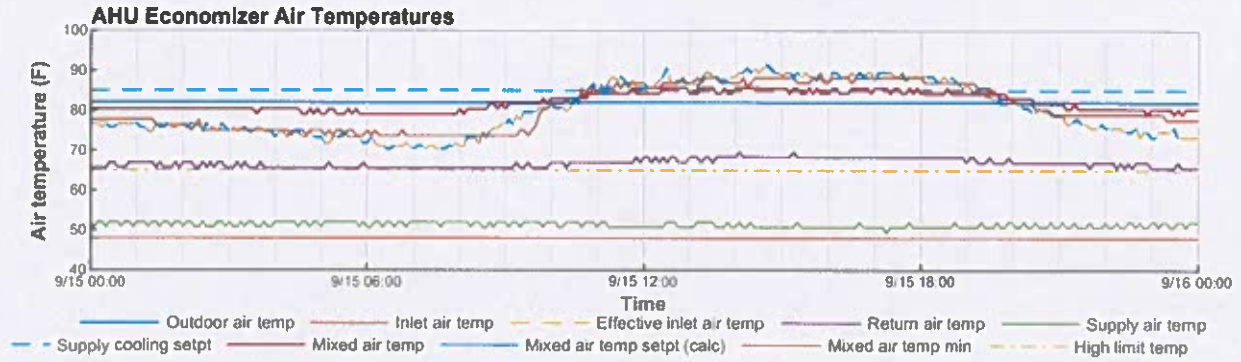
General Diagnostic Information and Assumptions

- Due to possible sensor or communications failure, energy and cost estimates may be incorrect.
- Mixed air temp setpoint was calculated by subtracting expected fan heat gain from the supply air cooling temp setpoint.
- This diagnostic assumes that the AHU has a pull-through supply fan(s) with an expected temperature rise of 3 deg F.

Faults and opportunities investigated by this diagnostic:

Calculated vs BAS enthalpy check, Damper cycling check, Economizer lockout check, Excess economizing check, Excess heating check, Fresh air damper below minimum position check, Min mixed air temp check, Mixed air temp cycling check, Mixed air temp range check, Outdoor CO2 high check, Return air CO2 above max check, Sensor checks, Setpoint error check, Stuck fresh air damper check

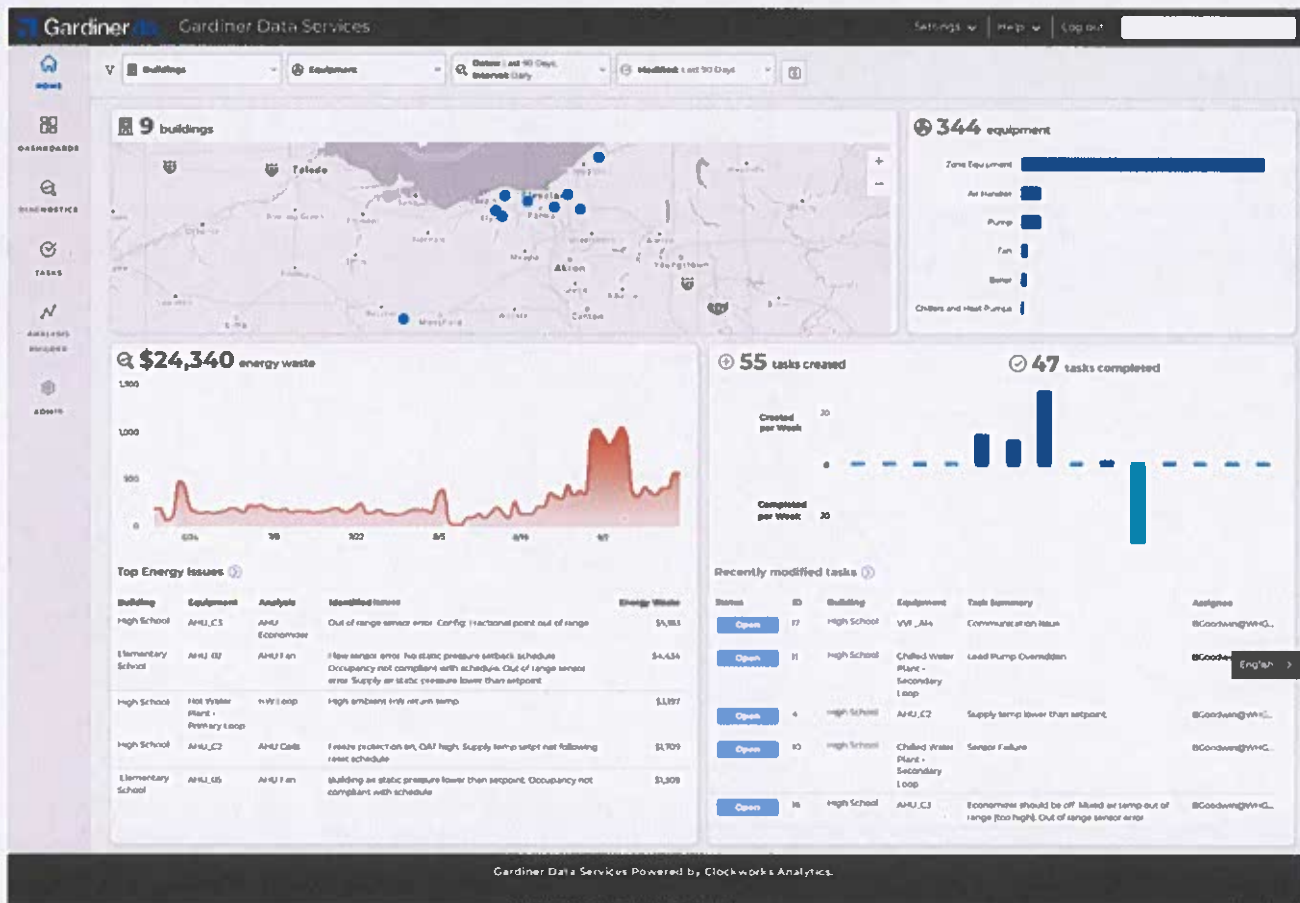




Gardiner DS Features.

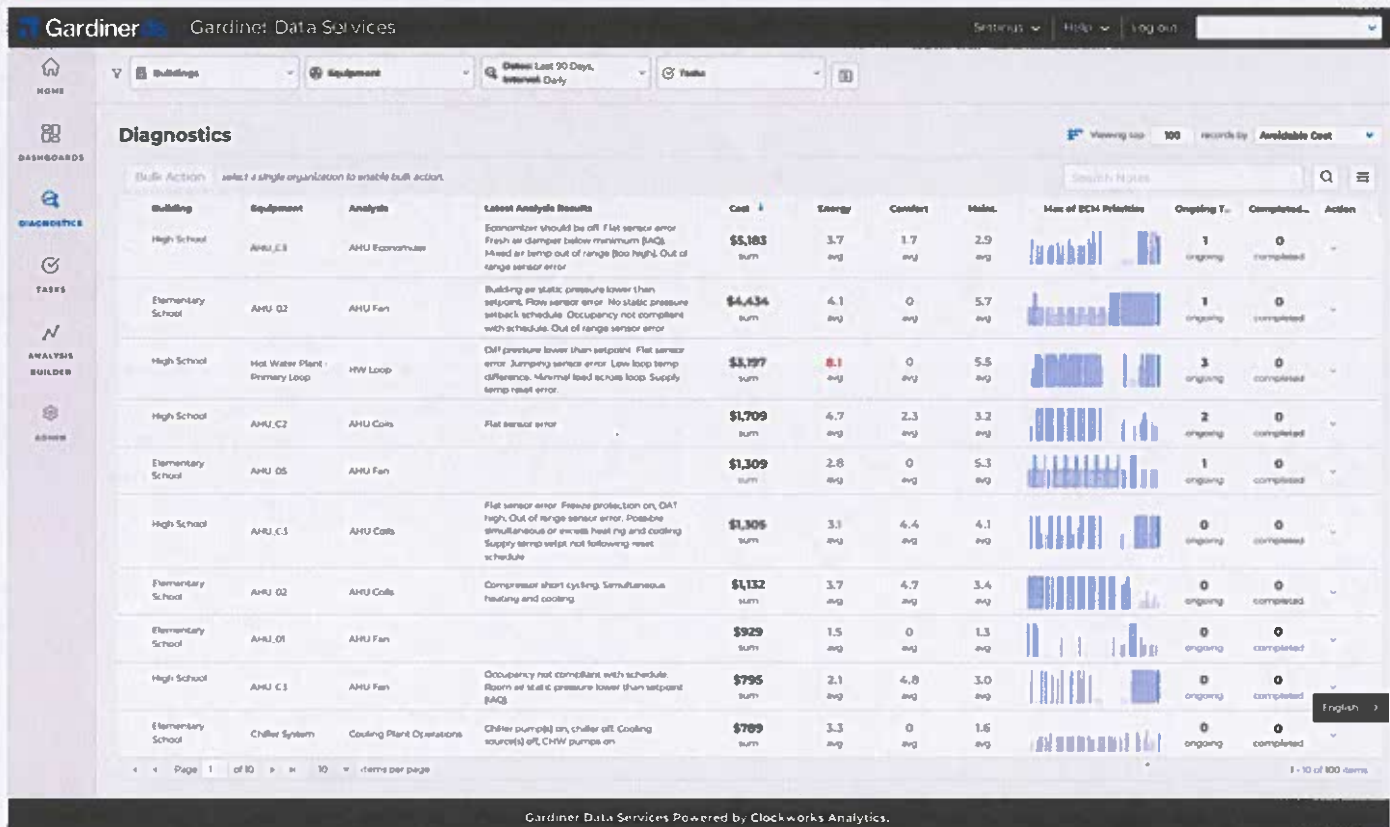
Dashboards.

Users can select from an existing library of dashboards and/or create their own custom dashboards to monitor portfolio and building performance. All equipment details, diagnostics, and tasks created within the dashboard are available for dashboard creation. Dashboards can be saved to a user's account and refresh automatically everyday as new diagnostics and tasks are generated.



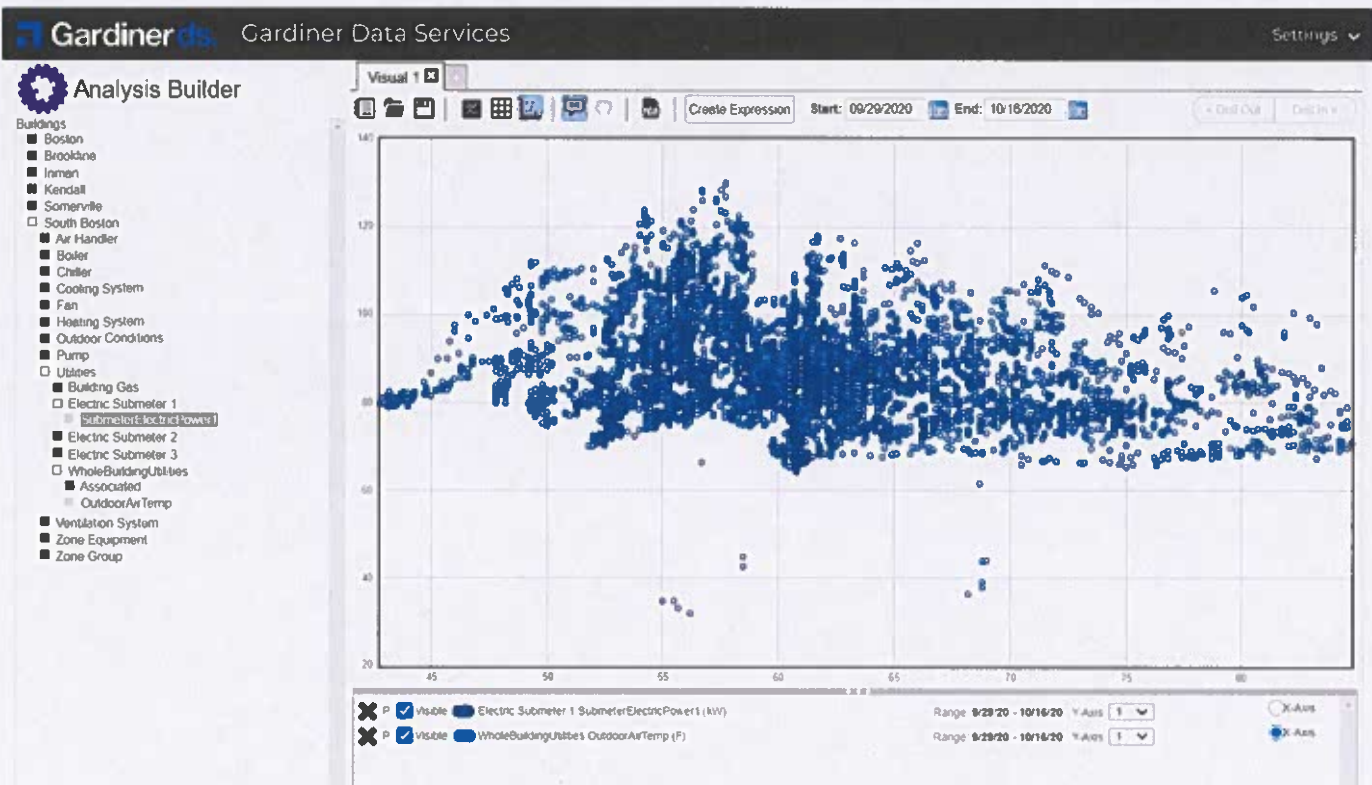
Diagnostics.

Allows users to view top diagnostic findings and drill into detailed technical findings with automated text fault explanations and illustrative graphs. Top findings can be emailed to defined user groups daily, weekly, or monthly. Custom notes can be added to each finding.



Analysis Builder.

Allows technical users to plot any data trended in the dashboard from any system from any dates since connecting the site. It includes time series plots, scatter plots, and tabular exports. Plots may be saved and shared, as well as exported to pdf with annotations. Custom mathematical expressions may be applied to the data to create ad-hoc virtual points for additional analysis.



Tasks & Action.

Tasks can be created from any diagnostic to track work order and project activities required to correct the identified performance issues. Users can create and assign tasks amongst each other and collaboratively track tasks progress against target dates. Tasks can be dynamically sorted by building, equipment, and assigned users.

As part of the Gardiner DS service, the analyst team at Gardiner will be creating tasks and our on-site technicians will validate and correct (or recommend action) on the tasks created as outlined in the pricing components section.

Gardiner Gardiner Data Services

[Settings](#) | [Help](#) | [Log out](#)

Dashboard
DASHBOARD

 Reports
REPORTS

 Tools
TOOLS

 Analytics
ANALYTICS

 Integrations
INTEGRATIONS

 API
API

Buildings
Equipment
Diagnosis
Tasks

Manage Tasks

Status	Count	Annual Available Cost	Annual Available Cooling Use	Annual Available Electric Use	Annual Available Heating Use
Open / In Progress	36	USD 134,163.00	3,634,263 kWh/yr	237,900 kWh	43,388,339 MBTU
Canceled	5	USD 44,863.00	Less 723 kWh/yr	-47,473 kWh	(43,644,644 MBTU)
Completed	16	USD 64,146.00	3,177,715 kWh/yr	189,794 kWh	33,021,734 MBTU

Bulk Action

Enter text to search columns

Organization	Client Task ID	Building	Assignee	Summary	Task Diagnostic Date	Annual Available Cost	Status
Climate Safe	1463	Boothill	clarnes@climate-safe.com	Airflow fan operation from air conditioning unit has not completed with fan speed. Fan control error.	7/1/2024	USD 13,888.00	Open
Climate Safe	814	Boothill	clarnes@climate-safe.com	A/C3 status error [AC] Security or flow high alarm triggered [AC]	6/3/2024	USD 82.00	Completed
Climate Safe	936	Boothill	clarnes@climate-safe.com	A/CU air handler short circuited. Chiller supply not energized with a fault.	6/1/2024	USD 54,483.00	Completed
Climate Safe	743	Boothill	clarnes@climate-safe.com	A/CU air handler short circuited. Chiller supply not energized with a fault.	7/31/2023	USD 0.00	In Process
Climate Safe	772	Boothill	clarnes@climate-safe.com	A/CU-3 cooling pre-heating coil valve. Request to keep differential across pre-heating coil. No supply temp read. Preheat pop discharge temp lower than expected. Simultaneous heating and cooling.	7/1/2023	USD 14,446.700	Completed
Climate Safe	776	Boothill	clarnes@climate-safe.com	A/CU-3 cooling pre-heating coil valve. Simultaneous heating and cooling.	8/14/2023	USD 14,446.700	Completed
Climate Safe	1205	Boothill	No Assignee	AH1 TRIP/STOP, LACK	7/16/2024	USD 0.00	Completed
Climate Safe	188	Southern Boothill	No Assignee	Boiler-3 AHU-3 cooling pre-heating coil valve. Return air higher than expected. Return air fan equipped inside mechanical room [AC]. Simultaneous heating and cooling. Supply temperature not following trend as noted in following email as possible.	6/18/2024	USD 134,486.00	Open
Climate Safe	884	Southern Boothill	clarnes@climate-safe.com	Boiler-3 AHU-3 status reset-and-a cooling.	4/4/2024	USD 8,222.00	Completed
Climate Safe	916	Southern Boothill	clarnes@climate-safe.com	Boiler-3 AHU-3 status reset-and-a cooling.	7/14/2023	USD 1,883.00	In Process
Climate Safe	809	Kensford	clarnes@climate-safe.com	Boiler-3 AHU-3 air handler short circuited. Full service until flow sensor error. No static pressure within a fault.	7/14/2023	USD 1,883.00	Completed
Climate Safe	863	Boothill	clarnes@climate-safe.com	Boiler-2 Boiler short cycling.	7/3/2023	USD 0.00	Open
Climate Safe	856	Boothill	clarnes@climate-safe.com	Boiler-2 Boiler short cycling.	4/24/2024	USD 0.00	In Process
Climate Safe	144	Sumnerville	No Assignee	Boiler-2 Boiler status data mismatch. Flat sensor error. Less than Q2 hours.	8/7/2024	USD 0.00	Open
Climate Safe	750	Sumnerville	clarnes@climate-safe.com	Boiler-3 Boiler status data mismatch. Less than Q2 hours.	8/16/2023	USD 0.00	Open
Climate Safe	1444	Sumnerville	No Assignee	Boiler-3 Boiler status data mismatch. Less than Q2 hours.	8/16/2024	USD 0.00	Open
Climate Safe	1445	Sumnerville	No Assignee	Boiler-4 Boiler status data mismatch. Flat sensor error. Less than Q2 hours.	8/16/2024	USD 0.00	Open
Climate Safe	1442	Sumnerville	No Assignee	C3 Hot Water Pump Cycling stop in city CHW pumps off.	8/7/2024	USD 0.00	Open
Climate Safe	861	Kensford	clarnes@climate-safe.com	Compressor short cycling. Not a long-term issue as reported.	2/20/2024	USD 0.00	Open
Climate Safe	868	Kensford	clarnes@climate-safe.com	Cooling water in UFT CHW pumps on. Pump status data mismatch.	3/10/2024	USD 74,410.00	Completed
Climate Safe	1448	Kensford	clarnes@climate-safe.com	Cooling water in UFT CHW pumps on. Pump status data mismatch.	6/1/2024	USD 1,883.00	In Process

Software Gateway Requirements.

The Gardiner DS platform is a cloud-hosted solution leveraging the Microsoft Azure cloud for security and software scalability.

Integration with each site is accomplished using a data transfer service, a lightweight windows service which runs in the background on a local machine, which conducts an https post of encrypted BAS data to the Azure cloud. The software gateway may be hosted on an existing BAS workstation or server or a VM hosted by the Client.

The PC or server hosting the software gateway should have 4 GB RAM, 2.5 GHz Dual Core Processor, a 20GB Hard Drive, Microsoft .NET Framework 4.0 Full Profile installed, an active internet connection with designated ports open to specified namespaces (provided during deployment).

Configuration for Software Gateway.

A Windows Service is installed on any Server/PC that can communicate with Building Automation IP level Controllers or an appropriate Server via BACnet, oBIX, OPC, Haystack API or other mutually agreed upon communication protocol. The software gateway authenticates via certificates over port 443 to our authentication web service and then reads points from our general web services.

Using the fetched points list, every 5 minutes the Windows Service polls the points via the approved integration protocol and the collected data is then parsed and sent as a POST to cloud storage through HTTPS (port 443). The amount of data sent to our servers is around 4 Kb per 100 points. This data can also be encrypted with a TripleDES algorithm using a 128 bit MD5 encrypted key.

Required Information for BACNET Integration.

For BACnet Objects:

- Object name
- BACnet Object ID
- Units
- Description
- Device ID (for device it exists on)

For BACnet Devices (IP level):

- Device name
- IP address
- Device ID
- Network Number
- BACnet Port (if non-default 47808)

The Gateway can also poll from BACnet MSTP device as long as they can be communicated to via a BACnet IP Endpoint (BBMS or BACnet IP Device).

For BACnet Devices (MSTP):

- Device name
- MAC Address
- Device ID
- Network Number
- IP Endpoint (BBMD or BACnet IP Device)

General Terms and Conditions.

I. PRICE ADJUSTMENT

This agreement price is firm for 3 years as outlined in the proposal.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. Gardiner Service Company DBA Gardiner, reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299). The increase in refrigerant costs above the normal escalation rate in your contract and CFC Tax will be billed additional at time of use.

- III. **WARRANTY:** Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

- IV. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against Gardiner arising from Gardiner's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

- V. **INDEMNITY:** Gardiner and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

General Terms and Conditions.

- VI. NO-HIRE; NO-SOLICITATION:** Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The Customer shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify Gardiner of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon Customer's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the Customer's responsibility if it becomes classified as hazardous.
- IX. SERVICE COMPANY OBLIGATIONS:** It shall be the responsibility of Gardiner to inform the Customer of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) Client shall be considered a priority customer; Gardiner will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between Gardiner and Customer. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

Exhibit 9

Exhibit __, Page 1 of 2
Updated July 9, 2026

ADMINISTRATIVE SALARY SCHEDULE for Certified Admin Staff For Fiscal Year 2027 - Certified

Longevity @ Aug 1, 2025		9	7	4	0	0	6	7	7	0
Longevity @ Aug 1, 2026		10	8	5	1	1	7	8	8	1
Total Proposed: \$ 758,243.28	FY-2027 PROPOSED SALARY	\$ 70,010.00	\$ 80,648.50	\$ 78,040.84	\$ 78,910.06	\$ 81,083.11	\$ 91,022.45	\$ 93,686.80	\$ 87,167.65	\$ 97,673.87
Percent change: 1.10%										
Previous: \$749,985.69	FY26 Salary-->	69,140.78	79,779.28	77,171.62	78,040.84	80,213.89	90,153.23	92,817.58	86,298.43	96,370.04
	CURRENT									
	contract days	186	220	220	220	220	240	220	220	224
	days +/- 184	2	36	36	36	36	56	36	36	40
		\$472.40	\$8,503.24	\$8,503.24	\$8,503.24	\$8,503.24	\$13,227.26	\$8,503.24	\$8,503.24	\$9,448.04
Base Days 184		\$70,010.00	\$80,648.50	\$78,040.84	\$78,910.06	\$81,083.11	\$91,022.45	\$93,686.80	\$87,167.65	\$97,673.87

Base per diem = \$236.20

FY 2025 Base= **\$43,461.00**

				School Psychologist	Student Service Director	Athletic Director	Elementary Assistant Principal	SRHS Assistant Principal	Director of Operations	Elementary Principal	Director of Literacy & Instruction	SRHS Principal
	0.02 Longevity Calculated	0.03 Longevity Calculated										
Experience			1.4	1.4	1.5	1.5	1.6	1.65	1.65	1.8	1.65	2
0	0.00	0.00	60,845.40	60,845.40	65,191.50	65,191.50	69,537.60	71,710.65	71,710.65	78,229.80	71,710.65	86,922.00
1	0.02	0.03	61,714.62	61,714.62	66,060.72	66,060.72	70,406.82	72,579.87	72,579.87	79,099.02	72,579.87	88,225.83
2	0.04	0.06	62,583.84	62,583.84	66,929.94	66,929.94	71,276.04	73,449.09	73,449.09	79,968.24	73,449.09	89,529.66
3	0.06	0.09	63,453.06	63,453.06	67,799.16	67,799.16	72,145.26	74,318.31	74,318.31	80,837.46	74,318.31	90,833.49
4	0.08	0.12	64,322.28	64,322.28	68,668.38	68,668.38	73,014.48	75,187.53	75,187.53	81,706.68	75,187.53	92,137.32
5	0.10	0.15	65,191.50	65,191.50	69,537.60	69,537.60	73,883.70	76,056.75	76,056.75	82,575.90	76,056.75	93,441.15
6	0.12	0.18	66,060.72	66,060.72	70,406.82	70,406.82	74,752.92	76,925.97	76,925.97	83,445.12	76,925.97	94,744.98
7	0.14	0.21	66,929.94	66,929.94	71,276.04	71,276.04	75,622.14	77,795.19	77,795.19	84,314.34	77,795.19	96,048.81
8	0.16	0.24	67,799.16	67,799.16	72,145.26	72,145.26	76,491.36	78,664.41	78,664.41	85,183.56	78,664.41	97,352.64
9	0.18	0.27	68,668.38	68,668.38	73,014.48	73,014.48	77,360.58	79,533.63	79,533.63	86,052.78	79,533.63	98,656.47
10	0.20	0.30	69,537.60	69,537.60	73,883.70	73,883.70	78,229.80	80,402.85	80,402.85	86,922.00	80,402.85	99,960.30
11	0.22	0.31	70,406.82	70,406.82	74,752.92	74,752.92	79,099.02	81,272.07	81,272.07	87,791.22	81,272.07	100,394.91
12	0.24	0.32	71,276.04	71,276.04	75,622.14	75,622.14	79,968.24	82,141.29	82,141.29	88,660.44	82,141.29	100,829.52
13	0.26	0.33	72,145.26	72,145.26	76,491.36	76,491.36	80,837.46	83,010.51	83,010.51	89,529.66	83,010.51	101,264.13
14	0.28	0.34	73,014.48	73,014.48	77,360.58	77,360.58	81,706.68	83,879.73	83,879.73	90,398.88	83,879.73	101,698.74
15	0.30	0.35	73,883.70	73,883.70	78,229.80	78,229.80	82,575.90	84,748.95	84,748.95	91,268.10	84,748.95	102,133.35
16	0.32	0.36	74,752.92	74,752.92	79,099.02	79,099.02	83,445.12	85,618.17	85,618.17	92,137.32	85,618.17	102,567.96
17	0.34	0.37	75,622.14	75,622.14	79,968.24	79,968.24	84,314.34	86,487.39	86,487.39	93,006.54	86,487.39	103,002.57
18	0.36	0.38	76,491.36	76,491.36	80,837.46	80,837.46	85,183.56	87,356.61	87,356.61	93,875.76	87,356.61	103,437.18
19	0.38	0.38	77,360.58	77,360.58	81,706.68	81,706.68	86,052.78	88,225.83	88,225.83	94,744.98	88,225.83	103,871.79
20	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
21	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
22	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
23	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
24	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
25	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
26	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
27	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
28	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
29	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
30	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
31	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
32	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
33	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
34	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18
35	0.40	0.38	78,229.80	78,229.80	82,575.90	82,575.90	86,922.00	89,095.05	89,095.05	95,614.20	89,095.05	103,437.18

ADMINISTRATIVE SALARY SCHEDULE for NON-Certified Staff
For Fiscal Year 2027 - Non Certified

			Treasurer's Assistant - Accounts Payable & Billing 5	Payroll & Benefits Administrator 12	Executive Secretary 3	Food Service Supervisor 12	Transportation Supervisor 4
Longevity @ Aug 1, 2025							
Longevity @ Aug 1, 2026			6	13	4	13	5
Total Proposed:	\$ 246,889.72	FY-2027 PROPOSED SALARY	\$ 46,098.62	\$ 50,987.87	\$ 49,590.94	\$ 51,586.36	\$ 48,625.92
Percent change:	4.64%						
Previous:	\$ 235,952.09	FY26 Salary-->	44,075.20	48,821.76	47,126.56	49,408.36	46,520.21
CURRENT							
contract days			260	260	260	206	210
days +/-							
			46,098.62	50,987.87	49,590.94	51,586.36	48,625.92
BASE DAYS			260	260	260	206	210
PER DIEM			134.32	134.32	134.32	171.52	171.52
BASE \$\$			34,923.20	34,923.20	34,923.20	35,333.12	36,019.20
Per diem adjusted annually per current year OAPSE contract							
Experience Level	0.02	0.03					
	Longevity Calculated	Longevity Calculated					
0	0.00	0.00	1.2	1.2	1.3	1.2	1.25
1	0.02	0.03	41,907.84	41,907.84	45,400.16	42,399.74	45,024.00
2	0.04	0.06	42,606.30	42,606.30	46,447.86	43,106.41	45,744.38
3	0.06	0.09	43,304.77	43,304.77	47,495.55	43,813.07	46,464.77
4	0.08	0.12	44,003.23	44,003.23	48,543.25	44,519.73	47,185.15
5	0.10	0.15	44,701.70	44,701.70	49,590.94	45,226.39	47,905.54
6	0.12	0.17	45,400.16	45,400.16	50,638.64	45,933.06	48,625.92
7	0.14	0.19	46,098.62	46,098.62	51,337.10	46,639.72	49,346.30
8	0.16	0.21	46,797.09	46,797.09	52,035.57	47,346.38	50,066.69
9	0.18	0.23	47,495.55	47,495.55	52,734.03	48,053.04	50,787.07
10	0.20	0.25	48,194.02	48,194.02	53,432.50	48,759.71	51,507.46
11	0.22	0.27	48,892.48	48,892.48	54,130.96	49,466.37	52,227.84
12	0.24	0.29	49,590.94	49,590.94	54,829.42	50,173.03	52,948.22
13	0.26	0.31	50,289.41	50,289.41	55,527.89	50,879.69	53,668.61
14	0.28	0.33	50,987.87	50,987.87	56,226.35	51,586.36	54,388.99
15	0.30	0.35	51,686.34	51,686.34	56,924.82	52,293.02	55,109.38
16	0.32	0.37	52,384.80	52,384.80	57,623.28	52,999.68	55,829.76
17	0.34	0.39	53,083.26	53,083.26	58,321.74	53,706.34	56,550.14
18	0.36	0.41	53,781.73	53,781.73	59,020.21	54,413.00	57,270.53
19	0.38	0.43	54,480.19	54,480.19	59,718.67	55,119.67	57,990.91
20	0.40	0.45	55,178.66	55,178.66	60,417.14	55,826.33	58,711.30
21	0.42	0.47	55,877.12	55,877.12	61,115.60	56,532.99	59,431.68
22	0.44	0.49	56,575.58	56,575.58	61,814.06	57,239.65	60,152.06
23	0.46	0.51	57,274.05	57,274.05	62,512.53	57,946.32	60,872.45
24	0.48	0.53	57,972.51	57,972.51	63,210.99	58,652.98	61,592.83
25	0.50	0.55	58,670.98	58,670.98	63,909.46	59,359.64	62,313.22
26	0.52	0.57	59,369.44	59,369.44	64,607.92	60,066.30	63,033.60
27	0.54	0.59	60,067.90	60,067.90	65,306.38	60,772.97	63,753.98
28	0.56	0.61	60,766.37	60,766.37	66,004.85	61,479.63	64,474.37
29	0.58	0.63	61,464.83	61,464.83	66,703.31	62,186.29	65,194.75
30	0.60	0.65	62,163.30	62,163.30	67,401.78	62,892.95	65,915.14
31	0.62	0.67	62,861.76	62,861.76	68,100.24	63,599.62	66,635.52
32	0.64	0.69	63,560.22	63,560.22	68,798.70	64,306.28	67,355.90
33	0.66	0.71	64,258.69	64,258.69	69,497.17	65,012.94	68,076.29
34	0.68	0.73	64,957.15	64,957.15	70,195.63	65,719.60	68,796.67
35	0.70	0.75	65,655.62	65,655.62	70,894.10	66,426.27	69,517.06
			66,354.08	66,354.08	71,592.56	67,132.93	70,237.44



**Administrative Staff
Benefits Package**

Administration Classifications and Tier Level

Administrators	<u>Tier Level</u>
Superintendent	1
Treasurer	1
Principal	2
Assistant Principal	2
Athletic Director	2
Director of Literacy & Instruction	2
Student Service Director	2
Director of Operations	2
 Supervisors & Licensed Professionals	
Food Service Supervisor	3
Transportation Supervisor	3
School Psychologist	3
 Administration Support Staff	
Executive Secretary	4
Treasurer's Assistant – A/P	4
Treasurer's Assistant – P/R	4

Benefits By Tier Level

Tier 1 – Administrators

- All benefits as specifically stated in their individual contracts. If not specifically stated in their contract, they receive all the benefits as listed herein.
- Board provided \$100K group term life insurance.
- Board provided cell phone stipend of \$80.00 per month.

Tier 2 – Administrators

- The Board will pick-up the employee's contribution to STRS/SERS per the following table:
 - Years 1-4 as an administrator in the district 4%
 - Years 5-8 as an administrator in the district 8%
 - Years 9-12 as an administrator in the district 12%
 - 13 or more years as an administrator in the district 14%
- The Board will pay 100% of the employee premium for medical, prescription, dental and vision for either single or family coverage.

- The administrator is responsible for the spousal surcharge as specified in the CEA contract when electing family coverage and the spouse is eligible for medical & prescription coverage through their employer. The spousal surcharge is not applicable if both spouses work full-time for the Chippewa Local School District.
- Board provided \$100K group term life insurance.
- The Administrator is entitled to mileage reimbursement for all travel outside of the district as approved by the superintendent at a rate set by the Board. Rates may or may not change annually.
- The Board will pay a cell phone stipend of \$50.00 per month for the following positions: Elementary Principal, Intermediate School Principal, HS Assistant Principal, Student Service Director, Literacy Coordinator and Operations Director.
- The Board will pay a cell phone stipend of \$80.00 per month for the following positions: High School Principal and Athletic Director.
- Up to \$500 per year for membership in professional organizations that benefit the district. In addition, conferences and other professional development opportunities as approved by the Superintendent. Each event will be considered independently and the request must be in writing.
- The Board will reimburse 90% of up to \$5,000 per individual per year for tuition reimbursement for earned college credit from an accredited university applicable to their current position (Superintendent must approve courses prior to enrollment). Transcript showing course dates, passing grade and receipt of payment required for reimbursement. The employee will be responsible for paying back the funds if they voluntarily leave the district prior to completing one full school year after completion of the course(s).
- The Administrator is entitled to 3 personal leave days per contract year. Days are prorated for employees starting mid-year.
- The Administrator will accrue 1.25 sick leave days per month per ORC with maximum accumulation to equal the same as per the current CEA negotiated agreement.
- Upon retirement, the Board grants severance pay to the Administrator at their per diem rate at 25% of the total of the employee's accumulated and unused sick days with maximum pay out of days to equal that in the CEA negotiated agreement.

Tier 3 - Supervisors & Licensed Professionals

- The Board will pay 86.5% of the employee premium for medical insurance and 85% of the premium for prescription, dental and vision insurance for either single or family coverage.
- The administrator is responsible for the spousal surcharge as specified in the CEA contract when electing family coverage and the spouse is eligible for medical and

prescription coverage through their employer. The spousal surcharge is not applicable if both spouses work full-time for the Chippewa Local School District.

- The Board will provide \$49,000 of group term life insurance coverage for the employee.
- The Tier 3 employee is entitled to mileage reimbursement for all travel outside of the district as approved by the superintendent at a rate set by the Board. Rates may or may not change annually.
- The Board will pay a cell phone stipend of \$50.00 per month for the following positions: Food Service supervisor and the Transportation supervisor.
- Up to \$500 per year for membership in professional organizations that benefit the district. In addition, conferences and other professional development opportunities as approved by the Superintendent. Each event will be considered independently and the request must be in writing.
- The Supervisor/Professional is entitled to 3 personal leave days per contract year. Days are prorated for employees starting mid-year.
- The Supervisor/Professional will accrue 1.25 sick leave days per month per ORC with maximum accumulation to equal the same as per the current CEA negotiated agreement.
- Upon retirement, the Board grants severance pay to the Supervisor/Professional at their per diem rate at 25% of the total of the employee's accumulated and unused sick days with maximum pay out of days to equal that in the CEA negotiated agreement.

Tier 4 – Support Staff

- The Board will pay 86.5% of the employee premium for medical insurance and 85% of the premium for prescription, dental and vision insurance for either single or family coverage.
- The Employee is responsible for the spousal surcharge as specified in the CEA contract when electing family coverage and the spouse is eligible for medical and prescription coverage through their employer. The spousal surcharge is not applicable if both spouses work full-time for the Chippewa Local School District.
- The Board will provide \$49,000 of group term life insurance coverage for the employee.
- The Tier 4 employee is entitled to mileage reimbursement for all travel outside of the district as approved by the superintendent at a rate set by the Board. Rates may or may not change annually.
- Up to \$500 per year for membership in professional organizations that benefit the district. In addition, conferences and other professional development opportunities as approved by the Superintendent. Each event will be considered independently and the request must be in writing.

- The Support Staff personnel are entitled to 3 personal leave days per contract year. Days are prorated for employees starting mid-year.
- The Support Staff personnel will accrue 1.25 sick leave days per month per ORC with maximum accumulation to equal the same as per the current CEA negotiated agreement.
- Upon retirement, the Board grants severance pay to the Support Staff personnel at their per diem rate at 25% of the total of the employee's accumulated and unused sick days with maximum pay out of days to equal that in the CEA negotiated agreement.

Other Information**Definitions:**

- Unless otherwise specified, the term "year" refers to the administrative contract year, which begins on August 1 and ends on July 31 of the following calendar year.
- "Full-time" refers to an employee who is regularly scheduled to work more than 1,664 hours per year (32 hours per week × 52 weeks). Employees regularly scheduled to work 1,664 hours or fewer per year are considered part-time.

Holidays:

- All 11- and 12-month employees are entitled to the following 12 paid holidays per year:

New Year's Day	Juneteenth	Day after Thanksgiving
Martin Luther King Day	Independence Day	Christmas Eve
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving	New Year's Eve

- Employees with less than an 11-month work year are entitled to the following 6 paid holidays per year:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving
Memorial Day	Christmas Day

Vacation Days:

- The Board provides vacation days for all 260-day employees per the following years of employment as a 260-day employee:
 - Years 1-5 (after first 90-day probationary period) 10 days per year
 - Years 6-12 15 days per year
 - Years 13 and thereafter 20 days per year
 - Employees hired after August 1 shall receive a prorated allocation of first-year vacation days based on their date of hire.
 - Up to 5 unused days of vacation may be rolled over to the following year, and
 - Up to 5 unused days can be paid out at the current year per diem rate. Request for either must be in writing and approved by the Superintendent and Treasurer prior to July 31 of the current year.
 - Any remaining unused days at July 31 of the current year will be forfeited.
 - The vacation year is the same as the administrative contract year defined above.

Calamity Days:

- All calamity days shall be considered regular workdays for administrators at all tier levels. Depending on the District's operational needs, the Superintendent and Treasurer may authorize administrators to work remotely, report to a District location, arrive later than their regular start time, or depart earlier than their regular end time.

**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 2026-2027 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.

SERVICES: VISUALLY IMPAIRED STUDENT SERVICES

Billing periods: Monthly August 2026 – June 2027

COSTS:

TEACHER OF THE VISUALLY IMPAIRED HOURLY: \$127.00

ORIENTATION/MOBILITY TRAINING HOURLY: \$127.00

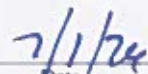
BRAILLIST HOURLY: \$35.00

BRAILLIST AIDE: \$19.00

REHABILITATION SPECIALIST HOURLY: \$60.00



Signature Superintendent of District of Residence



Date

Signature Treasurer of District of Residence

Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2026-2027.



Signature Superintendent of Educational Service Center

July 1, 2026



Signature Treasurer of Educational Service Center

July 1, 2026

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.