

Board of Education Regular Meeting

Chippewa Jr/Sr High School Performing Arts Auditorium
Monday, March 13, 2023
6:00 PM

BOARD MEETING MINUTES

I. OPENING

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

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

RESOLUTION 037-23

C. Upon consideration to approve the minutes from the February 13, 2023 Regular Meeting.

Motion to approve by Fenn and 2nd by DeAngelis

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

II. STUDENT RECOGNITION /STAFF RECOGNITION /INTRODUCTION OF GUESTS

A. Students of the Month

Hazel Harvey

Kindergarten: Liam Yonts, Nathan Samples, Arianna Sims

Grade 1: Carter Reed, Andrew Ashcraft

Grade 2: Will Steiner, Ashlynn Yost

CIS

Grade 3: Hannah Huffman, Carter Smith

Grade 4: Kensi Gartin, Barrett Bauman

Grade 5: Mikayla Sinnott, Henry Burns

Grade 6: Kendall Stoller, Landon Winans

Jr/Sr High School

Grade 7: Tate Dannemiller

Grade 8: Robert Smith

Grade 9: Xander Myers

Grade 10: Kendyll Underwood

Grade 11: Grace Heller

Grade 12: Gabby Muckley

B. Needle Mover - Brittany Akins

RESOLUTION 038-23

III. APPROVAL OF DONATIONS

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated To:</u>
Ira Hamman	Cash	\$100	Girls basketball & Wrestling Finals

Motion to approve by Fenn and 2nd by Hershberger

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

IV. PUBLIC PARTICIPATION

Carolyn Garbinsky – Thanking the District for smooth Union Negotiations with the Chippewa Education Association (CEA)

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

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

Motion for Executive Session by Fenn and 2nd by DeAngelis

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

Time: 6:16 PM

Board returning from Executive Session:

Time: 6:27 PM

VI. TREASURER'S UPDATE & AGENDA ITEMS

A. Treasurer's comments

- FY22 State Audit completed and filed with the State
- Nexus Update
- OFCC closeout update
- Congrats to Wrestlers and Girls Basketball Teams at State Finals

RESOLUTION 039-23

B. Action Items

- a. Upon consideration to approve the February 2023 unaudited financial report (copy on file at the Doylestown Public Library)
- b. Upon consideration to approve the district's annual membership to Ohio School Boards Association (OSBA) in the amount of \$4,831.00.
- c. Approve the amounts and rates as determined by the Wayne County Budget Commission for FY 2024 per the attached exhibit A.

Motion to approve by Fenn and 2nd by DeAngelis

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

VII. SUPERINTENDENT'S UPDATES:

- A. State Wrestling and Girls Basketball congratulations
- B. Retirements
- C. Negotiations

VIII. SUPERINTENDENT'S AGENDA

RESOLUTION 040-23

- A. Upon consideration to join the contingency fee contract and authorize litigation against large social media companies, see Exhibit B

Motion to approve by Fenn and 2nd by DeAngelis

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

RESOLUTION 041-23

- B. Upon consideration to enter into contract with Frantz Law Group, APLC, and Peters Kalail & Markakis Co., L.P.A., in regards to the litigation against large social media companies. See Exhibit C

Motion to approve by Fenn and 2nd by DeAngelis

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

RESOLUTION 042-23

- C. **RESOLUTION APPROVING THE GOVERNMENT ENTITY SETTLEMENT DOCUMENTS:** Upon review and consideration of the (1) informed consent packet provided by Milestone Pathway, (2) settlement offer letter for Government Entity Claims against JUUL Labs, Inc. (“Settlement Offer Letter”), and (3) description of confidential settlement agreement between JUUL Labs, Inc. and settling government entity plaintiffs (“Description of Settlement Agreement”), the Board hereby agrees to both the Settlement Offer Letter and Description of Settlement Agreement as presented and authorizes/directs the President, Superintendent/CEO, and Treasurer/CFO to execute the same on behalf of the Board pursuant to the instant resolution. – See Exhibit D

Motion to approve by Fenn and 2nd by DeAngelis

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

RESOLUTION 043-23

- D. Approve the Master Agreement with the Chippewa Education Association and the Chippewa Board of Education.

Motion to approve by Fenn and 2nd by DeAngelis

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

RESOLUTION 044-23

- E. Upon consideration to hire Daniel Edwards as an Intervention Specialist at BA, Step 4, and the Varsity Head Football Coach.

Motion to approve by Fenn and 2nd by DeAngelis

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

RESOLUTION 045-23

IX. SUPERINTENDENT’S CONSENT AGENDA

- a. Approve the retirement of Vicky DeAngelis, effective July 3, 2023.
- b. Approve the retirement of Karen Funk, effective May 31, 2023.
- c. Approve the following supplemental contracts for the 2022-2023 school year.

Maegan Stora	6.75%	Track – JH – Girls
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- d. Approve to hire the following as a substitute classified worker per the substitute pay rate. (Pending BCI/FBI Background)
 - Mary Ann Thompson, Aide/Paraprofessional, Cafeteria
 - Heather Wiley, Bus Driver

- e. Approve the following staff members to be paid at a rate of \$25/hour, up to 18 hours for completion of state mandated Dyslexia training (ORC 3323.251 through ODE training portal).
 - Jennifer Bertolini
 - Jeanne Hines
 - Teri Archer
 - Valerie Remenaric
 - Beth Lewis
 - Heidi Breudigam
 - Rena Loverink
 - Maribeth Williams
- f. Approve the 2023-2024 School fee for grades K – 11 - \$40 per student & grade 12 - \$65.
- g. Approve early registration for school year 2023-2024 Kindergarten runs till May 1, 2023.
- h. Approve the MOU with Goodwill Industries of Wayne and Holmes Counties. See Exhibit E
- i. Approve the second reading of the 2024-2025 school calendar.
See Exhibit F
- j. Approve the MOU with Anazao for Guidance Counseling. See Exhibit G
- k. Approve to extend substitute Yamile Smith, as a temporary Guidance Counselor sub, through May 31, 2023. (Work days to be determined as needed by the Superintendent)

Motion to approve by Fenn and 2nd by Hershberger

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

X. BOARD DISCUSSION

- A. OSBA Legislative Update – Jeremy Golub
- B. Policy on Board Evaluations – Linda Fenn

RESOLUTION 046-23

XI. NEW BUSINESS

- A. Approve the MOU of March 13, 2023 granting unpaid leave to Denise Vasilatos.

Motion to approve by Fenn and 2nd by DeAngelis

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

XII. EXECUTIVE SESSION

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested)

- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

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

Motion for Executive Session by Fenn and 2nd by DeAngelis

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

Time: 6:51 PM

XII. Motion to Adjourn

Motion to adjourn by Fenn and 2nd by Hershberger

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

Time: 7:10 PM

NOTE: The next Regular Meeting will be held April 10, 2023 beginning at 6:00 PM

APPROVED:



President

Date: 04/10/2023



Treasurer

CHIPPEWA LOCAL SCHOOL DISTRICT
56 NORTH PORTAGE STREET
DOYLESTOWN, OHIO 44230-1398

RES 046-23



SUPERINTENDENT'S OFFICE

Mr. Todd Osborn
Superintendent
Phone: (330) 658-6368
FAX: (330) 658-5842

TREASURER'S OFFICE

Mr. Ira Hamman
Treasurer
Phone: (330) 658-6700
FAX: (330) 658-5842

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 13th day of March 2023 by and between the Chippewa Local School District Board of Education ("Board"), the Ohio Association of Public School Employees #445 ("OAPSE"), and bargaining unit member Denise Vasilatos [Collectively known as "the parties"]

Whereas, the parties entered into a collective bargaining agreement ("Negotiated Agreement") for the period of July 1, 2020 through June 30, 2023; and

Whereas, Article XVII – Leaves of Absence of the Collective Bargaining Agreement (CBA) contains no specific language pertaining to "unpaid leave of absence"; and

Whereas, nothing in the CBA specifically states unpaid leave of absence cannot be granted to an employee by the District; and

Whereas Denise Vasilatos desires to take a once-in-a-lifetime trip to Italy during the school year; and **One-Time only unpaid leave of absence exception.**

It is therefore the agreement of the parties as follows:

1. Due to the unusual circumstances surrounding the situation, Ms. Vasilatos will be granted unpaid leave from September 15, 2023 through September 23, 2023 school year. Ms. Vasilatos will use her three personal days awarded by contract on September 12, 13 & 14, 2023.
2. That all other provisions of the Collective Bargaining Agreement remain in full force and effect as written and the parties acknowledge that any subsequent changes to the agreement must be accomplished through bargaining in accordance with law.
3. The parties' representatives affirm that they have full authority to execute this Memorandum of Understanding for of Understanding their respective parties.
4. This Memorandum of Understanding shall not constitute precedent for any future matter and shall not be cited by either party in any future proceeding, except as it relates to enforcing the terms herein.
5. In witness whereof the parties hereto have caused this Agreement to be executed in duplicate.

ON BEHALF OF THE BOARD

ON BEHALF OF OAPSE #445

Board President (In Official Capacity Only)

Employee, Denise Vasilatos

Superintendent (In Official Capacity Only)

Chippewa OAPSE President, Mike Rote

Treasurer (in Official Capacity Only)

Fiscal Year 2023 - 2024

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

January 19, 2023

The Budget Commission of Wayne, Ohio, hereby makes the following Official Certificate of Estimated Resources for CHIPPEWA LOCAL Schools for the FISCAL YEAR beginning July 1, 2023

FUND	UNENCUMBERED BALANCE July 1, 2023	REAL ESTATE TAXES	PERSONAL PROPERTY TAXES	SCHOOL FOUNDATION	SPENDING RESERVE	OTHER SOURCES	TOTAL
General Fund	8,018,628.00	6,839,500.00	.00	.00	.00	6,723,559.00	21,581,687.00
Special Revenue Funds	890,811.00	.00	.00	.00	.00	557,239.00	1,448,050.00
Debt Service Funds	381,055.00	845,000.00	.00	.00	.00	.00	1,226,055.00
Capital Project Funds	809,612.00	125,500.00	.00	.00	.00	200,000.00	1,135,112.00
Enterprise Funds	892,780.00	.00	.00	.00	.00	660,500.00	1,553,280.00
Fiduciary Funds	27,379.00	.00	.00	.00	.00	34,000.00	61,379.00
TOTAL	\$11,020,265.00	\$7,810,000.00	\$0.00	\$0.00	\$0.00	\$8,175,298.00	\$27,005,563.00

The Budget Commission further certifies its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund

Quinn Vanderwood
BUDGET COMMISSION MEMBER

Melissa A Koch
BUDGET COMMISSION MEMBER

Angela Poth-Wypasek
BUDGET COMMISSION MEMBER

SCHEDULE A				
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
GENERAL	5,656,500	1,183,000	4.20	33.30
BOND (\$16,875,000)	845,000			3.0
PERMANENT IMPROVEMENTS	125,500			0.50
TOTAL	6,627,000	1,183,000	4.20	36.80
SCHEDULE B				
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES				
FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy Carry to Schedule A Column II		
GENERAL FUND				
CURRENT EXPENSE levy authorized by voters on 1976 for not to exceed cont years	18.70			
CURRENT EXPENSE levy authorized by voters on 1978 JUNE for not to exceed cont years	5.0			
CURRENT EXPENSE levy authorized by voters on 1995 MAY for not to exceed cont years	9.60			
BOND (\$16,875,000) FUND: levy authorized by voters on 2015 NOV for not to exceed 30 years	3.0			
PERMANENT IMPROVEMENTS FUND: levy authorized by voters on 2015 NOV for not to exceed cont years	0.50			
	36.80			

EXHIBIT A
3 of 3

SCHEDULE B ESTIMATES
FISCAL YEAR 2023 - 2024

LEVIES INSIDE & OUTSIDE THE 10 MILL LIMIT
SCHOOL DISTRICT: CHIPPEWA LOCAL

2022 Estimated Values & Yields

- 1. Res/Ag \$205,441,510
- 2. Other Real \$14,846,550
- 3. PUCO Personal \$70,918,800
- 4. Telephone PP \$0
- 5. Res/Ag New Construction \$1,550,890
- 6. Other New Construction \$637,740
- 7. Total \$293,395,490

Fund Type	Purpose	Last Yr. Voted	No. # Years	Tax Year First/Last	Coll. Year First/Last	Full Millage	Reduction Res/Ag Other	Effective Res/Ag Other	Res/Ag	Other	PUCO Personal	Telephone PP	New Construction	Total	
General Fund	GENERAL FUND		S 01-01-00			4.200	0.000000 0.000000	4.200000 4.200000	\$828,300	\$59,900	\$285,900	\$0	\$8,900	\$1,183,000	
General Fund: HB 66	CURRENT EXPENSE	1976	Cont S 01-76-00	Cont Cont	Cont Cont	18.700	0.560779 0.548165	8.213432 8.449314	\$1,619,900	\$120,400	\$1,273,100	\$0	\$17,400	\$3,030,800	
General Fund: HB 66	CURRENT EXPENSE	1978 JUNE	Cont S 01-78-00	Cont Cont	Cont Cont	5.000	0.560779 0.548165	2.196105 2.259175	\$433,100	\$32,200	\$340,400	\$0	\$4,700	\$810,400	
General Fund: HB 66	CURRENT EXPENSE	1995 MAY	Cont S 01-95-00	Cont Cont	Cont Cont	9.600	0.438492 0.368159	5.390476 6.094473	\$1,063,100	\$86,900	\$653,600	\$0	\$11,700	\$1,815,300	
Debt Service Funds	BOND (\$16,875,000)	2015 NOV	30	2015 2044	2016 2045	3.000	0.000000 0.000000	3.000000 3.000000	\$591,700	\$42,800	\$204,200	\$0	\$6,300	\$845,000	
Capital Project Funds	PERMANENT IMPROVEMENTS	2015 NOV	Cont	Cont	Cont	0.500	0.145401 0.113107	0.427299 0.443446	\$84,300	\$6,300	\$34,000	\$0	\$900	\$125,500	
										\$4,620,400	\$348,500	\$2,791,200	\$0	\$49,900	\$7,810,000

Inside Millage: 4.200 23.427312 Res/Ag
 Outside Millage: 36.800 24.446408 Other
 20 Mill Floor
 Res/Ag: 20.000013
 Other: 21.002962

01/11/2023 03:46:22 PM

Board of Education for the _____ School District

**RESOLUTION TO APPROVE ATTORNEY-CLIENT FEE CONTRACT
AND AUTHORIZE LITIGATION**

February 2023

WHEREAS, large social media companies have designed their products, services and platforms, and implemented algorithms in their programming, for the intended purpose and effect of addicting children and adolescents to their products, services and platforms, which have caused a youth mental health crisis and an increase in depression, eating disorders, suicide, and other mental and physical injuries; and

WHEREAS, the conduct of the social medial companies has created a public nuisance in the communities and specifically on school campuses, including in this school district, by targeting their products to adolescents and children, and causing worsening mental health and behavioral disorders including anxiety, depression, disordered eating and cyberbullying; making it more difficult to educate students; and forcing schools to take steps such as hiring additional mental health professionals, developing lesson plans about the effects of social media and providing additional training to teachers; and

WHEREAS, the law firms of Peters, Kalail & Markakis Co., LPA and Frantz Law Group, APLC (“Law Firms”) have offered to jointly represent the _____ School District in a potential mass tort and nuisance action against the social media companies to rectify and compensate schools in Ohio and other States for injuries, harms, and damages caused by their conduct (the “Lawsuit”); and

WHEREAS, the Law Firms have presented an Attorney-Client Fee Contract (“Agreement”) to represent the District in the Lawsuit, and a copy of the Agreement has been attached and is fully incorporated herein; and

WHEREAS, under the terms of the Agreement, if there is no recovery from the Lawsuit then the District shall be not be charged attorneys’ fees nor shall the District bear any costs or expenses.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Education of the _____ School District approves and enters into the Agreement with the Law Firms, and directs the Board President, Superintendent, and Treasurer to execute the Agreement and return the same to the Law Firms; and

BE IT FURTHER RESOLVED THAT it is hereby found and determined that all formal action of the Board of Education concerning and/or relating to the adoption of this Resolution was taken in an open meeting of this Board and that all deliberations of this Board and any of its committees

that resulted in such formal action were in meetings open to the public and conducted in compliance with all legal requirements, including Section 121.22 of the Revised Code; and

BE IT FURTHER RESOLVED THAT the Board of Education authorizes the Law Firms to file a complaint in the appropriate United States District Court(s) having jurisdiction over the Lawsuit; and

BE IT FURTHER RESOLVED THAT the Board of Education authorizes the Superintendent, Treasurer and other administrators and staff to provide reasonable assistance to the Law Firms to enable the handling of the Lawsuit.

_____ seconded the motion and, after discussion, a roll call was taken and the vote was as follows:

MOTION CARRIED.

Passed: February 2023

BOARD OF EDUCATION OF THE
_____ SCHOOL DISTRICT
_____ COUNTY, OHIO

Attest: _____

By: _____

CERTIFICATION OF TREASURER:

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of the _____ School District, held on February, 2023, showing the adoption of the Resolution hereinabove set forth.

Exhibit C
- 8 pages

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between _____ ("Client" or "District") and Frantz Law Group, APLC, and Peters Kalail & Markakis Co., L.P.A. (collectively referred to as "Attorneys" or "We") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates _____, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Jade Koller of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with Social Media litigation, including the preparation and filing of the District's individual action, ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client provided that such fee will be paid only by money recovered from Defendants with seventy-five percent (75%) to the Frantz Law Group and twenty-five percent (25%) to Peters Kalail & Markakis Co., L.P.A, for serving as local counsel to the District regarding the Action. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost or common benefit fees; the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery, however, any such award of Attorneys' fees shall be proportionately applied as a credit against Client's obligation to pay its portion of the contingency fee amount and shall not be retained by the Attorneys as a separate payment in addition to the contingency fee.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.

If Client and Attorney disagree as to the fair market value of any non- monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall School District general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other

similar items, incurred by Attorneys. Other costs and expenses include case management computer services, Document Management Services, case administration/accounting fees and costs, outside attorney services and other similar items. ATTORNEYS may find it necessary and/or in the CLIENT(S)' best interests to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees, but outside independent contractors. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or the California state court coordinated proceedings (JCCP's) and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in the same litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit fees," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation. Court orders generally have no bearing on the contractual relationship between our firm and your district and will not in any way reduce the amount of fees owed under this Agreement. Absent a court order to the contrary, the payment of a common benefit fee will not reduce the Attorney fees to be paid by Client under this agreement.

6. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

7. **DISCHARGE AND WITHDRAWAL.**

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.
8. **ARBITRATION OF DISPUTES:** ATTORNEY and CLIENT agree that should any Dispute arise between them, it must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") at the JAMS location closest to the Client or at another mutually acceptable location before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in at the JAMS location closest to the Client or at such other mutually acceptable location, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.
9. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

10. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.

11. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.

12. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The

District's case.

13. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by District and Attorneys.
14. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

Print Name:
Frantz Law Group, APLC

Dated: _____

Print Name:
Peters Kalail & Markaks Co., L.P.A.

Dated: _____

District Representative

Exhibit D
4 pages



Frantz Law Group
A Professional Law Corporation

Confidential Attorney-Client Communication

March 2, 2023

Chippewa Local School District
Todd Osborn
chip_superintendent@tccsa.net

Re: Settlement Offer for Government Entity Claims Against JUUL Labs, Inc. ("JLI")

Dear Chippewa Local School District:

We are pleased to inform you that pursuant to the confidential, global "Government Entity Settlement Agreement" with JUUL Labs, Inc. ("JLI"), Chippewa Local School District is eligible to receive a gross offer of **\$23,712.59** to resolve its Government Entity claims against JLI. From that amount, attorneys' fees, case costs, and the court-ordered Common Benefit Expense assessment will be deducted. In addition, any liens that may exist on the Settlement Funds must be satisfied and discharged before any Settlement Funds are released to Chippewa Local School District.

This gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court appointed Mediator. The accompanying "JUUL School District Allocation Approach" document describes in detail those factors and the allocation methodology. The accompanying "Final Allocation: School Districts and Regional Education Agencies" document provides further information regarding the objective factors used in the allocation.

Please note, as explained further in the enclosed, "Description of Confidential Settlement Agreement" document, the gross settlement offer amount set forth above does not include any portion of the Bonus Payment funds to which DISTRICT will ultimately be entitled. The Bonus Payment funds to which DISTRICT will ultimate be entitled. The Bonus Payment funds could result in additional total payment of as much as 8.1% of the gross settlement offer stated above.

You are free to accept or reject this settlement offer, but we strongly recommend that you accept it. We believe that this is a fair and reasonable settlement offer for your Government Entity claims against JLI given (a) significant uncertainties regarding JLI's solvency; (b) the JLI-related harm the Entity has suffered; and (c) the burdens, risks, uncertainties, time, and expense of continue litigation (expense that the entity would ultimately bear). In our opinion, this Settlement is the best opportunity to receive fair and reasonable compensation for your Government Entity claims in the foreseeable future. Based upon the knowledge and experience we have gained through our years of involvement in litigation against HJLI, we believe that settling now and received payment for your Government Entity claims is clearly in your best interest.

If you reject this settlement offer, your Government Entity claims against JLY will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately receiving nothing for your claims against this defendant.

If you choose to follow our recommendation and accept your Government Entity settlement offer, please carefully review all of the accompanying documents, and then do ALL of the following:

1. An individual authorized by law to enter into settlement agreements on behalf of the Government Entity should sign the accompanying "Government Entity Release of All Claims" ("Release")
2. That same authorized individual should sign this letter where indicated below

Please return BOTH signed documents as soon as possible. You must return ALL PAGES of BOTH documents so that the processing of your claim will not be delayed.

A. Effect of Signing the Release

Please keep in mind that by its authorized representative signing the Release, the Government Entity is agreeing to accept the settlement money offered by JLI through the Settlement Program and, in exchange, is giving up its right to a trial against JLI and the other Released Parties¹⁹. Of course, trial is risky because the Government Entity could win or lose its case. If the Entity goes to trial, the jury could award it more, less, or no money against JLI. In addition, even if the Entity is successful at trial, JLI always has the right to appeal any jury award. The appeal process may take anywhere from two to three years to complete and would result in additional costs and expenses in the Entity's case. Any money awarded by the jury would not be paid to the Entity until the appeal process is complete and only if a finding has been made in the Entity's favor. Further, an appeal could also result in a judgment in the Entity's favor being set aside entirely, or a new trial could be ordered, meaning that the entire time-consuming, risky, and expensive litigation process would start over again.

Please note that the Release is a full and final release of ALL claims the Government Entity currently has, or may have in the future, against JLI and the other Released Parties" "concerning and/or connected with JUUL Products and/or with any injury with JUUL Products." Please also note that, pursuant to the terms of the Release and the Settlement Agreement, the executed Release becomes effective concurrent with JLI's payment of the Initial Government Entity Settlement Amount described in the accompanying "Description of Confidential Settlement Agreement."

B. The Government Entity's Net Settlement Offer Amount

As indicated at the outset of this letter, the *net* settlement amount the Government Entity will receive will be the gross settlement amount after deductions for attorneys' fees, case

¹⁹ Paragraph 10 of the enclosed Release sets out all of the Release Parties.

costs, and the court-ordered Common Benefit Expense assessment. In addition, any liens that may exist on the Government Entity's Settlement Funds must be satisfied and discharged by the Government Entity before any Settlement Funds can be released to the Entity.

The Government Entity's gross settlement offer amount was determined by an allocation method and group of objective factors approved by the court-appointed Mediator. The accompanying "JUUL School District Allocation Approach" document and the "Final Allocation: Scholl Districts and Regional Education Agencies" document describe in detail those factors and the allocation methodology. Please feel free to contact us if you have any questions about how the settlement offer value of your Government Entity was determined.

C. When the Government Entity Should Expect to Receive Its Initial Settlement Payment

As explained in the accompanying "Description of Confidential Settlement Agreement," JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account will be paid within 45 days of the federal MDL Court's Final Approval of the proposed class action settlement against JLI involving economics loss claims by consumers who said they overpaid for JUUL's vaping products. In an Order issued on January 30, 2023, Judge Orrick scheduled for August 9, 2023, the Final Approval of the class action settlement, JLI's Initial Settlement Payment into the Government Entity Settlement Trust Account would be made sometime after September 25, 2023.

The best way to ensure that your Government Entity receives its initial settlement payment as quickly as possible is to promptly review, sign, and return the Release and this letter, after you carefully review all of the accompanying documents. We will keep you apprised of any developments that may affect the timing of Judge Orrick's grant of final approval of the class action settlement and, thus, the anticipated date of JLI's Initial Settlement Payment to Government Entities.

Again, if you choose to follow our strong recommendation and accept your Government Entity settlement offer, please have an authorized official sign BOTH the Release and this letter where indicated and return all pages to BOTH executed documents to us as soon as possible.

If you have questions about any aspects of this agreement Government Entity Settlement, this letter, the Release, or any of the accompanying documents, feel free to contact me at (855)-735-5945.

Sincerely,

Frantz Law Group

READ AND AGREED:

I am an official of the Government Entity on whose behalf I am acting and affirm that I am authorized by law to enter into settlement agreements on behalf of the Government Entity. I affirm that any and all processes required by law for me to enter into a settlement agreement on behalf of the Government Entity have been followed. I affirm that I have read and understand this letter, this Release, and the accompanying disclosure documents, and I am consenting on behalf of the Government Entity to the terms of the aggregate settlement and the settlement offer described in this letter, the Release, and the accompanying documents.

Todd Osborn

Printed Name

_____ Date

Chippewa Local School District Representative

Title within Government Entity

Signature

Memorandum of Understanding

This agreement is made and entered into by and between Goodwill Industries of Wayne and Holmes Counties, Inc. a Not-for-Profit Corporation located at 524 Palmer Street in Wooster Ohio and Chippewa Local Schools, Doylestown, Ohio.

1. **Implementation of Services:** Subject to the terms and conditions set forth in this agreement, Goodwill and School agree to provide those services detailed in this agreement.
2. **Agreement Period:** This agreement will be effective from July 1, 2023 through June 1, 2024 unless terminated by either party with thirty (30) days' notice.
3. **Cost and Delivery of Services:** Goodwill will use the Comprehensive Case Management and Employment Program (CCMEP TANF) and Workforce Innovation and Opportunity Act (CCMEP WIOA) funding for the provision of services. There will be no charges to participant, parent or guardian or school for the provision of these services. Goodwill and School will collaborate on assisting participants with signing the necessary paperwork to enter services with Goodwill. Wayne County Job and Family Services will determine TANF eligibility. Attachment I and II set forth the areas of service and the number of days per week Goodwill will provide to School.

Other services covered by Pathways to Success will be invoiced directly to Wayne County Department of Job and Family Services. Goodwill and School will collaborate on assisting participants with signing the necessary paperwork to enter into services with Goodwill. Attachment II sets forth the areas of service and number of days per week Goodwill staff will provide to School.

4. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Attachment I, Goodwill may subcontract (with the approval and written consent of WCDJFS prior to subcontracts being approved.) All such subcontracts shall be subject to the same terms, conditions, and covenants contained herein. No such contracts shall in any case release Goodwill of any liability under this agreement. Goodwill is responsible for making direct payment. Goodwill is also responsible for monitoring and evaluating and/all subcontracts within this agreement at least once during the agreement period.
5. **Safeguarding of Client Information:** Goodwill agrees that the disclosure of any information concerning eligible individuals for any purpose not directly related with the administration of School or Goodwill's responsibility with respect to the contracted service, is prohibited except upon the consent of the eligible individual or his/her responsible parent or guardian.
6. **Indemnity and Insurance:** Both parties agree to maintain liability insurance in the amount of at least one million dollars that will cover their own services to the operation and to hold the other

party, including but not limited to, Board members, staff, consultants, and volunteers harmless for any and all damages to persons and property which may occur under the discard of their respective duties under this contract.

7. **Amendment and Agreement:** The provider agreement may be amended at any time by a written amendment signed by both parties and with the approval of WCDJFS and submitted to School.
8. **Conflict Resolution:** The conflict resolution stipulation is in place to address issues or conflicts that may arise during the terms of the contract. Both parties agree to the following process for fair, orderly and prompt resolution of disagreements:

Goodwill and School agree to attempt to resolve issues initially on an informal basis; this can be by oral conversation or written communication between the involved staff. Goodwill and School agree to allow a 20-business day period to attempt to reach agreement. If the informal process does not resolve the issue, Goodwill and School agree to submit a written grievance by the Director/CEO of the other party. This grievance will also include the remedy sought. Both parties agree to allow 15 business days to attempt to resolve the situation. Both parties can agree to extend the timeliness of this dispute resolution process, enlist the assistance of WCDJFS for technical assistance to help resolve the situation or request mediation. All conflicts that cannot be resolved in an informal manner shall trigger notification to WCDJFS, whether assistance is needed by WCDJFS to resolve the conflict or not.

If an agreement cannot be reached through this process, either party may opt to end the contract and seek legal counsel.

9. **Governing Law:** This agreement and any modification, amendments, or alterations shall be governed, construed, and enforced under the laws of Ohio.
10. **Integration and Modification:** This instrument embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained within this agreement, this agreement shall supersede all previous communication, representations or contraction whether written or oral, between the parties to this agreement. The parties shall not modify this agreement in any manner except by an instrument in writing, executed by all parties to this agreement.

Attachment I

Description of Service

Goodwill Industries of Wayne and Holmes Counties, Inc.

Chippewa Local Schools hereby enters into an agreement with Goodwill Industries of Wayne and Holmes Counties, Inc. for the provision of the Pathways to Success Program.

Goodwill agrees to provide the following services to all referred clients:

1. One dedicated Case Manager.
2. The completion of a Comprehensive Case Management and Employment Program Assessment.
3. An Individual Opportunity/Career Plan with input from client and guardian (s).
4. Referrals to other services that may be applicable (mental health or other family services)
5. Life and Work Skills Training and Workshops – this includes but is not limited to; financial literacy, digital literacy, social interaction, decision making, customer service, interviewing, resume writing and career exploration.
6. Financial assistance with items necessary for the accomplishment of goals. This may include but is not limited to; permits, driving lessons, work clothing or uniforms, certain school related expenses.
7. Financial incentives for achievement of program milestones (TANF only)
8. Work experience opportunities for summer (TANF only)
9. Work experience opportunities during school year (WIOA eligible only)
10. Coordination with school system personnel and mental health counselors as applicable and appropriate.
11. Job placement and post placement retention services.

School agrees to:

1. Assist students and Goodwill with completing JFS Form 03002, WIOA Youth Program Eligibility Application.
2. Allow Goodwill to provide services to school students during the school year.
3. Refer youth to Goodwill's Pathways to Success Program.
4. Provide private office space to Goodwill staff.
5. Provide access to the Internet, copier and printer as needed.

Goodwill and School agree to:

1. Develop a referral process that is confidential and is timely based on the student's need.
2. Collaborate with one another to ensure the success of all students that participate in the program.
3. Maintain open communications, as permitted through signed releases and ethical practices.
4. Work together to assist participants getting parents in to sign necessary paperwork.

Attachment II
Location and Hours of Service
Goodwill Industries of Wayne and Holmes Counties

Goodwill of Wayne and Holmes Counties, Inc. agrees to provide services identified in Attachment I as follows:

Staff

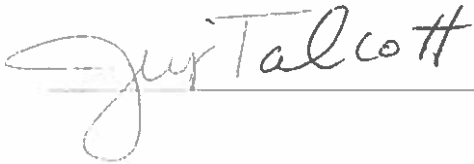
One Goodwill Case Manager will work at Chippewa High School.

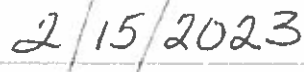
Hours of Service

Case Manager will be on site at least 1 day. (Not on Thursday)

Judy Talcott, President
Goodwill Industries of Wayne and Holmes Counties
1034 Nold Avenue
Wooster, Ohio
44691

(Date)

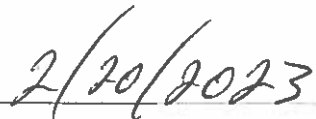




Chippewa Local School District
56 Portage St.
Doylestown, Ohio
44230

(Date)





2024/2025 CALENDAR(draft C-2) Exhibit F

Aug						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 14 NEW TEACHER ORIENTATION
- 15 TEACHER PROF. DAY
- 16 TEACHER WORK DAY
- 19 CONVOCAATION DAY
- 20 **FIRST DAY FOR STUDENTS**

Feb						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

- 14 **TEACHER PROF DAY**
- NO SCHOOL - JR/SR HS HH/CIS - IN SESSION**
- 17 **PRESIDENT'S DAY**

Sep						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 **LABOR DAY**
- 9 **FAIR DAY**

Mar						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 14 **NO SCHOOL**

Oct						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Apr						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 14-18 **SPRING BREAK**

Nov						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 1 **TEACHER PROF DAY - NO SCHOOL - HH & CIS JR/SR/HS-IN SESSION**
- 23-29 **THANKSGIVING BREAK**

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 26 **MEMORIAL DAY**
- 29 **LAST DAY STUDENTS**
- 29 **94 DAYS - 2ND SEMESTER**
- 30 **LAST DAY TEACHERS**

Dec						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 2 **THANKSGIVING BREAK**
- 20 **82 DAYS - 1ST SEMESTER**
- 23-31 **CHRISTMAS BREAK**
- NO SCHOOL**

Jan						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 1-3 **NEW YEAR'S BREAK**
- NO SCHOOL**
- 20 **ML KING DAY**
- NO SCHOOL**

- 2 **CONFERENCE DAYS**
- 3 **TEACHER PROF DAYS**
- 2 **TEACHER WORK DAYS**
- 1 **CONVOCAATION DAY**
- 176 **WITH STUDENTS**
- 184 **STAFF DAYS**

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

PARTIES

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

SHARED VISION FOR BEHAVIORAL HEALTH IN SCHOOLS

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

SHARED MISSION FOR BEHAVIORAL HEALTH IN SCHOOLS

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

FUNCTIONS TO BE CARRIED OUT TO ACHIEVE THE VISION AND MISSION

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

STRUCTURE FOR CARRYING OUT THE FUNCTIONS

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

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

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

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

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

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

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

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

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

- A. Hazel Harvey Elementary School (5 days)
- B. Chippewa Intermediate School (3 days)
- C. Chippewa Junior/Senior High School (2 days)
- D. Additional Case Management Support (5 days)

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

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

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

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

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

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

Program Evaluation Responsibilities: In order to assure that we are having a positive and significant impact on children, youth, and families, ACP will collect information to assess the utilization of services

and their quality as a basis for revising and improving the program at regular intervals. School staff (administrators and teachers), families, and students will be asked to participate on a regular basis in these evaluations. In addition, schools will be asked to share school-level data (e.g., attendance records, disciplinary actions, grades) so that we can assess impact on achievement and school behavior. Results will be shared with schools.

LEGAL CONSIDERATIONS

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

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

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

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

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

TERMS OF THE AGREEMENT

This agreement shall be for a period of one year beginning on August 1, 2022 and ending July 30, 2023. Revision of this agreement may be initiated by either party as needs develop.

PURCHASED SERVICES

In agreeing to provide up to \$62,795.60 in support of the services of this MOU, CLS will receive an increase in staff coverage and consumer services. The approximate total cost for this service array is \$183,480, of which CLS will provide up to \$62,795.60 funding. The remaining costs (\$120,684.40) will be funding through ACP billing of 3rd parties (not students) for additional services provided.

TERMINATION CLAUSE

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

I Todd S. Osb (signature of Chippewa Local Schools representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of accepting the services of Anazao Community Partners' Behavioral Health Clinicians in Chippewa Local Schools. 2022-2023 School Year. 3/7/2023 (date)

I [Signature] (signature of Anazao Community Partners representative) have read the above and agree to follow the program procedures and expectations as defined herein as a condition of providing behavioral health services with Behavioral Health Clinicians in Chippewa Local Schools. 3/7/23 (date)

