

**ELMWOOD LOCAL SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting – Monday, June 27, 2022 / 5:30 p.m.
Elmwood Schools Auditoria
Bloomdale, Ohio 44817**

Board minutes are not official until approved at the July 2022 Board of Education meeting.

Roll: Time 5:32 pm

Mrs. Davis	Yes
Mr. King	Yes
Mr. Lee	Yes
Mr. Pennington	Yes
Mrs. Reynolds	Yes

Call to Order

At this time, meeting was called to order.

Pledge of Allegiance

119-22

Acceptance of Minutes of Previous Meeting:

- Regular Meeting, May 9, 2022
- Special Meeting, May 19, 2022

Motion by Mrs. Davis Seconded by Mr. Lee

***Mr. Lee Yes Mrs. Reynolds Yes Mr. King Yes
Mrs. Davis Yes Mr. Pennington Yes***

Adjustment of Proposed Agenda for Tonight's Meeting

Superintendent Borton made any changes to the agenda at this time.

Superintendent's Recognition and Updates

- Presentation

Hearing of the Public

Brandon Morgart – Volleyball, asking for update

Ann Schreiner – Fireworks, looking for donations

Lisa Palmer – Food Pantry, looking for donations

TREASURER'S REPORTS

Financial

120-22

It is recommended that the financial statements for the month of May be approved as presented by the Treasurer.

Motion by Mrs. Davis Seconded by Mr. Pennington

***Mr. King Yes Mr. Pennington Yes Mrs. Reynolds Yes
Mr. Lee Yes Mrs. Davis Yes***

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121-22

It is recommended to approve the Annual Appropriations for FY2023. (Exhibit A)

Motion by Mr. Lee Seconded by Mr. Pennington

***Mr. King Yes Mrs. Davis Yes Mr. Pennington Yes
Mrs. Reynolds Yes Mr. Lee Yes***

122-22

It is recommended to approve the following supplemental appropriations for FY2022:

003	Permanent Improvement	\$86,818.96	Increase
006	Food Service	\$60,204.59	Increase
451	Data Communication Fund	\$ 5,400.00	Decrease
599	Miscellaneous Fed. Grant Fund	\$ 5,400.00	Increase

Motion by Mr. Lee Seconded by Mrs. Davis

***Mrs. Reynolds Yes Mrs. Davis Yes Mr. King Yes
Mr. Lee Yes Mr. Pennington Yes***

123-22

It is recommended to transfer money from the 001 General Fund to:

035 Termination Benefits Fund \$ 20,000.00

Motion by Mr. Pennington Seconded by Mr. Lee

***Mr. King Yes Mrs. Reynolds Yes Mr. Pennington Yes
Mrs. Davis Yes Mr. Lee Yes***

124-22

It is recommended to approve the following District-Support Organizations for the 2022-2023 school year per Board Policy 9211:

Elmwood Athletic Boosters
Elmwood Elementary PTO
Elmwood FFA Alumni
Elmwood Music Boosters

Motion by Mrs. Davis Seconded by Mr. Lee

***Mrs. Davis Yes Mr. Pennington Yes Mr. King Yes
Mr. Lee Yes Mrs. Reynolds Yes***

SUPERINTENDENT'S RECOMMENDATIONS & REPORTS

125-22

Consent Agenda

a) It is recommended that the following overnight trips be approved.

<u>Group</u>	<u>Date</u>	<u>Location</u>	<u>Purpose</u>
5 th Grade	April 19-21, 2023	Heartland Outdoor Environmental School Marengo, OH	Educational Camp

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125-22 continued

b) It is recommended that the following donations be accepted:

<u>Donator</u>	<u>Recipient</u>	<u>Item/Amount</u>
NWO Basketball Program	Elmwood Boys Basketball	\$ 7000.00
Portage Center Arbor Gleaners	Elmwood Elementary Library	\$200.00 value in books
Anonymous Donor	Elmwood Elementary Library	\$115.00 value in books written by Ronda Friend (May 2022 visiting author)

c) It is recommended that the Board authorize continued membership in the Ohio High School Athletic Association for the High School and Middle School for the 2022-2023 school year. In authorizing this, it is agreed that these schools will conduct their athletic programs in accordance with the constitution, bylaws, regulations, interpretations, and decisions of the Ohio High School Athletic Association. There is a membership fee of \$50 per sport. (Elmwood has 13 sports)

d) It is recommended that the Student Athlete Code of Conduct be approved for the 2022-2023 school year. [Complete document can be seen upon request] (Exhibit B)

e) It is recommended that the Member Service Agreement with the Northern Ohio Educational Computer Association (NOECA), effective July 1, 2022 – June 30, 2023, be approved.

Motion by Mrs. Davis Seconded by Mr. Pennington

***Mr. Lee Yes Mr. King Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mr. Pennington Yes***

Action Agenda

126-22

It is recommended that the following resignations be accepted.

Lori Wickard – Elementary Aide – effective June 1, 2022
Kyle Reiser – Head Baseball Coach – effective June 1, 2022
Katie Bryant – HS Counselor – effective at end of the 2021-2022 school year contract

Motion by Mrs. Davis Seconded by Mr. Lee

***Mr. Pennington Yes Mr. Lee Yes Mrs. Reynolds Yes
Mr. King Yes Mrs. Davis Yes***

127-22

It is recommended that course fees for the 2022-2023 school year be approved. (Exhibit C)

Motion by Mr. Lee Seconded by Mr. Pennington

***Mrs. Davis Yes Mrs. Reynolds Yes Mr. Lee Yes
Mr. Pennington Yes Mr. King Yes***

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128-22

It is recommended that the following district supplemental contracts be approved for the 2022-2023 school year. (Exhibit D)

Motion by Mr. Pennington Seconded by Mrs. Davis

***Mrs. Davis Yes Mr. Lee Yes Mrs. Reynolds Yes
Mr. Pennington Yes Mr. King Yes***

129-22

It is recommended that the following academic/athletic supplemental contracts be approved for the 2022-2023 school year. (Exhibit E)

Motion by Mrs. Davis Seconded by Mr. Lee

***Mr. Pennington Yes Mrs. Reynolds Yes Mr. Lee Yes
Mr. King Yes Mrs. Davis Yes***

130-22

It is recommended to adopt the Substitute Salary Schedule for FY2023. (Exhibit F)

Motion by Mr. Lee Seconded by Mrs. Davis

***Mrs. Reynolds Yes Mr. Pennington Yes Mrs. Davis Yes
Mr. Lee Yes Mr. King Yes***

131-22

It is recommended that the proposal for services between Life Path (an Employer Services by Independence Health) / Wood County Hospital and the Elmwood Local School District for a School Nurse be approved for the 2022-2023 school year, for \$97,650.00 (Exhibit G)

Motion by Mr. Lee Seconded by Mr. Pennington

***Mr. King Yes Mr. Pennington Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mr. Lee Yes***

132-22

It is recommended to approve the continuation of the contract with CRC (Children's Resource Center) to provide 1.6 full-time equivalent mental health professionals for the 2022-2023 school year for \$22,034.25, paid with student wellness and success funds.

Motion by Mrs. Davis Seconded by Mr. Pennington

***Mr. Lee Yes Mrs. Davis Yes Mr. King Yes
Mr. Pennington Yes Mrs. Reynolds Yes***

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133-22

It is recommended that the following expenditures be approved:

<u>Company</u>	<u>Purpose</u>	<u>Amount</u>
Morlock Asphalt	Change Order for Parking Lot	\$50,260.00
Strategic Solutions	Scanning School Records	\$30,192.00

Motion by Mr. Pennington Seconded by Mr. Lee

***Mr. Pennington Yes Mr. Lee Yes Mrs. Reynolds Yes
 Mr. King Yes Mrs. Davis Yes***

134-22

It is recommended that the following individuals be issued a One Year, as needed, classified contract, effective July 1, 2022 - June 30, 2023, pending BCII/FBI and licensure if applicable.

<u>Name</u>	<u>Building</u>	<u>Tentative Placement</u>	<u>Step/Rate</u>
Jaime Hawkins	Elementary	Student Attendant	Step 0
Joe Wright	District	Grounds Mowing	\$10.00 per hr
Kim Garner	Com. Ctr.	Fitness Center Attend. Sub	\$10.00 per hr
Brooke Rosendale	Com. Ctr.	Fitness Center Attend. Sub	\$10.00 per hr
Christina Schreiner	Com. Ctr.	Fitness Center Attend. Sub	\$10.00 per hr

Motion by Mrs. Davis Seconded by Mr. Lee

***Mrs. Reynolds Yes Mr. Pennington Yes Mr. King Yes
 Mrs. Davis Yes Mr. Lee Yes***

135-22

It is recommended that the following individuals be issued a Two Year, as needed, classified contract effective July 1, 2022– June 30, 2024, pending BCII/FBI and licensure if applicable.

<u>Name</u>	<u>Building</u>	<u>Tentative Placement</u>	<u>Step/Rate</u>
Tammy Mathias	Middle School	Monitoring Aide	Step 1
Jennifer Artressia	High School	Aide/Attendant	Step 2
Jasmine Gibson	High School	Aide/Attendant	Step 1
Susan Bloom	Elementary	Aide/Attendant	Step 1
Lynn Brown	Elementary	Aide/Attendant	Step 4
Robyn Casey	Elementary	Aide/Attendant	Step 5
Shelley Garner	Elementary	Aide/Attendant	Step 1
Jamie Gostnell	Elementary	Aide/Attendant	Step 7
Jenifer Holcombe	Elementary	Aide/Attendant	Step 7
LeeAnna Martinez	Elementary	Aide/Attendant	Step 1
Chelsea Nungester	Elementary	Aide/Attendant	Step 2
Samantha Peters	Elementary	Aide/Attendant	Step 3
Kim Sanders	Elementary	Aide/Attendant	Step 6
Amber Seedorf	Elementary	Aide/Attendant	Step 3
Rebecca Torres	Elementary	Aide/Attendant	Step 4
Ashley Weasner	Elementary	Aide/Attendant	Step 1
Michelle Weaver	Elementary	Aide/Attendant	Step 5
Sandra Laborie	Middle School	Library Aide	Step 5

Motion by Mr. Lee Seconded by Mrs. Davis

***Mr. Lee Yes Mr. King Yes Mrs. Davis Yes
 Mr. Pennington Yes Mrs. Reynolds Yes***

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136-22

It is recommended that the following individual be hired for a certified position for the 2022-2023 school year as indicated below, pending BCII/FBI and verification of employment, certification/licensure, and transcripts.

<u>Name</u>	<u>Tentative Placement</u>	<u>Contract</u>	<u>Column/Step</u>
Kyle Hackenburg	HS Counselor	One-Year Limited 2022-2023	M30/10
Kyle Hackenburg	HS Counselor	District Supplemental 2022-2023	20 extended days

Motion by Mr. Lee Seconded by Mrs. Davis

***Mr. King Yes Mrs. Davis Yes Mr. Lee Yes
Mrs. Reynolds Yes Mr. Pennington Yes***

137-22

It is recommended to amend the 2021-2022 Wood County ESC Menu of Services to now include Summer Teacher Services for Extended School Year Services for MD students.

Motion by Mr. Lee Seconded by Mr. Pennington

***Mr. Pennington Yes Mrs. Reynolds Yes Mrs. Davis Yes
Mr. Lee Yes Mr. King Yes***

138-22

A motion was made to hire Krissy King as Head Volleyball Coach.

Motion by Mr. Lee Seconded by Mr. King

***Mr. Lee Yes Mr. King Yes Mrs. Reynolds No
Mrs. Davis No Mr. Pennington No***

Motion Failed

Building Reports

High School

- Congratulations to Mr. Eric Poffenbaugh whose Project Lead the Way engineering program has been nationally recognized again this year. We are 1 of only 26 in Ohio to be recognized, and 1 of only 191 recognized nationwide!
- Congratulations to senior Jaydon Jenkins who won 4 OHSAA State Championships at the State meet! Jaydon was the state champion in the seated shot put, 100, 400, and 800. He finished his incredible high school career with 8 state championships.
- Congratulations to junior Anna Barber who earned her place on the All-Ohio wall with a 6th place finish in the state discus!
- Congratulations to our three longtime head coaches who retired after this season...Doug Reynolds, Matt Hoiles, and Kyle Reiser!
- Graduation was held on May 22nd. 93 graduates were awarded diplomas.
- Underclassmen exams were given on May 26th and 27th.
- Preparations are underway for the 2022-23 school year!

Middle School

- We had 69% of our students earn the right to be listed on the honor rolls for the fourth nine weeks. This speaks volumes regarding our students, families, and staff.
- The NBC track championships were held at Fostoria on Friday May 13th. Our girls team finished NBC Runner-ups and the boys placed 6th.
 - Placers in the Top 4 were:
 - Keri Ervin- 2nd in girls shot put
 - Karley Crum- 3rd in girls shot put
 - Faith Morgart- 4th in girls long jump

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Building Reports

Middle School – continued

Selina Deal- NBC Champion in girls high jump
Janessa Childress, Mackenzie Laird, Grade Morgart, and Maia Mankin- NBC
Champions in girls 4 x 800 relay
Dylan Armentrout, Owen Traxler, John Edwards, and Gavin Minich 2nd in boys
4 x 800 relay
Selina Deal - 2nd girls 100 meter hurdles
Ella Strausbaugh 3rd girls 100 meter hurdles
Gavin Minich 2nd in 1600 meter run
Allie Hoffman, Ella Strausbaugh, Olivia Doogs, and Heavenlie Newsome- 3rd in
4x100 relay
Eleanor Wise 3rd in 400 meter dash
Allie Hoffman, Eleanor Wise, Kendall Davie, and Faith Morgart- 3rd in 4 x 200
relay
Selina Deal- 2nd in girls 200 meter hurdles
Grace Morgart- 3rd in 800 meter run
Heavenlie Newsome- 4th in 200 meter dash
Janessa Childress, Grace Morgart, Mckenzie Laird, and Maia Mankin 2nd in 4 x
400 relay
Gavin Minich, Dylan Armentrout, john Edwards, and Owen Traxler 3rd in 4 x
400 relay.

- Field/awards day took place on the last day of school, Friday May 27th.
- Staff workday and checkout was Tuesday May 31st during which a small ceremony was held to honor the career of Mr. Doug Reynolds who is now retired.
- Preparations for the next school year are underway
- Our successfully-implemented new bell schedule for 7th and 8th graders this past school year, will now allow us to possibly start offering some HS classes to some 8th grade students for the upcoming school year.

Elementary

- The end-of-year activities such as Kindergarten Graduation, Awards Assembly, Hawaii Day, and Field Day, were all a success. A big thank you to everyone that helped organize the events.
- Author, Ronda Friend visited the elementary in May. She shared stories about her life experiences and the books that she has written.

Legislative Update

Substitute bill passed, more information coming for arming staff bill, levy bill changes wording more confusion

Committee Reports

Athletic Booster – next meeting August 10, 2022

Board Member Comments

The next regular Board meeting is scheduled for Monday, July 11, 2022 at 5:30 pm in the Elmwood Schools Auditoria.

139-22

Adjournment – Time 6:35 pm

Motion by Mrs. Davis Seconded by Mr. Lee

Mr. King Yes Mr. Pennington Yes Mrs. Davis Yes
Mrs. Reynolds Yes Mr. Lee Yes

EXHIBIT A

ANNUAL APPROPRIATION RESOLUTION
CITY, EXEMPTED VILLAGE, JOINT VOCATIONAL OR LOCAL BOARD OF EDUCATION

Revised Code, Section 5705.38

The Board of Education of the Elmwood Local School District, Wood County, Ohio, met in regular session on the 27th day of June 2022 in the Elmwood auditorium with the following members present:

Mrs. Melanie Davis
Mr. Brian King
Mr. Ryan Lee
Mr. Jeremie Pennington
Mrs. Debora Reynolds

_____ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Elmwood Local School District, Wood County, Ohio that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year ending June 30, 2023, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

001 GENERAL	\$ 17,320,200.00
002 BOND RETIREMENT	\$ 271,188.00
003 PERMANENT IMPROVEMENT	\$ 252,100.00
006 FOOD SERVICE	\$ 558,500.00
007 SPECIAL TRUST	\$ 19,550.00
008 ENDOWMENT	\$ 500.00
018 PUBLIC SCHOOL SUPPORT	\$ 20,650.00
019 OTHER GRANT	\$ 6,500.00
022 DISTRICT CUSTODIAL	\$ 3,500.00
034 CLASSROOM FACILITIES MAINT.	\$ 130,000.00
035 TERMINATION BENEFITS - HB426	\$ 159,775.00
200 STUDENT MANAGED ACTIVITY	\$ 224,600.00
300 DISTRICT MANAGED ACTIVITY	\$ 293,395.00
439 PUBLIC SCHOOL PRESCHOOL	\$ 109,901.30
451 DATA COMMUNICATION FUND	\$ 5,400.00
461 VOCATIONAL EDUC. ENHANCEMENTS	\$ 3,911.19
467 STUDENT WELLNESS AND SUCCESS FUND	\$ 367,670.00
507 ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND	\$ 524,987.91
516 IDEA PART B GRANTS	\$ 265,219.79
572 TITLE I DISADVANTAGED CHILDREN	\$ 114,587.32
584 TITLE IV STUDENT SUPPORT AND ACADEMIC ENRICHMENT	\$ 26,386.70
587 IDEA PRESCHOOL-HANDICAPPED	\$ 12,822.30
599 MISCELLANEOUS FED. GRANT FUND	\$ 6,626.33
Grand Total All Funds	\$ 20,686,079.83

EXHIBIT A

_____ seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mrs. Melanie Davis	___ Yes	___ No
Mr. Jeremie Pennington	___ Yes	___ No
Mr. Brian King	___ Yes	___ No
Mr. Ryan Lee	___ Yes	___ No
Mrs. Debora Reynolds	___ Yes	___ No

CERTIFICATE

Section 5705.39, R.C.— "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate." When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure.

The State of Ohio Wood County, ss.

I, Jenalee Niese, Treasurer of the Board of Education of the Elmwood Local School District in said County, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature, this 27th day of June, 2022.

_____, Treasurer of the Board of Education of the Elmwood Local School District Wood County, Ohio.

EXHIBIT A

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EXHIBIT B

****This rewrite of the drug testing policy was done in conjunction with Great Lakes BioMedical and their owner Kyle Pruetér. Our goal was to make our policy and procedures more efficient, more consistent, and increase the privacy of our drug testing system for our in-season athletes.**

DRUG TESTING POLICY
Elmwood Local Schools, Grades 9-12

The Elmwood Board of Education Drug Testing Policy was formed because of a concern that alcohol and illicit drugs may be used by Elmwood High School students. The Elmwood Board of Education desires to implement a policy which will attempt to provide this district with a safe and healthful student program. This policy reflects the Elmwood Board of Education and the community's strong commitment to establish a truly drug and alcohol free school program. Elmwood Local Schools has selected student athletes, in grades 9-12 and students who, along with consent from their parents, volunteer to be tested for inclusion in the testing pool. This policy was created in conjunction with Great Lakes BioMedical.

PURPOSE OF THIS POLICY SHALL BE:

1. To provide a healthy and safe environment to all students participating in the athletic program.
2. To discourage all students from using drugs, alcohol, and tobacco.
 - a. Student athletes will assume all responsibility for regulating their personal lives in ways that will result in their becoming healthful members of a team and worthy representatives of the school and community.
3. To provide student athletes with the opportunity to become leaders in the student body for a drug free school.
4. To provide solutions for the student athlete who does use drugs, alcohol, and/or tobacco.
5. To provide the school with positive guidelines and disciplinary policies for violations of the drug free policy.
6. To encourage those students who participate in athletic programs to remain drug free and alcohol free.

DEFINITIONS

1. **STUDENT ATHLETE**
Any person participating in the Elmwood Middle and High School athletic program and/or contests under the control and jurisdiction of the Elmwood Local Schools and/or the Ohio High School Athletic Association (OHSAA). This policy also includes cheerleaders.
2. **ATHLETIC SEASON**
In-season start dates will begin as published by the Ohio High School Athletic Association or sanctioning organization and continue until the completion of contests for

an individual in that sport for the Elmwood Local Schools. There are three athletic seasons: Fall, Winter, and Spring.

3. **RANDOM SELECTION**
A system of selecting athletes for drug and alcohol testing in which each athlete shall have a fair and equitable chance of being selected each time selections are required.
4. **ILLEGAL/ILLICIT DRUGS**
Any substance included in U.S.C. 802 (6), which an individual may not sell, offer to sell, possess, give, exchange, use, distribute, or purchase under State or Federal Law. This definition also includes all prescribed and over-the-counter drugs being used in any way other than for medical purposes in accordance with the directions for use provided for in the prescription or by the manufacturer. We may also test for Nicotine and Steroids. Additionally tobacco products and steroids are prohibited under this section.
5. **ALCOHOL**
Any intoxicating liquor, beer, wine, mixed beverage, or malt liquor beverage as defined in the Ohio Revised Code Section 4301.01. The term "alcoholic beverage" includes any liquid or substance, such as "near beer" which contains alcohol in any proportion or percentage. The term "alcoholic beverage" does not include a substance used for medical purposes in accordance with directions for use provided in a prescription or by the manufacturer and in accordance with school district policy and rules related to the use of prescription and non-prescription drugs, provided the substance is a) authorized by a medical prescription from a licensed physician and kept in the original container, which shall state the student's name and directions for use or b) an over-the-counter medicine.

TYPES OF TESTING

1. RANDOM TESTING

In-session random testing shall be done throughout the season. The Athletic Director and Head Coach are responsible for ensuring that all student athletes and their parent/guardian/custodian properly e-sign the INFORMED CONSENT AGREEMENT on Final Forms prior to testing. A student may be tested more than once per season. In the event of a non-negative result, the specimen will be sent to a laboratory for confirmation of results and a certified Medical Review Officer will determine the results. At the conclusion of a random test, parents will be notified via e-mail that their student has been tested. Parents will be notified in the event of a positive test result by the drug testing company. Once parents have been notified of a positive result, the Athletic Director will then proceed with enacting the consequence for violation of the Code of Conduct.

- a. Random selection of student athletes:
The Athletic Director will send a list of the names of in-season athletes to the drug testing company at the beginning of each season. The drug testing company will randomly generate a list of names to be tested for each scheduled testing date. This list will be sent

EXHIBIT B

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to the Athletic Director. Athletes who are not in attendance at school the day of the test, have completed their contests for the season, and athletes who are injured and out for the season (as documented by the head coach) will be removed from the testing list by the athletic director. If a student(s) is removed from the list, the next student(s) on the alternate list will be moved up to the random list.

b. **Scheduling of random testing:**

Random testing will be unannounced. The days and dates will be selected by the Athletic Director at the beginning of each season, and confirmed with the Principal and Secretary.

2. DRUGS FOR WHICH ATHLETES MAY BE TESTED:

LSD, Alcohol, Marijuana, Amphetamines, Methadone, Anabolic Steroids, Methaqualone, Barbiturates, Nicotine (Tobacco), Benzodiazepines, Opiates, Cocaine, Propoxyphene (Darvon), or Any substance included in U.S.C. 802 (6), which an individual may not sell, offer to sell, possess, give, exchange, use, distribute, or purchase under State or Federal Law. This definition also includes all prescribed and over-the-counter drugs being used in any way other than for medical purposes in accordance with the directions for use provided for in the prescription or by the manufacturer.

3. COLLECTION PROCESS (Urine Screens)

The student will be notified to report to the collection site at the time of testing. Students will be contacted individually to report to the collection site. The student will report directly to the high school office upon notification at the specified time. A specimen from the student will be collected as follows and all students must follow this process:

All students will be identified by the Athletic Director, or designated school personnel in the absence of the Athletic Director. The students will be placed in a secure area until they are called back to the testing area by the drug testing company technician.

The drug testing area must be secured during the testing by the lab technician. The location of the testing area may vary, but the ideal location for testing will be the Athletic Director's office and adjacent bathroom facility. Students not being immediately tested will be stationed in a secure area in the back office area.

Only the lab technician, student, and the Athletic Director (or designated school personnel) may be witness to the test.

Privacy must be kept for all students. The Athletic Director and lab technician share this responsibility to keep the area secure.

The Athletic Director and Head Coach are responsible for ensuring that all of the forms are completed and e-signed by both parent/guardian/custodian and student. No student is to enter the collection site until forms, and proper identification has been completed.

When students arrive and cannot give a sample, they will need to start drinking water, pop or juice. (Urine test)

No bags, backpacks, purses, cups, containers or drinks will be allowed to enter the collection area. All coats, vests, jackets, sweaters, hats, scarves or baggy clothing must be removed before entering the collection site. Any infringement of the rules may result in the student taking the test over.

Students processed by the lab technician who cannot produce a sample will be kept in a secured area to wait until they can test. If they leave this area they will not be allowed to test. They should not leave the secured area until they have produced a sample. If a student is unable to produce a sample, the lab technician may obtain a sample by other means, such as, but not limited to, a swab or hair sample. This is the responsibility of the lab technician.

Students will be asked to hold out their hands and a sanitizer will be put on their hands. The bathroom personnel will add a dye to the toilet. This will be checked after each student test.

Students will be asked to urinate directly into the collection cup given to them by the lab personnel. The lab technician will stand outside the bathroom and listen for normal sounds of urination.

Any and all adulteration of the specimen will be detected and considered the same as a test refusal or 1st time infraction. (The lab checks every sample for adulteration, such as additives you drink or add to urine to change the sample.)

Adulterations: We will treat adulterations and diluted samples as first time offenses. They are not called positives but have the same consequences. Any suspicion of tampering with the sample will be brought to the tester's attention. The sample will be sent to the lab for immediate confirmation of tampering.

The sample must be taken in one attempt and be at least 30 ml in size. The student must hand the cup to the lab technician.

Students are not to flush the toilets or urinals. In the event that a student flushes the toilet he or she may be required to give a new sample immediately or the sample may be invalid.

Either the student or the lab technician will recap the sample. In the event that the student does not hand the cup directly to the lab technician, the sample may be invalid and a new sample must be taken. If the student leaves the collection area or has contact with anyone, the sample may be invalid and the student may have to give another sample.

EXHIBIT B continued

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This collection procedure is subject to change because of procedural requirements by the testing agency. Any policy changes to this procedure will be reported to parents by the athletic director after being informed by the drug testing company.

When using rapid screens, all non-negative screens will be sent out with a chain of custody to a certified laboratory for confirmation. A Certified Medical Review Officer will verify if it is a positive test.

4. RESULTS OF A POSITIVE TEST

As previously stated, any positive urine drug test results will be made known to the parent by the drug testing company. The drug testing company will then share the positive result with the Athletic Director who can administer the consequence of the Code of Conduct.

Additional Code of Conduct updates...

A student enrolled in the first grading period after advancement from the eighth to ninth grade must have passed ~~five~~ four courses in the preceding grading period in which the student was enrolled and those grades must, when combined, generate a grade point average of at least 1.50 on a four (4) point (4.00) scale.

A student in grade 7-8 must have received passing grades in ~~five~~ four courses in the preceding grading period in which the student was enrolled and those grades must, when combined, generate a grade point average of at least 1.50 on a four (4) point (4.00) scale.

Any student who drops from or quits an athletic squad after the first regular season contest is ineligible to participate in another sport until the previous sport is completed, unless the switch is given consent by both head coaches involved. If consent is not given, the athlete will not be permitted to participate in the other sport. ~~If the athlete quits before the first contest they may only switch if consent is given by both coaches involved.~~

As a matter of respect to the coach and the other members of the team, an athlete is expected to attend the awards program. ~~If an athlete cannot attend the program he/she must inform the Head Coach in writing prior to the day of the program or he/she will not be eligible to receive any awards.~~

1. Wednesday practices ~~and contests~~, in accordance with Board Policy, shall conclude as nearly as possible to 6:30 p.m., unless otherwise approved by the Principal.
- An athlete will not engage in criminal activity or violations of civil and criminal law. Recognizing the varying degree of severity of violations (misdemeanors vs. felonies), consequences for involvement could range from the consequences described in the code of conduct to denial of participation. Consultation between the coach, athletic director

and the principal will take place before the denial of participation. Any student athlete in attendance at a site where illegal activity is taking place must leave that site immediately. Failure to do so will result in a violation of the athletic code of conduct and the athlete will be assessed the corresponding consequence per this document. Illegal substance violations will be treated the same as a failed drug test. In addition, any student attempting to assist another in falsifying a drug test will be subject to a violation. ~~Recognizing the varying degrees of severity of violations (misdemeanors vs. felonies), consequences for involvement may result in minor reprimands to the denial of participation of up to a school year.~~

EXHIBIT B continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

ELMWOOD BOARD OF EDUCATION
June 27, 2022

EXHIBIT C

EXHIBIT C

ELMWOOD HIGH SCHOOL
2022-2023

Class	Fee
Spanish 1	\$4.00
Spanish 2	\$4.00
Spanish 3	\$4.00
Spanish 4	\$4.00
Eng 9	\$12.00
Eng 9 Mod	\$12.00
Eng 10	\$8.00
Adv. Eng 10	\$12.00
Eng 11	\$11.00
Adv. Eng 11	\$11.00
Eng 12	\$8.00
Adv. Eng 12	\$8.00
Senior History	\$0.00
World Hist	\$3.00
Adv. World History	\$3.00
American History	\$0.00
Adv Am History	\$10.00
Am Government	\$0.00
AP Calculus	\$0.00
Physical Science	\$7.50
Enviro Sustain	\$20.00
Biology	\$8.00
Chem	\$12.00
Adv chem	\$12.00
Bio 2	\$10.00
Anatomy	\$40.00
Physics	\$12.00
Biodiversity	\$20.00
Student Handbook	\$7.00
Freshman Dues	\$10.00
Sophomore Dues	\$10.00
Junior Class Dues	\$20.00
Senior Class dues	\$15.00
Parking Permit	\$2.00

Class	Fee
Computer Apps	\$10.00
Computer Concepts	\$10.00
Computer Fundm	\$10.00
Acct. Fundamenta	\$5.00
Comp Hardware	\$15.00
Pers Business/Finance	\$0.00
Adv. Accounting	\$5.00
Yearbook	\$10.00
Int. Media	\$5.00
Fund. of Computing	\$10.00
Intro to Digital Photo	\$5.00
FFA Leadership	\$0.00
FFA Dues	\$17.50
Princ. Of Foods	\$25.00
Personal Wellness	\$0.00
Child Development	\$10.00
Interior Des./Furn/Mgmt	\$0.00
Global Foods	\$0.00
Textiles/Interior Design	\$10.00
PE 9	\$5.00
PE 10 and Health	\$5.00
Adv PE	\$6.00
Rec Sports	\$6.00
ART 1,2,3	\$50.00
Sr. Studio	\$40.00
Ceramics	\$50.00
Choir	\$0.00
Band	\$15.00
Jazz Band	\$0.00
Music Theory	\$15.00

2022-2023 Middle School Course Fees - All Grades: \$45.00
 2022-2023 Elementary Course Fees - All Grades: \$45.00
 2022-2023 Preschool Course Fees - \$25.00

ELMWOOD BOARD OF EDUCATION

June 27, 2022

EXHIBIT D

Exhibit D

ELMWOOD LOCAL SCHOOL DISTRICT 2022 - 2023 SUPPLEMENTAL POSITIONS District

POSITION	CONTRACT
20 Extended Days - HS Guidance	Kori Skatkebo
15 Extended Days - MS Guidance	Nick Davis
10 Extended Days - ES Guidance	Hannah Renollet
10 Extended Days - HS Media Specialist	Sonja Brand
38 Extended Days - HS Agriculture	Krysteena Lawrence
10 Extended Days - HS Family/Consumer Sciences	Hanna Grass
2 Extended Days - Gifted Coordinator	Julia Nickels
3 Extended Days - Preschool	Katie Rider
3 Extended Days - Preschool	Erin Peterson
3 Extended Days - Preschool	Allison Talpas
3 Extended Days - Engineering Career	Eric Poffenbaugh
LPDC Committee Chairperson (term ending 2023)	Hope Hopkins-Fawcett
LPDC Committee Member (Administration)	Tony Borton
LPDC Committee Member (Administration)	Gary Dulle
LPDC Committee Member (term ending 2025)	Stephanie Balderson
LPDC Committee Member (term ending 2024)	Shelby Bratt
PD Lead Teacher	Katie Smith
Safe Schools and Crisis Coordinator	Gregg Abke

ELMWOOD BOARD OF EDUCATION

June 27, 2022

EXHIBIT F

EXHIBIT F

**ELMWOOD LOCAL SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE
JULY 1, 2022 - JUNE 30, 2023**

POSITION	RATE	
TEACHER	\$105.00	Per Day
BUS DRIVER (OAPSE STEP 0)	\$18.79	Per Hour
CAFETERIA	\$10.50	Per Hour
CUSTODIAN	\$11.50	Per Hour
SECRETARY	\$10.50	Per Hour
TEACHER AIDE	\$10.50	Per Hour
LIBRARY/RECESS/TECH AIDE	\$10.50	Per Hour
FITNESS CENTER	\$10.00	Per Hour
ACTIVITY CUSTODIAN	\$11.50	Per Hour
GROUNDS WORKER	\$10.00	Per Hour
SUMMER HELP	\$10.00	Per Hour

CLIENT SERVICES AGREEMENT
School Nurse Services

This Client Services Agreement (the "Agreement") is entered into by and between Independence Health Employer Services, LLC, an Ohio limited liability company ("Service Provider"), and Elmwood Local School District ("Client"), effective as of the last signature date below. Service Provider and Client are each a "Party" and together the "Parties".

WHEREAS, Service Provider is in the business of providing certain nursing staffing services, and to promote the general health and well-being of the Client's students and staff, Client wishes to retain the services offered by Service Provider.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties, and for other good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. **Services.**

- a. **Provision of Services.** Service Provider shall provide to Client certain school nursing services as set forth in Exhibit A, attached hereto and fully integrated herein (the "Services"). Service Provider may use nurses it deems fit and capable in the provision of the Services. Service Provider may, in its sole discretion, utilize the services of employees, contractors, or subcontractors in its provision of Services.
- b. **Standard of Services.** Service Provider hereby agrees to devote as much time, attention, and energy as necessary to complete or achieve the Services, as such shall be requested by Client. Service Provider further agrees to devote Service Provider's utmost knowledge and best skill to the provision of providing the Services. Service Provider, and the nurses providing the Services, shall comply with all policies, standards, and procedures of Client which shall, from time to time, be reasonably promulgated. Nurses operating on behalf of Service Provider shall at all times use their independent professional judgment when providing the Services. The Services shall be provided in a competent manner according to applicable standards of care.

2. **Relationship of the Parties.**

- a. **Independent Contractors.** The Parties acknowledge and agree that they are independent contractors, and that nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or otherwise between the Parties. This Agreement exists solely and expressly for the purpose of providing the Services, subject to the terms and conditions herein.
- b. **Promotion of Client.** Throughout the Term of this Agreement, Client grants to Service Provider a non-exclusive, non-transferable, non-sublicensable right and license to use

Client's logo, name, or other identifying marks of Client for the sole purpose of promoting the relationship of the Parties as set forth in this Agreement on Service Provider's website or other marketing and promotional materials. This permitted use shall immediately cease upon termination of this Agreement.

3. **Preferred Provider.** Service Provider shall be the preferred provider of the Services for Client. Client will not hire or contract with any other entity or individual to provide the Services during the Term unless Service Provider is unable to provide sufficient onsite staff within 30 days at the agreed upon rate; provided, however, that Client retains the right and authority to schedule the same or similar services on a case-by-case basis if Service Provider cannot or will not provide service as reasonably required by the Client. Service Provider may provide services to other individuals or entities at Service Provider's sole discretion.
4. **Qualifications.** Throughout the Term of this Agreement, Service Provider hereby represents and warrants that Service Provider and/or each nurse delivering the Services, as applicable:
 - a. Maintains an unrestricted license to practice their respective professional service in the State of Ohio;
 - b. Possesses the training, skills, experience and temperament necessary to perform the Services hereunder in a competent, professional and satisfactory manner, consistent with the continuous quality improvement standards of Service Provider and Client, the requirements of applicable law, and general standards of practice within the community served by Service Provider;
 - c. Has not been convicted or pleaded guilty to any misdemeanor or felony;
 - d. Has not been subject to any disciplinary action by any licensing authority;
 - e. Meets all other professional qualifications and standards as are reasonably promulgated from time to time by Client and agreed to by Service Provider, or as required by law; and
 - f. The execution, delivery, and performance by Service Provider of this Agreement does not and will not violate or conflict with any obligation under any contract or other instrument to which Service Provider is a party.
5. **Fees.** In exchange for the Services, Client shall pay to Service Provider the fees set forth and detailed in Exhibit B ("Fees"). Service Provider shall issue the Client an invoice each month. Client shall pay Service Provider all Fees due and owing to Service Provider

within thirty (30) days of the issuance of the invoice. No third-party payors will be billed at any time for the Services rendered by Service Provider under this Agreement.

6. Term. This Agreement shall commence upon signature of both parties (the "Commencement Date") and shall be in effect for one (1) year thereafter, which shall automatically renew for subsequent one (1) year periods unless either Party gives the other written notice of termination at least sixty (60) days prior to expiration of the current term (collectively, the "Term").

7. Termination.

a. Termination without Cause. Either Party may terminate this Agreement, at any time with or without cause, with at least sixty (60) days' prior written notice of their intent to terminate.

b. Termination with Cause. Either Party may terminate this Agreement after a breaching Party's failure to cure a breach after thirty (30) days' written notice of such breach provided by the non-breaching Party.

c. Immediate Termination. Either Party may immediately terminate this Agreement upon a Party's filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings, or upon an assignment of a substantial portion of its assets for the benefit of creditors; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if such Party consents to the involuntary bankruptcy or such proceeding is not dismissed within ninety (90) days after the filing thereof.

8. Restrictive Covenants.

a. Confidentiality.

i. The Parties agree that each may be privy to confidential or private information of the other Party, its employees, students, or patients. Each Party agrees to maintain the confidentiality or privacy of such information and will not discuss, share, or publish any information provided to the other or discovered by a Party in the course of providing the Services. Any records created by the Service Provider may be retained by Client but may not be duplicated or shared with any other parties without the written consent of Service Provider or as otherwise required by law.

ii. The Parties acknowledge that each may from time to time receive proprietary or confidential information from the other, including, without limitation, customer identification and lists, accounts, business operating methods, programs, policies, procedures, forms, and employee/contractor information. The non-disclosing Party

will keep such information confidential and, unless otherwise required by law (and advance written notice is provided to the disclosing Party prior to disclosure), must not disclose it to any person except as authorized, in writing, by the disclosing Party. In the event of a breach of this Section, the Parties acknowledge and agree that the non-breaching Party may suffer irreparable harm which is not sufficiently satisfied by monetary damages, and as such, in addition to any other remedy available to the non-breaching Party at law or in equity, the breaching Party consents to the non-breaching Party petitioning for and obtaining an injunction restraining breaching Party from engaging in such a prohibited activity, and the breaching Party waives any requirement of the non-breaching Party posting any bond.

iii. The obligations of confidentiality described in this Section do not apply to information to the extent that it: (A) is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (B) is disclosed to third parties by the disclosing Party without restriction on such third parties; (C) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; (D) is independently developed by the receiving Party without reference to the disclosing Party's confidential information; or (E) is released from confidential treatment by written consent of the disclosing Party.

iv. This Section shall survive the termination of the Agreement.

b. Non-Solicitation. Client agrees that at all times during the Term of this Agreement, and for a period of twelve (12) months after its termination, Client will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, shareholder, individual proprietor, or in any other capacity whatsoever: (i) request, entice, or solicit employees, agents, independent contractors, and subcontractors of Service Provider to terminate their employment or other relationship with Service Provider; or (ii) interfere with the relationship between Service Provider and any of Service Provider's suppliers or vendors. This Section shall survive termination of this Agreement.

c. Non-Disparagement. Each Party hereby covenants to not Disparage or defame the other Party, or any of its subsidiaries, affiliates, officers, directors, shareholders, agents, subcontractors, or employees in any capacity, and in any form whether oral, written, or otherwise. "Disparage" as used in this Section shall mean any negative statement, whether oral, written, or otherwise, that impugns the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of business of either Party and/or any of such Party's current or former subsidiaries, affiliates, officers, directors, shareholders, agents, subcontractors, or employees.

9. **Insurance.** Each Party agrees that it shall at all times remain responsible for its own acts or omissions as well as for the acts and omissions of its respective employees or contractors. Service Provider shall carry and maintain in full force and effect professional liability insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate insuring Service Provider and its nurses with respect to the Services. Client shall carry and maintain in full force and effect professional liability insurance providing coverage for it and its personnel's own acts and omissions. Each Party shall notify its respective professional liability insurance carrier of the independent contractor relationship between the Parties and shall obtain reasonable assurances that the Services are covered under such policy.
10. **Indemnification.** The Parties hereby agree to indemnify and hold each other harmless from and against any liabilities or losses, including all court costs and attorney's fees, whether incurred at the trial level or on appeal, from third-party claims which arise out of the performance of the Services in accordance with this Agreement. Notwithstanding the foregoing, Service Provider and its nurses shall, jointly and severally, to the fullest extent permitted by law, indemnify and hold Client harmless from any failure by Service Provider and/or its nurses to meet any of the qualifications specified in Section 4 above. This provision is not intended to and shall not be interpreted in such a manner as to defeat, avoid, abrogate or compromise any insurance coverage that may be available to provide liability coverage that would accomplish the same purpose. This Section shall survive termination of this Agreement.
11. **Limitation on Liability.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, OR PRODUCTION), REGARDLESS OF WHETHER SUCH CLAIM OR DISPUTE IS BASED UPON BREACH OF CONTRACT, WILLFUL MISCONDUCT, OR NEGLIGENT ACTS OR OMISSIONS OF EITHER PARTY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except in the case of death or bodily injury caused by Service Provider's gross negligence, Service Provider's liability to Client arising in contract or tort arising through or in connection with this Agreement shall be limited to the total Fees paid by the Client to the Service Provider in prior to the event resulting in a claim.
12. **Miscellaneous.**
- a. **Entire Agreement.** The Parties agree that this Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and that any and all prior discussions, negotiations, commitments, and understandings related thereto, including any letters of intent or requests for proposals, are hereby superseded by and merged into this Agreement. If any of the provisions of this

Agreement are held to be illegal, invalid, or unenforceable in any respect by a court or administrative agency of competent jurisdiction, then the Parties agree that such term or provision shall be deemed to be modified as necessary to permit its enforcement to the maximum extent permitted by applicable law.

- b. **Amendments.** This Agreement shall only be amended upon mutual written agreement signed by both Parties.
- c. **Assignment.** Client or Service Provider may not assign this Agreement without the express written consent of the other party.
- d. **Waiver.** Neither any failure nor any delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, power, or privilege on the part of such Party.
- e. **Governing Law; Jurisdiction; Venue.** The Parties expressly acknowledge and agree that this Agreement shall be governed in all respects by the laws of the State of Ohio and any applicable federal law, irrespective of any choice of law provision. The Parties consent to the jurisdiction and venue of the courts of Wood County, Ohio for the resolution of any dispute arising under this Agreement. Each Party hereto irrevocably waives any claim or defense of lack of personal jurisdiction or improper venue as a result of the aforementioned jurisdiction and venue.
- f. **Dispute Resolution.** If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the Parties will first attempt to resolve the claim or dispute by negotiation. Should the parties fail to negotiate a compromise, and the dispute still remains, the Parties agree to endeavor to resolve the dispute, in good faith, with the help of a mutually agreed upon mediator in Wood County, Ohio. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties. Any matter not resolved through negotiations or mediation within sixty (60) days shall be resolved by arbitration pursuant to the rules of the American Arbitration Association ("AAA") then pertaining. The arbitration proceedings shall be held in Wood County, Ohio. The Parties may, if they are able to do so, agree upon one arbitrator. If the Parties cannot select an arbitrator within fifteen (15) days, then AAA shall select such arbitrator. No one shall serve as arbitrator who is in any way financially interested in this Agreement or in the affairs of either Party. The decision of the arbitrator shall be in writing and shall be entered as a final judgment, and shall be final, non-appealable, binding and compensable. In the event that an attorney is employed by a Party with regard to any arbitration pursuant to this Section, then the prevailing party in such arbitration, and in addition to any other relief to which it may be granted, shall be entitled to recover from the other Party all costs, expenses, and a reasonable sum for attorneys' fees incurred in bringing such arbitration, and in enforcing any judgment granted therein, whether or not such action is prosecuted to

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

judgment. Any judgment or order entered in such matter shall contain a specific provision providing for the recovery of reasonable attorneys' fees, costs, and expenses incurred in enforcing such judgment by the prevailing Party.

- g. Compliance with Laws and Regulations. Both Parties agree to comply with all applicable laws, rules, and regulations, including any business licenses, registrations, permits, etc. that are necessary to operate the Party's business.
- h. Headings. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- i. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- j. Notice. Any and all notices, designations, offers, acceptances or any other communication provided for herein shall be in writing and shall be deemed given if delivered personally, or five (5) days after being mailed (by registered or certified mail, return receipt requested), or emailed, in each case to the Parties at the addresses set forth in this Section (or at such other address for a Party as shall be specified by like notice).

If to Service Provider:

Independence Health Employer Services, LLC
c/o Mike Ariss
28442 E. River Road
Perrysburg, OH 43551

With a copy to:

Brennan Manna & Diamond, LLC
c/o Jeana M. Singleton, Esq.
75 E. Market Street
Akron, OH 44308

If to Client: see signature block.

- k. Force Majeure. In no event shall Service Provider be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, pandemics, epidemics, government or health orders, or other delays; it being understood that Service Provider shall use reasonable efforts which

are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

- l. Counterparts. This Agreement may be executed in two (2) counterparts, each of which is deemed an original, but both of which together constitute one (1) and the same instrument. Copies of signatures sent by facsimile transmission or emailed as a .pdf are deemed to be originals for purposes of execution and proof of this Agreement, absent manifest fraud.

[Signature Page to Follow]

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SERVICE PROVIDER:

Independence Health Employer Services, LLC

By: Mike Ariss, CEO

Date: _____

CLIENT:

Elmwood Local School District

By: Tony Borton, Superintendent

Date: _____

Notice Address:

Elmwood Local School District
c/o Tony Borton, Superintendent
7650 Jerry City Road
Bloomdale, OH 44817

EXHIBIT A

Services

School nurses oversee the emotional, mental, physical, social health and wellness of students and faculty. They provide students with basic health services throughout the school day. School nurses also manage students who have chronic health conditions, as well as those with disabilities. This includes giving them medication as needed and working with parents and teachers to create and enforce care plans.

Service Provider will assist Client by providing both full-time and part-time bachelor's prepared registered nurses, including a coverage team, to ensure the clinic is staffed throughout the school year with no interruption. School hours are Monday-Friday, 8:00 AM – 3:15 PM.

School year runs from August 1st, 2022 - July 31st, 2023, approximately 180 workdays/year. In addition, 1 visit per month by a member of the coverage team will be onsite working with the staffed school nurses to begin to develop the clinic into a comprehensive health and wellness center.

Nurses will be responsible for:

- Assessment and surveillance of students/staff with COVID-19.
- Assessment and treatment of injury and acute illnesses.
- Required screenings for state mandated testing.
- Mandatory vaccine verification and administration of prescribed medications.
- Any other duties and responsibilities as stated in job description, attached hereto, or requested by administration of Elmwood Local School District.
- Registered nurse or a member of the nursing coverage team will work together to staff the clinic at Elmwood Local Schools on full-time basis.

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

ELMWOOD BOARD OF EDUCATION

June 27, 2022

EXHIBIT G continued

EXHIBIT B

Fees

In exchange for the Services, Client shall pay to Service Provider a total cost of Ninety-Seven Thousand Six Hundred Fifty and 00/100 Dollars (\$97,650.00) for the year. This yearly total is calculated using the total cost per student/faculty member of \$65.10, based on 1500 students and faculty. Hereafter, the fees will increase five percent (5%) annually to account for inflation and cost-of-living adjustment.

The yearly fee shall be paid in one lump sum/equal month installments.

4865-1633-5/135, v. 3

EXHIBIT A

ANNUAL APPROPRIATION RESOLUTION
CITY, EXEMPTED VILLAGE, JOINT VOCATIONAL OR LOCAL BOARD OF EDUCATION

Revised Code, Section 5705.38

The Board of Education of the Elmwood Local School District, Wood County, Ohio, met in regular session on the 27th day of June 2022 in the Elmwood auditorium with the following members present:

Mrs. Melanie Davis
Mr. Brian King
Mr. Ryan Lee
Mr. Jeremie Pennington
Mrs. Debora Reynolds

_____ moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Elmwood Local School District, Wood County, Ohio that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year ending June 30, 2023, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

001 GENERAL	\$ 17,320,200.00
002 BOND RETIREMENT	\$ 271,188.00
003 PERMANENT IMPROVEMENT	\$ 252,100.00
006 FOOD SERVICE	\$ 558,500.00
007 SPECIAL TRUST	\$ 19,550.00
008 ENDOWMENT	\$ 500.00
018 PUBLIC SCHOOL SUPPORT	\$ 20,650.00
019 OTHER GRANT	\$ 6,500.00
022 DISTRICT CUSTODIAL	\$ 3,500.00
034 CLASSROOM FACILITIES MAINT.	\$ 130,000.00
035 TERMINATION BENEFITS - HB426	\$ 159,775.00
200 STUDENT MANAGED ACTIVITY	\$ 224,600.00
300 DISTRICT MANAGED ACTIVITY	\$ 293,395.00
439 PUBLIC SCHOOL PRESCHOOL	\$ 109,901.30
451 DATA COMMUNICATION FUND	\$ 5,400.00
461 VOCATIONAL EDUC. ENHANCEMENTS	\$ 3,911.19
467 STUDENT WELLNESS AND SUCCESS FUND	\$ 367,670.00
507 ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND	\$ 524,987.91
516 IDEA PART B GRANTS	\$ 265,219.79
572 TITLE I DISADVANTAGED CHILDREN	\$ 114,587.32
584 TITLE IV STUDENT SUPPORT AND ACADEMIC ENRICHMENT	\$ 26,386.70
587 IDEA PRESCHOOL-HANDICAPPED	\$ 12,822.30
599 MISCELLANEOUS FED. GRANT FUND	\$ 6,626.33
Grand Total All Funds	\$ 20,686,079.83

EXHIBIT A

_____ seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mrs. Melanie Davis	_____ Yes	_____ No
Mr. Jeremie Pennington	_____ Yes	_____ No
Mr. Brian King	_____ Yes	_____ No
Mr. Ryan Lee	_____ Yes	_____ No
Mrs. Debora Reynolds	_____ Yes	_____ No

CERTIFICATE

Section 5705.39, R.C.— "No appropriation measure shall become effective until there is filed with the appropriating authority by the county auditor a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate." When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure.

The State of Ohio Wood County, ss.

I, Jenalee Niese, Treasurer of the Board of Education of the Elmwood Local School District in said County, and in whose custody the Files, Journals and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Annual Appropriation Resolution is taken and copied from the original Resolution now on file with said Board, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature, this 27th day of June, 2022.

_____, Treasurer of the Board of Education of the Elmwood Local School District Wood County, Ohio.

EXHIBIT A

ELMWOOD BOARD OF EDUCATION
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EXHIBIT B

****This rewrite of the drug testing policy was done in conjunction with Great Lakes BioMedical and their owner Kyle Pruetér. Our goal was to make our policy and procedures more efficient, more consistent, and increase the privacy of our drug testing system for our in-season athletes.**

DRUG TESTING POLICY
Elmwood Local Schools, Grades 9-12

The Elmwood Board of Education Drug Testing Policy was formed because of a concern that alcohol and illicit drugs may be used by Elmwood High School students. The Elmwood Board of Education desires to implement a policy which will attempt to provide this district with a safe and healthful student program. This policy reflects the Elmwood Board of Education and the community's strong commitment to establish a truly drug and alcohol free school program. Elmwood Local Schools has selected student athletes, in grades 9-12 and students who, along with consent from their parents, volunteer to be tested for inclusion in the testing pool. This policy was created in conjunction with Great Lakes BioMedical.

PURPOSE OF THIS POLICY SHALL BE:

1. To provide a healthy and safe environment to all students participating in the athletic program.
2. To discourage all students from using drugs, alcohol, and tobacco.
 - a. Student athletes will assume all responsibility for regulating their personal lives in ways that will result in their becoming healthful members of a team and worthy representatives of the school and community.
3. To provide student athletes with the opportunity to become leaders in the student body for a drug free school.
4. To provide solutions for the student athlete who does use drugs, alcohol, and/or tobacco.
5. To provide the school with positive guidelines and disciplinary policies for violations of the drug free policy.
6. To encourage those students who participate in athletic programs to remain drug free and alcohol free.

DEFINITIONS

1. **STUDENT ATHLETE**
Any person participating in the Elmwood Middle and High School athletic program and/or contests under the control and jurisdiction of the Elmwood Local Schools and/or the Ohio High School Athletic Association (OHSAA). This policy also includes cheerleaders.
2. **ATHLETIC SEASON**
In-season start dates will begin as published by the Ohio High School Athletic Association or sanctioning organization and continue until the completion of contests for

an individual in that sport for the Elmwood Local Schools. There are three athletic seasons: Fall, Winter, and Spring.

3. **RANDOM SELECTION**
A system of selecting athletes for drug and alcohol testing in which each athlete shall have a fair and equitable chance of being selected each time selections are required.
4. **ILLEGAL/ILLICIT DRUGS**
Any substance included in U.S.C. 802 (6), which an individual may not sell, offer to sell, possess, give, exchange, use, distribute, or purchase under State or Federal Law. This definition also includes all prescribed and over-the-counter drugs being used in any way other than for medical purposes in accordance with the directions for use provided for in the prescription or by the manufacturer. We may also test for Nicotine and Steroids. Additionally tobacco products and steroids are prohibited under this section.
5. **ALCOHOL**
Any intoxicating liquor, beer, wine, mixed beverage, or malt liquor beverage as defined in the Ohio Revised Code Section 4301.01. The term "alcoholic beverage" includes any liquid or substance, such as "near beer" which contains alcohol in any proportion or percentage. The term "alcoholic beverage" does not include a substance used for medical purposes in accordance with directions for use provided in a prescription or by the manufacturer and in accordance with school district policy and rules related to the use of prescription and non-prescription drugs, provided the substance is a) authorized by a medical prescription from a licensed physician and kept in the original container, which shall state the student's name and directions for use or b) an over-the-counter medicine.

TYPES OF TESTING

1. RANDOM TESTING

In-session random testing shall be done throughout the season. The Athletic Director and Head Coach are responsible for ensuring that all student athletes and their parent/guardian/custodian properly e-sign the INFORMED CONSENT AGREEMENT on Final Forms prior to testing. A student may be tested more than once per season. In the event of a non-negative result, the specimen will be sent to a laboratory for confirmation of results and a certified Medical Review Officer will determine the results. At the conclusion of a random test, parents will be notified via e-mail that their student has been tested. Parents will be notified in the event of a positive test result by the drug testing company. Once parents have been notified of a positive result, the Athletic Director will then proceed with enacting the consequence for violation of the Code of Conduct.

- a. Random selection of student athletes:
The Athletic Director will send a list of the names of in-season athletes to the drug testing company at the beginning of each season. The drug testing company will randomly generate a list of names to be tested for each scheduled testing date. This list will be sent

EXHIBIT B

ELMWOOD BOARD OF EDUCATION
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to the Athletic Director. Athletes who are not in attendance at school the day of the test, have completed their contests for the season, and athletes who are injured and out for the season (as documented by the head coach) will be removed from the testing list by the athletic director. If a student(s) is removed from the list, the next student(s) on the alternate list will be moved up to the random list.

b. **Scheduling of random testing:**

Random testing will be unannounced. The days and dates will be selected by the Athletic Director at the beginning of each season, and confirmed with the Principal and Secretary.

2. DRUGS FOR WHICH ATHLETES MAY BE TESTED:

LSD, Alcohol, Marijuana, Amphetamines, Methadone, Anabolic Steroids, Methaqualone, Barbiturates, Nicotine (Tobacco), Benzodiazepines, Opiates, Cocaine, Propoxyphene (Darvon), or Any substance included in U.S.C. 802 (6), which an individual may not sell, offer to sell, possess, give, exchange, use, distribute, or purchase under State or Federal Law. This definition also includes all prescribed and over-the-counter drugs being used in any way other than for medical purposes in accordance with the directions for use provided for in the prescription or by the manufacturer.

3. COLLECTION PROCESS (Urine Screens)

The student will be notified to report to the collection site at the time of testing. Students will be contacted individually to report to the collection site. The student will report directly to the high school office upon notification at the specified time. A specimen from the student will be collected as follows and all students must follow this process:

All students will be identified by the Athletic Director, or designated school personnel in the absence of the Athletic Director. The students will be placed in a secure area until they are called back to the testing area by the drug testing company technician.

The drug testing area must be secured during the testing by the lab technician. The location of the testing area may vary, but the ideal location for testing will be the Athletic Director's office and adjacent bathroom facility. Students not being immediately tested will be stationed in a secure area in the back office area.

Only the lab technician, student, and the Athletic Director (or designated school personnel) may be witness to the test.

Privacy must be kept for all students. The Athletic Director and lab technician share this responsibility to keep the area secure.

The Athletic Director and Head Coach are responsible for ensuring that all of the forms are completed and e-signed by both parent/guardian/custodian and student. No student is to enter the collection site until forms, and proper identification has been completed.

When students arrive and cannot give a sample, they will need to start drinking water, pop or juice. (Urine test)

No bags, backpacks, purses, cups, containers or drinks will be allowed to enter the collection area. All coats, vests, jackets, sweaters, hats, scarves or baggy clothing must be removed before entering the collection site. Any infringement of the rules may result in the student taking the test over.

Students processed by the lab technician who cannot produce a sample will be kept in a secured area to wait until they can test. If they leave this area they will not be allowed to test. They should not leave the secured area until they have produced a sample. If a student is unable to produce a sample, the lab technician may obtain a sample by other means, such as, but not limited to, a swab or hair sample. This is the responsibility of the lab technician.

Students will be asked to hold out their hands and a sanitizer will be put on their hands. The bathroom personnel will add a dye to the toilet. This will be checked after each student test.

Students will be asked to urinate directly into the collection cup given to them by the lab personnel. The lab technician will stand outside the bathroom and listen for normal sounds of urination.

Any and all adulteration of the specimen will be detected and considered the same as a test refusal or 1st time infraction. (The lab checks every sample for adulteration, such as additives you drink or add to urine to change the sample.)

Adulterations: We will treat adulterations and diluted samples as first time offenses. They are not called positives but have the same consequences. Any suspicion of tampering with the sample will be brought to the tester's attention. The sample will be sent to the lab for immediate confirmation of tampering.

The sample must be taken in one attempt and be at least 30 ml in size. The student must hand the cup to the lab technician.

Students are not to flush the toilets or urinals. In the event that a student flushes the toilet he or she may be required to give a new sample immediately or the sample may be invalid.

Either the student or the lab technician will recap the sample. In the event that the student does not hand the cup directly to the lab technician, the sample may be invalid and a new sample must be taken. If the student leaves the collection area or has contact with anyone, the sample may be invalid and the student may have to give another sample.

EXHIBIT B continued

ELMWOOD BOARD OF EDUCATION
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This collection procedure is subject to change because of procedural requirements by the testing agency. Any policy changes to this procedure will be reported to parents by the athletic director after being informed by the drug testing company.

When using rapid screens, all non-negative screens will be sent out with a chain of custody to a certified laboratory for confirmation. A Certified Medical Review Officer will verify if it is a positive test.

4. RESULTS OF A POSITIVE TEST

As previously stated, any positive urine drug test results will be made known to the parent by the drug testing company. The drug testing company will then share the positive result with the Athletic Director who can administer the consequence of the Code of Conduct.

Additional Code of Conduct updates...

A student enrolled in the first grading period after advancement from the eighth to ninth grade must have passed ~~five~~ four courses in the preceding grading period in which the student was enrolled and those grades must, when combined, generate a grade point average of at least 1.50 on a four (4) point (4.00) scale.

A student in grade 7-8 must have received passing grades in ~~five~~ four courses in the preceding grading period in which the student was enrolled and those grades must, when combined, generate a grade point average of at least 1.50 on a four (4) point (4.00) scale.

Any student who drops from or quits an athletic squad after the first regular season contest is ineligible to participate in another sport until the previous sport is completed, unless the switch is given consent by both head coaches involved. If consent is not given, the athlete will not be permitted to participate in the other sport. ~~If the athlete quits before the first contest they may only switch if consent is given by both coaches involved.~~

As a matter of respect to the coach and the other members of the team, an athlete is expected to attend the awards program. ~~If an athlete cannot attend the program he/she must inform the Head Coach in writing prior to the day of the program or he/she will not be eligible to receive any awards.~~

1. Wednesday practices ~~and contests~~, in accordance with Board Policy, shall conclude as nearly as possible to 6:30 p.m., unless otherwise approved by the Principal.
- An athlete will not engage in criminal activity or violations of civil and criminal law. Recognizing the varying degree of severity of violations (misdemeanors vs. felonies), consequences for involvement could range from the consequences described in the code of conduct to denial of participation. Consultation between the coach, athletic director

and the principal will take place before the denial of participation. Any student athlete in attendance at a site where illegal activity is taking place must leave that site immediately. Failure to do so will result in a violation of the athletic code of conduct and the athlete will be assessed the corresponding consequence per this document. Illegal substance violations will be treated the same as a failed drug test. In addition, any student attempting to assist another in falsifying a drug test will be subject to a violation. ~~Recognizing the varying degrees of severity of violations (misdemeanors vs. felonies), consequences for involvement may result in minor reprimands to the denial of participation of up to a school year.~~

EXHIBIT B continued

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EXHIBIT C

EXHIBIT C

ELMWOOD HIGH SCHOOL
2022-2023

Class	Fee
Spanish 1	\$4.00
Spanish 2	\$4.00
Spanish 3	\$4.00
Spanish 4	\$4.00
Eng 9	\$12.00
Eng 9 Mod	\$12.00
Eng 10	\$8.00
Adv. Eng 10	\$12.00
Eng 11	\$11.00
Adv. Eng 11	\$11.00
Eng 12	\$8.00
Adv. Eng 12	\$8.00
Senior History	\$0.00
World Hist	\$3.00
Adv. World History	\$3.00
American History	\$0.00
Adv Am History	\$10.00
Am Government	\$0.00
AP Calculus	\$0.00
Physical Science	\$7.50
Enviro Sustain	\$20.00
Biology	\$8.00
Chem	\$12.00
Adv chem	\$12.00
Bio 2	\$10.00
Anatomy	\$40.00
Physics	\$12.00
Biodiversity	\$20.00
Student Handbook	\$7.00
Freshman Dues	\$10.00
Sophomore Dues	\$10.00
Junior Class Dues	\$20.00
Senior Class dues	\$15.00
Parking Permit	\$2.00

Class	Fee
Computer Apps	\$10.00
Computer Concepts	\$10.00
Computer Fundm	\$10.00
Acct. Fundamenta	\$5.00
Comp Hardware	\$15.00
Pers Business/Finance	\$0.00
Adv. Accounting	\$5.00
Yearbook	\$10.00
Int. Media	\$5.00
Fund. of Computing	\$10.00
Intro to Digital Photo	\$5.00
FFA Leadership	\$0.00
FFA Dues	\$17.50
Princ. Of Foods	\$25.00
Personal Wellness	\$0.00
Child Development	\$10.00
Interior Des./Furn/Mgmt	\$0.00
Global Foods	\$0.00
Textiles/Interior Design	\$10.00
PE 9	\$5.00
PE 10 and Health	\$5.00
Adv PE	\$6.00
Rec Sports	\$6.00
ART 1,2,3	\$50.00
Sr. Studio	\$40.00
Ceramics	\$50.00
Choir	\$0.00
Band	\$15.00
Jazz Band	\$0.00
Music Theory	\$15.00

2022-2023 Middle School Course Fees - All Grades: \$45.00
 2022-2023 Elementary Course Fees - All Grades: \$45.00
 2022-2023 Preschool Course Fees - \$25.00

ELMWOOD BOARD OF EDUCATION

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EXHIBIT D

Exhibit D

ELMWOOD LOCAL SCHOOL DISTRICT 2022 - 2023 SUPPLEMENTAL POSITIONS District

POSITION	CONTRACT
20 Extended Days - HS Guidance	Kori Skatkebo
15 Extended Days - MS Guidance	Nick Davis
10 Extended Days - ES Guidance	Hannah Renollet
10 Extended Days - HS Media Specialist	Sonja Brand
38 Extended Days - HS Agriculture	Krysteena Lawrence
10 Extended Days - HS Family/Consumer Sciences	Hanna Grass
2 Extended Days - Gifted Coordinator	Julia Nickels
3 Extended Days - Preschool	Katie Rider
3 Extended Days - Preschool	Erin Peterson
3 Extended Days - Preschool	Allison Talpas
3 Extended Days - Engineering Career	Eric Poffenbaugh
LPDC Committee Chairperson (term ending 2023)	Hope Hopkins-Fawcett
LPDC Committee Member (Administration)	Tony Borton
LPDC Committee Member (Administration)	Gary Dulle
LPDC Committee Member (term ending 2025)	Stephanie Balderson
LPDC Committee Member (term ending 2024)	Shelby Bratt
PD Lead Teacher	Katie Smith
Safe Schools and Crisis Coordinator	Gregg Abke

ELMWOOD BOARD OF EDUCATION

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EXHIBIT F

EXHIBIT F

**ELMWOOD LOCAL SCHOOL DISTRICT
SUBSTITUTE SALARY SCHEDULE
JULY 1, 2022 - JUNE 30, 2023**

POSITION	RATE	
TEACHER	\$105.00	Per Day
BUS DRIVER (OAPSE STEP 0)	\$18.79	Per Hour
CAFETERIA	\$10.50	Per Hour
CUSTODIAN	\$11.50	Per Hour
SECRETARY	\$10.50	Per Hour
TEACHER AIDE	\$10.50	Per Hour
LIBRARY/RECESS/TECH AIDE	\$10.50	Per Hour
FITNESS CENTER	\$10.00	Per Hour
ACTIVITY CUSTODIAN	\$11.50	Per Hour
GROUNDS WORKER	\$10.00	Per Hour
SUMMER HELP	\$10.00	Per Hour

CLIENT SERVICES AGREEMENT
School Nurse Services

This Client Services Agreement (the "Agreement") is entered into by and between Independence Health Employer Services, LLC, an Ohio limited liability company ("Service Provider"), and Elmwood Local School District ("Client"), effective as of the last signature date below. Service Provider and Client are each a "Party" and together the "Parties".

WHEREAS, Service Provider is in the business of providing certain nursing staffing services, and to promote the general health and well-being of the Client's students and staff, Client wishes to retain the services offered by Service Provider.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties, and for other good and valuable consideration set forth herein, the Parties hereby agree as follows:

1. **Services.**

- a. **Provision of Services.** Service Provider shall provide to Client certain school nursing services as set forth in Exhibit A, attached hereto and fully integrated herein (the "Services"). Service Provider may use nurses it deems fit and capable in the provision of the Services. Service Provider may, in its sole discretion, utilize the services of employees, contractors, or subcontractors in its provision of Services.
- b. **Standard of Services.** Service Provider hereby agrees to devote as much time, attention, and energy as necessary to complete or achieve the Services, as such shall be requested by Client. Service Provider further agrees to devote Service Provider's utmost knowledge and best skill to the provision of providing the Services. Service Provider, and the nurses providing the Services, shall comply with all policies, standards, and procedures of Client which shall, from time to time, be reasonably promulgated. Nurses operating on behalf of Service Provider shall at all times use their independent professional judgment when providing the Services. The Services shall be provided in a competent manner according to applicable standards of care.

2. **Relationship of the Parties.**

- a. **Independent Contractors.** The Parties acknowledge and agree that they are independent contractors, and that nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or otherwise between the Parties. This Agreement exists solely and expressly for the purpose of providing the Services, subject to the terms and conditions herein.
- b. **Promotion of Client.** Throughout the Term of this Agreement, Client grants to Service Provider a non-exclusive, non-transferable, non-sublicensable right and license to use

Client's logo, name, or other identifying marks of Client for the sole purpose of promoting the relationship of the Parties as set forth in this Agreement on Service Provider's website or other marketing and promotional materials. This permitted use shall immediately cease upon termination of this Agreement.

3. **Preferred Provider.** Service Provider shall be the preferred provider of the Services for Client. Client will not hire or contract with any other entity or individual to provide the Services during the Term unless Service Provider is unable to provide sufficient onsite staff within 30 days at the agreed upon rate; provided, however, that Client retains the right and authority to schedule the same or similar services on a case-by-case basis if Service Provider cannot or will not provide service as reasonably required by the Client. Service Provider may provide services to other individuals or entities at Service Provider's sole discretion.
4. **Qualifications.** Throughout the Term of this Agreement, Service Provider hereby represents and warrants that Service Provider and/or each nurse delivering the Services, as applicable:
 - a. Maintains an unrestricted license to practice their respective professional service in the State of Ohio;
 - b. Possesses the training, skills, experience and temperament necessary to perform the Services hereunder in a competent, professional and satisfactory manner, consistent with the continuous quality improvement standards of Service Provider and Client, the requirements of applicable law, and general standards of practice within the community served by Service Provider;
 - c. Has not been convicted or pleaded guilty to any misdemeanor or felony;
 - d. Has not been subject to any disciplinary action by any licensing authority;
 - e. Meets all other professional qualifications and standards as are reasonably promulgated from time to time by Client and agreed to by Service Provider, or as required by law; and
 - f. The execution, delivery, and performance by Service Provider of this Agreement does not and will not violate or conflict with any obligation under any contract or other instrument to which Service Provider is a party.
5. **Fees.** In exchange for the Services, Client shall pay to Service Provider the fees set forth and detailed in Exhibit B ("Fees"). Service Provider shall issue the Client an invoice each month. Client shall pay Service Provider all Fees due and owing to Service Provider

within thirty (30) days of the issuance of the invoice. No third-party payors will be billed at any time for the Services rendered by Service Provider under this Agreement.

6. Term. This Agreement shall commence upon signature of both parties (the "Commencement Date") and shall be in effect for one (1) year thereafter, which shall automatically renew for subsequent one (1) year periods unless either Party gives the other written notice of termination at least sixty (60) days prior to expiration of the current term (collectively, the "Term").

7. Termination.

a. Termination without Cause. Either Party may terminate this Agreement, at any time with or without cause, with at least sixty (60) days' prior written notice of their intent to terminate.

b. Termination with Cause. Either Party may terminate this Agreement after a breaching Party's failure to cure a breach after thirty (30) days' written notice of such breach provided by the non-breaching Party.

c. Immediate Termination. Either Party may immediately terminate this Agreement upon a Party's filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings, or upon an assignment of a substantial portion of its assets for the benefit of creditors; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if such Party consents to the involuntary bankruptcy or such proceeding is not dismissed within ninety (90) days after the filing thereof.

8. Restrictive Covenants.

a. Confidentiality.

i. The Parties agree that each may be privy to confidential or private information of the other Party, its employees, students, or patients. Each Party agrees to maintain the confidentiality or privacy of such information and will not discuss, share, or publish any information provided to the other or discovered by a Party in the course of providing the Services. Any records created by the Service Provider may be retained by Client but may not be duplicated or shared with any other parties without the written consent of Service Provider or as otherwise required by law.

ii. The Parties acknowledge that each may from time to time receive proprietary or confidential information from the other, including, without limitation, customer identification and lists, accounts, business operating methods, programs, policies, procedures, forms, and employee/contractor information. The non-disclosing Party

will keep such information confidential and, unless otherwise required by law (and advance written notice is provided to the disclosing Party prior to disclosure), must not disclose it to any person except as authorized, in writing, by the disclosing Party. In the event of a breach of this Section, the Parties acknowledge and agree that the non-breaching Party may suffer irreparable harm which is not sufficiently satisfied by monetary damages, and as such, in addition to any other remedy available to the non-breaching Party at law or in equity, the breaching Party consents to the non-breaching Party petitioning for and obtaining an injunction restraining breaching Party from engaging in such a prohibited activity, and the breaching Party waives any requirement of the non-breaching Party posting any bond.

iii. The obligations of confidentiality described in this Section do not apply to information to the extent that it: (A) is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (B) is disclosed to third parties by the disclosing Party without restriction on such third parties; (C) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; (D) is independently developed by the receiving Party without reference to the disclosing Party's confidential information; or (E) is released from confidential treatment by written consent of the disclosing Party.

iv. This Section shall survive the termination of the Agreement.

b. Non-Solicitation. Client agrees that at all times during the Term of this Agreement, and for a period of twelve (12) months after its termination, Client will not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, shareholder, individual proprietor, or in any other capacity whatsoever: (i) request, entice, or solicit employees, agents, independent contractors, and subcontractors of Service Provider to terminate their employment or other relationship with Service Provider; or (ii) interfere with the relationship between Service Provider and any of Service Provider's suppliers or vendors. This Section shall survive termination of this Agreement.

c. Non-Disparagement. Each Party hereby covenants to not Disparage or defame the other Party, or any of its subsidiaries, affiliates, officers, directors, shareholders, agents, subcontractors, or employees in any capacity, and in any form whether oral, written, or otherwise. "Disparage" as used in this Section shall mean any negative statement, whether oral, written, or otherwise, that impugns the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation of business of either Party and/or any of such Party's current or former subsidiaries, affiliates, officers, directors, shareholders, agents, subcontractors, or employees.

EXHIBIT G continued

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9. **Insurance.** Each Party agrees that it shall at all times remain responsible for its own acts or omissions as well as for the acts and omissions of its respective employees or contractors. Service Provider shall carry and maintain in full force and effect professional liability insurance with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate insuring Service Provider and its nurses with respect to the Services. Client shall carry and maintain in full force and effect professional liability insurance providing coverage for it and its personnel's own acts and omissions. Each Party shall notify its respective professional liability insurance carrier of the independent contractor relationship between the Parties and shall obtain reasonable assurances that the Services are covered under such policy.
10. **Indemnification.** The Parties hereby agree to indemnify and hold each other harmless from and against any liabilities or losses, including all court costs and attorney's fees, whether incurred at the trial level or on appeal, from third-party claims which arise out of the performance of the Services in accordance with this Agreement. Notwithstanding the foregoing, Service Provider and its nurses shall, jointly and severally, to the fullest extent permitted by law, indemnify and hold Client harmless from any failure by Service Provider and/or its nurses to meet any of the qualifications specified in Section 4 above. This provision is not intended to and shall not be interpreted in such a manner as to defeat, avoid, abrogate or compromise any insurance coverage that may be available to provide liability coverage that would accomplish the same purpose. This Section shall survive termination of this Agreement.
11. **Limitation on Liability.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, OR PRODUCTION), REGARDLESS OF WHETHER SUCH CLAIM OR DISPUTE IS BASED UPON BREACH OF CONTRACT, WILLFUL MISCONDUCT, OR NEGLIGENT ACTS OR OMISSIONS OF EITHER PARTY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except in the case of death or bodily injury caused by Service Provider's gross negligence, Service Provider's liability to Client arising in contract or tort arising through or in connection with this Agreement shall be limited to the total Fees paid by the Client to the Service Provider in prior to the event resulting in a claim.
12. **Miscellaneous.**
- a. **Entire Agreement.** The Parties agree that this Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and that any and all prior discussions, negotiations, commitments, and understandings related thereto, including any letters of intent or requests for proposals, are hereby superseded by and merged into this Agreement. If any of the provisions of this

Agreement are held to be illegal, invalid, or unenforceable in any respect by a court or administrative agency of competent jurisdiction, then the Parties agree that such term or provision shall be deemed to be modified as necessary to permit its enforcement to the maximum extent permitted by applicable law.

- b. **Amendments.** This Agreement shall only be amended upon mutual written agreement signed by both Parties.
- c. **Assignment.** Client or Service Provider may not assign this Agreement without the express written consent of the other party.
- d. **Waiver.** Neither any failure nor any delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, power, or privilege on the part of such Party.
- e. **Governing Law; Jurisdiction; Venue.** The Parties expressly acknowledge and agree that this Agreement shall be governed in all respects by the laws of the State of Ohio and any applicable federal law, irrespective of any choice of law provision. The Parties consent to the jurisdiction and venue of the courts of Wood County, Ohio for the resolution of any dispute arising under this Agreement. Each Party hereto irrevocably waives any claim or defense of lack of personal jurisdiction or improper venue as a result of the aforementioned jurisdiction and venue.
- f. **Dispute Resolution.** If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the Parties will first attempt to resolve the claim or dispute by negotiation. Should the parties fail to negotiate a compromise, and the dispute still remains, the Parties agree to endeavor to resolve the dispute, in good faith, with the help of a mutually agreed upon mediator in Wood County, Ohio. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties. Any matter not resolved through negotiations or mediation within sixty (60) days shall be resolved by arbitration pursuant to the rules of the American Arbitration Association ("AAA") then pertaining. The arbitration proceedings shall be held in Wood County, Ohio. The Parties may, if they are able to do so, agree upon one arbitrator. If the Parties cannot select an arbitrator within fifteen (15) days, then AAA shall select such arbitrator. No one shall serve as arbitrator who is in any way financially interested in this Agreement or in the affairs of either Party. The decision of the arbitrator shall be in writing and shall be entered as a final judgment, and shall be final, non-appealable, binding and compensable. In the event that an attorney is employed by a Party with regard to any arbitration pursuant to this Section, then the prevailing party in such arbitration, and in addition to any other relief to which it may be granted, shall be entitled to recover from the other Party all costs, expenses, and a reasonable sum for attorneys' fees incurred in bringing such arbitration, and in enforcing any judgment granted therein, whether or not such action is prosecuted to

EXHIBIT G continued

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judgment. Any judgment or order entered in such matter shall contain a specific provision providing for the recovery of reasonable attorneys' fees, costs, and expenses incurred in enforcing such judgment by the prevailing Party.

- g. Compliance with Laws and Regulations. Both Parties agree to comply with all applicable laws, rules, and regulations, including any business licenses, registrations, permits, etc. that are necessary to operate the Party's business.
- h. Headings. Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- i. Construction. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- j. Notice. Any and all notices, designations, offers, acceptances or any other communication provided for herein shall be in writing and shall be deemed given if delivered personally, or five (5) days after being mailed (by registered or certified mail, return receipt requested), or emailed, in each case to the Parties at the addresses set forth in this Section (or at such other address for a Party as shall be specified by like notice).

If to Service Provider:

Independence Health Employer Services, LLC
c/o Mike Ariss
28442 E. River Road
Perrysburg, OH 43551

With a copy to:

Brennan Manna & Diamond, LLC
c/o Jeana M. Singleton, Esq.
75 E. Market Street
Akron, OH 44308

If to Client: see signature block.

- k. Force Majeure. In no event shall Service Provider be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, pandemics, epidemics, government or health orders, or other delays; it being understood that Service Provider shall use reasonable efforts which

are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

- l. Counterparts. This Agreement may be executed in two (2) counterparts, each of which is deemed an original, but both of which together constitute one (1) and the same instrument. Copies of signatures sent by facsimile transmission or emailed as a .pdf are deemed to be originals for purposes of execution and proof of this Agreement, absent manifest fraud.

[Signature Page to Follow]

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SERVICE PROVIDER:

Independence Health Employer Services, LLC

By: Mike Ariss, CEO

Date: _____

CLIENT:

Elmwood Local School District

By: Tony Borton, Superintendent

Date: _____

Notice Address:

Elmwood Local School District
c/o Tony Borton, Superintendent
7650 Jerry City Road
Bloomdale, OH 44817

EXHIBIT A

Services

School nurses oversee the emotional, mental, physical, social health and wellness of students and faculty. They provide students with basic health services throughout the school day. School nurses also manage students who have chronic health conditions, as well as those with disabilities. This includes giving them medication as needed and working with parents and teachers to create and enforce care plans.

Service Provider will assist Client by providing both full-time and part-time bachelor's prepared registered nurses, including a coverage team, to ensure the clinic is staffed throughout the school year with no interruption. School hours are Monday-Friday, 8:00 AM – 3:15 PM.

School year runs from August 1st, 2022 - July 31st, 2023, approximately 180 workdays/year. In addition, 1 visit per month by a member of the coverage team will be onsite working with the staffed school nurses to begin to develop the clinic into a comprehensive health and wellness center.

Nurses will be responsible for:

- Assessment and surveillance of students/staff with COVID-19.
- Assessment and treatment of injury and acute illnesses.
- Required screenings for state mandated testing.
- Mandatory vaccine verification and administration of prescribed medications.
- Any other duties and responsibilities as stated in job description, attached hereto, or requested by administration of Elmwood Local School District.
- Registered nurse or a member of the nursing coverage team will work together to staff the clinic at Elmwood Local Schools on full-time basis.

EXHIBIT G continued

ELMWOOD BOARD OF EDUCATION
June 27, 2022

ELMWOOD BOARD OF EDUCATION

June 27, 2022

EXHIBIT G continued

EXHIBIT B

Fees

In exchange for the Services, Client shall pay to Service Provider a total cost of Ninety-Seven Thousand Six Hundred Fifty and 00/100 Dollars (\$97,650.00) for the year. This yearly total is calculated using the total cost per student/faculty member of \$65.10, based on 1500 students and faculty. Hereafter, the fees will increase five percent (5%) annually to account for inflation and cost-of-living adjustment.

The yearly fee shall be paid in one lump sum/equal month installments.

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