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Audiology Consortium Services Contract (Summit ESC)

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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, MAY 13, 2024, 7:00 P.M.

JAMES R. MCILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VIII. Administrative Items

B. Action Consent Items

31. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA
32. Recommendation to approve the Audiology Consortium Services Contract between Summit Educational Service Center and the Wadsworth City School District Board of Education for the 2024-2025 school year
33. Recommendation to approve the Affiliation Agreement between the University of Akron and the Wadsworth City School District Board of Education

XI. Board Member Items

A. Ratification of Resignations

16. Keri Hamsher, WHS Assistant Principal

Agenda Detail

VIII. Administrative Items

B. Action Consent Items

31. **WESPA MOU:** The Memorandum of Understanding between the Wadsworth Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA being recommended for approval details changes to the bus route bid process that will occur in August due to the retirement of a bus driver seven (7) school days into the 2024-2025 school year.

32. Audiology Consortium Services Contract: The Audiology Consortium Services Contract between Summit Educational Service Center and the Wadsworth City School District Board of Education for the 2024-2025 school year being recommended for approval will allow our school district to continue to purchase audiology services through the Summit Educational Service Center during the 2024-2025 school year.

33. University of Akron Affiliation Agreement: The Affiliation Agreement between the University of Akron and the Wadsworth City School District Board of Education being recommended for approval will allow for the placement of University of Akron students, in the University Schools listed below, with Wadsworth City School District employees.

- School of Speech and Language Pathology and Audiology;
- School of Social Work and Family Sciences;
- School of Exercise and Nutrition Sciences;
- School of Allied Health; and,
- School of Counseling.

XI. Board Member Items

16. Keri Hamsher: The resignation of Ms. Keri Hamsher being recommended for approval will allow her to fill the position of principal at Valley View Elementary School, effective August 1, 2024. The position was left open when Mr. Chris Roberts accepted the Wadsworth Middle School principal position.

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 10th day of May 2024, pursuant to Article XIII, Transportation, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas 13.01, Annual Route Selection, states the following:

"Annual Route Selection

A. Drivers will be allowed to select their route (defined as the combined a.m. run and p.m. run) according to classification seniority. The routes available for selection will be made available at least two (2) days prior to route selection, with the understanding that the final routes that will be available for selection may change at any time prior to route selection. Route selection will occur five (5) days prior to the first scheduled student day on the Board of Education approved school year calendar (if there are different student start dates for different grade levels, the first student start date is the date the route selection day is based upon). Drivers will have the ability to bid on a route that may open during the school year but a driver moving to a different route during a school year will not trigger the posting period outlined in Article X. Each driver will be paid two (2) hours for the selection process, reviewing the schedule, fueling and inspecting the bus, or other duties as assigned.

B. Personal leave, sick leave and holiday pay will be based upon the route established at the beginning of the school year. In the absence of any unique circumstances, the final route times will be "established" by October 15 and personal leave, sick leave and holiday pay will be based on the established routes. Any adjustments in established routes after October 15 (e.g., more than a temporary change in hours) will result in a corresponding adjustment to the member's sick leave, personal leave and holiday pay.

C. A driver hired into a float position (float position is defined as not assigned to a regular route but fills in where an opening occurs each day) is not eligible to participate in the annual route selection unless a vacancy occurs and the driver is awarded the open position through the bidding and selection process outlined in Article X."

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2024-2025 school year only, and due to the retirement of Ms. Judy Bennett, effective September 1, 2024, Ms. Bennett will select her annual route(s), per the process outlined in Article 13.01. In addition, another bus driver(s) will also select the same route(s) as Ms. Bennett, per the process outlined in Article 13.01. Ms. Bennett will drive the selected route(s) through August 31, 2024, at which time the other driver(s) who selected the route(s) will take over. During the period leading up to September 1, 2024, the other driver(s) will be utilized to drive other routes during each driver's regular work hours that may be open due to sick leave, personal leave, etc., or be assigned other responsibilities by the Transportation Supervisor. The process detailed above is being done in lieu of the traditional process outlined in Article 13.01 to avoid multiple bus drivers transferring to other routes after the first seven (7) student days of the new school year.
2. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

**For the Wadsworth Educational Support
Personnel Association OEA/NEA**

Michael Burkhart, President

**For the Wadsworth City School District Board
of Education**

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

**AUDIOLOGY CONSORTIUM SERVICES CONTRACT
BETWEEN SUMMIT EDUCATIONAL SERVICE CENTER
AND LOCAL EDUCATION AGENCY
SUPERVISED BY ESC BOARD**

This AGREEMENT is entered into this 13th day of May, 2024, between **Wadsworth City School District**, Wadsworth, Ohio (hereinafter referred to as the "LEA" or Local Education Agency) and the Summit Educational Service Center Governing Board, Cuyahoga Falls, Ohio (hereinafter referred to as "the ESC").

The ESC shall provide to the LEA the following services during the 2024-25 school year (hereinafter referred to as "the Service"):

PART I: LEA OBLIGATIONS

The LEA agrees:

1. To a "consortium" process of estimating, billing, and payment wherein:
 - a. The ESC will project an estimate of the total cost of the audiology program (salaries, benefits, mileage, need for substitutes, etc.) and to identify an *estimated* daily rate necessary to cover the program cost. This rate will be used to provide an estimate for individual LEA's based upon the number of service days requested. Quotes for subsequent requests will use the same rate.
 - b. Mid-year billing by the ESC will be based on the estimated rate, and LEA payment will be remitted to the ESC per the estimate.
 - c. The LEA will pay a final end-of-year bill that reflects the reconciliation of estimated rates with the actual rate based on the actual cost of the service, and the LEA's proportionate share of the services requested by all LEAs in the consortium. The LEA understands and agrees that there will be rate differentiation between ESC affiliated and non-affiliated districts, which will be reflected in both the initial estimate and the final bill derived from actual costs.
 - d. The LEA recognizes that the final rate and cost for the service requested may be higher or lower than the initial estimate once final costs have been determined and requests for services from all LEA's are final. *Please see into in #2 below. The cost will not*
2. To an estimated cost of \$ 29,850.00 for the 30 days of service that have been requested, *The cost will not be \$30,000.00 who approx of the LEA. No 5/13/2024*
3. The cost of services is not subject to pro-rata reduction for days the Service Provider is on sick or emergency/personal leave. If the Service Provider is absent for five (5) consecutive service days or more due to long-term illness without a substitute provided by the ESC Board, the LEA can claim a pro-rata reduction for those days. However, there is no pro-rata reduction for time spent on ESC supervision, staff development, and inter-district projects related to the assigned work.
4. That all requests for services shall be in full-day increments, but fulfillment of services shall be tracked and calculated in one-quarter (1/4) day increments using Click-Time. Any trip to the district by a provider shall be for a minimum of 1/4 day.
5. The LEA shall provide adequate workspace for the Service Provider, as may be necessary.
6. The LEA will be billed for calculated service time, covering all direct and indirect services for the student. This includes but is not limited to travel, planning, consultation, communication, equipment servicing, and participation in IEP's and other meetings.

PART II: ESC OBLIGATIONS

The ESC shall:

1. Hire and pay a licensed service provider for the specified days in item 2 and any additional requested days.
2. Plan for a substitute when the Service Provider is on extended leave.

**AUDIOLOGY CONSORTIUM SERVICES CONTRACT
BETWEEN SUMMIT EDUCATIONAL SERVICE CENTER
AND LOCAL EDUCATION AGENCY
SUPERVISED BY ESC BOARD**

3. The LEA and the Service Provider comply with the requirements of 45 CFR 164.504€ (1) for safeguarding and limiting access to information concerning beneficiaries.
4. Representatives of the U.S. Department of Human Services, Ohio Department of Medicaid, Ohio Department of Education or their respective designee access to the subcontractor's books, documents, and records.
5. The LEA and the Service Provider acknowledge from the contracted party that they or their principles are not suspended or debarred per 45CFR 75.213.
6. Provide supplies, equipment, support, mileage reimbursement, and staff development as determined by the ESC Board.
7. Supervise and evaluate the Service Provider according to Section 3319.111, Ohio Revised Code.
8. Determine and monitor the Service Provider's work schedule.

CORSORTIUM AGREEMENT SIGNATURES

WADSWORTH CITY SCHOOL DISTRICT

Superintendent Signature

District Superintendent

Treasurer Signature

District Treasurer

SUMMIT EDUCATIONAL SERVICE CENTER

Board of Governors President's Signature

Michael Chadsey
President, Board of Governors

Treasurer Signature

Laurel Young
Treasurer, Summit Educational Service Center

AFFILIATION AGREEMENT

THE UNIVERSITY OF AKRON and WADSWORTH CITY SCHOOLS

This agreement is entered into between Wadsworth City Schools located at 524 Broad Street, Wadsworth, OH 44281 (referred to hereafter as "Facility") and The University of Akron, a statutory institution created under the laws of Ohio, located at 302 East Buchtel Common, Akron, OH 44325 (referred to hereafter as "University") through its College of Health and Human Sciences.

The purpose of this agreement is to provide an affiliation agreement that addresses all of the clinical education programs in the College of Health and Human Sciences. This includes the School of Speech Language Pathology and Audiology, School of Social Work and Family Sciences, School of Exercise and Nutrition Sciences, School of Allied Health, and the School of Counseling.

WHEREAS, the University currently conducts accredited educational programs in its College of Health and Human Sciences and desires to obtain clinical educational experience for the students enrolled in the educational programs within the College of Health and Human Sciences (hereinafter the "Students"); and

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of Students and is willing to make available its clinical and educational resources to the University for such purposes; and

WHEREAS, the University and the Facility mutually desire to promote excellence in human services and health education and to contribute to the professional growth and competence of Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is understood and agreed upon by the parties hereto as follows:

- 1 The UNIVERSITY and FACILITY agree to affiliate and cooperate for their mutual benefit to provide a high standard of research and educational programs for College of Health and Human Science students. The programs that may be accommodated at the Facility include the following:

- Bachelor of Arts in Social Work (BASW)
- Masters of Social Work
- Nutrition and Dietetics Coordinated Program
- Speech Language Pathology and Audiology
- Food and Environmental Nutrition
- Health Care Administration Respiratory Therapy
- School of Counseling
- Sports Science and Wellness Education

II UNIVERSITY RESPONSIBILITIES

- a) The University shall be responsible for the assignment of students to the Facility. The University agrees to provide to the Facility only those students who have completed the required course of study as determined by the University.
- b) The University shall provide a Clinical Program Coordinator for each program who will act as a liaison between the University and the Facility for that program. The Clinical Program Coordinator will be responsible for maintaining active communications and relationships with the Facility including, but not limited to:
 - (1) Sending the names, telephone numbers and addresses of Students to the Facility Program Coordinator at least two weeks before the first day of each student group assignment;
 - (2) Supplying the Facility with student evaluation forms and information regarding the Students' current level of academic preparation prior to the arrival of each student group to the Facility for the clinical program;
 - (3) Maintaining an ongoing communication with the Facility to integrate the academic and clinical experience and making on-site visits when practical; and
 - (4) Developing, in coordination with the Facility Program Coordinator, an agreement as to hours, place, and type of clinical experience.
- c) The University and/or Student shall purchase and maintain for itself, its Faculty and Students, a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- d) The University shall advise the Students that failure to comply with the Facility rules and regulations or failure to comply with any Student Responsibilities set forth in this Agreement shall be sufficient cause for immediate dismissal of the Student from the clinical program at the Facility.

III FACILITY RESPONSIBILITIES

- a) The Facility shall have the exclusive right to determine the number of Students, if any, which the Facility will accept into the program.
- b) The Facility shall assign a member to serve as the Facility clinical coordinator to whom the University's Clinical Program Coordinator shall report. It is understood by the parties that the Facility may have a different clinical coordinator for each of the programs listed in section I. The clinical coordinator may not be a full-time position and the Facility shall determine, in its sole discretion, the amount of time the clinical coordinator shall devote to the responsibilities set forth herein. The clinical coordinator shall be responsible for:
 - (1) Planning and coordinating the clinical education arrangements between the Facility and the University;

- (2) Serving as a liaison between the Facility and the University; and
 - (3) Developing and administering an orientation program for new Students which will familiarize the Students with the Facility, and all applicable policies and procedures.
- c) A Student shall not be used in lieu of professional or non-professional staff of the Facility, and the Students shall at all times be supervised by a qualified member of the Facility staff or by the Students' clinical instructor as appropriate during their participation in the clinical educational program.
 - d) The Facility agrees to retain complete responsibility for the care of its patients.
 - e) The Facility shall provide clinical education learning experiences for the Students which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
 - f) The Facility reserves the exclusive right, to be exercised solely with the Facility's discretion, to dismiss at any time any Student for any non-discriminatory reason. The Facility Clinical Coordinator shall promptly notify the University's Clinical Program Coordinator of any problem or difficulty arising with a Student, and a discussion shall be held either by telephone or in person regarding the Student. The Facility will, however, have final responsibility and authority to dismiss any Student from the Clinical Program at the Facility.
 - g) The Facility shall, upon reasonable request, permit representatives of the University to inspect the clinical facilities and services available for clinical experience, Student records, if any, and other items pertaining to the clinical education program.
 - h) The parties acknowledge that many Student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of Students must be obtained before Student data can be released to anyone.
 - i) The facility will coordinate with the appropriate entity's emergency medical care for students of the University in the event of accident or sudden illness which occurs during the course of clinical experience upon the premises of the Facility. The cost of such services shall be borne by the students.

IV STUDENT RESPONSIBILITIES

- a) The Students shall provide their own transportation to and from the Facility as well as any meals or lodging required during the clinical experience.
- b) The Students agree to abide by the rules, regulations, policies and procedures of the Facility, including, but not limited to, Facility policies, rules and regulations regarding the confidentiality of patient information. The Students will receive this information during orientation.

- c) Students are required to submit a current background check to the Facility that meets Facility's requirements before they are permitted on the premises of the Facility. The Facility has the sole discretion in determining if the background check meets the Facility's requirements.

V MISCELLANEOUS

- a) The Facility and the University will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable, and discussing problems as they arise concerning this affiliation. Both will jointly plan and mutually agree upon the number of students to be assigned, the dates of their assignment, and the specific experience to be provided. Placement of students will depend on the staff and space availability.
- b) The Facility and the University agree that the Students participating in the clinical program are at all times acting as independent contractors, and no Student in the clinical education program will be deemed to be an employee of the Facility. The Facility shall not be liable for the payment of any wage, salary or compensation or any kind for the services provided by the Students. Further, no Student will be covered by the Facility's workers' compensation, social security, unemployment compensation programs, or any other benefits except those expressly provided for in this Agreement.
- c) Students and faculty will exercise confidentiality with regard to all patient/staff information gained during the experience.
- d) Each party accepts Students without regard for race, sex, creed, national origin, marital status, or age.
- e) The terms and conditions of this Agreement may be amended by written instrument executed by both parties.
- f) This Agreement is nonexclusive. The Facility and the University reserve the right to enter into similar agreements with other institutions.
- g) This Agreement shall be effective for a period of one (1) year beginning on the date of the last signature, and shall be extended automatically for successive one (1) year periods thereafter unless terminated by either party by written notice to the other at least thirty (30) calendar days prior to the end of any such one (1) year period, in which event, this Agreement shall terminate at the end of such one (1) year period unless a later date is specified in such notice.
- h) This Agreement is not a third-party beneficiary contract and confers no rights on any Student or employee of either party.
- i) This Agreement shall be governed by Ohio law.
- j) This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

- k) Any notice required hereunder shall be sent by certified or registered mail, return receipt requested, and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid) bearing the following address:

To the Facility:

Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

To the University

The University of Akron
302 Buchtel Common
Akron, OH 44325-3700

- l) The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain binding.
- m) During the term of this Agreement, the parties shall take such actions and revise this Agreement as necessary or advisable to comply fully with all laws, rules and regulations applicable to the performance and discharge of such services, including without limitation the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191: "HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations").
- n) Neither party shall use the name of the other in any promotional or advertising material unless review or approval of the intended use is obtained from the party whose name is to be used.
- o) Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in writing signed by each of the parties.

The individuals executing this Agreement represent that they have the authority to bind their respective party.

THE UNIVERSITY OF AKRON

FACILITY



Dr. Marlene Huff
Associate Dean
College of Health and Human Sciences
Date: 5/7/24

By: _____
Name: _____
Title: _____
Date: _____

Approved by:

John M. Wiencek, Ph.D.
Executive Vice President and Provost
Date: _____

Reviewed and approved for legal
form and sufficiency:

Scott M. Campbell
Assistant General Counsel and
Records Compliance Officer
Date: _____