

# CHIPPEWA LOCAL SCHOOL DISTRICT

## INTER-DISTRICT STUDENT ATTENDANCE AGREEMENT

(ORC 3323.13)

This Agreement is entered into by and between the Board of Education of the Chippewa Local School District (hereinafter "Chippewa") and the Board of Education of the Norton City School District (hereinafter "Norton").

**WHEREAS**, Norton has a student that is in need of services that it cannot provide; and

**WHEREAS**, Chippewa has those services available and sufficient classroom space to accommodate Norton's student; and

**WHEREAS**, Ohio's "Shared Services Law" (O.R.C. Section 9.482) specifically authorizes political subdivisions such as these Boards of Education to enter into agreements for "shared services"; and

**WHEREAS**, O.R.C. 3323.13 permits inter-district arrangements where a child who is a school resident of one school district may receive special education services from another district; and

**WHEREAS**, Chippewa and Norton desire to enter into an inter-district arrangement such that a student from Norton may attend school in Chippewa to receive the services contemplated by R.C. 3323.13.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by Chippewa and Norton:

1. Norton's student (known as \_\_\_\_\_) may attend the 11<sup>th</sup> grade at Chippewa Local Schools, JR/SR High School beginning August 20, 2024 and continuing for the balance of the 2024-2025 school year.
2. \_\_\_\_\_ will be permitted to access the existing programming in the Chippewa classroom and Chippewa is under no obligation to implement any new or additional programming for \_\_\_\_\_.
3. Norton will remain the district of residence of \_\_\_\_\_ and retain all legal responsibility under federal and state law for providing for the education of \_\_\_\_\_.
4. Through this Agreement, Norton will be purchasing the educational services from Chippewa that are currently required for \_\_\_\_\_.
5. In return for Chippewa providing those educational services, Norton will pay Chippewa tuition in accordance with R.C. 3323.13 and 3323.14.
6. Chippewa is not responsible for providing for the transportation of \_\_\_\_\_.
7. This Agreement shall remain in effect only until June 30, 2025, and shall have no further force and effect beyond such date without further affirmative action by the parties hereto.

8. This Agreement shall be subject to and construed according to the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect.
9. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement, and it supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written, and any purported agreement or understanding not herein contained, expressly or by implication, shall not be recognized. It may be amended only by means of a written instrument signed by duly authorized representatives of all parties.

IN WITNESS WHEREOF, representatives of the respective parties have indicated their acceptance of the foregoing terms of this Inter-district Agreement by affixing their signatures below:

**Chippewa Local School District  
Board of Education**

Todd S. Oller      8/15/2024  
Superintendent                      Date

Jim D. Hamman      08/15/2024  
Treasurer                      Date

**Norton City School District  
Board of Education**

\_\_\_\_\_  
Superintendent                      Date

\_\_\_\_\_  
Treasurer                      Date