

Chippewa Board of Education
Consent Agenda for Regular Meeting-July 23, 2018
Hazel Harvey Elementary School Cafeteria
7:00 PM
Mrs. Linda H. Fenn, President

I. Call to Order, Pledge of Allegiance, and Moment of Silence (Roll Call)

II. Resolution to approve the following minutes, a copy of which is attached hereto and incorporated herein.

- A. May 21, 2018
- B. May 31, 2018
- C. June 11, 2018
- D. June 25, 2018
- E. June 28, 2018
- F. July 2, 2018
- G. July 5, 2018
- H. July 9, 2018

III. Adoption of the Agenda

Motion by: _____ 2nd by: _____

DeAngelis _____, Fenn _____, Good _____, Nagy _____, Rohr _____,

IV. The Superintendent's Report

A. Chippewa Intermediate School Update

- 1. Sign at road
- 2. Sign on Building
- 3. Sign at front entrance
- 4. Lockers

B. Chippewa Junior/Senior High School

- 1. Main sign
- 2. Dirt needed for Chippewa Intermediate School Playground
- 3. Landscaping
- 4. Theatre seating

V. The Treasurer's Report

VI. Public Participation

The Board is committed to conducting its meetings in an orderly and efficient manner that assures that the regular agenda of the Board is completed in an expeditious manner, is respectful of the personal time commitments of Board members and other school personnel, and allows for a fair and adequate opportunity for input to be considered, whether in Board Meetings or through other available channels. Speakers are not permitted to address matters relating to individual students, personnel or other matters made confidential by law.

VII. Communication

- A. PTA
- B. Music Boosters
- C. All Sports Boosters
- D. Rogues' Hollow Festival Booth

VIII. Consent Agenda Items for the Regular Monthly Meeting

A. Finance Recommendations by the Treasurer

1. Resolution to approve the Check Register, a copy of which is attached hereto and incorporated herein.
2. Resolution to approve the Receipt Ledger, a copy of which is attached hereto and incorporated herein.
3. Resolution to approve the Financial Summary, a copy of which is attached hereto and incorporated herein.
4. Resolution to approve the Cash Reconciliation, a copy of which is attached hereto and incorporated herein.
5. Resolution to approve the Budget Actual Comparison, a copy of which is attached hereto and incorporated herein.

Motion by: _____ 2nd by: _____

Fenn _____, Good _____, Nagy _____, Rohr _____, DeAngelis _____,

B. Buildings, Sites and Major Purchases Recommendations by the Superintendent

1. Resolution to approve a purchasing threshold of _____ dollars whereas any purchase over that dollar amount must be approved by Board resolution prior to the purchase.
2. Resolution to approve the purchase of choir shells for Chippewa Jr/Sr High School from Wenger in the amount of \$34,757, a copy of which is attached hereto and incorporated herein.
3. Resolution to approve the purchase of portable steps from Wenger in the amount of \$11,796 for Chippewa Jr/Sr High School, a copy of which is attached hereto and incorporated herein.

4. Resolution to approve the purchase of a Piano for the new auditorium from Solich Piano in the amount of \$39,963, a copy of which is attached hereto and incorporated herein.
5. Resolution to approve the contract with Koorson Fire and Security for Fire Alarm upgrade at Chippewa Intermediate School, a copy of which has been reviewed by the Board's legal representation and is attached hereto and incorporated herein.
6. Resolution to approve the quote with Sable Asphalt and Concrete for parking lot repair at Chippewa Intermediate School in the amount of \$11,232.18, a copy of which has is attached hereto and incorporated herein.
7. Resolution to approve the quote with Jones and Associates Excavating for road to practice fields in the amount of \$23,000, a copy of which is attached hereto and incorporated herein.
8. Resolution to approve the purchase of Marching Band Percussion Instruments from Pellegrino's Music, in the amount of \$13,959.03, a copy of which is attached hereto and incorporated herein.

C. Education Recommendations by the Superintendent

1. Resolution to approve open enrollment for the 2018-19 school year.

D. Personnel and Community Services Recommendations by the Superintendent

1. Resolution to approve the contract with McGown and Markling, Attorneys at Law for the 2017-18 and 2018-19 school year, a copy of which is attached hereto and incorporated herein.

Motion by: _____ 2nd by: _____

Good _____, Nagy _____, Rohr _____, DeAngelis _____, Fenn _____

IX. New Business: Request approval on one reading.

- A. Resolution to approve Board Policy regarding Superintendent's leave and benefits effective August 1, 2018, as attached hereto and incorporated herein.

Motion by: _____ 2nd by: _____

Nagy _____, Rohr _____, DeAngelis _____, Fenn _____, Good _____

B. Resolution to approve the following fall supplementals.

| Supplemental | Name | Percentage | Amount |
|--------------------------------------|----------------|------------|---------|
| Marching Band Color Guard Instructor | Hillary Holmes | 3.5% | \$1,261 |
| Marching Band Color Guard Volunteer | Kaylea Harlow | 0 | 0 |

Motion by: _____ 2nd by: _____

Rohr _____, DeAngelis _____, Fenn _____, Good _____, Nagy _____

X. Adjournment

Motion by: _____ 2nd by: _____

DeAngelis _____, Fenn _____, Good _____, Nagy _____, Rohr _____

Customer Quotation



Quote: 3101796
 Prepared For: Chippewa High School
 100 Valley View Rd
 Doylestown OH 44230-1699

Page: 1
 Date: 6/07/2018
 Effective: For 60 days only

Delivery Within: **90-120 Days ARO
 Tax: Not Included
 Terms: PENDING CREDIT APPROVAL
 F.O.B. Point: Destination

Regarding: Section: 116133 - Parts 2.17 Stairs & 2.18 Towers

| Item | Description | Quantity | Unit Price | Price |
|---------|--|----------|------------|------------------------------|
| S231111 | Reference: - Bid Package 11B - Stage Curtain & Rigging - Section: 116133 Rigging Systems & Controls - Alternate No.9 - Orchestra Shell Towers - Alternate No.10 - Portable Stairs & Landing - Alternate No.11 - Motorized Stage Batten - Drawing #: QT-101, QT-102, QT-401 - Addendums Noted: 1, 2 - 2018 Wenger delivery & installation pricing included. ALTERNATE NO.9 - Orchestra Shell Towers Part 2.18 CUSTOM MAESTRO COMPONENTS (4) Towers Sqr Top 4ft Base, 8ft Radius, 12' Wide, 16' Tall (1) Wheeled Mover Face Material: Laminate - std colors Total Product Charge Total Charge DEDUCT: \$4,474.00 from total for supervised installation. Customer is to provide 3 skilled workers for the duration of the installation, estimated at 2 days. Customer will provide all tools, unload the truck, assemble and cleanup. | 1 | | 34,757.00 <hr/> 34,757.00 |

* Terms and Conditions of Sale appear on following page.

Submitted By: Maggie Kramer
 Project Cost Estimator

Phone: 800-326-8373 Ext 8329 Fax: 507-774-8580
 Email: maggie.kramer@wengercorp.com
 On Behalf of: Greg Hanbaum

WENGER CORPORATION
 555 Park Drive, PO Box 448
 Owatonna, MN 55060-0448
 Phone 800.4WENGER (493-6437)
 Fax 507.455.4258
 Parts & Service 800.887.7145

WENGER CORPORATION
 CANADA OFFICE
 Phone 800.268.0148

WORLDWIDE
 Phone 1.507.455.4100
 Fax 1.507.774.8576

WEB SITE
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Regarding: Section: 116133 - Parts 2.17 Stairs & 2.18 Towers

| Item | Description | Quantity | Unit Price | Price |
|---------|---|----------|------------|-----------|
| S228999 | ALTERNATE NO.10 - Portable Stairs and Landing Part 2.17 CUSTOM STAGETEK COMPONENTS (2) Stairway Landing Unit, Painted BLK 2" insulation underside Black powder coated frames (8) Adj. Legs - 38" elevation (2) Stairway, 6 step, Painted BLK 2" insulation under treads (8) Lin ft. Drapery - 37" high (1) Universal Deck & Rail Cart (2) Guardrail, 4' (4) Deck Anchor | 1 | | |
| | Total Product Charge | | | 11,796.00 |
| | Total Charge | | | 11,796.00 |
| | DEDUCT: \$605.00 from total for supervised installation. Customer is to provide 2 skilled workers fro the duration of the installation, estimated at 1 day. Customer will provide all tools, unload the truck, assemble and cleanup. | | | |
| | TERMS AND CONDITIONS | | | |
| | * Pricing is for 2018 delivery and installation. | | | |
| | * Price does not include Sales Tax. | | | |
| | * Price does include Field Measurements | | | |

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Regarding: Section: 116133 - Parts 2.17 Stairs & 2.18 Towers

| Item | Description | Quantity | Unit Price | Price |
|------|--|----------|------------|-------|
| | <ul style="list-style-type: none"> * Price includes ONE delivery w/installation and demonstration of product at time of delivery. If customer authorizes delivery & Jobsite is not ready to receive product and installation, customer shall be responsible for additional mobilization and other expenses. * Wenger shall attend Jobsite Meetings as necessary, while on site performing work. * If a payment bond is required by the Owner, the General Trades agree to provide a copy. * The time for delivery shown on the face of this quotation, if any, is an estimate only. Wenger Corporation will not be liable for any loss or damage to Buyer or others due to delay or not delivering in accordance with the estimated date regardless of cause. Wenger Corporation will select method of delivery unless specified by customer. * Full payments are due seven days after payment is received or should have been received by Contractor from Owner. Final payment is due 60 days after substantial completion of Wenger Corporation's work. Retainage held shall not exceed the amount withheld by Owner and/or allowable by law. * Wenger Corporation shall not waive its right to file a lien or bond claim, nor its right to payment for work properly performed and accepted by owner or its representative. | | | |

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| | <p>* Wenger Corporation accepts liability for bodily injury and property damage only to the extent of the direct costs caused by its own negligent acts during the performance of our work.</p> <p>* Wenger Corporation expressly conditions all orders upon the acceptance by Buyer of Company's terms and conditions without change unless specifically set forth in writing and accepted by the signature of an authorized representative of Company at Owatonna, MN.</p> | | | |

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Be kindly affectioned one to another with brotherly love; in honour preferring one another; Not slothful in business; fervent in spirit; serving the Lord; Romans 12:10-11

7/3/2018



DELIVERY DATE
ASAP

Solich Piano and Music Company
27730 Chagrin Boulevard Woodmere, Ohio 44122
www.solichmusic.com Phone: (216) 831-1044 Email: Cleveland@solichmusic.com
Toll Free: 1 (888) 321-9111

PURCHASE AGREEMENT

SERVICE COPY

Purchaser
Chippewa Local Schools
56 Portage St
Doylestown, OH 44230
daytime (330) 658-6368
evening (330) 697-3408

Instrument

| | | |
|---------------------------|----|-----------|
| Yamaha, DC1XENST PE, #TBD | \$ | 38,688.00 |
| DOLLY | \$ | 650.00 |
| COVER | \$ | 375.00 |

| | | | |
|-------|--------------------|-----------|------------------|
| | Subtotal | \$ | 39,713.00 |
| 0.00% | Tax | \$ | - |
| | Delivery Fee | \$ | 250.00 |
| | Mileage Fee | \$ | - |
| | Stair Charge | \$ | - |
| | Grand Total | \$ | 39,963.00 |
| | FALSE | \$ | - |
| | Balance Due | \$ | 39,963.00 |

- Warranty on all pianos unless denoted otherwise*
- 5-year full trade-up on digital pianos*
- 10-year full trade-up on acoustic pianos*

X
purchaser signature

SALESPERSON: EM

All Sales Are Final, Trade-ins are considered to be without liens.

comments
10 year manufacturer warranty. Includes matching bench. Please provide PO and Tax ID

COD BALANCES MUST BE PAID IN CASH OR CERTIFIED CHECK. THIS PURCHASE AGREEMENT IS SUBJECT TO THE APPROVAL OF MANAGEMENT. SEE TERMS AND AGREEMENTS ON ADDENDUM A. CERTAIN TERMS OF ADDENDUM A DO NOT APPLY IF FINANCE OPTIONS ARE WAIVED AND INSTRUMENT IS PAID IN FULL UPON DELIVERY OF SAID INSTRUMENT.

DATE: March 6, 2018

TO: Lori Sizemore
Chippewa Local Schools

FROM: John Raber
Koorsen Fire & Security
330-762-3343

SUBJECT: High School Fire Alarm Replacement

The following is our proposal for the above project. Please let me know if you have any questions.

System(s) Provided: Gamewell

Scope of Work:

Design Submittals, Permit Fees, Listed Materials, Labor for Installation, Testing, and Training. This will be an addressable type system with Voice Evacuation to meet current Fire Codes and ADA Standards. A microphone for broadcasting over the system will be at the main panel and one in the office area. A remote annunciator in the office area and at the door designated by the local Fire Department for a description and location of the device activated.

Bill of Material:

| Qty | Mfr. | Device Description |
|-----|-------------|---|
| 1 | Gamewell | Enclosure, Command Center, Black, Intelligent Loop, Voice Evacuation |
| 2 | Gamewell | LCD Touch Screen Remote Annunciator |
| 4 | Gamewell | Transponder 50 watt, 25 VRMS Audio Amplifiers |
| 2 | Gamewell | INCC-MIC Paging Microphone Module |
| 1 | Gamewell | Addressable Monitor Module |
| 10 | Gamewell | Addressable Output Relay Control Module |
| 9 | Gamewell | Addressable Double Action Pull Station |
| 3 | Gamewell | Analog Photoelectric Smoke Detector |
| 10 | Gamewell | InnovairFlex Intelligent Duct Detector, with Test Station |
| 2 | Gamewell | Advanced Multi-Criteria Fire/Carbon Monoxide Detector with Sounder Base |
| 90 | Gamewell | Speaker/strobe, wall, multi-candela 15, 30, 75, 95, 110, 135, 185 cd, red |
| 2 | Gamewell | Speaker/strobe, wall, multi-candela 15, 15/75, 30, 75, 110, 115, red, outdoor |
| 1 | Gamewell | IPGSM-4G Internal and 4G Cellular Fire Alarm Communicator. |
| 1 | Gamewell | 8 amp 24 volt F/A Power Supply, 120 Vac |
| 6 | Power Sonic | Battery 12v 12ah |
| 1 | Ditek | 120V Surge Suppressor |

Pricing: The total cost for material and labor will be..... \$49,856.00
This includes a ONE (1) year labor and ONE (1) year parts warranty.

Notes: Koorsen Fire & Security will bill, upon credit approval, progressively on a monthly basis until the project is complete.

Offering complete Design, Installation, and Service since 1946

Fire Alarm
Security and Fire Monitoring
CCTV- Video Surveillance
Card Access

Sprinkler Systems (Backflow/Hydrants/Fire Pumps)
Restaurant & Industrial Fire Suppression
Clean Agent & Special Hazards Fire Suppression
Complete Installation, Inspection & Maintenance

Exit/Emergency Lighting
Fire Extinguishers
Intercom, Sound, Data, MATV
Nurse Call

Scope Continued:

Any approvals, fees or permits required for installation or approval of the system are included.

Submittal of drawings or correspondence to any State, Insurer or Authority Having Jurisdiction is included.

Installation and termination of devices is included.

All 120 VAC power required by our system is to be supplied by others. Power is to be dedicated to our equipment unless specified otherwise.

Any trenching, backfilling, sealing, fire stopping, cutting, painting or patching required to complete the scope of work is not included.

We will perform our scope of work during normal working hours, Monday through Friday, 8:00 AM to 5:00 PM.

Any work required to be performed at other than normal working hours will be invoiced accordingly.

The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Koorsen Fire & Security or use or permit the use of such information or data to compete with Koorsen Fire & Security in any manner.

This proposal may be withdrawn by Koorsen Fire & Security if not accepted within 60 days of the above date.

This proposal assumes full and unfettered access will be given to all necessary areas of the building for Koorsen Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.

We have designed this system to the best of our ability and our interpretation of applicable codes. However, if the AHJ requires any additional devices, these will be a change order and extra cost.

Systems will require monitoring for final check out.

Koorsen Fire & Security Profile:

Koorsen Fire & Security, founded in 1946, is a recognized leader in low voltage systems contracting. Our products can be found working everywhere, from high-rise buildings to the corner retail store, throughout the United States. For over 60 years, we have earned the confidence of architects, engineers, owners and contractors. Clients vary widely to include virtually every type of industrial, commercial, and institutional facility.

Koorsen has been installing low voltage electronic and suppression systems throughout the United States since 1946. Since we are a privately held distributor/contractor that is not controlled by a single manufacturer or supplier, it enables us to offer our customers a variety of products, services and suppliers. We constantly review these manufacturers and suppliers in order to provide our customers the best possible equipment to meet their needs.

Our people are our strongest resource; the quality of our products is a close second. Combining the two ensures our clients the maximum return on their product dollar. Koorsen Fire & Security wants to help you complete your integrated systems goals, on time and under budget.

Offering complete Design, Installation, and Service since 1946

Fire Alarm
Security and Fire Monitoring
CCTV- Video Surveillance
Card Access

Sprinkler Systems (Backflow/Hydrants/Fire Pumps)
Restaurant & Industrial Fire Suppression
Clean Agent & Special Hazards Fire Suppression
Complete Installation, Inspection & Maintenance

Exit/Emergency Lighting
Fire Extinguishers
Intercom, Sound, Data, MATV
Nurse Call

KOORSEN FIRE & SECURITY TERMS AND CONDITIONS

1. **AGREEMENT.** Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Fire & Security. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
3. **PURCHASE PRICE AND PAYMENT.** Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
4. **ALLOCATION OF RISK OF LOSS.** Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.
5. **JOBSITE, APPROVAL AND PERMITS.** Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.
6. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
7. **LIMITED WARRANTY-** *Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. This warranty is void if the system is inspected, tested, or serviced by anyone other than Koorsen Fire & Security during the warranty period. **THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE***
8. **BREACH BY KFS.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
9. **INDEMNIFICATION.** Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly, a breach of the Agreement by Customer. Customer's liability under Section 9 of this Agreement shall not exceed the amount provided by insurance purchased by Customer for this purpose or the amount specifically appropriated by Customer for this purpose, whichever is greater. As used in this paragraph, the term "KFS" shall include KFS's employees,

agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractor's representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

- 10. **INSURANCE.** IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
- 11. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.
- 12. **CONSENT TO VENUE.** Customer consents to the exclusive jurisdiction and venue of Courts of the State of Ohio and Wayne County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.
- 13. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KFS does not grant to Customer any reproduction rights or any rights to use such information.

14. **SERVICES NOT INCLUDED.**

- A. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
 - B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.
 - C. If applicable, Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - D. If applicable, Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - E. No provision to exhaust any discharged agent is included in this Proposal.
 - F. Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
 - G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.
15. **MECHANICS' LIEN NOTICE.** Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed and understands KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is KFS, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a Mechanic's Lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

For Customer

For Koorsen Fire & Security

Acceptance

Date:

Printed Name:

Signature:

PO Number:

Company Name:

Address:

City, State, ZIP:

John Raber

Koorsen Fire & Security

Sable Asphalt & Concrete
 1324 Kenmore Blvd.
 Akron Ohio 44314
 (330) 745-9585 Office
 (330) 745-9580 Fax

Estimate

| | | | |
|-----------------|--|----------------|---|
| Customer | Chippewa Local Schools 56 North Portage Street Doylestown Ohio 44230 | Project | Chippewa Local Schools 100 Valley View Road Doylestown Ohio 44230 |
|-----------------|--|----------------|---|

| Sales Rep | Date | Project # | Deposit | Payment Terms | Job Name |
|---------------------|-----------|-----------|---------|---------------|-------------|
| Thomas D Adamson | 6-19-2018 | 341 | 0.00 | Net 30 | High School |

Sales Description

CRACKFILL - SEALCOAT - LINESTRIPE: Approx. 124,802 SF

Main cracks, 1/4" or wider, to be filled using HOT Rubberized filler and vee squeegeed. No hairline cracks or alligatored areas included. (Cracksealing: Cracks that are larger than 1/4" and smaller than 1/2" will be sealed prior to sealcoating unless otherwise specified in the proposal.)

CRACKFILL - SEALCOAT - LINESTRIPE: Approx. 124,802 SF

Apply one (1) HEAVY coat of SealMaster, coal tar emulsion, Federal Specification RP355E GSA-FSS. Sealer applied with 3-4 lbs of silica sand added. Pavement preparation to include cleaning by power blowing. Accumulations of oil and grease shall be scraped and wired broomed. Oil and gas stains are to be neutralized to assure bonding of sealer. Product guaranteed to meet or exceed Federal Specifications.

LINE STRIPING:

Parking area to be striped using Sherwin Williams Fast Dry Traffic paint to original layout and color.

Price includes 1 ton of asphalt skin patching.

I hereby have read and agree to the contract terms below and agree to pay the amount of \$11,232.18 in U.S. dollars +/- any change order(s).

Signed _____ Dated _____

Printed _____

You are hereby authorized to furnish all equipment, materials and labor to complete the work mentioned in the above proposal, for which I/we agree to pay the amount mentioned in said proposal, and according to the terms thereof, which are part of this contract. I hereby state that I have read and accept the terms and conditions of this proposal. I acknowledge that Sable Services Inc. has requested a copy of the "Notice of Commencement" on this project (if acceptable) and that I will provide the same to Sable Services Inc. within ten days of the date thereof.

ESTIMATE**Jones and Associates Excavating**

1092 Evans Ave
Akron, Ohio 44305

Contact: Tim Jones
Office 330-633-4061
Cell 330-351-3819

Quote To: C.T. Taylor
Attention Dave
Date 5-29-18

Job Name: Chippewa High School
16' wide driveway to rear fields

Date of Plans

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------------|--|----------|------|------------|--------------------|
| 1 | Approx. 730' driveway per plan incl. 12" culvert | 1.00 | LS | 23,000.00 | 23,000.00 |
| GRAND TOTAL | | | | | \$23,000.00 |

NOTES:

Above pricing does not include the following:

Permits/fees
Layout
Inspection
Compaction testing
Bond

Thank You
Tim Jones

PERCUSSION EQUIPMENT REQUESTED:

5040 Everhard Road NW
Canton, Ohio 44718
www.PellegrinoMusic.com

330-498-8400
877-498-8400

4/20/18

Chippewa HS

ATTN: Band Director

RE: Instrument Price Quote

| Quantity | Description | Model | Unit Retail | Unit Bid | Total Bid |
|----------|--|-----------|-------------|------------|------------|
| 5 | Pearl 14x12 Championship Maple Marching Snare FFX w/OneTouch Release, 14.5 lbs., Black Wrap, Aluminum Hardware | FFXMI412 | \$1,200.00 | \$600.00 | \$3,000.00 |
| 2 | Pearl 6+8+10+12+13 Championship Maple Marching Tenors Sonic Cut, 25.3 lbs., Black Wrap, Aluminum Hardware | PM1M68023 | \$2,080.00 | \$1,040.00 | \$2,080.00 |
| 1 | Pearl 22x14 Championship Maple Marching Bass Drum, 20.1 lbs. | PBDM2214 | \$1,168.00 | \$584.00 | \$584.00 |
| 1 | Pearl 24x14 Championship Maple Marching Bass Drum, 21.5 lbs. | PBDM2414 | \$1,206.00 | \$603.00 | \$603.00 |
| 1 | Pearl 26x14 Championship Maple Marching Bass Drum, 22.8 lbs. | PBDM2614 | \$1,336.00 | \$668.00 | \$668.00 |
| 1 | Pearl 28x14 Championship Maple Marching Bass Drum, 24.3 lbs. | PBDM2814 | \$1,374.00 | \$687.00 | \$687.00 |
| 5 | Pearl Marching Snare Case | PD1412 | \$158.00 | \$95.00 | \$475.00 |
| 3 | CX Air Frame Snare Drum Carrier w/CXSA2 Sn Attachment, ACS Belt | CXSI | \$480.00 | \$240.00 | \$1,200.00 |
| 3 | Marching Snare Drum Stand w/adjustable leg for bleachers & uneven surfaces | MSS3000 | \$310.00 | \$155.00 | \$775.00 |
| 2 | Pearl Marching Quins Case | PD8004 | \$296.00 | \$177.00 | \$354.00 |
| 2 | CX Air Frame Tenor Drum Carrier w/CXBB1/B Tenor Back Bar, ACS Belt | CXT1 | \$536.00 | \$268.00 | \$536.00 |
| 2 | Marching Tenor Stand w/adjustable leg for bleachers & uneven surfaces | MTS3000 | \$344.00 | \$172.00 | \$344.00 |
| 1 | 22" Bass Case | PD2214 | \$220.00 | \$132.00 | \$132.00 |
| 1 | 24" Bass Case | PD2414 | \$246.00 | \$147.00 | \$147.00 |
| 1 | 26" Bass Case | PD2614 | \$258.00 | \$153.00 | \$153.00 |
| 1 | 28" Bass Case | PD2814 | \$260.00 | \$156.00 | \$156.00 |
| 4 | CX Air Frame Bass Drum Carrier w/ ACS Belt | CXBI | \$492.00 | \$246.00 | \$984.00 |
| 4 | Marching Bass Drum Stand w/adjustable leg for bleachers & uneven surfaces | MBS3000 | \$342.00 | \$171.00 | \$684.00 |

Pricing is Good for 90 Days

| | |
|---------------------|--------------------|
| GRAND TOTAL: | \$13,564.00 |
|---------------------|--------------------|



2017-2018 SCHOOL YEAR SCHOOL LAW HOTLINESM AGREEMENT

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive *School Law Hotline*SM, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2017-2018 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over \$1 million worth of legal services offered to Ohio's education community. The *School Law Hotline*SM is a registered service mark held by the Firm. More information regarding the *School Law Hotline*SM can be found at www.schoollawhotline.com.

The **Chippewa Local School District Board of Education** ("Educational Institution") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2017-2018 school year (i.e., July 1, 2017, through June 30, 2018). This Agreement is at-will and may be terminated by either party at any time.

SCOPE OF ENGAGEMENT

- I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*SM.

- II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.

- III. School Law Hotline Hours:
 - A. The Firm shall provide the Educational Institution with five (5) pro bono hours of legal services for the 2017-2018 school year.

 - B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2017-2018 school year, shall be billed at a blended hourly rate of \$250 as compared to the Firm's regular rates of up to \$350 (non-litigation) and \$600 (litigation) per hour which may be billed to the Firm's non-*School Law Hotline*SM clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution Office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution Office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only thereby preserving the attorney-client relationship between the Firm and the Educational Institution.

E. Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.

THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By: _____ Date _____
Linda H. Fenn, Board President

Sandy Stebly, Superintendent Date

Steven Workman, Treasurer Date

Resolution No.: _____

McGOWN & MARKLING Co., L.P.A.:

By: *s/Matthew John Markling*
Matthew John Markling, Managing Director

February 26, 2018
Date

2018-2019 SCHOOL YEAR SCHOOL LAW HOTLINESM AGREEMENT

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive *School Law Hotline*SM, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2018-2019 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over \$1 million worth of legal services offered to Ohio's education community. The *School Law Hotline*SM is a registered service mark held by the Firm. More information regarding the *School Law Hotline*SM can be found at www.schoollawhotline.com.

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SCOPE OF ENGAGEMENT

I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*SM.

II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.

III. School Law Hotline Hours:

A. The Firm shall provide the Educational Institution with five (5) pro bono hours of legal services for the 2018-2019 school year.

B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2018-2019 school year, shall be billed at a blended hourly rate of \$250 as compared to the Firm's regular rates of up to \$400 (non-litigation) and \$600 (litigation) per hour which may be billed to the Firm's non-*School Law Hotline*SM clients. **Please also note that the Educational Institution is being given a courtesy discount as the regular 2018-2019 school year blended hourly rate for other *School Law Hotline*SM clients is \$275.** These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution Office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution Office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only thereby preserving the attorney-client relationship between the Firm and the Educational Institution.

E. Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.

THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By: _____ Date _____
Linda H. Fenn, Board President

Sandy Stebly, Superintendent Date

Steven Workman, Treasurer Date

Resolution No.: _____

McGOWN & MARKLING Co., L.P.A.:

By: *s/Matthew John Markling*
Matthew John Markling, Managing Director

February 26, 2018
Date



**RESOLUTION TO ADOPT COMPENSATION AND BENEFITS POLICY FOR THE
SUPERINTENDENT ON ONE READING**

WHEREAS, the Chippewa Local School District Board of Education (“Board”) desires to formally adopt board policy relating to the following compensation and benefits for Superintendent Todd Osborn (“Osborn”) effective August 1, 2018, and consistent with the terms and conditions of the employment contract between the Board and Osborn and Board Resolution Nos. 166-18 (July 5, 2018) and 172-18 (July 9, 2018), as well as R.C. 3319.01 and applicable laws: (A) Tax Deferred Annuity Withholding and Transfer, (B) Pick-Up On The Pick-Up Plan, (C) Health Care, (D) Group Term Life Insurance, (E) Medicare, (F) Bonus for Honoring Contract Term and Waiving R.C. 3319.15 and Applicable Rights, (G) Holidays, (H) Vacation Leave, (I) Sick Leave, (J) Personal Leave, and (K) Severance Pay.

WHEREAS, pursuant to Board Policy BFF, prior notice – described in writing – has been given to the Board that Board Policy BF shall be suspended for the July 23, 2018 regular board meeting upon a majority vote of the Board present and voting at the July 23, 2018 regular board meeting for the purpose of adopting Board Policy CBD, which shall be entitled “Superintendent’s Compensation and Benefits” and effective August 1, 2018, on one reading at the July 23, 2018 regular board meeting.

NOW THEREFORE BE IT RESOLVED THAT, pursuant to Board Policy BFF, the Board hereby suspends Board Policy BF to adopt Board Policy CBD, which shall be entitled “Superintendent’s Compensation and Benefits” and effective August 1, 2018, on one reading at the July 23, 2018 regular board meeting.

NOW THEREFORE BE IT RESOLVED THAT, Board hereby adopts Board Policy CBD, effective August 1, 2018, which provides as follows:

SUPERINTENDENT’S COMPENSATION AND BENEFITS

A. Tax Deferred Annuity Withholding and Transfer

Effective August 1, 2018, and upon the written request of Superintendent, the Board shall withhold and transfer a portion of Superintendent’s salary to a tax-deferred annuity program chosen by Superintendent from such programs as may be adopted by the Board consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

B. State Teachers Retirement System of Ohio

1. STRS Employer Contribution

Effective August 1, 2018, the Board shall pay the entire share of the employer contribution of any and all State Teachers Retirement System of Ohio (“STRS”) contributions consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

2. Pick-Up On The Pick-Up Plan

Effective August 1, 2018, the Board adopts a “pick-up on the pick-up” plan and specifies that the “pick-up on the pick-up” plan: (a) shall apply to Superintendent, (b) shall mandate that the Board pay the Superintendent’s entire share of the employee/member contribution of any and all STRS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member STRS contribution by the Board as compensation to the Superintendent, (d) shall include payment of the Superintendent’s entire employee/member STRS contribution by the Board in the Superintendent’s salary for STRS retirement purposes, (e) shall be a mandatory condition of employment as the Superintendent, and (f) shall prohibit the Superintendent from opting out of the plan consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

C. Health Care

1. Effective August 1, 2018, Superintendent shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

2. The Board shall pay One Hundred Percent (100.00%) of the premium for said health care plans consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

3. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.

D. Group Term Life Insurance

Effective August 1, 2018, the Board shall provide Superintendent with a group term life insurance policy no less than the total amount of the Superintendent's annual base salary consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

E. Medicare

Effective August 1, 2018, the Board shall pay directly to the federal government Superintendent's share of Medicare consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

F. Bonus for Honoring Contract Term and Waiving R.C. 3319.15 and Applicable Rights

1. Should Superintendent be employed with the Board on August 2, 2019, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.
2. Should Superintendent be employed with the Board on August 2, 2020, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.
3. Should Superintendent be employed with the Board on August 2, 2021, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.

4. Should Superintendent be employed with the Board on July 31, 2022, the Board shall pay Superintendent a bonus in the total amount of Six Thousand Dollars and Zero Cents (\$6,000.00) in consideration of Superintendent honoring the contract term and waiving Superintendent's rights under R.C. 3319.15 and applicable laws.

H. Holidays

1. Effective August 1, 2018, Superintendent shall be entitled to eleven (11) paid holidays, which are the same dates set forth in R.C. 3319.087 and the collective bargaining agreement between the Board and the classified employees consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
2. Any unused holidays as of July 31st shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate within thirty (30) days after July 31st consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
3. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.

I. Vacation Leave

1. Effective August 1, 2018, Superintendent shall be entitled to twenty (20) vacation days consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio; however, no unused vacation days shall accrue or carry over from year to year. In other words, if Superintendent does not use any paid vacation leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid vacation leave on August 1, 2019. Nor shall Superintendent ever use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. That being said, any unused vacation days as of July 31st shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate within thirty (30) days after July 31st.

2. Nothing in this policy precludes the Board from compensating Superintendent for unused vacation days at the sole discretion of the Board consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
3. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.

J. Sick Leave

1. Effective August 1, 2018, Superintendent shall be entitled to up to two hundred eighty six (286) sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
2. Effective August 1, 2018, Superintendent may use up to two hundred eighty six (286) sick leave days consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
3. Effective August 1, 2018, Superintendent shall be entitled to accumulate up to two hundred eighty six (286) sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 – as applicable – and consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
4. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.

K. Personal Leave

1. Effective August 1, 2018, Superintendent shall be entitled to three (3) paid personal days consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio; however, no unused personal days shall accrue or carry from year to year. In other words, if Superintendent does not use any days of paid personal leave prior to July 31, 2019, Superintendent shall have zero (0) days of paid personal leave on August 1, 2019. That being said, any unused personal days as of July

31st shall be either converted to sick days or paid to Superintendent at Superintendent's current per diem rate within thirty (30) days after July 31st.

2. Nothing in this policy precludes the Board from compensating Superintendent for unused personal leave days at the sole discretion of the Board consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
3. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.

L. Severance Pay

1. Effective August 1, 2018, Board shall pay Superintendent twenty five percent (25%) of Superintendent's remaining accumulated and unused sick leave days at Superintendent current per diem rate on the date of actual retirement with a maximum payment of seventy one and one half (71.5) days plus five and one half (5.5) day per year if employed by the Board after July 31, 2019, and one (1) day for each additional year employed by the Board after July 31, 2020, pursuant to R.C. 124.39(C), Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio. In other words, if Superintendent qualifies and accepts retirement benefits under the STRS/School Employees Retirement System of Ohio ("SERS") while employed by the Board as the Superintendent/Chief Executive Officer, Superintendent shall qualify for a one-time severance payment.
2. This one-time severance payment shall be equal to Superintendent's per diem rate of pay at the time of retirement (i.e., Annual Salary Base Salary ÷ 260 days) times twenty-five percent (25%) of the accumulated maximum unused sick leave, the total of which shall never exceed thirty (30) days (i.e., 25% x 120 accumulated maximum unused sick days = 30 days).
3. This policy shall be independent of the collective bargaining process between the Board and any applicable labor organizations.