

5937

**McDONALD LOCAL BOARD OF EDUCATION
MONDAY, DECEMBER 21, 2015
WORK SESSION – 7:00 P.M.
REGULAR MEETING – 7:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Monday, December 21, 2015, in the library at McDonald High Schools, 600 Iowa Avenue, McDonald, Ohio 44437.

The Work Session was called to order at 7:00 p.m. and the Regular Meeting was called to order at 7:30 p.m. by President Hart. Treasurer Bill Johnson called the roll.

Roll Call:

Members Present: Jack Dugan, Catherine Harvey, Jody Klase
John Saganich, Tom Hart

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 15-317 Approve agenda for Regular Meeting of December 21, 2015

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

Recognition of Visitors / Audience Participation:

Tom Hannon – Speaks on Various Suggestions

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Res. 15-318 Approval of Board Minutes:

Regular Meeting – November 16, 2015

Mrs. Harvey moved and Mrs. Klase seconded

Discussion: There was a typographical error on Res. 305 regarding the New York Field Trip. Minutes stated for the year 2015, not 2016. Minutes will reflect change of 2016.

Yeas: Harvey, Klase, Dugan, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-319 Approval of Board Minutes:

Special Meeting – December 9, 2015

Mrs. Harvey moved and Mr. Dugan seconded

Yeas: Harvey, Dugan, Klase, Saganich, Hart

Nays: None

President declared motion carried

Old Business: any Old Business to bring before the Board - None

New Business:

A. Finance Committee – Catherine Harvey, Chairperson

Res. 15-320 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: November 2015

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer I move to approve the above financial reports for November 2015.

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Mrs. Harvey moved and Mr. Saganich seconded
Yeas: Harvey, Saganich, Dugan, Klase, Hart
Nays: None
President declared motion carried

Res. 15-321 DONATION

Resolution to accept a donation from Cara Pecchia, Owner of The Learning Tree Preschool, in the amount of \$200.00 to be deposited into the stage account.

Upon the recommendation of the district treasurer I move to approve the above donation.

Mrs. Harvey moved and Mr. Saganich seconded
Yeas: Harvey, Saganich, Dugan, Klase, Hart
Nays: None
President declared motion carried

Res. 15-322 SPRINKLER/BACKFLOW CONTRACTS

Resolution to approve the following annual contracts with S.A. Comunale for 2015:

Roosevelt Elementary – Wet Sprinkler Inspection and Backflow Test and Inspection in the amount of \$200.00. (See Exhibit A)

McDonald High School – Wet Sprinkler Inspection and Backflow Test and Inspection in the amount of \$620.00. (See Exhibit B)

Upon the recommendation of the district treasurer I move to approve the above contracts.

Mrs. Harvey moved and Mr. Saganich seconded
Yeas: Harvey, Saganich, Dugan, Klase, Hart
Nays: None
President declared motion carried

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Res. 15-323 SF-14H TUITION BILLING

Resolution to accept the Proposal and Agreement from Timothy O'Keefe to research and prepare tuition billing (SF-14, SF-14H) for court placed students for the McDonald Local School District for the 2015-2016 school year. (See Exhibit C)

Upon the recommendation of the district treasurer I move to approve the above proposal and agreement.

Mrs. Harvey moved and Mr. Saganich seconded
Yeas: Harvey, Saganich, Dugan, Klase, Hart
Nays: None
President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 15-324 SUPPLEMENTAL CONTRACTS – 2015/2016

Resolution to hire the following personnel on supplemental contracts for the 2015-2016 school year:

Tom Senich – Assistant Athletic Director, \$1,666 (pro-rated for the 2015-2016 school year).

Dave Guerra – Boys Junior High Track Coach, \$1,666.

Jeannette Domitrovich – Girls Junior High Track Coach, \$1,666.

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Dugan, Klase, Harvey
Nays: None
President declared motion carried

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Res. 15-325 SUPPLEMENTAL CONTRACTS – 2016/2017

Resolution to hire the following personnel on supplemental contracts for the 2016-2017 school year:

Dan Williams – Head Football Coach, as per negotiated agreement.

Matt Vukovic – Golf Coach, as per negotiated agreement.

Chris Rupe – Boys Varsity Cross Country Coach, as per negotiated agreement.

Mike Richards – Girls Varsity Cross Country Coach, as per negotiated agreement.

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Dugan, Klase, Harvey

Nays: None

President declared motion carried

Res. 15-326 BOARD NOMINATION FOR ORGANIZATION MEETING

Resolution to nominate Jody Klase as President Pro tem to preside over the organization meeting on January 11, 2016.

Upon the recommendation of the district superintendent I move to approve the above President Pro tem.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Dugan, Klase, Harvey

Nays: None

President declared motion carried

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Res. 15-327 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Dan Williams – T.C. Coaches Recruiting Day, Warren, 11/30/15, substitute \$80.

Danielle DeChellis – Youngstown Phantoms Game, Chaperone, Youngstown, 12/2/15, substitute \$80.

Dana Lariccia – Alternate Assessment: Full Training, Niles, 12/3/15, substitute \$80.

Emily Brown – TCESC Counselors Meeting & In-service Day (TCTC), Champion, 12/9/15, \$0.

Dan Williams – OHSAA Arbiter Training Session, Berlin Center, 12/10/15, substitute \$80.

Tom Senich – Athletic Director Computer Training, Berlin Center, 12/10/15, substitute \$80.

Emily Brown – Pre-Scheduling 2016-2017, Champion, 1/7/16, \$0.

Dana Lariccia – Secondary Transition Planning, Boardman, 1/20/16, substitute \$80.

Anthony Napolitano – Secondary Transition Planning, Boardman, 1/20/16, substitute \$80.

Cathy Woods – Crisis Management, Niles, 1/22/16, substitute \$80.

Josh Krumpak – Crisis Management, Niles, 1/22/16, substitute \$80.

Rob Hilbun – Crisis Management, Niles, 1/22/16, substitute \$80.

Upon the recommendation of the district superintendent I move to approve the above professional leaves.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Dugan, Klase, Harvey

Nays: None

President declared motion carried

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C. Program/Policy Committee – Jody Klase, Chairperson

Res. 15-328 SECOND READIG – POLICY #IJA
CAREER ADVISING

Resolution to approve the second reading of Policy #IJA – Career Advising. (See Exhibit D)

Upon the recommendation of the district superintendent I move to approve the above second reading of Policy #IJA.

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-329 OSBA SERVICES AGREEMENT

Resolution to approve the OSBA Agreement for the Update Service of modifications of new/revised board policy adoptions, in the amount of \$675. (See Exhibit E)

Upon the recommendation of the district superintendent I move to approve the above agreement.

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-330 OSBA LEGAL ASSISTANCE FUND (LAF)

Resolution to approve the OSBA Legal Assistance Fund (LAF) Consultant Service for 2016, in the amount of \$250. (See Exhibit F)

Upon the recommendation of the district superintendent I move to approve the above assistance fund.

5944

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-331 OSBA ANNUAL MEMBERSHIP DUES

Resolution to approve the OSBA Annual Membership Dues and the School Management News subscription, in the amount of \$2,629. (See Exhibit G)

Upon the recommendation of the district superintendent I move to approve the above dues.

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-332 OSBA POLICY SERVICE (OPS) REVIEW

Resolution to approve the OSBA Services Agreement for Policy Review, in the amount of \$5,200. (See Exhibit H)

Upon the recommendation of the district superintendent I move to approve the above agreement.

Mrs. Klase moved and Mr. Dugan seconded
Yeas: Klase, Dugan, Harvey, Saganich, Hart
Nays: None
President declared motion carried

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Res. 15-333 Adjournment

Mrs. Harvey moved and Mrs. Klase seconded to adjourn the Regular Meeting at 8:17 p.m.

Yeas: Harvey, Klase, Dugan, Saganich, Hart

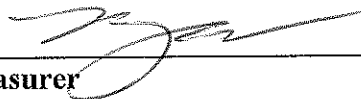
Nays: None

President declared motion carried


ATTEST:



President



Treasurer

 S.A. Comunale An EMCOR Company	45 N. Canfield-Niles Rd., Suite 4000 Austintown, OH 44515 Phone: 330-797-7558 Email: samantha.grimm@comunale.com	Proposal Number: 2016-165 Proposal Date: 12/1/2015 Revision Number: Rev 0.0 Revision Date:
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PROPOSAL & CONTRACT for INSPECTION

Attention: Tom Amicone

Quoted To:

Site Location:

McDonald Elementary School
528 Educational Ave
McDonald, OH 44437
330-980-1685
Tom.Amicone@neomin.org

McDonald Elementary School
528 Educational Ave
McDonald, OH 44437

In accordance with your request, we are pleased to offer the following **one year** Inspection Contract and proposal. Our proposal is based on the following Inspection(s) Performed and the listed Scope of Work:

<u>Inspection Performed</u>	<u>Inspection Frequency</u>	<u>Inspection Price</u>
Wet Sprinkler Inspection	Annual	125.00
Backflow Test and Inspection	Annual	75.00
Total Cost of Inspection Contract / Proposal		\$200.00

Scope of Work:

Wet Fire Sprinkler System(s) – Annual: we will visually inspect the hydraulic placard, vane type waterflow switch, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads, hangers and make any recommendations to areas that appear might be troublesome during cold weather month. We will perform a function test on any alarm pressure switch, vane type water flow switch, valve tamper switch and water motor alarm gong (if applicable). We will perform a main drain test on each wet sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem.

Backflow Prevention Device(s) – Annual: backflow(s) will be tested and certified as required by the state water authorities or local water departments. All devices are inside and do not require confined space entry. The owner is responsible for providing the original paperwork for the localities that require such paperwork. Backflows located in a confined space may require additional costs and will be priced in a separate line item.

Exclusions:

- Overtime Or Holidays
- Special Lift Equipment

Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made.

This inspection pricing is based upon a **one technician** crew from the S. A. Comunale Co., Inc.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a electronic report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable)

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals

signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS WHEREOF, this Contract is entered into on the ____ day of ____, 2015.

CUSTOMER:

McDonald Elementary School



Signature

Kevin R O'Connell

Print Name

Board President

Title

CONTRACTOR:

S.A. Comunale Co., Inc.

Signature

Samantha Grimm

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:
Enter Name And Title Separated By Comma - Enter N/A For None.

TERMS & CONDITIONS

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.

2. **Inspection Report:** Contractor will provide a written Inspection Report to Customer (and any other party as directed by Customer), which shall include a list of all Equipment inspected, and any recommendations regarding additional services, maintenance, repairs, replacements, alterations or adjustments that, in the judgment of Contractor, should be performed. The recommendations made by Contractor are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property and other damages by indicating obvious defects or impairments noted to the Equipment inspected. Contractor's Inspection Report shall not be construed as a warranty of the condition of the Equipment inspected, and it is not intended to imply that no other defects or hazards exist in the Equipment. Final responsibility for the condition and operation of the Equipment lies with the Customer. Should the Customer decline additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, Contractor shall be relieved from any and all liability arising there from.

3. **Additional Work:** This Contract is limited to Contractor's Inspection service only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.

4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the inspection shall be increased by an amount equal to Contractor's then prevailing rates for inspection of Additional Equipment.

Unless otherwise agreed, Contractor will issue an invoice upon completion of the inspection and payment is due 30 days after completion of the inspection. Contractor shall be under no obligation to perform a scheduled inspection if Customer's account is past due.

5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.

6. **Indemnify:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.

7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.

8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

9. **One-Year Limitation On Actions; Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venued in Ohio.

10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.

11. **Duration Of Contract And Termination:** This Contract shall remain in effect for ONE year from the date it is entered into and will automatically renew for successive one-year terms with a 5% annual price increase unless written notice of termination by either party is mailed to the other party no later than 45 days prior to the expiration of the then current term. After the Third anniversary of this Contract, either party may cancel the Contract for any reason upon 30 days prior written notice.


12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.

13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.

14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.

15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.

16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

 S.A. Comunale An EMCOR Company	45 N. Canfield-Niles Rd., Suite 4000 Austintown, OH 44515 Phone: 330-797-7558 Email: samantha.grimm@comunale.com	Proposal Number: 2016-166 Proposal Date: 12/1/2015 Revision Number: Rev 0.0 Revision Date:
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PROPOSAL & CONTRACT for INSPECTION

Attention: Tom Amicone

Quoted To:

Site Location:

McDonald High School
600 Iowa Ave
McDonald, OH 44437
330-530-2528
Tom.Amicone@neomin.org

McDonald High School
600 Iowa Ave
McDonald, OH 44437

In accordance with your request, we are pleased to offer the following **one year** Inspection Contract and proposal. Our proposal is based on the following Inspection(s) Performed and the listed Scope of Work:

<u>Inspection Performed</u>	<u>Inspection Frequency</u>	<u>Inspection Price</u>
Wet Sprinkler Inspection	Annual	470.00
Backflow Test and Inspection	Annual	150.00
		Total Cost of Inspection Contract / Proposal \$620.00

Scope of Work:

Wet Fire Sprinkler System(s) – Annual: we will visually inspect the hydraulic placard, vane type waterflow switch, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads, hangers and make any recommendations to areas that appear might be troublesome during cold weather month. We will perform a function test on any alarm pressure switch, vane type water flow switch, valve tamper switch and water motor alarm gong (if applicable). We will perform a main drain test on each wet sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem.

Backflow Prevention Device(s) – Annual: backflow(s) will be tested and certified as required by the state water authorities or local water departments. All devices are inside and do not require confined space entry. The owner is responsible for providing the original paperwork for the localities that require such paperwork. Backflows located in a confined space may require additional costs and will be priced in a separate line item.

Exclusions:

- Overtime Or Holidays
- Special Lift Equipment

Notes:

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This inspection pricing is based upon a **one technician** crew from the S. A. Comunale Co., Inc.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a electronic report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable)

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract

voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on the ____ day of ____, 2015.

CUSTOMER:

McDonald High School

Kevin R O'Connell
Signature

Kevin R O'Connell
Print Name

Board President
Title

CONTRACTOR:

S.A. Comunale Co., Inc.

Samantha Grimm
Signature

Samantha Grimm
Print Name

Inspection Sales Representative
Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:
Enter Name And Title Separated By Comma - Enter N/A For None.

TERMS & CONDITIONS

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the Inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.
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4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the Inspection shall be increased by an amount equal to Contractor's then prevailing rates for Inspection of Additional Equipment.
Unless otherwise agreed, Contractor will issue an invoice upon completion of the Inspection and payment is due 30 days after completion of the Inspection. Contractor shall be under no obligation to perform a scheduled Inspection if Customer's account is past due.
5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.
6. **Indemnity:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.
7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.
8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.
9. **One-Year Limitation On Actions; Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venued in Ohio.
10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.
11. **Duration Of Contract And Termination:** This Contract shall remain in affect for ONE year from the date it is entered into and will automatically renew for successive one-year terms with a 5% annual price increase unless written notice of termination by either party is mailed to the other party no later than 45 days prior to the expiration of the then current term. After the Third anniversary of this Contract, either party may cancel the Contract for any reason upon 30 days prior written notice.
12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.
13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.
14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.
15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.
16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

Tuition Billing for the 2015-2016 School Year PROPOSAL AND AGREEMENT

DATE SUBMITTED: December 3, 2015

SUBMITTED TO: Robert A. Rostan, Superintendent
MCDONALD LOCAL SCHOOL DISTRICT
600 Iowa Avenue
McDonald, OH 44437
330-530-8051 (Phone)
Robert.Rostan@neomin.org

SUBMITTED BY: Timothy O'Keefe
5720 Canyon View Drive
Painesville, Ohio 44077
(440) 413-7238
timothyokeefe55@aim.com

SUBJECT: Tuition Billing Proposal for 2015-2016 School Year

I am submitting this proposal for doing the Tuition Billing (SF-14, SF-14H) for the McDonald Local School District for the 2015-2016 school year.

A. THE NATURE AND SCOPE OF PROPOSED SERVICES

SF-14H Tuition Billing: I will research and prepare a database of the names and demographic information for all court-placed special education (SPED) students attending McDonald Local Schools during the 2015-2016 school year. I will also research, find, and compile the requisite legal paperwork needed to support the claim of tuition responsibility by another school district for each of these court-placed SPED students. I will then prepare notification letters to responsible school districts and the current Superintendent of the school district responsible for tuition payment for these SPED court-placed students attending McDonald Local Schools during the 2015-2016 school year. These letters will need to be signed by Robert Rostan, Superintendent of McDonald Local Schools, and William A. Johnson, Treasurer of McDonald Local Schools, and mailed to the Superintendent/school district responsible for the tuition and excess cost for these SPED court-placed students. I will also prepare the SF-14H forms from the Ohio Department of Education (ODE) for these SPED court-placed students; one form for the first semester of 2015-2016, and another form for the second semester of 2015-2016. These SF-14H forms for each school district will need to be signed and dated by Robert Rostan as the Superintendent of McDonald Local Schools and by William A. Johnson as the Treasurer of the McDonald Local Schools. These forms and copies of the necessary legal paperwork for these students will then need to be mailed to the ODE Area Coordinator's Office.

SF-14 Tuition Billing: I will research and prepare a database of the names and demographic information for all court-placed regular education students attending McDonald Local Schools during the 2015-2016 school year. I will also research, find, and compile the requisite legal

paperwork needed to support the claim of tuition responsibility by another school district for each of these court-placed regular education students. I will also prepare the SF-14 forms from the Ohio Department of Education (ODE) for these regular education court-placed students; one form for the first semester of 2015-2016, and another form for the second semester of 2015-2016. These SF-14 forms for each school district will need to be signed and dated by Robert Rostan as the Superintendent of McDonald Local Schools and by William A. Johnson as the Treasurer of McDonald Local Schools. These forms and copies of the necessary legal paperwork for these students will then need to be mailed to the ODE Area Coordinator's Office.

B. TIME LINE

March 1, 2016: I will prepare the necessary paperwork for first semester, school year 2015-2016, by March 1, 2016.

August 1, 2016: I will prepare the necessary paperwork for second semester, school year 2015-2016, by August 1, 2016.

C. ACCESS

I will need access to student PR's and all records of enrollment and attendance in the school district.

D. COST AND PAYMENT OF SERVICES

I would be paid 10% (ten percent) of the money paid to the McDonald Local School District through the Ohio Department of Education (ODE) monthly Foundation Settlement as a result of SF-14H and SF-14 payments made to McDonald Local School District, only for the SF-14H and SF-14 students I find this school year in addition to the SF-14H and SF-14 students the school district has already identified. I would not bill for court-placed students already identified by the school district. Payment would only be made to me if and when money is paid to the McDonald Local School District by the ODE; if I am not able to find and/or bill tuition for any SF-14H and/or SF-14 students in the McDonald Local School District, the McDonald Local School District would not pay any money for my services.

E. SIGNATURES

Date

Timothy O'Keefe

AS OUTLINED ABOVE, WE HEREBY ACCEPT THE TERMS OF THIS PROPOSAL, AS AN AGREEMENT ON BEHALF OF THE MCDONALD LOCAL SCHOOL DISTRICT:

12-22-2015
Date

Robert Rostan
Robert Rostan, Superintendent
MCDONALD LOCAL SCHOOL DISTRICT

12/22/15
Date

William A. Johnson
William A. Johnson, Treasurer
MCDONALD LOCAL SCHOOL DISTRICT

CAREER ADVISING

The Board views career advising as helping students understand themselves relative to their abilities, aptitudes, interests, attitudes, strengths and limitations. This process is meant to assist students in the development of their potential and their decisions relating to educational and career matters.

This policy is reviewed biennially and made available to students, parents, guardians/custodians, local postsecondary institutions and residents of the District. This policy is posted in a prominent location on the District website.

The District will do all of the following.

1. Provide students with grade-level examples linking schoolwork to one or more career field(s) through use of the State Board adopted career connections.
2. Create a plan to provide career advising to students in grades six through 12.
3. Provide additional interventions and career advising for students who are identified as at risk of dropping out of school using both research- and locally-based methods developed with input from classroom teachers and guidance counselors.
4. Train employees on advising students on career pathways, including the use of online tools.
5. Develop multiple, clear academic pathways students can use to earn a high school diploma.
6. Identify and publicize courses in which students can earn both traditional academic and career-technical credit.
7. Document career advising provided to each student.
8. Prepare students for their transition from high school to their postsecondary destinations.

Student success plans (SSP) are developed for students identified as at risk of dropping out of school. A SSP identifies the student's chosen academic pathway to graduation and the role of career-technical and competency based education and experiential learning, as appropriate in that chosen pathway. The student's parents, guardians or custodians are invited to assist in the development of the SSP. A copy of the SSP, a statement regarding the importance of a high school diploma and the academic pathways available to the student for successful graduation is provided to parents, guardians or custodians who do not participate in development of the student's SSP. Following SSP development, the District provides career advising aligned with the student's individual plan and the District's plan for career advising.

[Adoption date:]

LEGAL REF.: ORC 3313.6020

CROSS REFS.: AFI, Evaluation of Educational Resources
IJ, Guidance Program
IL, Testing Programs
JK, Employment of Students

NOTE: *House Bill 487 (2014) requires board's to adopt policy language on career advising by the 2015-2016 school year. Much of the details associated with implementing the items listed in the policy will be a local decision, therefore, policy language should be customized to reflect the board's chosen strategies for carrying out these requirements.*

Some details of associated requirements may be set forth in either an associated regulation or in a district-specific plan. Boards should consult Ohio Department of Education's resources on both career advising and student success plans in order to determine procedures for carrying out these requirements. The requirements for career advising and board policy are set forth by Ohio Revised Code Section 3313.6020.

THIS IS A REQUIRED POLICY



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this day of 2015, between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the McDonald Local School District (hereinafter referred to as the "Board"), with its principal place of business at 600 Iowa Ave, McDonald, OH 44437-1677 for the purpose of providing the Ohio OPS Policy Update Service.

Now, therefore, the parties agree that the Consultant will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part of this Agreement. The contract and the attached addendum represents the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum, attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services rendered prior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

OSBA Director of Management Services / date

 1-14-16
Board President / date

 1/14/16
Treasurer / date

Please sign and return two copies along with a purchase order to the Ohio School Boards Association.



Service Addendum – Ohio Policy Service (OPS) Client Website Update

Services Provided by the OSBA:

For a period of one (1) year following the effective date of this contract ("current contract year"), OSBA will provide:

- OPS new/revised sample policies
- Updates to board policies adopted by the Board within the current contract year
- Subscription to Policy Development Quarterly (PDQ) e-newsletter
- Up to seven copies of the new/revised policies, upon request
- Sample policies as requested
- Copy of manual in electronic format
- Telephone consultation

The Board agrees to:

- Provide OSBA with one (1) copy of all new/revised policies (including adoption dates) adopted during the current contract year. The file format of the policies shall be returned to OSBA in electronic format. All changes must be clearly indicated.
- Compensate OSBA for additional services not specifically enumerated at the rates outlined below.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of **\$1,550**, which represents the flat fee for the services outlined above. District supplementary document conversions (per document) charge is **\$80**. Supplementary documents include such documents as; student handbooks, teacher handbooks, etc. Expenses as outlined below are in addition to the flat rate and are invoiced monthly. Expenses as outlined below are in addition to the flat rate and are invoiced monthly.

If the Board opts for additional consultation beyond the services provided above, those services will be based on a rate of \$150 per hour professional time, minimum two (2) hours. Travel time is paid at a rate of \$50 per hour, maximum four (4) hours per visit to the District, plus expenses as outlined below.

The update services provided under this agreement include only those updates that were adopted by the Board in the current contract year. Updates adopted by the Board outside of the current contract year will be completed as OSBA staff becomes available and will be subject to an additional fee at the rate of \$150 per hour. Copies beyond those ordinarily provided will be invoiced at \$.05 per page.

Invoices will be submitted pursuant to the following schedule:

- \$1,550 shall be invoiced to the Board after the activation of service.
- If applicable, supplementary documents will be charged after activation of service.
- Additional fees and expenses shall be invoiced monthly.

Invoices shall be paid in full within thirty (30) days after receipt of invoice.

Expenses. Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, facility fees, applicable recovery cost of telephone charges, and honoraria as appropriate. Any and all other expenses not specifically incorporated in this agreement or attached addendum made a part of the contract shall be the responsibility of the party incurring the cost.

Timeline. Timelines for completion of services will be as developed between OSBA and the Board. All services shall be completed no later than one (1) year following the date of this contract being entered into by both parties.



Ohio School Boards Association
Legal Assistance Fund
 8050 N. High Street, Suite 100
 Columbus, Ohio 43235-6481
 (614) 540-4000

Invoice number 15-7353220-LAF

November 20, 2015

District Treasurer
 McDonald Local
 600 Iowa Ave
 McDonald OH 44437-1677

AMOUNT DUE \$ 250.00

AMOUNT ENCLOSED \$

DUE DATE December 31, 2015

OSBA Legal Assistance Fund tax identification
 number is 31-0934576

Return top portion with check payable to the OSBA Legal Assistance Fund and send to the address above.

Invoice number 15-7353220-LAF

November 20, 2015

District Treasurer
 McDonald Local
 600 Iowa Ave
 McDonald OH 44437-1677

AMOUNT DUE \$ 250.00

AMOUNT ENCLOSED \$

DUE DATE December 31, 2015

OSBA Legal Assistance Fund tax identification
 number is 31-0934576

DATE	PO NUMBER	DESCRIPTION	AMOUNT
11/20/15		OSBA LEGAL ASSISTANCE FUND CONSULTANT SERVICE OSBA Legal Assistance Fund (LAF) Consultant Service Contract pursuant to R.C. Section 3313.171 (January 1, 2016 through December 31, 2016) LAF membership should be charged to Account No. 001-2310-418 Checks MUST be made payable to the OSBA Legal Assistance Fund	250.00

AMOUNT DUE \$ 250.00



Ohio School Boards Association
8050 N. High Street, Suite 100
Columbus, Ohio 43235-6481
(614) 540-4000

11/17/2015

Invoice number 15-10049661

November 30, 2015

District Treasurer
McDonald Local
600 Iowa Ave
McDonald OH 44437-1677

AMOUNT DUE \$ _____

AMOUNT ENCLOSED \$ _____

DUE DATE December 31, 2015

OSBA'S tax identification number is 31-4414897

DATE	PO NUMBER	DESCRIPTION	AMOUNT
11/30/2015		ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January — December 2016 Dues based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2012-13 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your dues will fund expenses associated with board members representing OSBA and its member districts at the state and national level.	\$2,479
		CHECK DESIRED SUBSCRIPTION ITEMS (Please add any off the below subscription fees to your membership dues for the final invoice amount.)	
		<input type="checkbox"/> Annual Virtual Transportation Supervisor Subscription (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 250
		<input checked="" type="checkbox"/> Annual OSBA Briefcase Subscription - Electronic Copy (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment. All subscribers must receive Briefcase electronically to qualify.)	FREE
		<input type="checkbox"/> Annual OSBA Briefcase Subscription - Hard Copy (Acct. 001-2310-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment)	\$ 130
		<input checked="" type="checkbox"/> Annual School Management News Subscription - Electronic Copy (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 150
		<input type="checkbox"/> Annual School Management News Subscription - Hard Copy (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 190

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.

AMOUNT DUE \$ 2,629.00



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this day of 2015, between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the McDonald Local School District (hereinafter referred to as the "Board"), with its principal place of business at 600 Iowa Ave, McDonald, OH 44437-1677 for the purpose of providing the Ohio OPS Policy Review Service.

Now, therefore, the parties agree that the Consultant will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part of this Agreement. The contract and the attached addendum represents the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum, attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services rendered prior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

OSBA Director of Management Services / date

Carrol 1-14-16

Board President / date

2/2/16 1/14/16

Treasurer / date

Please sign and return two copies along with a purchase order to the Ohio School Boards Association.



Service Addendum – Ohio Policy Service (OPS) Review

Services Provided by the Consultant:

- In-depth review and analysis of Board policy manual, compliant with state and federal law, State Department of Education standards and administrative regulations.
- Report of missing, incomplete, conflicting or outdated policies.
- Conduct up to four (4) on-site meetings or fifteen (15) hours of on-site consulting with the District.
- Provide subscription to Policy Development Quarterly (PDQ) e-newsletter including OPS new/revised sample policies for one (1) year following date of signing of contract.
- Provide seven (7) copies of new policy manual.
- Telephone consultation for one (1) year.
- Manual on CD.

The Board agrees to:

- Designate one person as policy project liaison.
- Promptly provide (within three (3) months) required District materials to OSBA project Consultant.
- Meet as outlined in the project proposal to review and revise District policy manual.
- Complete project within agreed upon time frames.
- Compensate Consultant for additional services not specifically enumerated at the rates outlined below.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of \$5,200, which represents the flat fee for the services outlined above. Expenses as outlined below are in addition to the flat rate and are invoiced monthly. If the Board opts for additional Consultant consultation beyond the services provided above, meetings may be scheduled based on a rate of \$150 per hour professional time, minimum two (2) hours. Travel time is paid at a rate of \$50 per hour, maximum four (4) hours per visit to the District, plus expenses as outlined below. Invoices shall be paid in full within thirty (30) days after receipt of invoice and in no event beyond ninety (90) days from the Consultant's rendering of the service. Copies beyond those ordinarily provided will be invoiced at \$.05 per page.

Invoices will be submitted pursuant to the following schedule:

- One-half of the fee shall be invoiced to the Board at the signing of this contract.
- The balance shall be invoiced at contract completion date, or no later than one (1) year after signing of contract.
- Expenses shall be invoiced monthly.

Expenses. Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, facility fees, applicable recovery cost of telephone charges, and honoraria as appropriate. Any and all other expenses not specifically incorporated in this agreement or attached addendum made a part of the contract shall be the responsibility of the party incurring the cost.

Timeline. Timelines for completion of services will be developed between the Consultant and the Board. All services shall be completed no later than one (1) year following the date of this contract.