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McDONALD LOCAL BOARD OF EDUCATION
MONDAY, JUNE 15, 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, June 15, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Work Session was called to order at 7:00 p.m. and the Regular Meeting was called to order at 7:31 p.m. by President Hart. Treasurer Bill Johnson called the roll:

Roll Call:

Members Present: Robert Jones, Joe Krumpak, Eric Shehadi,
John Saganich, Tom Hart

Superintendent Ken Halbert and Principals Gary Carkido and David Vecchione were also present. A list of visitors is on file in the treasurer's office.

"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. 15-123 Approve agenda for Regular Meeting of June 15, 2015

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

Recognition of Visitors / Audience Participation:

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Res. 15-124 Approval of board minutes:

Regular Meeting – May 18, 2015

Mr. Jones moved and Mr. Krumpak seconded

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-125 Approval of board minutes:

Special Meeting – June 4, 2015

Mr. Jones moved and Mr. Krumpak seconded

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

Old Business: any Old Business to bring before the Board

New Business:

A. Finance Committee – Joe Krumpak, Chairperson

Res. 15-126 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: May 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 May 2015.

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Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-127 STUDENT ACTIVITY FUNDS – 2015/2016

Resolution to approve the Student Activity Funds for the 2015-2016 school year. (See Exhibit A)

Upon the recommendation of the district treasurer I move to approve the above Student Activity Funds.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-128 LIABILITY/PROPERTY INSURANCE

Resolution to approve Ohio School Plan as the insurance provider for both liability and property insurance for the period of July 1, 2015 through June 30, 2016, at a cost of \$27,257, which includes earthquake insurance. (See Exhibit B)

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

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

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Res. 15-129 WORKERS COMPENSATION – RETROSPECTIVE PROGRAM RATE

Resolution to approve the participation in Sheakley's Group Retrospective Program for the 2016 rate year with the projected refund of \$13,858 on a total premium of \$28,870 at an annual participation fee of \$459. (See Exhibit C)

Upon the recommendation of the district treasurer I move to approve the above workers compensation Retrospective Program Rate.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-130 GENERAL FUND TRANSFERS

Resolution to approve the following General Fund transfers to cover funds estimated to be in the red at year-end in the amounts listed:

Transfers – From General Fund 001 0000 to:

200	9962	Yearbook	\$5,651.89
200	9967	Junior High Travel	\$67.91
300	9970	Athletics	\$15,000

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

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

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Res. 15-131 FY 2015 FINAL AMENDED APPROPRIATIONS

Resolution to approve the FY 2015 Final Amended Appropriations: (See Exhibit D)

Upon the recommendation of the district treasurer I move to approve the FY 2015 Amended Appropriations.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-132 FY 2016 TEMPORARY APPROPRIATIONS

Resolution to approve the FY 2016 Temporary Appropriations. (See Exhibit E)

Upon the recommendation of the district treasurer I move to approve the FY 2016 Temporary Appropriations.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-133 TELECOMMUNICATIONS EQUIPMENT AND SERVICES

Resolution to approve a contract with Perigee Business Technologies to furnish and install telecommunications equipment and services at the cost of \$35,675, \$17,837.50 up front and \$17,837.50, upon completion. This cost includes all product, services, and warranties. (See Exhibit F)

Upon the recommendation of the district treasurer I move to approve the contract.

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Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

Res. 15-134 RICOH COPIER/PRINTER LEASE

Resolution to enter into a five (5) year contract with RICOH USA, Inc. to lease copiers and printers for the McDonald Local School District. Contract will be from June 9, 2015 through June 8, 2020, at a monthly cost of \$1,838.78, annual cost of \$22,065.36, and a total five (5) year cost of \$110,326.80. (See Exhibit G)

Upon the recommendation of the district treasurer I move to approve the contract.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Shehadi, Hart
Nays: None
President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 15-135 ELEMENTARY PRINCIPAL CONTRACT – FIRST AMENDMENT

Resolution to approve First Amendment to Elementary Principal's Contract. (See Exhibit H)

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

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Res. 15-136 ELEMENTARY PRINCIPAL CONTRACT

Resolution to issue a two (2) year, 215 day contract, from August 1, 2016 through July 31, 2018, at the agreed to annual salaries, to David Vecchione, 7582 Forest Hill Avenue, Poland, OH 44514, as principal of Roosevelt Elementary School, as per contract and benefits. (See Exhibit I)

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-137 CERTIFIED – HIGH SCHOOL MATH TEACHER

Resolution to hire Alicia Stonestreet as high school math teacher for the 2015-2016 school year, under a one-year limited contract, 183 days, column 1, step 0, salary of \$33,327.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-138 CLASSIFIED – RESIGNATION

Resolution to accept the resignation of Alicia Stonestreet as high school para-professional, OAPSE position, with the end of the 2014-2015 school year.

Upon the recommendation of the district superintendent I move to approve the resignation.

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Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-139 CERTIFIED – HIGH SCHOOL GUIDANCE COUNSELOR

Resolution to hire Sarah (Emily) Brown as high school guidance counselor for the 2015-2016 school year, under a one-year limited contract, 198 days (183 + 15 extra service days), column 3, step 1, for a total salary of \$41,575.70.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-140 CERTIFIED – HIGH SCHOOL PARA-PROFESSIONAL

Resolution to hire Jennifer Schiavi as high school para-professional for the 2015-2016 school year, under a one-year limited contract, OAPSE position, 195 days (183 + 12 holidays), \$10.79 per hour, for a total salary of \$13,676.33.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

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Res. 15-141 CERTIFIED – ELEMENTARY TEACHER

Resolution to hire Lance Ronghi as elementary teacher for the 2015-2016 school year, under a one-year limited contract, 183 days, column 1, step 1, salary of \$34,993.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-142 CERTIFIED – ELEMENTARY TEACHER

Resolution to hire Ryan Witkoski as elementary teacher for the 2015-2016 school year, under a one-year limited contract, 183 days, column 1, step 1, salary of \$34,993.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-143 SUPPLEMENTAL CONTRACTS – MENTOR TEACHERS – 2015/2016

Resolution to hire Michele O’Leary and Patrice Simmons as mentor teachers for the 2015-2016 school year at the cost of \$500 each, additional mentees up to two at \$250 each, up to three total mentees. If more than three mentees per building, additional mentors may be hired.

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

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Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-144 SUPPLEMENTAL CONTRACT– 2015/2016

Resolution to hire Dan Williams as Athletic Director for the 2015-2016 school year, for the contract amount of \$7,998.

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-145 SUPPLEMENTAL CONTRACTS– 2015/2016

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

Dan Williams – Physical Fitness Coach, \$2,999

Chris Rupe – High School Academic Advisor (Prep Bowl), \$1,000.

Staci Conley – Elementary Patrol Advisor, \$1,000

Debbie Woodford – Elementary Music Program Advisor (2 semesters), \$1,000 each semester, \$2,000.

Danielle DeChellis – Jr. Class Co-Advisor, \$1,000.

Diane Hughes – Jr. Class Co-Advisor, \$1,000.

Laurie Smith – Sr. Class Advisor, \$2,333.

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Jody Conway – Student Council Co-Advisor, \$833.

Alicia Stonestreet – Student Council Co-Advisor, \$833.

Pam Ross – Yearbook Advisor, \$4,333.

Pam Ross – National Honor Society Advisor, \$2,000.

Renee Ifft – High School Detention Supervisor, \$18.50 per hour.

Rob Hilbun – Elementary School Detention Supervisor, \$18.50 per hour.

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

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-146 **PARENTAL TRANSPORTATION CONTRACT**

Resolution to declare transportation impractical for certain identified students is presented pursuant to the requirements of Revised Code Chapter 3327, and the procedures set forth by the Ohio Department of Education. The resolution follows careful evaluation of all other available options prior to consideration of impracticality.

The Superintendent of Schools recommends that the board of education adopt the following resolution to pay the parents \$250.00, the same amount as was paid for the 2014-2015 school year.

WHEREAS, the student(s) identified below have been determined to be residents of this school district, and eligible for transportation services; and

WHEREAS, after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for these student(s) to their selected school(s); and

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WHEREAS, the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

WHEREAS, the option of offering payment in lieu of transportation is provided in Revised Code; and, therefore, be it

RESOLVED, that the McDonald Local Board of Education hereby approves the declaration of impractical to transport for the identified students, and offering them payment in lieu of transportation.

<u>PARENT OF STUDENT</u>	<u>SCHOOL SELECTED</u>	<u>GRADE</u>
Kailey Smith	The Montessori School of the Mahoning Valley, Inc.	5

Upon the recommendation of the district superintendent I move to approve the contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

Res. 15-147 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Mary C. Skufca – 2015-2016 Student Scheduling, Champion, 6-3-15, plus mileage.

5843

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

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi
Nays: None
President declared motion carried

C. Program Committee – Robert Jones, Chairperson

Res. 15-148 SECOND READING – POLICY CHANGES – GCN-1 (ALSO AFC-1)
EVALUATION OF PROFESSIONAL STAFF (TEACHERS)

Resolution to approve the second reading of changes to policy GDN-1 (Also AFC-1) – Evaluation of Professional Staff (Teachers), page 2. (See Exhibit J)

Upon the recommendation of the district superintendent I move to approve the above second reading of policy GDN-1 (Also AFC-1).

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-149 FIRST READING – POLICY CHANGES – GBR-P
FAMILY AND MEDICAL LEAVE

Resolution to approve the first reading of changes to policy GBR-P – Family and Medical Leave. (See Exhibit K)

Upon the recommendation of the district superintendent I move to approve the above first reading of policy GBR-P.

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Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-150 ADULT LUNCH PRICES

Resolution to approve adult lunches to be offered at Roosevelt School for the 2015/2016 school year at the cost of \$3.00 each. Same price as last year.

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

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-151 SCHOOL DISTRICT HANDBOOKS – 2015/2016

Resolution to approve the 2015/2016 Student Handbooks for McDonald High School and Roosevelt Elementary School and the Code of Conduct for grades K-12.

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

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

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Res. 15-152 SCHOOL PICTURES – 2015/2016

Resolution to approve a contract with Memory Lane Photography for the 2015/2016 school year for the purpose of group and individual school pictures for McDonald High School and Roosevelt Elementary School.

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

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-153 GIRLS SUMMER BASKETBALL CAMP

Resolution authorizing the girls head basketball coach use of the McDonald High School gymnasium and/or Roosevelt Elementary gymnasium facilities and equipment to hold a summer camp June 16, 17, and 18, 2015, from 9 a.m. to noon. This camp is for girls in grades 1- 6, at a cost of \$30 per girl.

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

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-154 GIRLS BASKETBALL CAMP

Resolution authorizing the girls' basketball team to travel to Robert Morris University for an overnight basketball camp June 27 and June 28, 2015, by McDonald Local school bus. The transportation costs will be paid by athletics. All other costs will be paid through the basketball booster association.

5846

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

Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

D. Buildings and Grounds/Operations Committee –
Eric Shehadi, Chairperson

Res. 15-155 BURKEY PARKING LOT IMPROVEMENTS

Resolution to approve a contract with GPD Group for the Burkey parking lot improvements for engineering design and construction plans, and bid assistance at a cost of \$10,750. (See Exhibit L)

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

Mr. Shehadi moved and Mr. Jones seconded
Yeas: Shehadi, Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-156 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Jones moved and Mr. Krumpak seconded, that the McDonald Local Board of Education go into Executive Session at 8:07 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check marked items with respect to public employee or official:

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1. ☐ Appointment
 2. ☒ Employment
 3. ☐ Dismissal
 4. ☐ Discipline
 5. ☐ Promotion
 6. ☐ Demotion
 7. ☐ Compensation
 8. ☐ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and E as listed above.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

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Res. 15-157 ADJOURN EXECUTIVE SESSION

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn executive session and return to the regular board meeting at 9:13 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-158 ADJOURNMENT

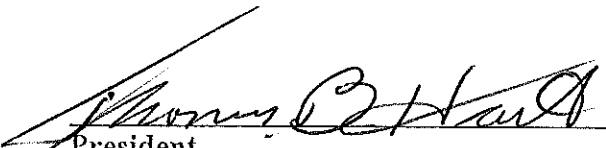
Mr. Krumpak moved and Mr. Shehadi seconded to adjourn the Regular Meeting at 9:13 p.m.

Yeas: Krumpak, Shehadi, Jones, Saganich, Hart


Nays: None

President declared motion carried

ATTEST:



President



Treasurer

EXHIBIT A

Date: 06/09/2015

Time: 12:20 pm

MCDONALD LOCAL SCHOOLS
Financial Report by Fund/SCCPage: 1
(FINSUM)

Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
018 9111	ELEMENTARY SCHOOL SUPPORT							
1,934.63	0.00	7,756.44	75.90	6,379.61	3,311.46	0.00	3,311.46	
018 9222	SECONDARY SCHOOL SUPPORT							
5,425.28	0.00	1,852.36	0.00	3,228.64	4,049.00	150.00	3,899.00	
200 9008	MCDONALD DISTRICT CHOIR							
50.00	0.00	0.00	0.00	0.00	50.00	0.00	50.00	
200 9010	Tennis Fund							
513.19	0.00	3,287.90	0.00	2,477.50	1,323.59	0.00	1,323.59	
200 9088	Golf Fund							
29.38	0.00	1,540.00	0.00	798.98	770.40	0.00	770.40	
200 910P	PREP BOWL							
94.99	0.00	0.00	0.00	94.99	0.00	0.00	0.00	
200 912F	Student Volunteers Club							
339.67	0.00	0.00	0.00	0.00	339.67	0.00	339.67	
200 9213	CLASS OF 2013							
373.03	0.00	0.00	0.00	373.03	0.00	0.00	0.00	
200 9214	CLASS OF 2014							
1,983.55	0.00	0.00	0.00	1,983.55	0.00	0.00	0.00	
200 9215	CLASS OF 2015							
2,492.94	0.00	2,809.26	163.48	3,437.41	1,864.79	490.18	1,374.61	
200 9216	CLASS OF 2016							
890.83	0.00	12,537.53	0.00	11,683.12	1,745.24	809.99	935.25	
200 9217	CLASS OF 2017							
913.86	0.00	255.60	0.00	112.35	1,057.11	0.00	1,057.11	
200 9218	Class of 2018							
222.80	0.00	573.35	0.00	301.50	494.65	0.00	494.65	
200 9219	Class of 2019							
0.00	0.00	737.75	0.00	445.97	291.78	0.00	291.78	
200 9220	Class of 2020							
0.00	0.00	420.00	0.00	256.83	163.17	0.00	163.17	
200 9224	SPANISH CLUB							
846.78	0.00	0.00	0.00	0.00	846.78	0.00	846.78	

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS.

Date: 06/09/2015
Time: 12:20 pm

MCDONALD LOCAL SCHOOLS
Financial Report by Fund/SCC

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(FINSUM)

Fund #	Fund Description		FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance	Code
200 9310	LIP SYNC STAGE FUND							
6,465.22	0.00	1,945.00	0.00	1,300.00	7,110.22	0.00	7,110.22	
200 9908	BIG BROTHERS BIG SISTERS							
1,002.74	0.00	0.00	0.00	103.48	899.26	0.00	899.26	
200 9960	MUSIC							
1,834.92	0.00	1,000.00	0.00	80.00	2,754.92	0.00	2,754.92	
200 9961	STUDENT COUNCIL							
4,721.07	0.00	2,928.75	0.00	3,241.03	4,408.79	0.00	4,408.79	
200 9962	YEARBOOK							
0.00	5,651.89	16,361.89	5,651.89	14,519.20	1,842.69	0.00	1,842.69	
200 9963	DRAMA CLUB							
1,550.34	0.00	1,221.40	0.00	560.95	2,210.79	0.00	2,210.79	
200 9964	ART CLUB							
2,206.68	0.00	4,182.48	0.00	3,487.79	2,901.37	0.00	2,901.37	
200 9966	ELEMENTARY MUSIC PROGRAM FUNDRAISING							
2,659.90	0.00	1,217.01	0.00	1,484.30	2,392.61	0.00	2,392.61	
200 9967	Junior High Travel/Field Trip Club							
0.00	67.91	20,023.00	0.00	20,023.00	0.00	0.00	0.00	
200 9990	NATIONAL HONOR SOCIETY							
3,553.38	0.00	4,682.81	0.00	4,816.23	3,419.96	806.39	2,613.57	
300 9004	Baseball Fund							
2,895.29	0.00	4,974.00	582.00	5,636.64	2,232.65	360.00	1,872.65	
300 9005	Boys' Basketball Fund							
200.00	0.00	0.00	0.00	0.00	200.00	0.00	200.00	
300 9006	Uniforms - Equipment Fund							
3,662.04	0.00	1,500.00	0.00	1,043.00	4,119.04	3,837.60	281.44	
300 9105	Basketball STATE GAME							
0.00	0.00	5,837.80	0.00	1,710.00	4,127.80	3,290.00	837.80	
300 9204	Girls' Basketball Fund							
1,656.10	0.00	803.33	0.00	0.00	2,459.43	0.00	2,459.43	
300 9968	Football Fund							
3,918.07	0.00	6,724.00	0.00	8,051.00	2,591.07	0.00	2,591.07	

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS.



Premium Invoice

McDonald Local School District

<u>Company</u>	<u>Coverage</u>	<u>Premium</u>
OSP	OSP Property	\$19,670
OSP	OSP Violence	\$ 505
OSP	OSP Liability	\$4,066
OSP	OSP Pollution	\$ 268
OSP	OSP Auto	\$2,444
OSP	OSP Cyber	\$ 304
Total:		\$27,257

Notes

Premium includes Ohio School-Plan's Risk Management Services

Checks or purchase orders for the total premium should be made payable and mailed along with Premium Invoice to:

Hylant Administrative Services, LLC
P.O. Box 2083
Toledo, Ohio 43603-2083

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.



March 20, 2015

Mr. William Johnson
McDonald L.S.D.
600 Iowa Ave.
McDonald, OH 44437

Group Retrospective Program Invitation

BWC Policy # 37852051

We are pleased to invite you to participate in the group retrospective (retro) rating program for the 1/1/2016 to 12/31/2016 rate year. Your projected refund is:

2016 Annual Premium (Individual):	\$33,935
2016 Annual Premium (Standard):	\$28,870

REFUND %:	48%
NET PREMIUM REFUND:	\$13,858

Final Individual Premium for Program Year:	\$20,077
Participation & Service Fee:	\$459

Fee Guarantee: Sheakley is dedicated to providing schools and libraries a competitive, low cost option and guarantees to beat competitor fees by 10%.

Please note: payment of this fee is not due until you are invoiced by Sheakley at the beginning of your next service period. For your convenience, this fee fulfills your sponsor membership requirement per BWC regulations.

Remember, group retro refunds or assessments will be determined and distributed by the Ohio Bureau of Workers' Compensation (BWC) in the spring of 2018, 2019, and 2020. Our program has returned significantly more in refunds to participants than the other available options for schools and libraries combined.

Enrollment is easy!

- Please complete and return all enclosed documents to our office.
- A Sheakley representative will contact you to review the quote and answer any questions that you may have.

Enrollment Deadline: July 30, 2015

Return Documents to:

Email: rating@sheakley.com
Fax: 1.877.292.0860 or 513.326.8088
Mail: Sheakley, Attention: Rating Team
One Sheakley Way
Cincinnati, OH 45246

Date: 06/12/15
Time: 9:56 am

MCDONALD LOCAL SCHOOLS
Appropriation Recap Sheet

Page 22
(APPRES)

Fund Class/Name	Fund	2015 Appropriations
*** Governmental Fund Types ***		
General Fund		
GENERAL	001	5,958,114.49
Total General Fund		5,958,114.49
Special Revenue		
EMERGENCY LEVY	016	681,320.52
PUBLIC SCHOOL SUPPORT	018	11,125.00
CLASSROOM FACILITIES MAINT.	034	39,122.81
DISTRICT MANAGED ACTIVITY	300	91,804.77
MANAGEMENT INFORMATION SYSTEM	432	737.23
DATA COMMUNICATION FUND	451	880.00
IDEA PART B GRANTS	516	148,219.68
TITLE I DISADVANTAGED CHILDREN	572	184,121.20
IMPROVING TEACHER QUALITY	590	20,458.34
Total Special Revenue		1,177,789.55
Debt Service		
BOND RETIREMENT	002	158,245.35
Total Debt Service		158,245.35
Capital Projects		
PERMANENT IMPROVEMENT	003	219,131.91
Total Capital Projects		219,131.91
*** Proprietary Fund Types ***		
Enterprise		
FOOD SERVICE	006	104,698.56
Total Enterprise		104,698.56
Internal Service		
ROTARY-INTERNAL SERVICES	014	31,109.94
Total Internal Service		31,109.94
*** Fiduciary Fund Types ***		
Agency Fund		

Date: 06/12/15
Time: 9:56 am

MCDONALD LOCAL SCHOOLS
Appropriation Recap Sheet

Page 23
(APPRES)

Fund Class/Name	Fund	2015 Appropriations
SPECIAL TRUST	007	30,000.00
STUDENT MANAGED ACTIVITY	200	74,911.67
Total Agency Fund		104,911.67
Total Appropriations - All Fund Types		7,754,001.47

EXHIBIT E

FUND TYPE/CLASSIFICATION	TOTAL AMOUNT APPROPRIATED (Temporaries)
Governmental Fund Type	
General Fund	1,351,210.00
Special Revenue Funds	191,496.00
Debt Service Funds	40,000.00
Capital Projects Funds	35,000.00
Special Assessment Fund	
Proprietary Fund Type	
Enterprise Funds	25,000.00
Internal Service Funds	7,680.00
Fiduciary Fund Type	
Trust and Agency Funds	31,894.00
Private-Purpose Trust	
Total All Funds	1,682,280.00

EXHIBIT F

PTNE, Inc. dba



1112 N. Meridian Road
Youngstown OH 44509-1017
330-270-4400

March 17, 2015

Agreement Number

5271

Account Representative

Grant Thompson

This Agreement is made between Perigee Business Technologies. (the Company) and the Customer as Listed below:

McDonald Schools

600 Iowa St

McDonald

OH

44437

3305308051

Contact: Pam Ross

Installation Information (if different than Customer information)

Schedule A

We propose to furnish and install the following telecommunications equipment and services:

- 1 Samsung OfficeServ 7000 Series Converged Business Communications System
- 2
- 3 Includes the following configuration: (High School/Board building)
- 4 1 Main Chassis with ten (10) Universal Slots
- 5 1 Main Processor for Multiple Cabinets and Local Processor
- 6 * 1 Audio Output * 5 Internal Page Zones * 2 External Page Zones
- 7 1 4-Port Automated-Attendant & Voicemail with Compact Flash Memory
- 8 1 8-Port Analog Trunk Card
- 9 64 Digital Station Ports (number of Digital Key Telephones that can be installed)
- 10 1 64-Button DSS Console (Direct Station Select)
- 11 7 28-Button Full-Featured Digital Speakerphone with LCD Screen
- 12 41 8-Button Full-Featured Digital Speakerphone with LCD Screen (classrooms)
- 13 1 SPNET License and MGI Licenses for Local Area Network (LAN)
- 14 1 Fiber to Copper Transceiver
- 15
- 16
- 17 Includes the following configuration: (Roosevelt building)
- 18 1 Main Chassis with five (5) Universal Slots
- 19 1 Main Processor for Multiple Cabinets and Local Processor
- 20 * 1 Audio Output * 5 Internal Page Zones * 2 External Page Zones
- 21 1 8-Port Analog Trunk Card
- 22 48 Digital Station Ports (number of Digital Key Telephones that can be installed)
- 23 1 64-Button DSS Console (Direct Station Select)
- 24 2 28-Button Full-Featured Digital Speakerphone with LCD Screen
- 25 35 8-Button Full-Featured Digital Speakerphone with LCD Screen (classrooms)
- 26 1 SPNET License and MGI Licenses for Local Area Network (LAN)
- 27 1 Fiber to Copper Transceiver
- 28 1 Standard Installation Includes: Installation, Programming and Training
- 29 1 Year Warranty on Samsung hardware and Labor
- 30
- 31
- 32 Price: \$ 35,675.00 Amount Due at Signing: \$ 17,837.50
- 33 Tax exempt: - 0 - Amount Due at Installation: \$ 17,837.50
- Total: \$ 35,675.00 or Third-Party Lease / Purchase options available

In consideration of mutual agreements herein, the Company agrees to sell to Customer and Customer agrees to purchase from the Company the equipment and/or services set forth on "Schedule A" on the following Terms and Conditions: Payment: 50% at Agreement / Balance Due prior to installation. The above Price includes all product, services and warranties as listed on "Schedule A". This price is firm for 30 days from date of this Agreement. The Purchase Price shall be subject to adjustment in the event of any mutually agreeable changes made to "Schedule A", including the addition or deletion of equipment and/or any specifications, attachments or features.

If Additional Terms and Conditions are included on the reverse side, they become an integral part of this Agreement and will be initialed on the bottom corner.

Payment by Credit Card will incur a convenience fee totaling 3% of the transaction amount. A minimum fee of \$2.00 is charged for amounts less than \$40.

McDonald Schools

Perigee Business Technologies (PTNE, Inc.)

By:

By: _____

Title: BOARD PRESIDENT Date: 6/15/15

Title: _____ Date: _____

PTNE, Inc. dba



1112 N. Meridian Road
Youngstown OH 44509-1017
330-270-4400

March 17, 2015

Agreement Number

5271

Account Representative

Grant Thompson

This Agreement is made between Perigee Business Technologies. (the Company) and the Customer as Listed below:

McDonald Schools

600 Iowa St

McDonald

3305308051

Contact: Pam Ross

OH

44437

Installation Information (if different than Customer information)

Schedule A

We propose to furnish and install the following telecommunications equipment and services:

Note: Installed to customer's existing copper and fiber cabling.

Optional Add-On: Voicemail to Email Gateway Licenses (Unlimited) price: \$335

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In consideration of mutual agreements herein, the Company agrees to sell to Customer and Customer agrees to purchase from the Company the equipment and/or services set forth on 'Schedule A' on the following Terms and Conditions: Payment: 50% at Agreement / Balance Due prior to installation. The above Price includes all product, services and warranties as listed on 'Schedule A'. This price is firm for 30 days from date of this Agreement. The Purchase Price shall be subject to adjustment in the event of any mutually agreeable changes made to 'Schedule A', including the addition or deletion of equipment and/or any specifications, attachments or features.

If Additional Terms and Conditions are included on the reverse side, they become an integral part of this Agreement and will be initialed on the bottom corner.

Payment by Credit Card will incur a convenience fee totaling 3% of the transaction amount. A minimum fee of \$2.00 is charged for amounts less than \$40.

McDonald Schools

Perigee Business Technologies (PTNE, Inc.)

By: 

By: _____

Title: BOARD PRESIDENT Date: 6/15/15

Title: _____

Date: _____

McDonald Schools Summary

Points of Interest concerning updating the current communication system

Direct purchase option: \$35,675.

or

Purchase option with monthly (lease/purchase) payments: \$636. Per month for 60 months
*The lease/purchase is through a third-party lending source. No (\$0) money down – and \$1.
Purchase at the end of the term.*

Both purchase options have the one (1) year warranty on Samsung hardware and labor.

After the first year, a maintenance agreement is available for an 'extended warranty'. It covers service issues with hardware and programming. All work is performed during normal business hours, Monday-through-Friday, 8am until 5pm, excluding holidays.

The alternative is to pay for service calls on an as-needed-basis.

A Standard Maintenance Agreement for the proposed configuration would be: \$275 per month.

This would begin after the 1 year warranty.

As a point of reference: McDonald Schools has spent \$7,200 for service calls since 2002.

That averages to \$48.35 per month over the past 149 months. Your purchase was a good value for McDonald Schools.

During that same period, McDonald Schools made additions to the system that were not service related – but additional equipment, programming changes, etc. That total is \$10,578.

A large portion of those charges are probably related to new construction that occurred during the life of your existing system.

Other financial considerations:

The Automated Attendant / Voicemail System has two (2) options that can be added.

One is the 'Voicemail Message to Email' Notification- that sends voicemail messages via an email to the mailbox owner:

It is \$335. (one-time purchase).

If you have this option activated, you could utilize the fax-to-email option.

The fax application allows individual 'fax mailboxes' to receive faxes and forward to an appropriate email address. This can be added at any time. *Please note – your current method of getting dial-tone services will not support this option.* It requires channels- such as PRI or SIP service.

This option is \$325.

Highschool / Board office

MAIN CABINET

7400

SYSTEM CONFIGURATION

OAS (Optional Applications Services Card)

8-Port Loop Start Central Office

Location	Module	License
CRM	CRM	MIS
SCM	SCM	SCM
MFM	MFM	MFM
RCM2	RCM2	RCM2

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

CO Telephone Lines and "911"			
1	2	3	4
5	6	7	8

SmartFlash

DB1	DB2	DB3
MISC	RCM2	MFM

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20

Roosevelt School
SECOND CABINET 7200

Fiber connection

SYSTEM CONFIGURATION

OAS (Optional Applications Services Card)

8-Port Loop Start Central Office

Location	Module	License
CRM	CRM	MIS
SCM	SCM	SCM
MFM	MFM	MFM
RCM2	RCM2	RCM2

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

CO Telephone Lines and "911"			
1	2	3	4
5	6	7	8

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule with Purchase Option (*tax exempt*)

Product Schedule Number: _____
Master Lease Agreement Number: _____

This U.S. Communities Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and McDonald Local School District, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and McDonald Local School District. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

McDonald Local School District				Ken Halbert			
Customer (Bill To)				Billing Contact Name			
600 Iowa Avenue				Billing Address (if different from location address)			
Product Location Address	City	County	State	Zip	City	County	State
McDonald	Trumbull	Ohio	44437				
Billing Contact Telephone Number				Billing Contact Facsimile Number		Billing Contact E-Mail Address	
330-530-8051						ken.halbert@neomin.org	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh MPC305
1	Ricoh MP7502
2	Ricoh MPC3503

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Interest Rate	Minimum Payment Billing Frequency	Advance Payment
60	\$ 980.23	5.84 % per annum	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input checked="" type="checkbox"/> Other: none

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

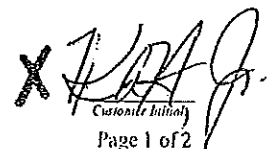
I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#, etc.) _____

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.


Customer Initials
Page 1 of 2

3. Purchase Option:

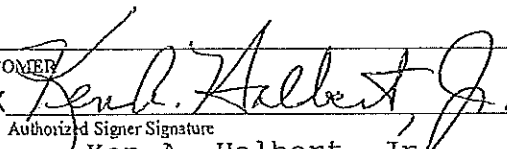
The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer agrees that this transaction is a true rental and further agrees as follows:

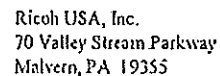
- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER		Accepted by: RICOH USA, INC.	
By: X 	By: _____	Authorized Signer Signature	
Printed Name: Ken A. Halbert, Jr.	Printed Name: _____	Authorized Signer Signature	
Title: Superintendent	Title: _____	Date: 6/15/15	Date: _____



This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this "Addendum"), dated as of the 9 day of June, 2015, is to that certain agreement/product schedule no. 1309386 - _____ (the "Agreement"), between Ricoh USA, Inc. ("we" or "us") and MC DONALD LOCAL SCHOOL DISTRICT as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

[illegible]

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER
Ken C. Albert, Jr. 6/15/15
Authorized Signature Date

Ken A. Halbert, Jr. Superintendent

Print Authorized Signer Name

Title

Ricoh USA, Inc.

Authorized Signature

Date _____

Print Authorized Signer Name

Title



ORDER AGREEMENT

Request For Proposal (RFP) or Bid Contract Date:	11-Feb-2013	Sale Type:	LEASE
--	-------------	------------	-------

BILL TO INFORMATION		
Customer Legal Name: MC DONALD LOCAL SCHOOL DISTRICT		
Address Line 1: 410 W 7TH ST	Contact:	Streb,Pam
Address Line 2:	Phone:	(330)530-8051
City: MC DONALD	E-mail:	pam.streb@neomin.org
ST / Zip: OH/44437-1606	County: TRUMBULL	Fax:

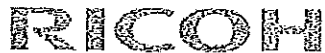
ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION					
Service Term (Months)		Base Billing Frequency			Overage Billing Frequency
60 Months		MONTHLY			MONTHLY
Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages		Service Base (Per Base Billing Frequency)
Gold	B/W	0	B/W	\$0.0040	
	Color	0	Color	\$0.0490	

SHIP TO INFORMATION		
Customer Name: MCDONALD LOCAL SCHOOL DIST		
Address Line 1: 600 IOWA AVE	Contact:	Streb,Pam
Address Line 2:	Phone:	(330)530-8051
City: MC DONALD	E-mail:	pam.streb@neomin.org
ST / Zip: OH/44437-1677	County: TRUMBULL	Fax:

PRODUCT INFORMATION	
Product Description	Qty
RICOH MPC305SPF	1
RICOH MP7502	1
RICOH MPC3503	2



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	MC DONALD LOCAL SCHOOL DISTRICT		
Contact Name:	Streb,Pam	Phone:	(330)530-8051
Address:	600 IOWA AVE	City:	MC DONALD
State:	OH	Zip:	44437-1677
		Fax/Email:	pam.streb@neomin.org

Make	Model	Serial Number
	AFMP8001	V7105400101
	MP2851SP	V8205301246
	MP2851SP	V8205400442
	SPC420DN	S3808501693
	SPC420DN	S3899601691

Customer Name:	MC DONALD LOCAL SCHOOL DISTRICT		
Contact Name:	Streb,Pam	Phone:	(330)530-8051
Address:	410 W 7TH ST	City:	MC DONALD
State:	OH	Zip:	44437-1606
		Fax/Email:	pam.streb@neomin.org

Make	Model	Serial Number
	MP4001SP	V7905300179
	MP3351SP	V8305100929
	SPC420DN	S3808600514
	SPC420DN	S3808600523

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

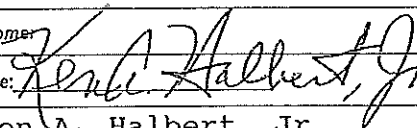


RICOH

SHIP TO INFORMATION		
Customer Name: MCDONALD LOCAL SCHOOL DIST		
Address Line 1: 410 W 7TH ST	Contact: Streb,Pam	
Address Line 2: ROOSEVELT ELEM	Phone: (330)530-8051	
City: MC DONALD	E-mail: pam.streb@neomin.org	
ST / Zip: OH/44437-1606	County: TRUMBULL	Fax:

PRODUCT INFORMATION	
Product Description	Qty
RICOH MP4054SP BRANDING SET	1
RICOH MP7502	1
RICOH MPC3503	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: 	Authorized Signature: _____
Printed Name: <u>Ken A. Halbert, Jr.</u>	Printed Name: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>6/15/15</u>	Date: _____



U.S. Communities Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: _____

CUSTOMER INFORMATION

Full Legal Name McDonald Local School District				
Address 600 Iowa Avenue				
City McDonald	State Ohio	Zip 44437	Contact Ken Halbert	Telephone Number 330-530-8051
Federal Tax ID Number	Facsimile Number		E-mail Address ken.halbert@neomin.org	
(Do Not Insert Social Security Number)				

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("RicoH") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules: Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term: Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Service relating to the Product provided hereunder due to a material breach by Service of its service obligations which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failure relates upon thirty (30) days prior written notice to Ricoh. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL

☒ Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

RICOH USA, INC.

By: 

, By: _____

Name Ken A. Halbert, Jr.

Name _____

Title Superintendent

Title _____

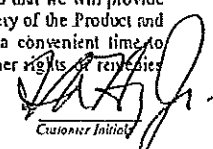
Date 6/15/15

Date _____



NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Service") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Service with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Service under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Service to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Service and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies.

X 
Customer Initials

available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set off, that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such

requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A



Customer initials



U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)

CUSTOMER INFORMATION					
Legal Name	McDonald Local School District				
Bill To Address	600 Iowa Avenue				
City	McDonald	State	Ohio	Zip Code	44437

This Equipment Sale and Maintenance Agreement ("Maintenance Agreement") sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. ("RicoH"). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the "Order"), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. **MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) ("Normal Business Hours"), as follows (collectively, the "Maintenance Services"):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts: Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product

covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Fundable Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER
By: X Ken A. Halbert, Jr.
Authorized Signer Signature
Printed Name: Ken A. Halbert, Jr.
Title: Superintendent Date: 6/15/15
Facsimile Number: 330-530-7041

Accepted by: RICOH USA, INC.

By: _____
Authorized Signer Signature

Printed Name: _____

Title: _____ Date: _____

Facsimile Number: _____

RICOH

otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. **MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. **RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. **TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. **DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. **PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By:

Name:

Title:

Date:

Ken A. Halbert, Jr.

Superintendent

6/15/15

RICOH USA, INC.

By:

Name:

Title:

Date:

MCDONALD LOCAL SCHOOL DISTRICT

FIRST AMENDMENT TO

ADMINISTRATOR'S CONTRACT

THIS FIRST AMENDMENT TO ADMINISTRATOR'S CONTRACT (this "Amendment"), is made by and between David Vecchione (the "Administrator") and the Board of Education of the McDonald Local School District, Trumbull County, Ohio (the "Board"), pursuant to the Ohio Revised Code.

WHEREAS, the Board has employed the Administrator as an Elementary School Principal pursuant to an Administrator's Contract, dated March 18, 2013 (the "Original Contract");

WHEREAS, the Board and the Administrator entered into a First Amended and Restated Administrator's Contract, effective as of the 1st day of August, 2013 (the "Amended and Restated Contract"), which amended and restated the Original Contract; and

WHEREAS, the Board and the Administrator desire to amend the Amended and Restated Contract in the manner provided in this Amendment;

NOW THEREFORE, it is mutually agreed by the parties as follows:

1. Section 3 of the Amended and Restated Contract is hereby amended to read in its entirety as follows:
 3. Concurrent with the execution of this Contract and on July 31, 2014, the Board will pay the Administrator a stipend of \$4,000.00. The Administrator shall be eligible to receive a stipend on July 31, 2015, and July 31, 2016, in an amount mutually agreed to by the Board and the Administrator; provided, however, that the amount of the stipend payable on July 31, 2015, will not be less than \$4,000.00 and the amount of the stipend payable on July 31, 2016, will not be less than \$5,000.00. Notwithstanding the foregoing, the Administrator shall be entitled to receive the stipend only if the McDonald Local School District does not have a full time Superintendent employed in such capacity at any time during the term of this Contract.
2. Attachment A to the Amended and Restated Contract is hereby amended to read in its entirety as provided in Attachment A to this Amendment.
3. In all other respects, the Amended and Restated Contract as previously executed and delivered by the Board and the Administrator shall remain in full force and effect.

IN WITNESS WHEREOF, the Board, by its President and its Treasurer, having been first duly authorized, and the Administrator have set their hands hereto effective as of the 1st day of August, 2015.

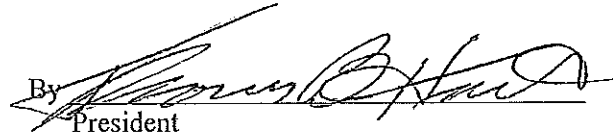
BOARD OF EDUCATION
MCDONALD LOCAL SCHOOL DISTRICT

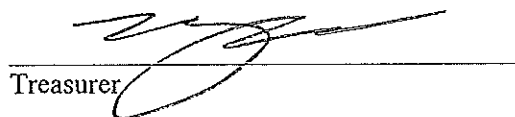
David J. Vecchione
Employee

7582 Forest Hill Ave
Address

Poland OH 44514
City State Zip

M

By 
President


Treasurer

Attachment A

Fringe Benefits

Hospital/Major Medical Insurance	PPO 2 – 90% Board Share/10% Administrator Share.
Dental Insurance	90% Board Share/10% Administrator Share.
Vision Insurance	100% Board Share.
\$100,000 Term Life Insurance	100% Board Coverage.
215 Work Days	
15 Sick/Bereavement Days	Accumulative to 310 days.
4 Personal Leave Days	Personal Leave Converted to Sick Leave.
Liability Insurance	100% Board Coverage.
Severance Pay	25% of Accumulated Sick Leave 80 Days Maximum and Must be Employed by McDonald Schools Ten (10) Years.
Assault/Disability Leave	As per Section H, Article XI of Collective Bargaining Agreement with McDonald Education Association.
Sick Leave Bank	As per Section J, Article XI of Collective Bargaining Agreement with McDonald Education Association.
State Teachers Retirement	10% Administrator Coverage, balance Board Coverage.
403B Contributions	Board will match dollar for dollar, up to \$2,000.00 maximum per Contract year, to the Administrator's contributions to his individual 403B plan.
Professional Dues	100% Coverage -- Limit One Membership.
Cell Phone	\$50.00 per month.

MCDONALD LOCAL SCHOOLS

ADMINISTRATOR'S CONTRACT

THIS ADMINISTRATOR'S CONTRACT (this "Contract") is made by and between David Vecchione (the "Administrator") and the Board of Education of the McDonald Local School District, Trumbull County, Ohio (the "Board"), pursuant to the Ohio Revised Code.

WHEREAS, the Board desires to employ the Administrator as an Elementary School Principal, and the Administrator desires to be employed by the Board as an Elementary School Principal, subject to and upon the terms and conditions set forth in this Contract;

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. The Administrator is hereby employed to serve as Elementary School Principal for a term of two (2) years, commencing August 1, 2016, and ending July 31, 2018, provided that he holds and furnishes throughout the term of this Contract a valid and appropriate certificate to act as an Elementary School Principal in the State of Ohio.
2. The Board will pay the Administrator an annual salary of \$74,517.19 for the period commencing August 1, 2016, and ending July 31, 2017, and \$76,007.53 for the period commencing August 1, 2017, and ending July 31, 2018. This salary may be increased by mutual agreement during the term of this Contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting salaries of all employees of the district.
3. The Administrator shall be eligible to receive a stipend on July 31, 2017, and July 31, 2018, in an amount mutually agreed to by the Board and the Administrator; provided, however, that the amount of such stipend will not be less than \$5,000.00. Notwithstanding the foregoing, the Administrator shall be entitled to receive the stipend only if the McDonald Local School District does not have a full time Superintendent employed in such capacity at any time during the term of this Contract.
4. The Administrator shall be evaluated in accordance with such procedure as the Board adopts and the results of the evaluation shall be considered by the Board in determining whether to renew this Contract.
5. The Administrator shall perform all duties and carry out all responsibilities as per the job description recorded in the Board Policy Book.
6. The Administrator hereby agrees to comply with and enforce all rules and regulations adopted by the Board.
7. The Administrator shall receive the fringe benefits set forth on Attachment A hereto.

8. Non-renewal of this Contract by the Board shall be governed by R.C. 3319.02, provided that, at the expiration of this Contract on July 31, 2018, the Board must give the Administrator written notice of its intention to non-renew on or before March 31, 2018. This Contract may be terminated during its term by the mutual agreement of the Administrator and the Board.
9. The Administrator shall work 215 days per year under this Contract, as directed by the Board or its designee. The duties of the position of Elementary School Principal shall be consist of the job description thereof written in the Board Policy Book.

FOR AND IN CONSIDERATION OF the consideration herein provided, the Administrator avows that all information supplied to the Board by him in connection with this employment is accurate to the best of his knowledge and that he has been notified as required by RC 3307.58 of his duties and obligations under RC Chapter 3307, pertaining to the State Teachers Retirement System, as a condition of his employment.

IN WITNESS WHEREOF, the Board, by its President and its Treasurer, having been first duly authorized, and the Administrator have set their hands hereto effective as of the 1st day of August, 2016.

BOARD OF EDUCATION
MCDONALD LOCAL SCHOOL DISTRICT

David J. Vecchione
Employee

7582 Forest Hill Ave
Address

Poland OH 44514
City State Zip

[Handwritten signature]

By *[Signature]*
President

[Signature]
Treasurer

Attachment A

Fringe Benefits

Hospital/Major Medical Insurance	PPO 2 – 90% Board Share/10% Administrator Share.
Dental Insurance	90% Board Share/10% Administrator Share.
Vision Insurance	100% Board Share.
\$100,000 Term Life Insurance	100% Board Coverage.
215 Work Days	
15 Sick/Bereavement Days	Accumulative to 310 days.
4 Personal Leave Days	Personal Leave Converted to Sick Leave.
Liability Insurance	100% Board Coverage.
Severance Pay	25% of Accumulated Sick Leave 80 Days Maximum and Must be Employed by McDonald Schools Ten (10) Years.
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State Teachers Retirement	10% Administrator Coverage, balance Board Coverage.
403B Contributions	Board will match dollar for dollar, up to \$2,000.00 maximum per Contract year, to the Administrator's contributions to his individual 403B plan.
Professional Dues	100% Coverage – Limit One Membership.
Cell Phone	\$50.00 per month.

File: GCN-1 (Also AFC-1)

EVALUATION OF PROFESSIONAL STAFF (Teachers)

The Board of Education, in consultation with teachers employed by the Board, adopts this standards-based evaluation policy in conformance with the framework for evaluation of teachers developed by the State Board of Education under Ohio Revised Code Section (RC) 3319.112. The Board directs the Superintendent to implement this policy in accordance with State law.

1. Teaching Employees Covered by this Policy

- A. This policy applies to any person employed under a teacher's license or a professional teacher's certificate in accordance with State law and who spends at least 50% of his/her time providing student instruction.
- B. Principals shall be evaluated in accordance with the principal evaluation policy adopted by the Board in accordance with RC 3319.02.
- C. This policy does not apply to the Superintendent, Treasurer or "other administrator" as defined by RC 3319.02. This policy also does not apply to substitute teachers.

2. Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with RC 3319.111(D); and 2) who holds a credential established by the Ohio Department of Education (ODE) for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

3. Evaluation Time Line and Requirement

A. All Teachers

- 1) Subject to the provisions of RC 3319.111(C), except as provided in division (C)(2) of this Section, District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall consist of two cycles of formal observations of at least 30 minutes each. All teacher evaluations shall be completed by the first day of May, and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the 10th day of May.

2) For those teachers who are on limited or extended limited contracts pursuant to RC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the 10th day of May.

B. Skilled (Added as B)

The Board elects to evaluate a teacher receiving an effectiveness rating of "skilled" on the teacher's most recent evaluation conducted pursuant to this policy once every two (2) years. During the "off" year, one (1) observation and at least one (1) conference with the teacher is required. Student Growth Measures must be calculated in ETPES and remain average or higher. The skilled rating will be carried forward to the Final Summative to complete the rating for the "off" academic year, if requirements above are met. Option available to complete full evaluation, if desired.

C. Accomplished Teachers (Changed from B to C)

1) The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy once every two (2) years. ~~Any biennial evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the 10th of May.~~ The accomplished rating will be carried forward to the Final Summative in 2014-2015. No observations, conferences or SGM are required. Option available to complete selected evaluation components, if desired.

2) The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy, via one formal observation, provided the teacher completes a project that has been approved by the Board to demonstrate the teacher's continued growth and practice at the Accomplished level. The teacher must submit a proposed project to the Superintendent no later than October 1 for the Superintendent to obtain the necessary Board approval.

4. Assigning an Effectiveness Rating.

Each evaluation will result in an effectiveness rating of "Accomplished," "Proficient," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. 50% of the evaluation will be attributed to Teacher Performance and 50% will be attributed to multiple measures of Student Growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by the ODE is incorporated herein.

The Board shall annually submit to the ODE, in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher

5. Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations. 50% of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following Ohio Standards for the Teaching Profession and training for credentialed evaluators:

- A. Understanding student learning and development and respecting the diversity of the students they teach;
- B. Understanding the content area for which they have instructional responsibility;
- C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. Planning and delivering effective instruction that advances individual student learning;
- E. Creating learning environments that promote high levels of learning and student achievement;
- F. Collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning and
- G. Assuming responsibility for professional growth, performance, and involvement.

The Superintendent/designee has developed, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance. The tools are aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric. Those tools are as follows:

- 1. Two cycles of formal evaluations.
- 2. May include one or more walk-throughs.
- 3. May include a preconference and/or post conference in connection with any formal evaluation.
- 4. May include a Professional Improvement Plan using the forms attached as Exhibit 1 and/or a Professional Growth Plan using the form attached as Exhibit 2, in each case as necessary.

6. Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "Student Growth" means the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level value-added data; 2) ODE-approved assessments and/or 3) Locally-determined measures.

- A. Teacher-Level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
- B. ODE-Approved List of Assessments: Assessments, if utilized by the District, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the 50% attributed to Student Growth Measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
- C. Locally-Determined Measures: For courses of instruction in which neither Teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) to measure student growth in the courses of instruction.

The percentages the District will attribute to teacher-level value-added, ODE-approved assessments, and locally determined measures are as follows:

- 1. For teachers teaching courses for which teacher-level value-added data is available, (a) the percentage attributable to teacher-level value-added data will equal 1x the quotient of (i) the number of courses for which teacher-level value-added data is available taught by the teacher and (ii) the number of courses taught by the teacher and (b) the percentage attributable to other than teacher-level value-added data will be determined as provided in paragraph two.
- 2. For teachers teaching courses for which teacher-level value-added data is not available for any courses taught, percentage options will be calculated from the following options:
 - A. Vendor Assessment (if applicable) — 10%;

- B. Shared Attribution 10% and/or
- C. Student Learning Objectives (created by the teacher and approved by a Student Learning Objectives committee) — 30% (if Vendor Assessment not applicable — 40%).

In the calculation for student academic growth, any student who is absent 1) 15 or more times from any nine week course, 2) 30 or more times from any semester course or 3) 60 or more times from any year course will not be included.

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above," 2) "Expected" and 3) "Below."

7. Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix.

- A. Above-Expected levels: Teachers who meet Above-Expected levels of student growth must develop a Professional Growth Plan and choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The Professional Growth Plan will be in the form attached as Exhibit 2.
- B. Expected levels: Teachers who meet Expected levels of student growth must develop a Professional Growth Plan collaboratively with a credentialed evaluator for the evaluation cycle from the Board-approved list. The teacher will have input on the selection of a credentialed evaluator for the evaluation cycle. The Professional Growth Plan will be in the form attached as Exhibit 2.
- C. Below-Expected levels: Teachers who meet Below-Expected levels of student growth must comply with an Professional Improvement Plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The Professional Improvement Plan will be in the form attached as Exhibit 1.

8. Retention and Promotion Decisions

The Board will use the procedures set forth in ARTICLE X of the Collective Bargaining Agreement between the Board and the McDonald Education Association (MEA), as the same is in effect from time to time (CBA), in making retention and promotion decisions.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations. For purposes of this Section 8, any teacher who has received an effectiveness rating of "Accomplished," "Proficient" or "Developing" on an evaluation shall be deemed to have "comparable evaluations."

9. Removal of Poorly Performing Teachers

Teachers of core subjects earning a rating of Ineffective for two of the three most recent school years who pass all written examinations of content knowledge selected by ODE shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

Teachers of core subjects earning a rating of Ineffective for two of the three most recent school years who fail any of the written examinations of content knowledge selected by ODE may be removed as determined by the Superintendent.

Teachers of subjects other than core subjects earning a rating of Ineffective for two of the three most recent school years shall be required to complete professional development courses (at their own expense) targeted to the deficiencies identified in the evaluations. Failure to complete the professional development or a subsequent Ineffective evaluation shall be grounds for termination or separation.

The Board will use the procedures set forth in ARTICLE X of the CBA for purposes of removing poorly performing teachers.

10. Professional Development

The Board's plan for the allocation of financial resources to support professional development has been developed in consultation with District administrators and teachers and shall be as provided in ARTICLE XLTI of the CBA.

11. Amendment

The Board shall not amend, modify or rescind this policy without first engaging in consultation with the teachers of the District in substantially the same manner and to substantially the same degree as the District engaged in consultation prior to the adoption of this policy. This policy shall not be changed unless such change is approved by both the Board and the duly authorized representatives of the MBA.

12. Term

The term of this policy shall be coextensive with the term of the first Collective Bargaining Agreement between the Board and the MBA that is adopted after the date of this policy.

[Adoption date: August 8, 1984]

[Re-adoption date: November 16, 2009]

[Re-adoption date: June 17, 2013]

LEGAL REFS.: ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.58
Chapter 4117
OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment
GBL, Personnel Records
GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for 12 work weeks of FMLA leave during a 12-month period, provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the leave. An employee may be eligible for 26 work weeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness. The 12-month period will be calculated as a "rolling" 12-month period measured backward from the date of any FMLA leave usage.

Types of Leave

An eligible employee may take FMLA leave for the following purposes:

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;
5. to respond to a "qualifying exigency" that arises because a spouse, child or parent is on covered active duty or has been called to covered active duty as a member of the Armed Forces or
6. to care for a spouse, child, parent or next of kin who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation or therapy for either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.

An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used.

Spouses Employed by the District

If a husband and wife eligible for leave are employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks.

If a husband and wife eligible for leave are employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury.

Reduced leave is a leave schedule that reduces the employee's usual number of hours per work week or hours per workday.

Intermittent or reduced leave is available for the employee's own serious health condition; to care for a seriously ill spouse, child or parent; to care for a covered servicemember's serious injury or illness or for leave taken due to a qualifying exigency. Such leave may be used for the birth or adoption/placement of a child only if the Board agrees.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operations.

The Board may provide such leave for medical purposes, but the Superintendent may transfer the employee to a position which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.

Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance (e.g., family coverage).

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the unpaid leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests pre-scheduled medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.

The Board may deny the leave if the employee does not meet the notice requirements.

Certification

The Board may require the employee to provide certification from a health care provider containing specific information required under the law if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

Upon the employee's return to work, the Board requires that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

Restoration

When the employee returns from the leave, the Board restores the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment in accordance with Board policy.

Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10% of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.

Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:

1. to care for a family member, to care for a covered service member or for the employee's own serious health condition;
2. foreseeable based on planned medical treatment and
3. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.

The Board then may require the employee to choose either to:

1. take the leave for a period or periods of a particular duration, not greater than the planned treatment or
2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

The following limitations also apply to instructional employees who take leave near the end of a semester for purposes other than the employee's own serious health condition.

1. When an instructional employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
2. When an instructional employee begins leave less than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester.
3. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

In all cases, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the Board is not counted as FMLA leave. However, the Board is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job upon the conclusion of the leave.

Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

(Approval date: November 16, 2009)

(Re-approval date: July 12, 2010)



GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.

Youngstown Office
100 Federal Plaza East
Suite 200
Youngstown, OH 44503

tel 330.599.4321
fax 330.599.4320
www.gpdgroup.com

Client/GPD Group Standard Agreement

AGREEMENT

This Agreement

made as of the _____ day of _____ In the year of

Between the Client

McDonald Board of Education
600 Iowa Avenue
McDonald, Ohio 44437

and the A&E

Glaus, Pyle, Schomer, Burns and DeHaven, Inc.
(dba GPD Group)
520 South Main Street
Suite 2531
Akron, Ohio 44311

For the following Project:

Football Field Parking Lot Improvements

Engineering Design and Construction Administration

THE CLIENT AND A&E AGREE AS SET FORTH BELOW:

ARTICLE 1

A&E'S RESPONSIBILITIES

1.1 A&E's Services

1.1.1 The A&E's services consist of those services performed by the A&E, A&E's employees and A&E's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The A&E's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.4.1.

ARTICLE 2

SCOPE OF A&E'S BASIC SERVICES

2.1 Definition

2.1.1 The A&E's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal architectural, mechanical, structural, civil and electrical engineering services and surveying as delineated in the proposal.

2.2 Design Phase

2.2.1 The A&E shall review with the Client alternative approaches to design and construction of the project.

2.2.2 Based on the mutually agreed-upon program schedule and construction budget requirements developed during the preliminary design phase of the project, the A&E shall prepare, for approval by the Client, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Client a preliminary estimate of Construction Cost.

2.3 Construction Documents Phase

2.3.1 Based on the approved Design Documents, the A&E shall prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Client of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The A&E shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 The A&E, following the Client's approval of the Construction Documents and of the latest preliminary estimate of Construction cost, shall assist the Client in obtaining bids and assist in awarding and preparing contracts for construction.

2.4 Construction Phase - Administration of the Construction Contracts

2.4.1 The A&E shall provide Construction Administration of the Contracts for Construction.

2.4.2 Duties, responsibilities and limitations of authority of the A&E shall not be restricted, modified or extended without written agreement of the Client and A&E.

2.4.3 The A&E shall not have control over or charge of, and shall not be responsible for, construction means, techniques, sequences or procedures, or for safety precautions and programs, in connection with the Project, since these are solely the Client's contractor's responsibility. The A&E shall not be responsible for the Client's contractor's schedules or failure to carry out the Project in accordance with the contract documents. The A&E shall not have control over or charge of acts or omissions of the Client's contractor, subcontractors or their agents or employees, or of any other persons performing portions of the work on the Project.

2.4.4 The A&E shall at all times have access to the Project whenever it is in preparation or progress.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Client or if included in Article 12, and they shall be paid for by the Client as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, site surveying, planning surveys, environmental studies, measured drawings of existing conditions, coordination of independent consultants, coordination of construction managers, detailed Construction Cost estimates, quantity surveys, inventories of materials or equipment, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted engineering practice.

3.2 If full time representation at the site is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12, or as mutually agreed upon by supplemental contract.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the A&E shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

CLIENT'S RESPONSIBILITIES

4.1 The Client shall provide full information, including a program which shall set forth the Client's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Client shall furnish site surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Engineer and are so defined in Article 12.

4.3 The Client shall furnish water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Client may require to

verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Client.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Client's expense, and the A&E shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Client to the A&E if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the A&E or A&E's consultants shall be submitted to the A&E for approval at least 14 days prior to execution.

ARTICLE 5

CONSTRUCTION COST

5.1 Definition

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Client of all elements of the Project designed or specified by the A&E.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Client and equipment designed, specified, selected or specially provided for by the A&E, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the A&E and A&E's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Client as provided in Article 4.

5.2 Responsibility for Construction Cost

5.2.1 It is recognized that neither the A&E nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the A&E cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Engineer.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Client and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid, the Client shall:

- .1 give written approval of an increase in such fixed limit;

- .2 authorize rebidding of the Project within a reasonable time;
- .3 If the Project is abandoned, terminate in accordance with 8.3.

5.2.5 The A&E shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF A&E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the A&E for this Project are instruments of the A&E's service for use solely with respect to this Project, and the A&E shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of the A&E's Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. The A&E's Drawings, Specifications or other documents shall not be used by the Client or others on other projects, for additions to this Project or for completion of this Project by others, unless the A&E is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the A&E.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the A&E's reserved rights.

ARTICLE 7

MEDIATION

7.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through mediation, as adopted and described by the American Arbitration Association.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Client for more than 30 consecutive days, the A&E shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the A&E's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the A&E's services.

8.3 This Agreement may be terminated by the Client upon not less than seven days' written notice to the A&E in the event that the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, the A&E may terminate this Agreement by giving written notice.

8.4 Failure of the Client to make payments to the A&E in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Client fails to make payment when due the A&E for services and expenses, the A&E may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the A&E within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the A&E shall have no liability to the Client for delay or damage caused by the Client because of such suspension of services.

8.6 In the event of termination not the fault of the A&E, the A&E shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Ohio.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Client and A&E, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client or A&E shall assign this Agreement without the written consent of the other.

9.5 This Agreement represents the entire and integrated agreement between the Client and A&E and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and A&E.

9.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or A&E.

9.7 The A&E and A&E's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.8 Limitation of Liability

9.8.1 In recognition of the relative risks, rewards and benefits of the project to both the Client and the A&E, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the A&E's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$1,000,000. Such causes include, but are not limited to, the A&E's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

9.9 Indemnification

9.9.1 Subject to the limitations set forth in Sections 9.8 and 9.9.2 hereof, the A&E agrees to indemnify and hold the Client harmless from and against any loss or damage resulting solely from the failure of the A&E to perform any duty or obligation expressly undertaken by the A&E pursuant to the terms of this Agreement or the negligent performance or failure to perform by the A&E of any such express duty or obligation.

9.9.2 No claim for loss or damage under this Agreement shall be asserted by the Client against the A&E by the reason of this Agreement or the work undertaken by the A&E hereunder, including without limitation any claim under Section 9.9.1 hereof, unless the aggregate amount of all the change orders to the Project required solely by reason of the negligent errors or omissions of the A&E exceeds two percent of the total Construction Cost of the Project.

9.9.3 The Client agrees to indemnify and hold the A&E harmless from and against any and all loss or damage resulting from or arising out of any claim, demand, suit, proceeding, action or cause of action brought against the A&E by any contractor, subcontractor of the Client, or their agents or employees, relating to the Project, unless the result of the sole negligence of the A&E.

9.9.4 GPD will conduct the research that in our professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The Client recognizes that GPD's research may not identify all defects and that the information and inspection upon which GPD relies may contain errors or may not be complete. Given the inherent limitations of such inspections, GPD's recommendations shall not be relied upon by any party as a warranty of the condition of the equipment or materials. The extent of the risk the Client wishes to accept in re-using existing equipment or materials is something the Client must determine. Accordingly, the Client waives any claim against GPD, agrees to defend, indemnify and hold GPD harmless from any claim or liability for injury or loss allegedly arising from the use of such existing equipment and materials in the project.

9.10 Agreed Legal Forum; Waiver of Jury Trial

9.10.1 Any claim or controversy relating to this Agreement, the Project or the work shall be resolved only before the Trumbull County, Ohio, Common Pleas Court in Warren, Ohio, and nowhere else. The Client expressly agrees that such court shall have personal jurisdiction over the Client and the Client expressly consents to such court's exercise of that jurisdiction. The Client hereby intentionally and knowingly waives any defense of lack of jurisdiction, improper venue, inconvenient forum and benefit of any other law permitting it to avoid the forum selection provisions of this section.

The Client acknowledges that its agreement to the provisions of this section is a specific inducement for the A&E to enter into this Agreement and that the A&E will rely upon that inducement. But for the inclusion of this forum selection provision, the A&E would not enter into this Agreement, and the Client should not enter into this Agreement if it does not intend to

honor the provisions of this section. The Client's initiation of legal proceedings in any other forum shall be a material breach of this Agreement.

The Client agrees to indemnify the A&E against, and hold it harmless from, any cost or expense, including reasonable attorneys' fees, resulting from the Client's commencement of any legal action or proceeding other than in the Trumbull County, Ohio, Common Pleas Court.

9.10.2 The Client and the A&E each voluntarily and intentionally waive any and all rights to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between the Client and the A&E arising out of, or in connection with, relating, or incidental to the relationship between the Client and the A&E under this Agreement.

ARTICLE 10

PAYMENTS TO THE A&E

10.1 Direct Personnel Expense

10.1.1 Direct Personnel Expense is defined as the direct salaries of the A&E's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 Reimbursable Expenses

10.2.1 Reimbursable Expenses include expenses incurred by the A&E in the interest of the Project for:

- .1 expenses of transportation and living expenses in connection with out-of-town travel authorized by the Client;
- .2 long-distance communications;
- .3 any fees paid by the A&E for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the Client and as such are not within the not-to-exceed fee limit.
- .4 reproductions;
- .5 postage and handling of Drawings and Specifications;
- .6 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the A&E and A&E's consultants; and

10.3 Payments on Account of Basic Services

10.3.1 Services performed in the Football Field Parking Lot Improvements shall be paid for as set forth in Attachment "A." Subsequent services performed in addition to the services in the proposal as detailed in Attachment "A" shall be paid at the applicable hourly rates as detailed in Attachment "B".

10.3.2 Payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.4.1 in this Agreement is exceeded or extended through no fault of the A&E, compensation for any services rendered during the additional period of time shall be computed at the A&E's hourly rates applicable at that time with the maximum, not-to-exceed, limit increased by 5%.

10.4 Payments on Account of Additional Services and Reimbursable Expenses

10.4.1 Payments on account of the A&E's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the A&E's statement of services rendered or expenses incurred.

10.5 Payments Withheld

10.5.1 No deductions shall be made from the A&E's compensation on account of sums withheld from payments to contractors.

ARTICLE 11

BASIS OF COMPENSATION

The Client shall compensate the A&E as follows:

11.1 Basic Compensation

11.1.1 FOR BASIC SERVICES, as described in Article 2, and any other services included as part of Basic Services, Basic Compensation shall be computed as follows:

11.2 COMPENSATION FOR ADDITIONAL SERVICES

11.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2 or identified in Article 12, compensation shall be computed as follows:

Standard GPD Hourly Rates, see Attachment "B"

11.2.2 FOR ADDITIONAL SERVICES OF THE A&E provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

Standard GPD Hourly Rates, see Attachment "B"

11.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including geotechnical services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of (1.05) times the amounts billed to the A&E for such services.

11.3 REIMBURSABLE EXPENSES

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (1.05) times the expenses incurred by the A&E, the A&E's employees and consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

11.4.1 IF THE BASIC SERVICES covered by this Agreement have not been completed by N/A Not Applicable, through no fault of the A&E, extension of the A&E's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.2.2.

11.4.2 Payments are due and payable thirty (30) days from the date of the A&E's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the A&E.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

12.1 The Scope of Work attached hereto as Attachment "A," dated June 5, 2015, for the project titled Football Field Parking Lot Improvements shall be made a part of this Agreement.

This Agreement entered into as of the day and year first written above.

CLIENT

A/E

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)



GPD GROUP®
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Mr. Ken Halbert, Superintendent
McDonald Board of Education
600 Iowa Avenue
McDonald, Ohio 44437

June 5, 2015
1512242.00

RE: Football Field Parking Lot Improvements

Attachment "A"

Mrs. Halbert,

GPD Group (GPD) would like to express interest in providing our engineering services for the design and plan preparation of the Football Field Parking Lot project. We believe that our experienced, multi-disciplined staff and our extensive background in public works with state and federal funding makes GPD uniquely qualified to address the specific needs for this project. GPD takes pride in delivering cost effective, constructible plans for its clients and will provide the service necessary to ensure a successful project is constructed on time and under budget.

The Project

This project will consist of the design of an asphalt parking lot with concrete curbs, storm sewer and striping to improve the existing aggregate parking area. It is anticipated that the existing aggregate parking area will provide the base for the construction of the asphalt parking lot. The area to be improved is identified as the aggregate parking area west of the Stadium between 6th and 7th Street. A summary of items included in the work is as follows:

- Asphalt parking lot
- Concrete curb perimeter with necessary storm sewer improvements
- Limited Concrete sidewalk and driveway approach replacement
- No detention or stormwater management will be provided since the use of the lot will remain the same with no additional impervious area being added
- The project will be hydraulically designed to meet the Village requirements for storm water improvements.

We will assemble biddable construction documents for use in the advertisement and competitive bidding of the proposed improvement. As part of the project, GPD Group will also provide construction administration and inspections services. Our team will be the point of contact for the contractor and funding agencies to assist the School in completing the project on time and within the planned budget while meeting all the requirements and documentation necessary.

Mr. Ken Halbert

June 5, 2015

Design Scope of Services

We have organized our efforts into the following tasks.

TASKS	
Preliminary Engineering Design	
Site Survey - Control, Ref Points & Benchmarks	
Survey - Roads, Utilities, Miscellaneous	
Utility Coordination & Mapping	
Preliminary Plan Development & Drawing Review	
Preliminary Cost Estimate	
Preliminary Design Sub-Total =	\$2,000
Final Design and Construction Plans	
Title sheet	
General Notes	
Roadway Plan Sheets	
Miscellaneous Parking, Lighting and Drainage Details	
Cost Estimate (100% submittal)	
Final Design Submittal	
Final Design & Construction Plan Sub-Total =	\$7,400
Bid Assistance	
Provide plans and specifications for distribution to bidders for the School	
Provide support for contractor questions	
Conduct bid opening	
Evaluate bid packages	
Prepare recommendation of award	
Bid Assistance Sub-Total =	\$1,250
EXPENSES:	
REPRODUCTION & TRAVEL ALLOWANCE	\$100
TOTAL EXPENSES	\$100
TOTAL FEE - LUMP SUM DESIGN & BIDDING	\$10,750

Our deliverables will include one set of final drawings as well as the final cost estimate for the School's records. GPD will coordinate with the School and provide the contract documents for bidding purposes. It is anticipated that the contractors will be required to purchase plans and specification for bidding, which will be used to cover the cost of reproduction. The cost of the miscellaneous document reproduction and other common project expenses are included in the expenses as indicated in the summary above.

Project Construction Administration & Inspection

TASKS	
Construction Administration (4 weeks @ 5 Hrs/wk)	
Coordinate Contract Preparation with the School & Contractor	
Distribute Plans and Specifications	
Preconstruction Meeting	
Evaluate and Coordinate Shop Drawings/Material Submittal	
Issue Recommendation for Notice to Proceed	
Construction Inspection (3 weeks @ 40 Hrs/wk)	
Provide Inspection Reports as needed	
Confirm Quantities	
Insure Contract Compliance and Material Conformity	
Review and Recommend Pay Requests	
Final Project Punch List	
Coordinate Final Project Closeout Paperwork	
Coordinate Final Reports & Project Completion	
Construction Administration & Inspection (Hourly – Estimated Total)	\$10,250
EXPENSES:	
REPRODUCTION & TRAVEL ALLOWANCE	\$500
TOTAL EXPENSES	\$500
TOTAL ESTIMATED FEE – HOURLY RATE FOR CA/CI*	\$10,750

GPD Group will also provide construction and contract administration assistance to the School. Considering the indeterminate level of effort required to perform the tasks listed, GPD proposes this portion of the contract be performed at an hourly rate. The above task list is an estimate of typical activities conducted by GPD as part of the construction process. The level of involvement varies based on the type of project and contractor's ability to perform the work.

* Our estimated fee for the Project Construction Administration is \$10,750 billed as hourly not to exceed. All necessary expenses will be invoiced as part of this effort.

Right-of-Way

No additional right of way takes, easements or work agreements are expected to be necessary as part of the proposed improvement. This work has been excluded from the proposal.

Mr. Ken Halbert

June 5, 2015

Fees and Expenses

Our fees and expenses related to the scope of services detailed above are:

	<u>Fees</u>	<u>Expenses</u>	<u>Total</u>
Design & Plan Preparation	\$10,650	\$100	\$10,750
Project Construction Administration	\$10,250	\$500	\$10,750
Totals	\$20,900	\$600	\$21,500

GPD will complete aforementioned Scope of Services for Design & Plan Preparation for a lump sum amount of \$10,750 including expenses that will be invoiced monthly on a percent complete basis. GPD will complete the Project Construction Administration Scope of Services at an hourly rate for an amount not to exceed \$10,750 including any expenses incurred. This portion of the work will be conducted at an hourly rate based on the indeterminate nature of the reporting, meetings and other coordination efforts from our staff to service the needs of the School.

Preliminary Schedule

We are prepared to begin work on the project immediately upon execution of a contract with the School and your notice to proceed. We believe that the design and plan preparation listed in the scope of services outlined above can be accomplished in 3 to 4 weeks. It is anticipated that the project will be bld in late June and be constructed by August ahead of the new school year.

Mr. Halbert, once again, we are pleased to have the opportunity to be involved with this project. Please contact our offices if you have any questions about the information provided here.

Respectfully submitted,

GPD Group



Christopher J. Tolnar, P.E.
Project Manager

Attachment: Preliminary Layout and Opinion of Probably Cost