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**McDONALD LOCAL BOARD OF EDUCATION
MONDAY, JUNE 29, 2015
REGULAR MEETING – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Monday, June 29, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

There was no Work Session and the Regular Meeting was called to order at 7:00 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

“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

Reg. 15-159 Approve agenda for Regular Meeting of June 29, 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: - None

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Res. 15-160 Approval of Board Minutes:

Regular Meeting – June 15, 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 - None

New Business:

A. Finance Committee – Joe Krumpak, Chairperson

Res. 15-161 DONATION

Resolution to accept a donation from The Cherotti Family Fund of Akron Community Foundation in the amount of \$3,000 to purchase new headsets for the McDonald High School Football program.

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

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Shehadi, Jones, Hart

Nays: None

President declared motion carried

Res. 15-162 BOARD SERVICE FUND

Resolution to approve the Board Service Fund to be used to pay expenses actually incurred by board members in performance of their duties, but may also include expenses of the official representatives for training and orientation expenses of board members elect not to exceed \$4,000 per year.

Upon the recommendation of the district treasurer I move to approve the above Board Service Fund.

5851

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

Res. 15-163 FY 2015 FINAL ADJUSTED APPROPRIATIONS

Resolution to approve the FY 2015 Final Adjusted Appropriations. (See Exhibit A)

Upon the recommendation of the district treasurer I move to approve the above FY 2015 Final Adjusted Appropriations.

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

Res. 15-164 GARDINER SERVICE AGREEMENT

Resolution to approve the service agreement with Gardiner for a three (3) year contract for HVAC services, from August 1, 2015 through July 31, 2018, for McDonald High School and Roosevelt Elementary School, at a cost of \$5,374 per year. (This cost is a 10% reduction cost per year for the three (3) year agreement rather than a one (1) year agreement.) (See Exhibit B).

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

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

Res. 15-165 ROOFING MAINTENANCE AGREEMENT

Resolution to approve the service agreement with Boak and Sons for a two (2) year contract to perform roofing maintenance services, from July 1, 2015 through June 30, 2017, at a cost of \$4,000 for McDonald High School and \$1,870 for Roosevelt Elementary School. (Same cost as previous contract.) (See Exhibit C).

5852

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

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Shehadi, Jones, Hart

Nays: None

President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 15-166 RESIGNATION – BOARD MEMBER

Resolution to accept the resignation of Eric Shehadi as school board member of The McDonald Local Board of Education, effective June 30, 2015. Mr. Shehadi has been outstanding and has contributed mightily to the mission of the school district. We thank Eric Shehadi for his service and dedication to the McDonald Local School District, our students, student programs, staff, and community. We wish for Eric good things at all times in his life.

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

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Shehadi, Krumpak

Nays: None

President declared motion carried

Res. 15-167 CERTIFIED – JUNIOR/SENIOR HIGH SCHOOL
INTERVENTION SPECIALIST

Resolution to hire Anthony Napolitano as junior/senior high school intervention specialist 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.

5853

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

Res. 15-168 CONTRACT FOR PSYCHOLOGY SERVICES

Resolution to enter into a contract with the Weathersfield Board of Education to hire Luke Bottorff for psychology services on a three (3) year contract, from 8/1/15 through 7/31/18, at the attached cost. (McDonald's share of his total contract is 40%.) (See Exhibit D)

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

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

Res. 15-169 HIGH SCHOOL DOMESTIC – EIGHT (8) HOUR

Resolution to hire Kim Oblinsky as an eight (8) hour, night-turn high school domestic, on a continuing contract, effective June 30, 2015 through August 31, 2015 (OAPSE current contract ends 8/31/15). Contract is for 45 days, eight (8) hours per day, step 2, at \$14.87 per hour, contract amount of \$5,353.20.

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

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

Res. 15-170 HIGH SCHOOL DOMESTIC – EIGHT (8) HOUR

Resolution to hire Kim Oblinsky as an eight (8) hour, night-turn high school domestic, on a continuing contract, effective September 1, 2015 through August 31, 2016 (OAPSE new contract starts 9/1/15). Contract is for 260 days, eight (8) hours per day, step 3, at \$15.43 per hour, contract amount of \$32,094.40.

5854

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

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Shehadi, Krumpak

Nays: None

President declared motion carried

Res. 15-171 CLASSIFIED – RESIGNATION

Resolution to accept the resignation of Kim Oblinsky as a three (3) hour, night-turn high school domestic, effective at the end of the work day on June 29, 2015.

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

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Shehadi, Krumpak

Nays: None

President declared motion carried

Res. 15-172 SUPPLEMENTAL – RESIGNATION

Resolution to accept the resignation of Matthew Vukovic as varsity baseball coach, so that Mr. Vukovic can have the time to focus on completion of his educational pursuits. He remains here as a fine member of our teaching staff at Roosevelt.

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

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Shehadi, Krumpak

Nays: None

President declared motion carried

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C. Program Committee – Robert Jones, Chairperson

Res. 15-173 SECOND READING – POLICY CHANGES – GBR-P
FAMILY AND MEDICAL LEAVE

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

Upon the recommendation of the district superintendent I move to approve the second reading of Policy GBR-P.

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. 15-174 BURKEY PARKING LOT IMPROVEMENTS

Resolution to approve a contract with GPD Group for the Burkey parking lot improvements for construction administration and inspection. The cost will be billed at an hourly rate not to exceed \$10,750. (This is the second half of the whole cost for project design, management, and completion follow up.) (See Exhibit F)

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

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CHANGES MADE TO COMMITTEES:

BUILDINGS AND GROUNDS/OPERATIONS COMMITTEE

Robert Jones, Chairperson
Thomas Hart, Member

PORGRAM COMMITTEE

Thomas Hart, Chairperson
Robert Jones, Member

Res. 15-175 **RECESS**

Mr. Jones moved and Mr. Krumpak seconded to recess from the Regular Meeting at 7:20 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-176 **ADJOURN RECESS**

Mr. Jones moved and Mr. Krumpak seconded to adjourn the recess and return to the Regular Meeting at 7:40 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

President declared motion carried

Res. 15-177 **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 7:41 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:

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- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
1. _____ Appointment
 2. X Employment
 3. _____ Dismissal
 4. _____ Discipline
 5. _____ Promotion
 6. _____ Demotion
 7. X 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), A (7), and E as listed above.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart

Nays: None

The president declared motion carried

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Res. 15-178 Adjourn Executive Session

Resolution to adjourn executive session and return to the regular board meeting at 8:17 p.m.

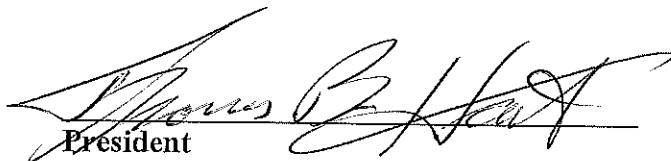
Mr. Jones moved and Mr. Shehadi seconded
Yeas: Jones, Shehadi, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-179 Adjournment

Mr. Shehadi moved and Mr. Jones seconded to adjourn the Regular Meeting at 8:17 p.m.

Yeas: Shehadi, Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

ATTEST:


President


Treasurer

Date: 06/25/15
Time: 11:38 am

MCDONALD LOCAL SCHOOLS
Appropriation Recap Sheet

Page 22
(APPRES)

Fund Class/Name	Fund	2015 Appropriations
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*** Governmental Fund Types ***

General Fund

GENERAL	001	5,698,403.77
Total General Fund		5,698,403.77

Special Revenue

EMERGENCY LEVY	016	657,897.61
PUBLIC SCHOOL SUPPORT	018	9,548.25
CLASSROOM FACILITIES MAINT.	034	29,239.88
DISTRICT MANAGED ACTIVITY	300	90,097.13
MANAGEMENT INFORMATION SYSTEM	432	737.23
DATA COMMUNICATION FUND	451	3,600.00
IDEA PART B GRANTS	516	148,219.68
TITLE I DISADVANTAGED CHILDREN	572	161,160.44
IMPROVING TEACHER QUALITY	590	17,007.69
Total Special Revenue		1,117,507.91

Debt Service

BOND RETIREMENT	002	158,245.35
Total Debt Service		158,245.35

Capital Projects

PERMANENT IMPROVEMENT	003	335,818.03
Total Capital Projects		335,818.03

*** Proprietary Fund Types ***

Enterprise

FOOD SERVICE	006	104,384.13
Total Enterprise		104,384.13

Internal Service

ROTARY-INTERNAL SERVICES	014	36,113.69
Total Internal Service		36,113.69

*** Fiduciary Fund Types ***

Agency Fund

Date: 06/25/15
Time: 11:38 am

MCDONALD LOCAL SCHOOLS
Appropriation Recap Sheet

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(APPRES)

Fund Class/Name	Fund	2015 Appropriations
SPECIAL TRUST	007	28,500.00
STUDENT MANAGED ACTIVITY	200	72,173.61
Total Agency Fund		100,673.61
Total Appropriations - All Fund Types		7,551,146.49

seconded the Resolution and the roll being
called upon its adoption, the vote resulted as follows:

Vote:

CERTIFICATE
(O.R.C. 5705.412)

RE:

IT IS HEREBY CERTIFIED that the McDonald Local School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

DATED: 6-29-15

BY: 

Treasurer

BY: 

Superintendent of Schools

BY: 

President, Board of Education

GARDINER

System Service Solutions

HVAC Maintenance Agreement

TYPE COVERAGE:

Level One
Scheduled Maintenance



CONTRACT PRESENTED TO:

Mr. Ken Halbert
Superintendent
McDonald Local Schools
600 Iowa Avenue
McDonald, Ohio 44437

PROJECT AND/OR LOCATION:

McDonald High School
600 Iowa Avenue
McDonald, Ohio 44437
and
Roosevelt Elementary School
410 West Seventh Street
McDonald, Ohio 44437

Presented by:

Jeff Covert
Account Manager

Agreement No:

C004541/Renewal 08/01/2015

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT AND LOCATION: McDonald High School
600 Iowa Avenue, McDonald, Ohio 44437
and
Roosevelt Elementary School
410 West Seventh Street, McDonald, Ohio 44437

GARDINER, herein referred to as the Service Company, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the Service Company.

EQUIPMENT TO BE SERVICED – SEE ATTACHMENT "A"

Option A: This agreement price is **\$5,972.00** per year. This pricing does not include applicable taxes, if any. If you are tax exempt, please include your tax exemption certificate.
This agreement is effective from **August 1, 2015**, through **July 31st, 2016**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Option B: This agreement price is **\$5,374.00** per year. This pricing does not include applicable taxes, if any. If you are tax exempt, please include your tax exemption certificate.
This agreement is effective from **August 1, 2015**, through **July 31st, 2018**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

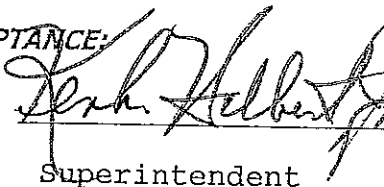
Note: This price includes provisions for safety under standard industry & Gardiner Trane safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Jeff Covert
Account Manager

DATE: 06/23/2015

CUSTOMER ACCEPTANCE:

Signature:



Superintendent

Title:

Acceptance Date:

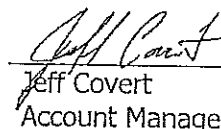
6/29/15

Purchase Order No.

~~Option A:~~ Option B:

SERVICE COMPANY APPROVAL:

Signature:



Jeff Covert
Account Manager

Title:

Gardiner®



AGREEMENT NUMBER: C004541/Renewal 08/01/2015

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement will automatically renew each year. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. Gardiner Service Company DBA Gardiner, reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299). The increase in refrigerant costs above the normal escalation rate in your contract and CFC Tax will be billed additional at time of use.

III. Warranty:

Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. LIMITATION OF LIABILITY:

All claims, causes of action or legal proceedings against Gardiner arising from Gardiner's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. INDEMNITY:

Gardiner and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

GENERAL TERMS AND CONDITIONS (continued)

- VI. NO-HIRE; NO-SOLICITATION:** Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The Customer shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify Gardiner of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon Customer's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the Customer's responsibility if it becomes classified as hazardous.
- IX. SERVICE COMPANY OBLIGATIONS:** It shall be the responsibility of Gardiner to inform the Customer of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) McDonald Local Schools/High School and Roosevelt Elementary School shall be considered a priority customer; Gardiner will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between Gardiner and Customer. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

ATTACHMENT "A"

EQUIPMENT COVERED

CUSTOMER: McDonald Local Schools

LOCATIONS: McDonald High School - 600 Iowa Avenue - McDonald, Ohio 44437
and
Roosevelt Elementary School - 410 West Seventh Street - McDonald, Ohio 44437

This agreement applies only to the equipment listed below:

EQUIPMENT TO BE SERVICED @ McDonald High School

Qty	Manufacturer	Model/Type	Serial Number	Schedule
13	Trane	Air Handling Units – MCCA Series 2 – MCCA008UB0 1 – MCCA010UBO 1 – MCCA014UBO 4 – MCCA021UBO 5 – MCCA025UBO	K01K53432C K01K53437C K01K53442C K01K53570C K01K53562C K01K53499C K01K53482C K01K53537C K01K53548C K01K53513C K01K53520C K01K53417C K01K53424C	AHU-100
2	Bryan	Hot Water Boilers – RV600 Series	----	BLR-100
2		Chilled Water Pumps	----	PMP-100
2		Hot Water Pumps	----	PMP-100



AGREEMENT NUMBER: C004541/Renewal 08/01/2015

ATTACHMENT "A"

EQUIPMENT COVERED – continued

CUSTOMER: McDonald Local Schools

LOCATIONS: McDonald High School - 600 Iowa Avenue - McDonald, Ohio 44437
and

Roosevelt Elementary School - 410 West Seventh Street - McDonald, Ohio 44437

This agreement applies only to the equipment listed below:

EQUIPMENT TO BE SERVICED @ McDonald Roosevelt Elementary School

Qty	Manufacturer	Model/Type	Serial Number	Schedule
8	Trane	Air Handling Units – MCCA Series 4 – MCCA030UBO 2-MCCA01UBO 1-MCCA012UBO 1-MCCA006UBO	K02D56198 – with filters K02D56184 K02D56212 – with filters K02D56188 K02D56192 – with filters K02D56206 – with filters K02D53678 – with filters K02D53685 – with filters	AHU-100
2	Bryan	Hot Water Boilers	RV600 Series	BLR-100
2		Make-up Air Units		MUA-100
2		Cold Water Pumps		PMP-100
2	Taco	Hot Water Pumps	EF251DE2H1E4L0	PMP-100

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

SCOPE OF COVERAGE
FOR
MCDONALD LOCAL SCHOOLS
HIGH SCHOOL AND ROOSEVELT ELEMENTARY SCHOOL

MAINTENANCE AND SERVICES INCLUDED		LEVEL ONE
1	<i>Comprehensive Annual Maintenance Service</i>	<i>Once Year</i>
2	<i>Running Inspections</i>	<i>X</i>
3	<i>Filter Change Belt Change</i>	<i>X Customer to supply filters and belts</i>
4	<i>Written Reports</i>	<i>X</i>
5	<i>Emergency Service</i>	<i>Time and Material</i>



AGREEMENT NUMBER: C004541/Renewal 08/01/2015

AHU-100

**LEVEL ONE
SCHEDULED MAINTENANCE PROGRAM
AIR HANDLING UNIT**

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Inspect the unit for cleanliness.
- ☐ Inspect the fan wheel and shaft for wear and clearance.
- ☐ Check the sheaves and pulleys for wear and alignment.
- ☐ Check the belts for tension, wear, cracks, and glazing.
- ☐ Verify tight bolts, set screws, and locking collars.
- ☐ Check dampers for wear, security and linkage adjustment.
- ☐ Verify clean condensate pan.
- ☐ Verify proper operation of the condensate drain.
- ☐ Verify clean air filters.
- ☐ Verify clean coils.
- ☐ Verify smooth fan operation.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the fan shaft bearings, if applicable.
- ☐ Lubricate the motor bearings, if applicable.

Controls and Safeties

- ☐ Verify setting of the low temperature safety device, if applicable.
- ☐ Test the operation of the high static pressure safety device, if applicable.
- ☐ Visually inspect electric heaters, if applicable.
- ☐ Check the step controller, if applicable.
- ☐ Check and record supply air and control air pressure, if applicable.
- ☐ Verify the operation of the control system and dampers while the fan is operating

Motor and Starter

- ☐ Disable starter per lockout/tagout procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactors for free and smooth operation.
- ☐ Meg the motor and record readings.

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

AHU-100-continued

RUNNING INSPECTIONS

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the fan.
- ☐ Verify smooth fan operation.
- ☐ Check and record supply and control air pressure, if applicable.
- ☐ Check the belts for tension, wear, cracks and glazing.
- ☐ Verify proper operation of the motor and starter.
- ☐ Verify the operation of the control system.
- ☐ Verify clean air filters.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

FLR-100

AIR FILTER INSPECTION - BELTS

RUNNING INSPECTION

The Service Company will furnish two [2] filter inspections and one [1] belt inspection during the operating season for the air handling units under this Service Agreement as indicated below:

Disposable Filters

- ☐ Report in with the customers' representative.
- ☐ Remove dirty disposable filters.
- ☐ Install proper type and size disposable filters per air flow markings.
- ☐ Verify spacers are in place if needed.
- ☐ Clean filter section of debris.
- ☐ Dispose of old filters per Service Agreement.
- ☐ Provide written report of completed work.

ADDITIONS AND EXCEPTIONS

- ☐ Belt inspection —once per year
- ☐ Customer to provide filters and belts



AGREEMENT NUMBER: C004541/Renewal 08/01/2015

BLR-100

**LEVEL ONE
SCHEDULED MAINTENANCE PROGRAM
BOILER (HOT WATER)**

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Open the fire side for cleaning and inspection.
- ☐ Check the heating surfaces for corrosion, pitting, scale, blisters, bulges and soot.
- ☐ Inspect the refractory.
- ☐ Check the expansion tank and drain if needed.
- ☐ Clean the fire inspection glass, if applicable.
- ☐ Check and test boiler blow-down valve.
- ☐ Check the gas train isolation valves for leaks.
- ☐ Check the gas supply piping for leaks.
- ☐ Check the pilot solenoid valve for proper operation and leaks.
- ☐ Check the main gas and the pilot gas regulators for proper operation and leaks.
- ☐ Test the low gas pressure switch. Calibrate and record setting, if applicable.
- ☐ Test the high gas pressure switch. Calibrate and record setting, if applicable.
- ☐ Verify the operation of the burner fan air flow switch, if applicable.
- ☐ Inspect and clean the burner assembly.
- ☐ Inspect and clean the pilot igniter assembly.
- ☐ Inspect and clean the burner fan wheel and all dampers.
- ☐ Run the fan and check for vibration.
- ☐ Inspect the flue and flue damper.
- ☐ Burner Control Panel:
 - ☐ Inspect the panel for cleanliness.
 - ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Clean burner fan wheel and air dampers.
- ☐ Verify tightness of the linkage set screws and lubricate ball joints.
- ☐ Check the gas valves against leakage (where test cocks are provided).
- ☐ Change fuel oil filters, if applicable
- ☐ Cleanup unit and work area.

Controls And Safeties

- ☐ Clean contacts in program timer, if applicable.
- ☐ Check the operation of the low water cutoff safety device and feed controls.
- ☐ Verify the setting and test the operation of the operating and limit controls.
- ☐ Verify the operation of the water level control.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

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AGREEMENT NUMBER: C004541/Renewal 08/01/2015

MUA-100

**LEVEL ONE
SCHEDULED MAINTENANCE PROGRAM
MAKE-UP AIR UNIT**

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the fan.
- ☐ Verify the operation of the control system.
- ☐ Verify clean air filters.
- ☐ Verify proper combustion air to the burner.
- ☐ Verify proper gas pressure to the burner.
- ☐ Check the flame for proper combustion.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



AGREEMENT NUMBER: C004541/Renewal 08/01/2015

PMP-100

**LEVEL ONE
SCHEDULED MAINTENANCE PROGRAM
PUMPS**

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Check motor shaft and pump shaft for alignment, if applicable.
- ☐ Inspect the coupling for wear.
- ☐ Verify that the shaft guard is in place and tight, if applicable.
- ☐ Verify water flow through the pump.
- ☐ Check for leaks on the mechanical pump seals, if applicable.
- ☐ Verify proper drip rate on the pump seal packing, if applicable.
- ☐ Check sheaves and pulleys for wear and alignment, if applicable.
- ☐ Inspect belts for tension, wear, cracks, and glazing, if applicable.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the motor bearings as necessary.
- ☐ Lubricate the pump bearings as necessary.

Motor And Starter

- ☐ Disable starter per lockout/tagout procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactors for free and smooth operation.
- ☐ Verify proper volts and amps.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Verify smooth operation of the pump.
- ☐ Check for leaks on pump seal.
- ☐ Verify proper drip rate on the pump seal packing, if applicable.
- ☐ Lubricate the motor and pump bearings as necessary, if applicable.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

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75 VICTORIA RD., YOUNGSTOWN, OH 44515 P: 330.793.5646 F: 330.793.8455 www.boakandsons.com

ROOF MAINTENANCE PLAN

The best Preventative Maintenance that one can do is perform semi-annual inspections to identify and solve problems as they arise. Roofs get more abuse from the elements than any other part of the building and preventative maintenance is the key element to providing a longer service life.

Boak & Sons will provide labor, materials and supervision to complete the inspections and the preventative maintenance repair work.

Boak & Sons agrees to perform roof inspections at the locations listed below for the amount set forth:

CUSTOMER NAME: McDonald Board Of Education

DATE: 6 / 23 / 15

ADDRESS: 600 Iowa St.

McDonald, Ohio 44437

PHONE: (330) 530-8051

FAX: (330) 530-7034

BUILDING NAME: Roosevelt Elementary School

ADDRESS: 410 W. Seventh St. McDonald Ohio 44437

CONTACT PERSON: David Vecchione PHONE: 330/530-8051 x 2



PREVENTATIVE ROOF MAINTENANCE PROCEDURES AND REPAIRS:

- Field technician to meet with building owner's representative to discuss any existing leaks, problems or changes in plant operations that would affect roof performance.
- Repair of leaks during service inspection, as directed by building owner's representative.
- Strip-in repairs of open seams on single-ply roofs.
- Coating of bare membrane with appropriate material.
- Redistribution of aggregate or ballast in areas caused by wind scour.
- Repair of blisters, splits and ridges on BUR and modified membrane surfaces.
- Inspection, sealing and securement of clamping ring and strainer on roof drains.
- Removal of debris from roof surface (nails, screws, metal scraps, etc.)
- Removal of debris and obstruction at drain, gutter and scupper locations.
- Refill pitch pockets.
- Inspect and adjust wood blocking under conduits and gas lines.
- Install 3 course membrane and cement repairs at open flashing laps and base flashings.
- Inspect expansion joint flashings, caps and bellows for watertight integrity.

REPORTING:

- Walk-over inspection after maintenance with owner's representative (if requested) to evaluate repairs completed.
- Written report to owner of any observed deficiencies that are beyond the scope of work that can be accomplished during routine maintenance.
- Photos of representative "before & after" repairs.
- Report to owner any damage to roof system that may have been caused by other trades or vandalism.

EXCLUSIONS:

- Routine roof management service repairs and inspections are limited to those areas and components that are accessible to service technician.
- Leaks that occur before or after the service inspection should be reported and repaired immediately. Charges for visits other than scheduled inspections are billable at current labor and material rates.
- An ongoing roof service program performed by qualified technicians is recommended by all major manufacturers of roof systems to extend roof service life and reduce leaks that may occur. Boak & Sons will provide the appropriate material and the best-qualified workmanship to perform these services, but cannot make any assurance regarding how long a roof system will last.



SCOPE OF SERVICES TO INCLUDE:

- VISUAL INSPECTION
- ROUTINE MAINTENANCE
- GENERAL HOUSEKEEPING

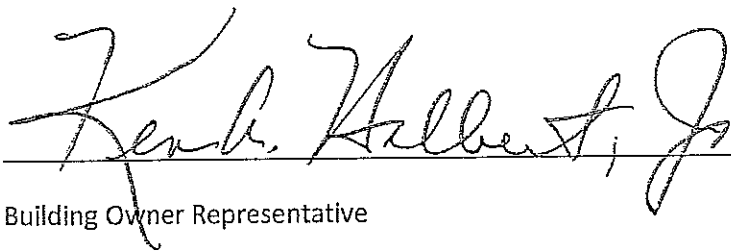
This agreement shall remain in effect for a term of two (2) years from the date of Purchaser's signature and shall renew automatically for one (1) year periods thereafter for a fee based on Boak & Sons' Preventative Maintenance Price Plan. This agreement may be terminated by either party at any time.

By signing below, I authorize Boak & Sons to begin a Roof Maintenance Program to include *Two (2) Inspections per Year* at the property/properties listed on contract.

Total Price for Two (2) Inspections Per Year: \$ 1,870.00

Contract Start Date: JUNE, 2013

Payment will consist of half the monies due after first inspection and the balance remaining due after final inspection.



Date: 6/30/15

Building Owner Representative

Ken A. Halbert, Jr. Superintendent

Printed Name & Title

Date: _____

Boak & Sons' Authorizing Signature



75 VICTORIA RD., YOUNGSTOWN, OH 44515 P: 330.793.5646 F: 330.793.8455 www.boakandsons.com

ROOF MAINTENANCE PLAN

The best Preventative Maintenance that one can do is perform semi-annual inspections to identify and solve problems as they arise. Roofs get more abuse from the elements than any other part of the building and preventative maintenance is the key element to providing a longer service life.

Boak & Sons will provide labor, materials and supervision to complete the inspections and the preventative maintenance repair work.

Boak & Sons agrees to perform roof inspections at the locations listed below for the amount set forth:

CUSTOMER NAME: McDonald Board Of Education

DATE: 6 / 23 / 15

ADDRESS: 600 Iowa St.

McDonald, Ohio 44437

PHONE: (330) 530-8051

FAX: (330) 530-7034

BUILDING NAME: McDonald High School

ADDRESS: 600 Iowa St. McDonald Ohio 44437

CONTACT PERSON: Gary Carkido PHONE: 330/530-8051 x 1



PREVENTATIVE ROOF MAINTENANCE PROCEDURES AND REPAIRS:

- Field technician to meet with building owner's representative to discuss any existing leaks, problems or changes in plant operations that would affect roof performance.
- Repair of leaks during service inspection, as directed by building owner's representative.
- Strip-in repairs of open seams on single-ply roofs.
- Coating of bare membrane with appropriate material.
- Redistribution of aggregate or ballast in areas caused by wind scour.
- Repair of blisters, splits and ridges on BUR and modified membrane surfaces.
- Inspection, sealing and securement of clamping ring and strainer on roof drains.
- Removal of debris from roof surface (nails, screws, metal scraps, etc.)
- Removal of debris and obstruction at drain, gutter and scupper locations.
- Refill pitch pockets.
- Inspect and adjust wood blocking under conduits and gas lines.
- Install 3 course membrane and cement repairs at open flashing laps and base flashings.
- Inspect expansion joint flashings, caps and bellows for watertight integrity.

REPORTING:

- Walk-over inspection after maintenance with owner's representative (if requested) to evaluate repairs completed.
- Written report to owner of any observed deficiencies that are beyond the scope of work that can be accomplished during routine maintenance.
- Photos of representative "before & after" repairs.
- Report to owner any damage to roof system that may have been caused by other trades or vandalism.

EXCLUSIONS:

- Routine roof management service repairs and inspections are limited to those areas and components that are accessible to service technician.
- Leaks that occur before or after the service inspection should be reported and repaired immediately. Charges for visits other than scheduled inspections are billable at current labor and material rates.
- An ongoing roof service program performed by qualified technicians is recommended by all major manufacturers of roof systems to extend roof service life and reduce leaks that may occur. Boak & Sons will provide the appropriate material and the best-qualified workmanship to perform these services, but cannot make any assurance regarding how long a roof system will last.



SCOPE OF SERVICES TO INCLUDE:

- VISUAL INSPECTION
- ROUTINE MAINTENANCE
- GENERAL HOUSEKEEPING

This agreement shall remain in effect for a term of two (2) years from the date of Purchaser's signature and shall renew automatically for one (1) year periods thereafter for a fee based on Boak & Sons' Preventative Maintenance Price Plan. This agreement may be terminated by either party at any time.

By signing below, I authorize Boak & Sons to begin a Roof Maintenance Program to include *Two (2) Inspections per Year* at the property/properties listed on contract.

Total Price for Two (2) Inspections Per Year: \$ 4,000.00

Contract Start Date: JUNE, 2013

Payment will consist of half the monies due after first inspection and the balance remaining due after final inspection.

Ken A. Halbert, Jr. Date: 6/30/15
Building Owner Representative

Ken A. Halbert, Jr. Superintendent

Printed Name & Title

Date: _____

Boak & Sons' Authorizing Signature

**Weathersfield Local School District
School Psychologist
Limited Contract
(Three Year Contract)**

This agreement made and entered into this 17th day of June, 2015 by and between the Board of Education of Weathersfield Local School District, Mineral Ridge, Ohio, party of the first part, hereinafter designated as employer, and Luke Bottorff of Cortland, Ohio, party of the second part, hereinafter designated as employee, witnesseth:

That employee, in consideration of the promises and the agreement of employer, herein promises and agrees to enter into the employment of employer for a period of three(3) years, the 2015-2016 and 2016-2017 and 2017-2018 school years, as School Psychologist to perform such duties in connection with such employment as may be assigned to him, to adhere to the employer's customary working hours for such position or employment, and to abide by and maintain the rules and regulations adopted by the said Board of Education for its government and the government of its employees and the pupils of the school district.

In consideration thereof, employer agrees to pay the employee the sum of \$56,182.00 for the 2015-2016 school year. And the sum of \$57,306.00 for the 2016-2017 school year. And the sum of \$58,452.00 for the 2017-2018 school year. 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 and is subject to all deductions that may be required or authorized by law.

It is mutually agreed by employer and employee that this agreement may be terminated by a majority vote of the employing Board of Education, if employee violates any regulation duly adopted and set forth by such Board; and that employee may, at his option, terminate this contract thirty days subsequent to his filing a written notice of such termination with the Treasurer of the employing Board of Education.

Benefits:

90% Board Coverage of the following:

Hospitalization

Prescription

100% Dental

100% Vision

4%STRS/SERS Pick-up

\$40,000 Term Life Insurance

IRS Mileage for School Business

Work Year of 198 Days


Severance Pay: In accordance with certificated contract

Longevity Steps based on Administrative Experience

3 Personal Days

1.25 Sick Days per Month

BY 
President

BY 
Treasurer

BY 
Superintendent

BY 
Employee

**QUARTERLY INVOICE FOR SCHOOL PSYCHOLOGIST
LUKE BOTTORF
FY2016**

Salary	\$56,182.00
WC/MED	1083.64
STRS	10,112.76
Insurance	14,404.44

Wages/Benefits	\$81,782.84
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40% Cost Billed To McDonald	\$32,713.14
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McDonald Schools to be invoiced quarterly at a rate of \$8,178.28

**

Weathersfield Local School District
Attention: Treasurer Office
1331 Seaborn Street.
Mineral Ridge, OH 44440

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).

Mr. Ken Halbert

June 5, 2015

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.

