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**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, MARCH 20, 2019 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, March 20, 2019, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:00 p.m. by President Saganich. Treasurer Megan Titus called the roll:

Members Present: Joseph Cappuzzello, Thomas Hannon, Jody Klase,
Wendy Higgins, John Saganich

“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. 19-51 Approve agenda for Regular Meeting of March 20, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-52 Approval of Board Minutes:

Regular Meeting – February 19, 2019

Mr. Cappuzzello moved and Mrs. Higgins seconded
Yeas: Cappuzzello, Higgins, Hannon, Klase, Saganich
Nays: Nays
President declared motion carried

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Res. 19-53 Approval of Board Minutes:

Special Meeting – March 7, 2019

Mr. Cappuzzello moved and Mrs. Higgins seconded
Yeas: Cappuzzello, Higgins, Hannon, Saganich
Abstain: Klase
Nays: None
President declared motion carried

Res. 19-54 Approval of Board Minutes:

Special Meeting – March 9, 2019

Mrs. Klase moved and Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Recognition of Visitors / Audience Participation:

Andrea Mason – Prep Bowl Advisor

Kaitlyn Helt – Leukemia and Lymphoma Society Students of the Year

John Meser – Soccer Program

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

New Business:

A. Finance Committee – Joseph Cappuzzello, Chairperson

Res. 19-55 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: February, 2019

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

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-56 DONATION

Resolution to accept a donation, from Matt Vukovic, in the amount of \$450 to be deposited into the golf account.

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-57 BUDGET COMMISSION/ACCEPTANCE OF AMOUNTS & RATES FOR FISCAL YEAR 2019-2020

Resolution to approve the Budget Commission/Acceptance of Amounts & Rates for fiscal year 2019-2020. (See Exhibit A)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

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Res. 19-58 NEW SOFTWARE AGREEMENT - eFinancePLUS

Resolution to approve a software agreement with PowerSchool Group LLC (eFinancePLUS) effective July 1, 2019 to provide financial modules, payroll modules and human resource modules. (See Exhibit B)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-59 THIRD PARTY ADMINISTRATION AGREEMENT - PlanConnect

Resolution to approve a third party administration agreement with PlanConnect to provide administrative, compliance and related services for the McDonald 403(b) Plan. (See Exhibit C)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

B. Personnel Committee – Jody Klase, Chairperson

Res. 19-60 RESIGNATION – ELEMENTARY DOMESTIC

Resolution to accept the resignation of Stephen Napolitano, as elementary four (4) hour domestic, effective May 31, 2019.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

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Mrs. Klase moved and Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-61 ELEMENTARY INTERVENTION

Resolution to approve the following certified personnel as tutors for the elementary reading and math after-school program for grades 1 through 6. The rate is \$20.50 per hour for 1 ½ hour sessions. Program to be paid through Title 1 funds.

Elaine Rupe
Staci Conley
Jeana Wert

Ryan Witkoski
Patricia Worrell

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-62 SUPPLEMENTAL CONTRACTS - 2018/2019

Resolution to hire the following personnel on supplemental contracts for the school year, pending certification and BCII/FBI background checks:

Mark Fabian – Boys Assistant Track Coach, \$2,179; and

Emily Dolsak – Volunteer Girls Junior High Track Coach, \$0.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich
Nays: None
President declared motion carried

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C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 19-63 OPEN ENROLLMENT 2019/2020

Resolution to adopt an open enrollment policy that permits enrollment of students from all other districts in accordance with existing policy.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-64 CONSULTING CONTRACT 2018-2019 SCHOOL YEAR

Resolution to approve a consulting agreement with Nutrition, Inc., whereas Nutrition, Inc. will provide a Supervisor whose role will be to review, provide oversight and offer advice for improving the food service department at a cost of \$1,500.00 per month plus the daily salary for the Nutrition Group director for the days he/she is working in or for the district, which is estimated to be a rate of \$243 per day, effective March 25, 2019. (See Exhibit D)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded
Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-65 POLICIES – SECOND READING

Resolution to approve the second reading of the following policies:

BCC QUALIFICATIONS AND DUTIES OF THE TREASURER

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DECA	ADMINISTRATION OF FEDERAL GRANT FUNDS
DH	BONDED EMPLOYEES AND OFFICERS
JED	STUDENT ABSENCES AND EXCUSES
JEE	STUDENT ATTENDANCE ACCOUNTING (MISSING AND ABSENT CHILDREN)
JFCK	USE OF ELECTRONIC COMMUNICATIONS EQUIPMENT BY STUDENTS
JGD	STUDENT SUSPENSION
JHG	REPORTING CHILD ABUSE AND MANDATORY TRAINING

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Higgins moved and Mr. Hannon seconded

Yeas: Higgins, Hannon, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

D. Buildings and Grounds Committee – Thomas Hannon, Chairperson

Res. 19-66 BOILER REPAIR

Resolution to approve the quote from Gardiner for the repair to the main boiler for McDonald High School, at a cost of \$39,985. (See Exhibit E)

Funding will come from the Permanent Improvement Fund 003 9015.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Higgins, Klase, Saganich

Nays: None

President declared motion carried

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Res. 19-67 BOILER REPAIR

Resolution to approve the quote from Gardiner for the installation of Filter Feeder for the main boiler for McDonald High School, at a cost of \$2,954. (See Exhibit F)

Funding will come from the Permanent Improvement Fund 003 9015.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Higgins, Klase, Saganich

Nays: None

President declared motion carried

Res. 19-68 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Higgins moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 8:42 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 a public employee or official:
 - 1. _____ Appointment
 - 2. X 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.

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- 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), as listed above.

Mrs. Higgins moved and Mrs. Klase seconded
Yeas: Higgins, Klase, Capuzzello, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-69 Adjourn Executive Session

Mr. Cappuzzello moved and Mrs. Higgins seconded to adjourn executive session and return to the Regular meeting at 9:36 p.m.

Yeas: Capuzzello, Higgins, Hannon, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-70 Adjournment

Mr. Cappuzzello moved and Mrs. Higgins seconded to adjourn the Regular meeting at 9:36 p.m.

Yeas: Cappuzzello, Higgins, Hannon, Klase, Saganich
Nays: None
President declared motion carried

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ATTEST:

Megan Z Titus
~~PRESIDENT~~ Treasurer

John M. [Signature]
~~TREASURER~~ President

MCDONALD BOARD OF EDUCATION

REGULAR BOARD MEETING

WEDNESDAY, MARCH 20, 2019 - 7:00 P.M.

MHS LIBRARY

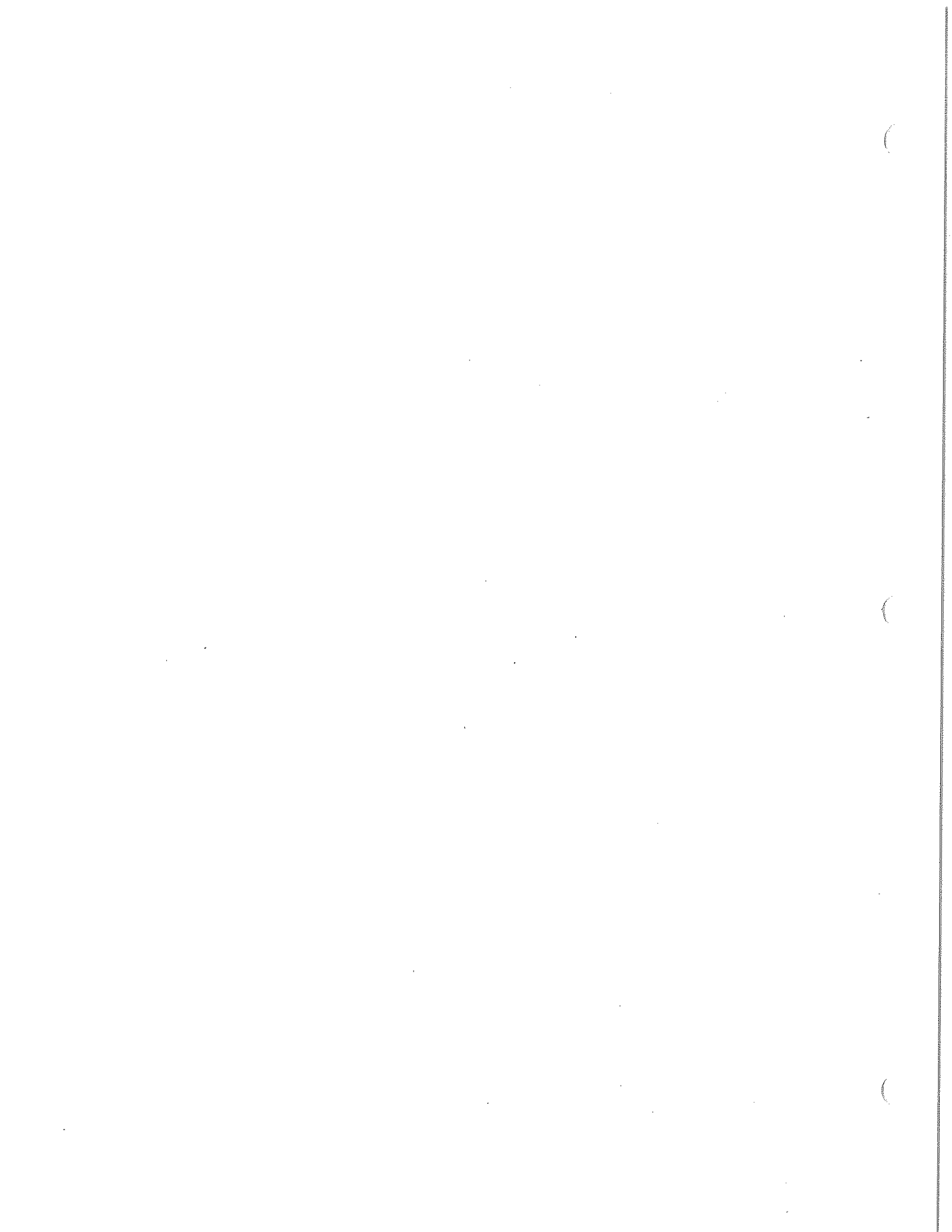
Visitors, please register.

1. John V. Meser
2. Angela Dickson
3. Michael L. Redmond
4. Heidi Redmond
5. Shiley Varner
6. Bill Varner
7. Tracey Eodens
8. Morgan Eolden
9. Nick Waldo
10. Matthew Meser
11. Stephanie Dickson
12. Michael Redmond
13. Kelli A. By
14. Valene L. Dmitrovich
15. ~~Thomas~~ T. DOMITROVICH
16. Michael Morris
17. Kaitlyn Helt
18. Sierra Hickox
19. Kim Varner
20. Susan Scheckelhoff
Bill Miller
Shelley Jaddock

Deb McCalpin
Cheyenne Harris
Carley Stitt
Candace Hettrich
Maddison Kutsch
Hannah Atencio

Dustin Edwards
Alyssa Strange
Joe & Angela Schaefer
Eri Roper
Joby Miller
Amy Miller

Patricia Smith
Rachel Bell
Pam Baker
Andrea Mason
Mica Shiley



MCDONALD LOCAL SCHOOL DISTRICT

Est. Value 52,624,880

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to Be Derived From Levies Outside 10M. Limitation	County Estimate Rate to be	Auditor's of Tax Levied
			Inside 10 M. Limit	Outside 10M. Limit
	Column I	Column II	Column III	Column IV
General Fund	268,387	926,104	5.10	36.80
Bond Retirement Funds		160,506		3.05
Permanent Improvement		226,287		4.30
Emergency Levy Fund		265,756		5.05
Emergency Levy Fund		205,237		3.90
Classroom Facilities Fund		22,802		0.50
Total	268,387	1,806,693	5.10	53.60

TOTAL MILLAGE 58.70

MARCH 2019

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND		Maximum Rate Authorized to be levied	County Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
General Fund:			
Current Expense Levy authorized by voters on Continuous	00/00/76	30.80	
Current Expense Levy authorized by voters on Continuous	11/04/80	6.00	
Special Levy Funds:			
Levy authorized by voters on Emergency Levy- Not to exceed 5 years	11/08/16	5.05	
Levy authorized by voters on Permanent Improvement- Not to exceed 5 years	11/04/14	4.30	
Levy authorized by voters on Emergency Levy- Not to exceed 5 years	05/08/18	3.90	
Levy authorized by voters on Bond Levy- Not to exceed 23 years	11/02/99	3.05	
Levy authorized by voters on Classroom Facilities Levy- Not to exceed 23 years	11/02/99	0.50	

POWERSCHOOL END-USER AGREEMENT

BETWEEN

PowerSchool Group LLC
a corporation with a business address at:

3 West Broad Street, Suite 1
Bethlehem, PA 18018
Phone #: (610) 691-3616
Fax #: (610) 691-1031

("PowerSchool")

AND

Participating Entity Name: McDonald Local Schools
Participating Entity Address: 600 Iowa Avenue
City, State, Zip: McDonald, OH 44437
Phone#: 330-530-8051
Fax#: 330-530-7041

("End-User")

PowerSchool Group LLC

BY: Megan Q Titus
PRINT NAME: Megan Q. Titus
PRINT TITLE: Treasurer / CFO
DATE SIGNED: 3/21/19

BY: _____
PRINT NAME: Mark Oldemeyer
PRINT TITLE: Chief Financial Officer
DATE SIGNED: _____

This End-user Agreement (this "Agreement") is made between PowerSchool and End-User as of the Execution Date. Throughout this Agreement, PowerSchool is referred to as "We," "Us" and "Our"; and End-User is referred to as "Client", "You" and "Your."

Background

We have granted Management Council of the Ohio Education Computer Network ("MCOECN") the right to grant sublicenses to use certain software listed on Exhibit A hereto ("Software") which MCOECN will host You and other schools and educational service entities and information technology centers in the State of Ohio in accordance with the terms and conditions of that certain Master Software, Maintenance and Services Agreement dated May 6, 2016 between MCOECN and PowerSchool (the "License Agreement").

In order for You to be authorized to use the Software, PowerSchool requires that you agree to certain terms and conditions surrounding the use of such Software.

Accordingly, You and We agree as follows:

1. DEFINITIONS.

"Component System" means all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements, derivative works and enhancements to and all Intellectual Property Rights for that Component System.

"Confidential Information" means Your information that You maintain as "confidential," or Our Confidential Information that We maintain as "Confidential." For example, Our Confidential Information includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Your Confidential Information includes student and employee records and data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; provided however that notwithstanding (i) – (iii), any personally identifiable information shall always be Confidential Information.

"Discloser" means You, when You provide Your Confidential Information to Us; or Us, when We provide Our Confidential Information to You.

"Execution Date" For this Agreement, the Execution Date is the latest date shown on the signature page of this Agreement.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Personnel" means: (i) Your employees with a need to know; and (ii) third party consultants that You have engaged and who have a need to know who You maintain agreements with that contain confidentiality obligations no less stringent than the confidentiality obligations under this Agreement, provided that any third party consultant (including an entity providing outsourcing or hosting services) that is a competitor of PowerSchool or its affiliates, shall not be considered Personnel without PowerSchool's prior written consent and an executed non-disclosure agreement that has been approved by PowerSchool.

"Recipient" means You, when receiving Our Confidential Information; or Us, when receiving Your Confidential Information.

"Software" refers to those Component Systems in the aggregate that We have licensed to MCOECN for use by You.

2. AUTHORIZATION TO USE: MCOECN, as licensee and sublicensor, and PowerSchool, as licensor, have authorized You to use the Software within the State of Ohio for Your own non-commercial computing operations.

3. PAYMENT. The parties acknowledge that MCOECN shall collect and End-User or the applicable Information Technology Center ("ITC") shall pay to MCOECN, and not PowerSchool, such fees resulting from End-User's use of the Software or any Consulting Services provided by PowerSchool.

4. RESTRICTIONS ON USE OF THE SOFTWARE. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any of the Software. You are also prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. You may not allow the Software to be used by, or disclose all or any part of the Software to, any person except Your Personnel; however, You can allow use of the input and/or output visual displays of or from the Software by third parties on a "need to know" basis, as You reasonably determine. You may not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining Our prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

Intellectual Property Rights Notices. You may not remove or alter any of the Intellectual Property Rights notice(s) embedded in or that We otherwise include with the Software.

5. CONFIDENTIAL INFORMATION. Except as required under law and otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, other than MCOECN or the Recipient's ITC, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The non-disclosure and non-use obligations that this

Agreement imposes on You and on Us will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item; However, Your obligations to maintain both the Software and any software provided with the Software as confidential will survive until that Software no longer qualifies as "Confidential Information" under this Agreement.

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF POWERSCHOOL.

(i) POWERSCHOOL'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LICENSE FEE THAT THE MCOECN HAS ACTUALLY PAID TO POWERSCHOOL FOR YOUR USE OF THE SOFTWARE.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE THAT WE HAVE ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7. CONSULTING SERVICES.

(a) As contemplated under the License Agreement, PowerSchool will provide Consulting Services to You as set forth in Exhibit B hereto, provided that You meet the requirements of the End-User as set forth in Exhibit B. You agree to participate in all Services set forth in Exhibit B hereto by the deadline specified in the applicable project plan.

(b) We promise that we will render all services to You in a professional and workmanlike manner.

(c) For Consulting Services, We and MCOECN have developed a project plan outline that identifies each party's responsibilities for such services and establishes the overall project direction. The project plan will describe in detail the scope of services that We will provide. We will consider deviations from Our project plan outline at Our sole discretion. If You are part of an implementation Wave, MCOECN and PowerSchool will finalize the project plan to describe the tentative schedule and you will manage Your project personnel team accordingly. We and You will finalize the project plan to describe the tentative schedule and You will assign and manage Your project personnel team. You must assign a project manager who will assume responsibility for management of the project. While We are providing You with services, You must provide Us with access to Your facilities and equipment as necessary, and must additionally provide Us with the support that is reasonably necessary in order for Us to fulfill Our obligations in connection with the services.

8. TERM AND TERMINATION.

(a) Term. The Term of the Agreement shall begin on the Execution Date and continue until the earlier of (i) the termination of License Agreement, (ii) the termination of the Order Form or (iii) pursuant to Section 8(b) immediately below.

(b) Right of Termination. Both You and We have the right to suspend any services or terminate this Agreement if the other party breaches a material provision of this Agreement. For the avoidance of doubt, failure of End-User to pay applicable fees to MCOECN when due shall constitute a material breach of this Agreement. The aggrieved party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the aggrieved party must give the other party notice, and that notice must provide a reasonably detailed description of the events that constitute breach of this Agreement. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the aggrieved party. If the event or condition giving rise to the right of termination is not cured within that period, this

Agreement will automatically be deemed terminated at the end of that period.

(c) Upon the termination of this Agreement by either party, Your right to receive the Consulting Services and to use the Software terminates.

(d) Survival of Obligations. The provisions of Sections 1, 3, 4, 5, 6 and 8(c) will survive termination of this Agreement.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement; for instance, Your use of applicable Software after the termination of this Agreement is a violation of this Agreement, and further, may subject You to additional claims under applicable law, including without limitation claims for violation of Our copyright interest in and to the Software.

9. FORCE MAJEURE. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. ASSIGNMENT. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of You, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Our assignment of this Agreement or of any of Our rights under this Agreement to Our successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Our assignment of this Agreement to any person or entity to which We transfer any of Our rights in the Software.

11. NO WAIVER. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such

rights or to enforce any other or any subsequent breach.

12. CHOICE OF LAW; SEVERABILITY. This Agreement will be governed by and construed under the laws of the State of Ohio. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

EXHIBIT A TO END USER AGREEMENT- SUBLICENSED SOFTWARE

Software: eFinancePLUS	
Included Financials Modules:	Component System
Accounts Payable	√
Budgeting	√
Central Receipting	√
Fixed Assets	√
Fixed Assets Communicator	√
General Ledger	√
Miscellaneous billing	√
Personnel Budgeting	√
Project Accounting	√
PunchOut	√
Purchasing	√
Purchasing Card Interface	√
Regulatory Reporting	√
Schools Interoperability Framework SIF Agent	*
Vendor Access Center	[FULL ONLY]
Vendor Bidding	[FULL ONLY]
Warehouse Inventory	[FULL ONLY]
Included Human Resources and Payroll Modules:	
Attendance	√
Employee Access Center	√
Employee Benefits	√
Payroll	√
Personnel	√
Recruitment	√

Regulatory Reporting	√
Salary Projections	√
Position Control	[FULL ONLY]
Professional Development	[FULL ONLY]
Included Tools:	
Cognos Reporting	√
Notifications	√
Workflow	√
Employee App	[FULL ONLY]

* The Schools Interoperability Framework SIF Agent shall be part of the base bundle for state reporting purposes only. The full bundle will include the Schools Interoperability Framework SIF Agent for any purpose, including state reporting. PowerSchool reserves the right to replace this application in the event a more advanced application becomes the industry standard.

**EXHIBIT B TO END USER AGREEMENT – END-USER RESPONSIBILITIES FOR
INDIVIDUAL DISTRICT PARTICIPATION****

- a. General.** PowerSchool will utilize its proprietary project management methodologies in providing users with services in connection with the implementation, configuration and usage of the Software. PowerSchool will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that PowerSchool will provide, which shall, at a minimum, include Ohio specific training plan template and tools, Ohio specific training agendas, Ohio specific training handouts and supplements, Ohio and ITC eLearning, Ohio and ITC Seminar Series, Configuration and setup plans, Conversion Toolkit, and Train the trainer education and certifications. PowerSchool will establish the overall project direction, provided that End-user will assign and manage the End-user's project personnel team. The project plan will be defined by PowerSchool and be based on our best practices which will be followed by all Participating Entities. Any deviation from those best practices will be considered at our sole discretion.
- b. End-user Project Position Descriptions.** To facilitate PowerSchool's ability to provide End-user with Services in connection with the implementation and deployment of the Software, End-user must assume certain roles and responsibilities under the project plan. Those responsibilities include designating End-user personnel to serve in but not be limited to each of the positions outlined below:

Role/Position	Sample Description of Responsibilities
Executive Steering Committee	Provide End-user staff and facilities; make decisions on policy changes; final End-user escalation point for project issues.
Project Sponsor	Approve material changes in the project plan; advise Project Managers on resolution of project issues; report project progress to Executive Steering Committee.
End-user Project Manager	Supervise End-user Project Team; fulfill End-user project deliverables; coordinate End-user staff per project plan; work with PowerSchool Project Manager to project manage detailed project activities.
Project Team Leads (Application)	Coordinate with the End-user Project Manager in communications and issue resolution; make recommendations to the Project Manager concerning any policy or implementation issues; configure Software based on consulting provided by PowerSchool; Identify end users to attend training; create end-user training documentation; deliver end-user training classes; provide support to the user community in the post production timeframe.

Project Team Leads (Technical)	Provide converted data to PowerSchool; provide data conversion specifications; provide workflow specifications and assist PowerSchool technical leads with setting up workflows test converted data, workflows and reports for compliance with specifications; set up security profiles.
Functional Experts (SME's)	Support Project Team Leads and Project Manager.

c. **Project Escalation Procedures.** Issues will arise from time-to-time throughout the course of the project. In order for challenging issues to be addressed in a timely fashion, End-user and PowerSchool will utilize the following communication and escalation procedure:

- i. Communications regarding the project will be directed to PowerSchool's Project Manager and the End-user's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls will be maintained between the Project Coordinator and the End-user's Project Team (including the End-user's Project Manager).
- ii. All issues or concerns will be discussed actively and openly between PowerSchool's Project Team and the End-user's Project Team.
- iii. If issues begin to interfere with the progression of the implementation project, the End-user and/or PowerSchool should escalate challenges to PowerSchool management as needed.

**For Wave-based implementations, these End-User Responsibilities will be provided in whole or in part by the sponsoring ITC or other eligible entity.

Participation Agreement – Exhibit 1

ITC:	NorthEast Ohio Management Information Network	Enrollment:	613
End User:	McDonald Local SD	Bundle Choice:	Full
Wave Implementation Date:	July 1, 2019	Category:	A

Payment Obligations:

	Total	Deposit	Invoice 2
Implementation Fee	\$0.00	\$0.00	\$0.00
Year-One Use Fee:	\$7,552.16	\$1,888.04	\$5,664.12

	Per Year	Per Quarter
Year-Two Use Fee:	\$2,065.81	\$516.45



403(b) PROGRAM TPA SERVICES AGREEMENT

THIS HOLD HARMLESS AND TPA SERVICES AGREEMENT ("Agreement") is entered into between McDonald Local Schools, the employer and plan sponsor (the "Client"), and PlanConnect, an affiliate of AXA Financial Services ("PlanConnect").

WHEREAS, the Client has adopted the PLAN McDonald Local Schools for its eligible employees, and wishes to appoint Plan Connect to perform certain non-discretionary plan administration, plan compliance and related services for the Plan; and

WHEREAS, PlanConnect has agreed to provide such services in accordance with the provisions in this Agreement.

NOW, THEREFORE, the Client and PlanConnect agree as follows:

Section 1.0: Responsibilities of PlanConnect

PlanConnect will provide the following administrative, compliance and related services for the Plan:

1.1 Plan Documents. Upon request by Client, PlanConnect will provide a 403(b) Plan Document. As part of its plan document services PlanConnect will provide updates, amendments and restatements of the Plan Document and accompanying forms to Client.

1.2 Approved Investment Providers and Investment Products. Client will provide PlanConnect with a list of approved investment providers under the Plan ("Investment Providers") who will offer investment products that comply with § 403(b) of the Code and the regulations thereunder, including separate annuity contracts that satisfy the requirements of § 403(b)(1) of the Code and/or separate custodial accounts for mutual fund shares or pooled funds that satisfy the requirements of § 403(b)(7) of the Code ("Investment Products"). PlanConnect will list the Investment Providers and Investment Products on the Schedule of Investment Providers and Investment Products attached to the Adoption Agreement for the Plan and present the Schedule and any updates to Client for approval and execution. Each Investment Provider must enter into a written agreement with PlanConnect in a form acceptable to PlanConnect to cooperate with PlanConnect in the administration of the Plan and provision of services under this Agreement, including providing 403 (b) qualified products, sharing information, and following Plan procedures established hereunder for loans and distributions.

1.3 Investment Allocations. Plan Participants will direct actual plan investment allocations between available investment products offered by the Investment Providers under rules provided by the Plan. The allocation of participant contributions shall be in accordance with the salary reduction or other agreement of the Participant with the Client, which shall be provided to PlanConnect and shall be promptly updated as such agreement changes.

1.4 Connect²Remit[®] Services. PlanConnect will provide **Connect²Remit** (Common Remitting Services). Client will forward the aggregate contributions and loan repayments (if applicable) for each payroll period to the specified bank account (the "Account") per instructions provided by PlanConnect. PlanConnect may change the Account upon reasonable advance written notice to Client. Client will forward to PlanConnect data relating to participant allocations at least three (3) days before the forwarding of contributions and any loan repayments to the Account. PlanConnect will calculate Plan participants' allocation of contributions and loan repayments for each payroll period among the Plan's authorized investment providers and authorized investment products in the amounts and proportions directed by Plan Participants (and the Client for any default investments, where appropriate). The Client authorizes PlanConnect, upon receipt of allocation instructions and the funds into the Account, to

PlanConnect

disburse contributions and loan repayments from the Account to the Investment Providers by ACH or wire in accordance with such allocation instructions. PlanConnect will complete fund transfers and furnish allocation instructions to investment providers within three (3) days of an accurate fund deposit and reconciled data relating to participant allocations. Earnings on the Contribution Account will be applied to bank charges incurred to maintain the Account as provided hereunder.

PlanConnect will provide to Client Internet access to summary data on its remittance activities and will assist the Client in reconciliation of remittances on such periodic basis as PlanConnect and the Client shall agree, with at least annual electronic reports. If allocation and remittances are made in error, PlanConnect may reverse those erroneous transactions, provided that the reversal complies with applicable laws, rules and regulations. The Client will be responsible for any market loss associated with any adjustment due to Client error and PlanConnect will be responsible for any market loss associated with any adjustment due to PlanConnect's error.

Client will be responsible for any market loss associated with any adjustment due to non-sufficient funds, including but not limited to stop payments and account closures, which are remitted. If PlanConnect has remitted the funds to the Investment Providers, the Client must repay PlanConnect for the non-sufficient funds through a wire transfer within twenty-four hours of being notified.

In addition to remittances for the Plan, with the prior consent of PlanConnect, the Client may make remittances for other Client benefit programs, including other retirement programs, through the same process as set forth in the preceding paragraphs. Remittances will only be made upon timely provision of data and contributions deposited under procedures applicable to Plan remittances above.

1.5 Contribution limits testing. PlanConnect will monitor participant contributions to the Plan, *subject to the terms of the Plan, to ensure that they satisfy the following individual contribution limits:*

- (a) The annual limit on salary deferral contributions under Code § 402(g).
- (b) The 15 years of service additional catch-up salary deferral contribution limit under Code § 402(g)(7).
- (c) The age 50 and greater additional catch-up salary deferral contribution limit Under Code § 414(v).
- (d) The total annual additional contributions made to the Plan (including salary deferral contributions plus employer contributions, if any) for a participant under Code § 415 (c).

Contribution limit testing will be conducted using data provided by the Client, the Participant and other interested parties. All limits will be conducted on a calendar plan year basis. If excess contributions are detected the Client and the Participant will be notified. The Participant may, by March 1 of the following year, notify PlanConnect of the investment product from which the excess contribution and any applicable income will be distributed. If no direction is received from the Participant, the Client may so direct corrective distributions. PlanConnect will provide corrective distribution information to the applicable Investment Provider. PlanConnect shall not be responsible for compliance with corrective distribution instructions given to any provider. Although certain plans must be combined for testing purposes, PlanConnect shall only test plans for which it maintains or receives participant contributions and compensation data from the Client.

1.6 Exchanges. If the Plan, permits exchanges of plan assets between investment providers, such exchanges may be completed directly between the providers. To enforce this limitation for exchanges between products offered by investment providers, all such plan exchanges must be initiated by the Participant requesting the exchange and approved by PlanConnect. PlanConnect will only approve exchanges between products offered by investment providers designated by the plan.

PlanConnect

1.7 Transfers In/Out. If the Plan permits, transfers of assets to or from another 403b plan, such transfers must be initiated by the Participant using forms provided or procedures established by PlanConnect and remitted to PlanConnect by the employee or the Client. PlanConnect will only complete transfers between Investment Products listed at the time of the transfer request on the Plan Vendor Attachment. Similarly, PlanConnect will review and approve transfers out of or into the Plan to or from other Plans that comply with applicable regulations.

1.8 Participant loans. If loans are permitted under the Plan, PlanConnect will approve all Participant loans, assuring compliance with the limits on loans of Section 72(p) of the Code based on information on outstanding loans provided by the Participant and the Investment Providers. Loans will be payable by either direct payment to the Investment Provider or by an automated payment mechanism, such as EFT payments or payroll deductions. For loans repaid by payroll deduction, loan payments shall be remitted through PlanConnect. The Investment Providers from whom the loan is requested shall be responsible for the generation of checks for new loans, the recordkeeping of interest and principal payments, and the generation and submission of all information returns and other reports required by the Code and regulations relating to such loans.

1.9 Hardship distributions. If allowed under the Plan, in order to assure that the hardship provisions of the Plan, including deferral suspension for six months, are followed, all hardship distributions will be approved by PlanConnect. PlanConnect shall approve the need for hardship distributions based on the certified representations of the Participant. The Investment Provider will be responsible for all tax compliance on the distributions, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations, relating to such distributions. Upon approval and subsequent processing by the Investment Provider, of a hardship distribution, PlanConnect shall notify the Client to suspend deferral contributions for a period of six months.

1.10 Other Distributions. PlanConnect will generally approve all other benefit payments and withdrawals from the Plan, based on date of birth and employment severance information provided by the Client. PlanConnect will also notify Participants when required minimum distributions are due and will calculate the amount of distributions due at the request of the Participant, using information provided by the Participant or Investment Providers on December 31 account values. Although Investment Providers will generally agree to make a benefit distribution only with the approval of PlanConnect, they will be authorized to make required minimum distributions without prior approval when necessary. The Investment Provider will be responsible for all tax compliance on the distributions, including the provision of required tax forms and notices, withholding and submission of mandatory federal taxes and the generation and submission of all information returns and other reports required by the Code and regulations, relating to such benefit payments and withdrawals.

1.11 Employee Communications Materials. PlanConnect will provide sample Participant documentation for Client to provide to Plan Participants, which will include basic information about Plan features and participation procedures. The Participant documentation will also provide any required notice to Participants of their Eligibility to make Elective Deferral Contributions to the Plan. PlanConnect will also provide Plan communication materials suitable for Plan enrollments and periodic Participant communications. The Client and its counsel, if desired, should review these materials to ensure that they are in compliance with the particular administrative practices of the Client. Although the Client may modify the communication materials, PlanConnect will not be responsible for any Client changes.

1.12 Technical Assistance and Consulting Services. Technical and consulting services are available for the Client upon request for the Plan and other retirement programs maintained by the Client at the fees provided in the Fee Schedule A attached for extraordinary services. PlanConnect has employee

PlanConnect

benefits representatives available to assist staff members with day-to-day plan administrative and compliance issues and DRO (Domestic Relations Order) review. Staff members are available as consultants to assist the Client with plan amendments, determining the effect of any new legislation on the Plan, DROs and other Plan related issues. The Client may be charged hourly fees for any extraordinary services performed by consultants in accordance with the Fee Schedule A. PlanConnect is not able to provide legal services to the Client. Client should obtain its own legal counsel.

1.13 Other Assistance. PlanConnect may agree in writing to provide additional non-discretionary services as may be reasonably requested by the Client to assist it in the administration of the Plan at the hourly fees for these extraordinary services provided in the Fee Schedule A.

1.14 Basic Service Enhancements. PlanConnect will provide to the Client any future service enhancements that PlanConnect makes available in its basic package of 403(b) administrative and compliance services it offers to new and existing Clients comparable to the Client. Although any modification in the basic duties of PlanConnect as set forth in the Agreement must be reflected in an amendment to that Agreement or 60 days advance written notice from PlanConnect, the manner of providing these services described in this Agreement may change through supplemental written processing procedures provided by PlanConnect, by announcement of enhancements by PlanConnect and acceptance of the enhancements by Client (or failure to object by termination of this Agreement), or by any other clearly established course of dealing between PlanConnect and the Client.

1.15 Web Site. PlanConnect will maintain a Plan web site that will make participant account information available via information provided to PlanConnect by the Client and Investment Providers.

Section 2.0: Responsibilities of Client

The duties described below will remain the responsibility of the Client:

2.1 Eligibility for Plan. The Client represents to PlanConnect that it has determined that it is eligible to adopt and sponsor a plan described in § 403(b) of the Code for its employees. The Client assumes all responsibility and liability for making such determinations.

2.2 Plan Document. If a Plan Document is requested by the Client, the Client will review, with its counsel or other advisors as it may wish to obtain, Plan Documents provided by PlanConnect, and will complete and execute the Adoption Agreement and such other supplemental documents, amendments, restatements, and supplemental schedules as may be reasonably requested by PlanConnect to establish and maintain the Plan. The Client will provide copies of signed documents to PlanConnect upon request. The Client acknowledges that it is solely responsible for any changes it makes to plan documents without the approval of PlanConnect. Client acknowledges that documents are provided under a license limited to the term of this Agreement. Upon the termination of this Agreement, Client will promptly cease using all plan related documents provided under this Agreement and PlanConnect shall have no responsibility to maintain, amend, or update the Plan. Notwithstanding the foregoing, if AXA is an approved provider for ongoing contributions and new participant enrollments, Client may continue to use the Plan Document upon AXA's approval.

2.3 Plan Availability. The Client will make the Plan available to all employees eligible under the rules set out in § 403 (b) of the Code and relevant regulations. The Client will at least annually provide each eligible employee with a written meaningful notice and notice of the opportunity to participate in the elective deferral portion of the 403(b) program in accordance with § 403(b) of the Code and regulations thereunder. The Client may request that PlanConnect assist with these notices.

PlanConnect

2.4 Plan Investment Providers. The Client will approve one or more investment providers ("Investment Providers") who will offer investment products that comply with § 403(b) of the Code and the regulations thereunder, including separate annuity contracts that satisfy the requirements of § 403(b)(1) of the Code and/or separate custodial accounts for mutual fund shares or pooled funds that satisfy the requirements of § 403(b)(7) of the Code ("Investment Products"). Client will require each approved Investment Provider to execute an agreement acceptable to PlanConnect to (a) cooperate with PlanConnect in the administration of the Plan, including cooperation in distributing excess deferrals and contributions, in extending plan loans and distributions, and in returning contributions remitted in error, (b) share information with PlanConnect necessary to administer the Plan, and (c) provide hold harmless agreements acceptable to Client and PlanConnect promising to indemnify them for the consequences of providing disqualified investment products or disqualifying administrative services, for its errors in operating its investment funds under the terms of the Plan, and for providing inaccurate or untimely information to PlanConnect.

2.5. Employee, Participant and Plan Data. The Client will provide data on Participant elective deferral contributions, and the division of elective deferrals between Pre-tax (Traditional) Deferrals and Roth Deferrals (if Roth Deferrals are allowed), Participant investment directions on salary reduction agreements (or other applicable investment direction), Client contributions, addresses and accounts for remittances to other Investment Providers, Participant compensation, any other contributions, loan payments (if applicable) and the dates of Participant severance from employment. Also, the Client will provide Participant dates of birth, addresses, Social Security Numbers, date of hire, vesting information (if applicable) and will provide and verify information upon the request of PlanConnect on eligibility to participate in the Plan and such other information as PlanConnect may reasonably request for the administration of the Plan.

Although some of this data may be provided by a prior administrative services provider or payroll vendor who may ultimately be responsible, the Client is responsible for the accuracy, timeliness and completeness of all of this data. Data will be provided in electronic format acceptable to PlanConnect, unless otherwise agreed to by PlanConnect. Should the Client fail to deliver (or cause to be delivered) accurate information on a timely basis to PlanConnect, PlanConnect will not be responsible for meeting regulatory deadlines or other compliance requirements and the Client will be responsible for any resulting fines, penalties or corrective actions.

2.6 Contributions. The Client (directly or through a third-party payroll vendor) will withhold participant elective contributions and remit such contributions and other contributions provided under the Plan to PlanConnect on a timely basis as established by regulatory authorities from time to time. PlanConnect will not be responsible for monitoring the timeliness of such contributions and any payroll errors. The Client will also withhold and remit to PlanConnect payments on any participant loan that is payable by payroll deduction, if any, to the extent the participant receives current employee compensation from the Client and the Client or payroll vendor is notified about the amount and timing of loan payments. PlanConnect cannot accept contributions on behalf of a Participant until it has received completed investment allocation information from the Participant or the Client. Although PlanConnect will generally accept contributions for remittance to all Investment Providers approved by Client under the Plan, PlanConnect cannot accept contributions for providers that refuse to cooperate with PlanConnect in the administration of the Plan.

PlanConnect

2.7 Authorized Representatives. Client will designate at least one individual to serve as a primary contact for the Client, and at least one individual to serve as a backup contact. The authorized representatives for the Client are:

Primary - Megan Titus

Secondary - Kevin O'Connell

Authorized Payroll Administrator (if applicable):

Primary - Pam Streb

Secondary - _____

Unless the authority of these individuals is expressly limited by the Client in writing, PlanConnect shall be entitled to rely on the authority of these individuals to act for the Client, to rely on any information or authorizations provided by such individuals, and to receive any Plan or participant information and Plan reports or notices. PlanConnect will similarly designate primary and backup contacts, but notes that only individuals who are designated as Assistant Vice President or higher are authorized to execute contracts or amendments for PlanConnect.

2.8 Other Retained Duties. The Client specifically agrees that it has retained or assigned to Investment Providers or other third parties the duties of: (a) determining the employees eligible to participate in the Plan, (b) obtaining and retaining beneficiary designations for death benefits under the Plan and determining the recipients of any death benefits, (c) filing regulatory reports not mentioned above, (d) retaining an auditor for the Plan to provide audit reports, if required or desired, (e) providing any copies of plan documents to Plan participants and beneficiaries upon request, (f) interpreting the Plan, (g) making discretionary decisions about Plan administration, (h) establishing claims review procedures and conducting a review of claims filed or appeals, (i) establishing other internal administrative procedures and forms, (j) adopting plan amendments provided by PlanConnect that are necessary to maintain qualification of the Plan, (k) conducting any other administrative activity not referred to above. PlanConnect will assist with these activities upon reasonable request. PlanConnect may charge hourly fees for any extraordinary assistance or additional services in accordance with the Fee Schedule A.

Section 3.0 Miscellaneous

3.1 Termination. Client or PlanConnect may terminate this Agreement at any time, upon sixty (60) days prior written notice to the other party. PlanConnect agrees to deliver to Client or its designee, all records reasonably necessary for the continuing operation of the Plan in the standard PlanConnect format at the hourly fees established for extraordinary services in the Fee Schedule A. Should any other formats be required, additional fees at hourly rates will be charged. Any termination will be revocation of PlanConnect license to the Client's use of PlanConnect Plan documents and other administrative forms.

3.2 Fees, Payment, Other Revenue. PlanConnect will charge fees for its services in accordance with the Fee Schedule A attached to this Agreement, and will bill these fees to the Client as Plan sponsor, to be paid by the Client, by Investment Providers, out of Plan contributions or assets as provided in the Fee Schedule A, or as specifically instructed by the Client in writing. If the Client agrees to pay the fees, but either (a) does not do so within 60 days from the date of the Fee Invoice, or (b) the Client instructs PlanConnect to pay the fees from Plan contributions and PlanConnect accepts such instructions, the fees will be paid out of contributions and, if necessary, allocated to participant accounts.

PlanConnect

If the Client has agreed to pay the annual administration costs, then the following shall apply: On the first day of each plan quarter, PlanConnect will submit to the Plan Sponsor a statement of fees for services performed during the previous quarter. In the event of non-payment when due, for any amount payable for services rendered or interest applied, PlanConnect shall discontinue all services for all Plans of the Plan Sponsor and shall institute any necessary action to collect such amount from the Plan Sponsor. The Plan Sponsor will pay all expenses of PlanConnect, including any out-of-pocket costs and reasonable attorney's fees incurred by PlanConnect in the collection of such outstanding balance.

If the Client has instructed PlanConnect to charge the Investment Providers for the fees, according to the participants' accounts held by each such Investment Providers, then PlanConnect will submit to each Investment Provider a statement of fees on a quarterly basis similar to the above process.

The Fee Schedule A shall remain in effect in the amounts described in Fee Schedule A for a term of one plan year in which PlanConnect is providing administrative services. Thereafter, any changes to the fee agreement will be supplied to the Client 60 days prior to the effective date of the changes.

3.3 Hold Harmless Agreement and Indemnity. PlanConnect and the Client agree that they will each be responsible for the prompt and complete performance of the services each has agreed to provide under this Agreement, as set forth above. In addition to these undertakings, the parties assume the following responsibilities:

- (a) **Hold Harmless Agreement of PlanConnect:** PlanConnect shall indemnify and hold harmless the Client, any member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made due to the negligence of PlanConnect or failure of PlanConnect to meet the requirements of this Agreement, which shall include any tax liability or statutory penalty directly resulting from errors in the calculation of excess contributions, issuance of excess loans, or acceptance of funds into the Plan that do not meet the requirements of IRS regulations. PlanConnect, however, shall not be liable for any claim, demand, or suit (i) arising out of or attributable to the willful misconduct or negligence of, or erroneous information provided by, the Client or an Investment Provider, or any officer, employee, former employee, agent, or representative, or member of the governing board of the Client or an Investment Provider, or (ii) arising out of or attributable to the Client's failure to comply with any written notification from PlanConnect advising the Client to take corrective action with respect to a Plan transaction, policy, or procedure that does not comply with the requirements of this Agreement or the Code and regulations. PlanConnect, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against the Client, members of the governing board, and employees based on any claim, demand or suits covered by this indemnification. Any settlement or judgment rendered against the Client, any member of the governing board, or employees related to this indemnification shall be satisfied by PlanConnect, provided that the Client notifies PlanConnect, in writing, within ten (10) business days of receipt of such claim or demand. PlanConnect's liability thereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

It is understood and agreed that the Plan Sponsor is solely responsible for compliance of the Client's Plan, including, but not limited to the reporting and disclosure requirements, as required by the Internal Revenue Service, and if applicable the U. S. Department of Labor and other governmental organizations and the services provided by PlanConnect are considered non-fiduciary ancillary services only. The Client understands that PlanConnect has no discretionary authority or control with respect to the Plan, its assets or the administration of the Plan and that the liability of PlanConnect shall be limited to the specific provisions of this

PlanConnect

contract. The Plan Sponsor agrees to indemnify and hold PlanConnect harmless for any claims or demand made against PlanConnect except due to PlanConnect's gross negligence or willful misconduct. The obligation of PlanConnect is limited to assisting with preparation of required forms and reports. PlanConnect shall not be responsible for the timely filing of or information contained in any forms or for any advice as to the types of forms required to be filed.

Upon receipt of any reports, confirmation of plan activity or written communication from PlanConnect, the Client, Plan Sponsor and or Plan Participants must notify PlanConnect in writing of any inaccuracies or errors in such reports within thirty (30) days from the receipt of such reports. At the end of the 30-day period, the information reported to the Client and or Participant shall be considered correct and PlanConnect will not be responsible for any correction, loss or cost reported to PlanConnect after the expiration of the thirty (30) day period. The Client acknowledges that any liability for damages hereunder, including any corrective action described in this Agreement shall be limited to the annual record-keeping fees paid by the Client to PlanConnect for the year in which the error occurred. Except as specifically required under state or local laws, any action brought against PlanConnect under this Agreement must be filed within one year after the error occurred.

PlanConnect will maintain errors and omissions, fidelity, and general corporate liability insurance and agrees to provide proof of such coverage upon the Client's request annually.

- (b) Other Providers: If the services provided by PlanConnect under this Agreement were previously provided by the Client or a third party, the Client agrees that PlanConnect shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for tax sheltered accounts under § 403(b) of the Code, other applicable law, or the prior Plan. PlanConnect is also not responsible for the accuracy and completeness of participant and payroll data provided by the Client or any third party provider. Client agrees that PlanConnect and its affiliates and employees will be indemnified by any responsible third parties from any claim asserted against any of them for any of these reasons, and will further be indemnified from any cost and expense they incur, including reasonable attorneys fees, due to the assertion of such a claim, or by the Client if not adequately indemnified by third parties. Nothing herein will prevent the assertion of any claim directly against any third party by PlanConnect or the Client.

3.4 Plan Sponsor Website Authorization. If the Client elects to use the Plan Sponsor website provided by PlanConnect, an authorized representative of the Client must complete Schedule B (Plan Sponsor Authorization for View and Update Privileges) of this Agreement. By signing the Plan Sponsor Authorization for View and Update Privileges, the Client is authorizing PlanConnect to give the user(s) listed in Schedule B access to the Plan Sponsor website. PlanConnect may, without injury, act only on the instructions of any persons(s) purporting to be an Authorized User as named herein, and PlanConnect shall not be liable for any claims, expenses (including legal fees) or losses resulting from having acted upon any instruction reasonably believed to be properly authorized and genuine.

This authorization will remain in force until PlanConnect is notified in writing by an authorized representative of the Client of any Plan Sponsor website authority changes.

PlanConnect

3.5 Notices. Notices or other communications under this Agreement shall be hand delivered, mailed by first class mail, postage prepaid or via an overnight mail service (such as Federal Express), addressed as follows, or as changed by notice:

a) To: PlanConnect:
Attn.: President
100 Madison Street
Syracuse, NY 13202

b) To Client:

McDonald Board of Education Attn: Megan Titus
600 Iowa Avenue
McDonald, OH 44437

3.6 Entire Agreement; Supplements and Amendments. This Agreement generally constitutes the entire agreement between the parties, merging all prior discussions. It may be modified by written side agreements executed by all parties along with this Agreement. It may be further supplemented, but not modified, by PlanConnect from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Agreement may be amended at any time, but only by written agreement signed by the parties.

3.7 Assignment. Some or all of the rights and duties of PlanConnect hereunder may be assigned to an affiliate of PlanConnect, or to any successor through merger, reorganization, or sale of assets. Some or all of the duties of PlanConnect may also be performed by others under subcontract to PlanConnect without the release of PlanConnect for responsibility for such services. PlanConnect may, by letter or other writing, agree to extend this Agreement to any other plan of the Client or plans sponsored by affiliates of the Client. Otherwise, no party may assign this Agreement nor any rights or duties hereunder without the written consent of the other party.

3.8 Governing Law. Except to the extent governed by federal law, this Agreement shall be governed by and constructed according to the Laws of the State of New York.

PlanConnect

FEE SCHEDULE A

We require a letter of intent to be executed within 60 days from the date of this agreement. Any agreement received executed after this time period will be subject to the current fee schedule published at that time.

For services rendered under this Agreement, PlanConnect® is entitled to receive payment of the fees described below, based on services requested under the Agreement, and shall apply fees to the persons or entities designated in the "Who is Responsible for Paying Fees?" section below. If no option is selected in that section, fees will be billed to the Plan Sponsor.

INITIAL FEES:

DESCRIPTION OF SERVICE	FEE
One-time Plan Takeover Fee	Waived
Investment Provider Set-up Fee <ul style="list-style-type: none"> • Includes set-up of present vendors 	Waived
Non-ERISA Plan Document Review and Plan Design <ul style="list-style-type: none"> • If AXA is an approved provider for this plan, fee is waived 	*Waived

*Plan Document fees are waived, when AXA Equitable is an approved provider and the plan design aligns with the standard Plan language provided.

ANNUAL FEES:

DESCRIPTION OF SERVICE	FEE
Annual Fee	Waived
NON-ERISA Plan Document Management <ul style="list-style-type: none"> • If AXA is an approved provider for this plan, fee is waived 	*Waived

*Plan Document fees are waived, when AXA Equitable is an approved provider and the plan design aligns with the standard Plan language provided.

PER PARTICIPANT FEES:

DESCRIPTION OF SERVICE	FEE
Per Participant Fee <ul style="list-style-type: none"> • Applicable for all plan participants 	\$2.00 per month/\$24.00 per year

Standard fees include processing of plan contributions, compliance with IRC section 403(b), 457(b), 402(g), 415, 401(a) (4), 410(b) and any other applicable federal or state regulation required to maintain plan compliance, collection and maintenance of plan participant data, standard compliance and information reporting, Investment Provider records and communicating any detected compliance errors to the Plan Sponsor.

PlanConnect

HOURLY AND OPTIONAL FEES (billed only if specifically requested in writing by the Plan Sponsor):

DESCRIPTION OF SERVICE	FEE
Past Plan Documentation Updates for pre-January 1, 2009 Compliance	\$200.00/hour
Plan Document Amendments <ul style="list-style-type: none"> • Employer requested 	Waived
Additional Payroll Processing <ul style="list-style-type: none"> • In excess of 52 pay periods in a calendar year or • Submitted to PlanConnect in non-standard electronic format 	\$50.00/payroll \$50.00/payroll
Report Mailing to Plan Participants <ul style="list-style-type: none"> • Per enrollment package, mailed directly to plan participant's address of record • Supplemental material to be mailed directly to plan participant's address of record 	\$4.00 per package \$2.00 per participant plus additional postage (as required)
Extraordinary services, calculations, projections and research <ul style="list-style-type: none"> • Date entry due to data received by PlanConnect that requires manual entry • Contribution and earned income calculations • Paraprofessional and professional services (account reconciliation, balancing takeover accounts, consulting, legal services, non-standard plan testing and analysis) 	\$100.00/hour \$140.00/hour \$180.00/hour
Other extraordinary services rendered as requested by Plan Sponsor or due to failure of Plan Sponsor to perform its duties under the Agreement	\$80.00/hour
Travel expenses, additional reports, copies, special delivery services or other out-of-pocket extraordinary expenses requested by the Plan Sponsor	At cost

PlanConnect

WHO IS RESPONSIBLE FOR PAYING FEE?		
Plan Sponsor	Investment Provider	Fee Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Per Participant Fee

Fees shall be paid for those active and inactive Plan Participants whose account balances are invested in the Investment Providers investment options. Fees can be paid by Plan Sponsor, Investment Providers, or any combination thereof.

If fees are being paid by the Investment Providers, the Investment Providers shall pay fees for those active an inactive Plan Participants who maintain an account that is invested in the Investment Provider's investment option. All fees shall be invoiced on a monthly basis and paid in arrears within thirty (30) days of receipt of an invoice.

If the Plan Sponsor is responsible for paying the per participant fee, the Plan Sponsor shall be invoiced on a quarterly basis and such fees shall be paid within 30 days of the receipt of the invoice. PlanConnect shall bill and receive fees in arrears.

PlanConnect

PLAN SPONSOR AUTHORIZATION FOR VIEW AND UPDATE PRIVILEGES SCHEDULE A

McDonald Local Schools

34-6001745

Employer/Plan Name

EIN

For each of the individuals listed below, indicate the Access Level for our plan sponsor website:

Level 1 - View employee information only
Level 2 - View/update payroll information

Level 3 - View/update payroll information; view employee information
Level 4 - View and update payroll and employee information

PLAN ACCESS AUTHORIZATION AND LEVELS

1	Name <u>Megan Titus</u>		Email <u>titum@mcDonald.k12.oh.us</u>	
	Phone No. <u>330-530-8051 ext. 1005</u>		Title <u>Treasurer / CFO</u>	
	Access Level (see above) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4		Authority to grant and remove security access: <input checked="" type="checkbox"/>	Receive payroll change notifications/reports: <input checked="" type="checkbox"/>
2	Name <u>Pamela Streb</u>		Email <u>strep@mcDonald.k12.oh.us</u>	
	Phone No. <u>330-530-8051 ext. 1004</u>		Title <u>Central Office Assistant</u>	
	Access Level (see above) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4		Authority to grant and remove security access: <input type="checkbox"/>	Receive payroll change notifications/reports: <input checked="" type="checkbox"/>
3	Name <u>Kevin O'Connell</u>		Email <u>Oconk@mcDonald.k12.oh.us</u>	
	Phone No. <u>330-530-8051 ext. 1003</u>		Title <u>Superintendent</u>	
	Access Level (see above) <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		Authority to grant and remove security access: <input checked="" type="checkbox"/>	Receive payroll change notifications/reports: <input type="checkbox"/>

FORWARDING INSTRUCTIONS, AUTHORIZATION AND SIGNATURE

Express Mail: PlanConnect 100 Madison St. Syracuse, NY 13202	Regular Mail: PlanConnect PO Box 4940 Syracuse, NY 13202	Fax: (800) 657-2826	Phone and Website: (800) 923-6669 M- F 9AM - 5PM ET www.planconnect.com
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I grant the above individuals access to the plan sponsor website, for plan participant and plan sponsor records, at the security levels indicated. This authorization will remain in force until PlanConnect is notified in writing by an authorized representative of the Client of any website authority changes. I acknowledge and agree that PlanConnect shall not be held liable for any claims, expenses (including legal fees) or losses resulting from having acted upon any instruction reasonably believed to be properly authorized and genuine.

Megan Titus
 Authorized Signature of Plan Sponsor
Megan Q. Titus Treasurer / CFO
 Print Name and Title

3/2/19
 Date

PlanConnect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authorized Client representatives effective as of:

CLIENT

By: Megan 2 Titus

Title: Treasurer / CFO
(Authorized Client Representative)

Date: March 21, 2019

PlanConnect

By: _____

Title: _____
(PlanConnect Authorized Officer)

Date: _____, 20____

CONSULTANT CONTRACT 2019

This agreement made and entered into in March 2019 thru June 2019 between Nutrition, Inc., having its principal place of business situated at 580 Wendel Road, Suite 100, Irwin, PA 15642, and McDonald Local School District, having its principal place of business situated at 600 Iowa Avenue McDonald, OH 44437. Nutrition, Inc. will bill the McDonald Local School District a monthly rate of \$1500 plus the daily salary for the TNG director for the days he/she is working in or for the district. The McDonald Local School District will be expected to make payment to Nutrition, Inc. within 20 business days upon receipt of invoice.

Nutrition, Inc.'s Management Team will provide oversight for the food service program at the McDonald Local School District. Nutrition, Inc.'s role will be to review, oversee and offer advice for improving the food service program administration. McDonald Local School District shall indemnify and hold harmless Nutrition, Inc., its agents and its employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the sale of food products, other operations, workers compensation, employment tax withholdings, benefits or any employment related claims made by McDonald Local School District, or its agents on the premises.

McDonald Local School District agrees and understands that a considerable amount of time, effort and finances have been utilized and expended by Nutrition, Inc. in the hiring, training and retention of its Employees, specifically its Directors. McDonald Local School District shall not during the term of this Agreement and for a period of three (3) years thereafter, hire, solicit to, or retain in any manner, whether directly or indirectly the services of any management employees of Nutrition, Inc. without the express written consent of the other party. McDonald Local School District further agrees that a violation of this covenant will cause irreparable harm to Nutrition, Inc. This contract can be reviewed, renewed or cancelled with mutual consent from both parties.

McDonald Local School District

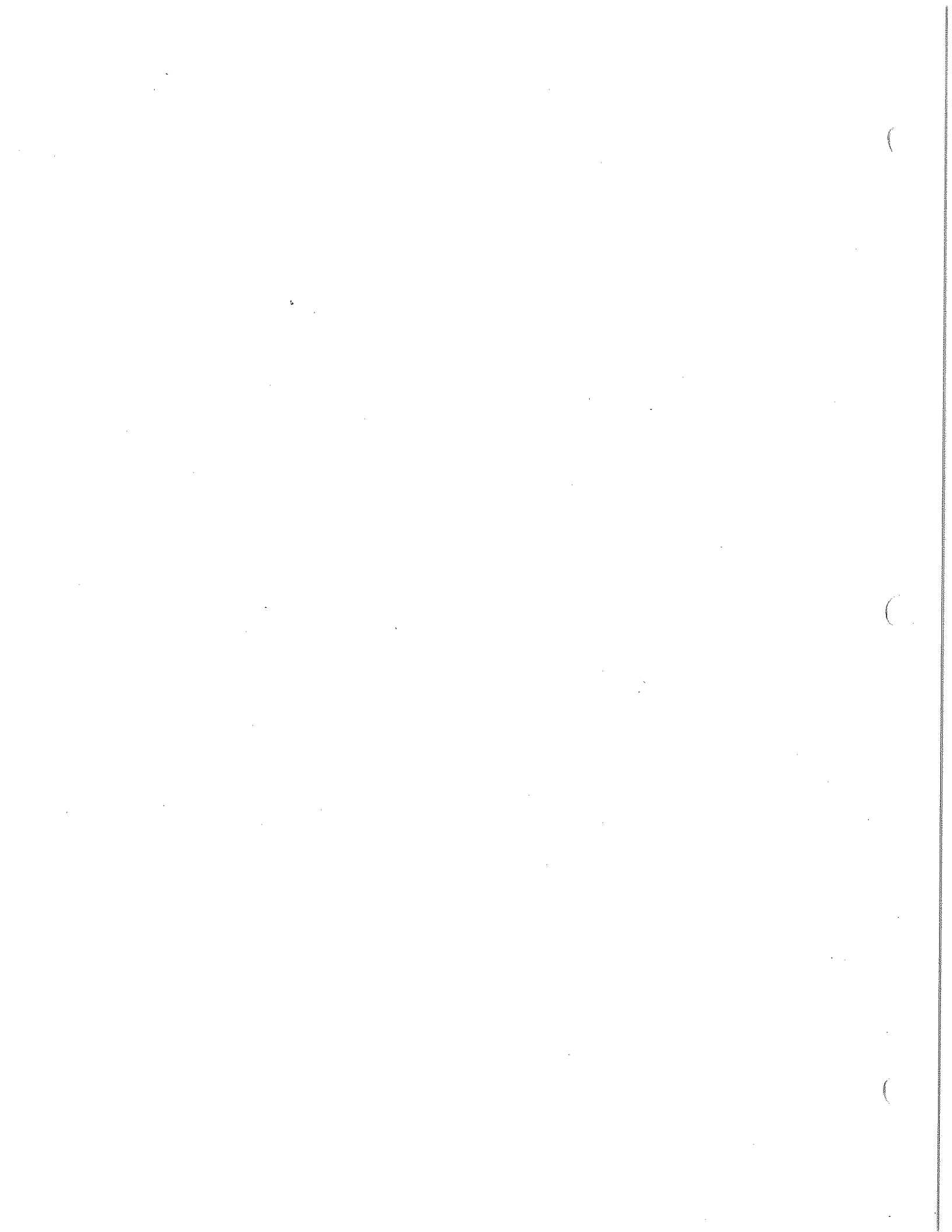
Nutrition, Inc.

McDonald Local Authorized Signature

Date

Nutrition, Inc. Authorized Signature

Date





31200 Bainbridge Road
Solon, Ohio 44139
Tel: (440) 349-5588
Fax: (440) 3493585
www.WHGardiner.com

PROPOSAL

Date: March 14, 2019
To: **McDonald High School**
600 Iowa Avenue
McDonald, Ohio 44437

RE: New Tubes

Scope of Work:

- Remove all tubes from boiler
- Install all new inner and all new outer tubes for boiler
- Install new gaskets and other miscellaneous nuts and bolts
- Return boiler back to proper operation and start up to verify boiler is running properly
- 1 year parts and labor warranty

Total Price.....**\$39,985.00**

- Notes:
1. Above price does not include any applicable taxes.
 2. Any services not listed are not included
 3. 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.
 4. Work to be performed during normal business hours (Monday – Friday, 8:00 am to 4:30 pm)

Thank you,

Jeff Covert
Account Manager

Proposal accepted: _____
 Authorized by: J. Covert
 Title: Superintendent
 Purchase Order No: 41445
 Date: 3-21-2019

Standard Contract Terms and Conditions

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

Payment Terms. Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due.

Asbestos and Hazardous Materials. Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

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.

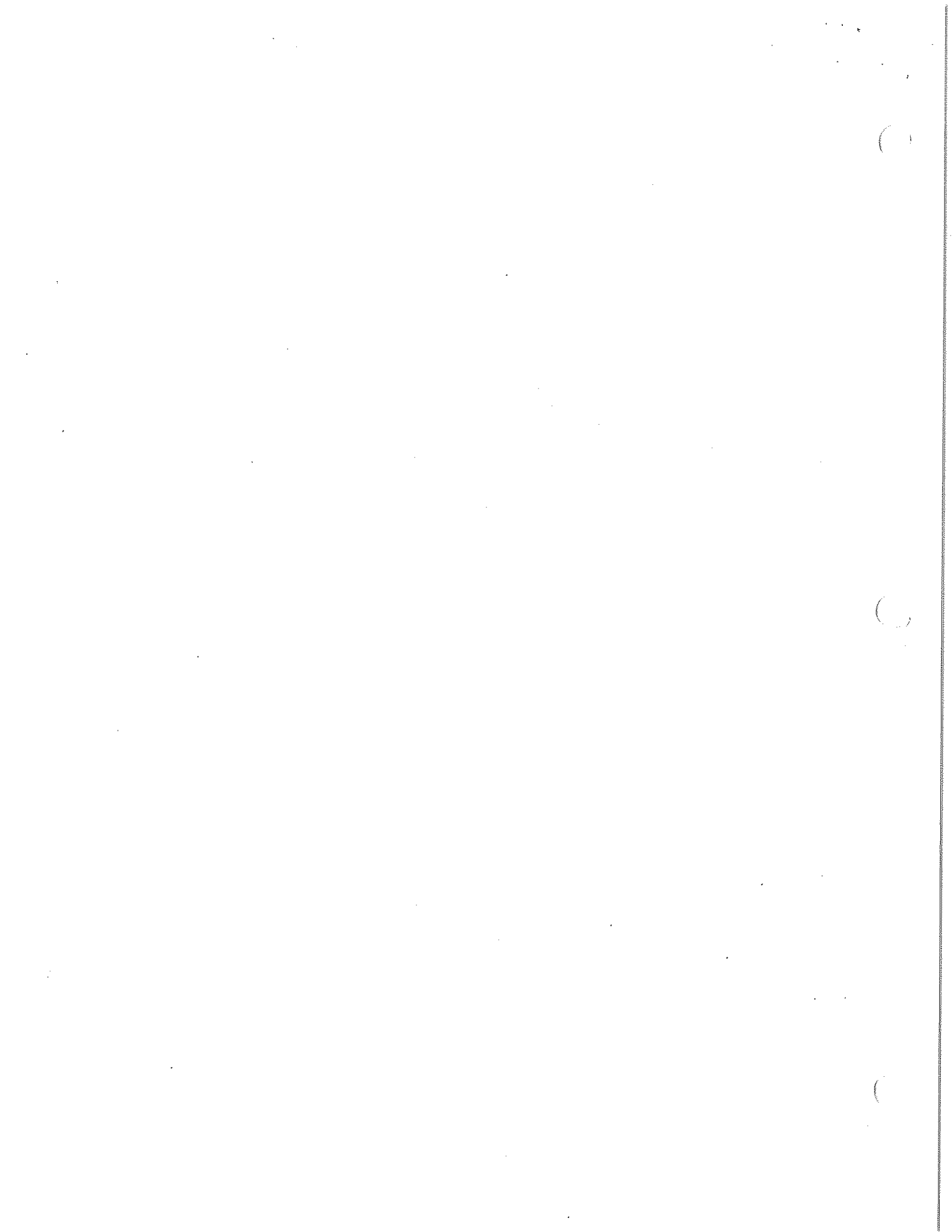
Indemnification. Gardiner and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury 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.

Warranty. Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of 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 PARAGRAPH 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 GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

Limitation of Liability. All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, 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 OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

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. All discoveries shall be completed within (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.

Entire Agreement. These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, 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.





March 12, 2019

GSC Quote # 3640 Revised

Mr. Gary Cardiko
McDonald Local Schools
High School
600 Iowa Street
McDonald, Ohio 44437

**SUBJECT: HIGH SCHOOL HEATING LOOP
FILTRATION ADDITION TO REMOVE SEDIMENT DUE TO SYSTEM LEAKAGE**

Dear Mr. Cardiko,

The customer hereby agrees to purchase the following material from the Gardiner Service Company:

<u>Quantity</u>	<u>Description</u>
One (1)	Installation of FTF-5 DB Filter Feeder to include: In/ Out pressure gauges 12 Filter bags All valves, piping and fittings Pro Press, Schedule 80 Copper Training

Price to complete the above.....\$2,954.00

The above price is based on above work noted. Any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and does include sales and/or use taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

Note: This price includes provisions for safety under standard industry & Gardiner 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 that we can ensure that our proposal fully meets your requirements.

If this quotation meets with your approval, please sign the **Proposal accepted** authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Sincerely,

Brian Riegel
Water Treatment
Business Development

Proposal Accepted:

Authorized by:

Title:

Superintendent

Date:

3-21-19

PO #:

41444

Standard Contract Terms and Conditions

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

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Indemnification. 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.

Warranty. Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of 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 PARAGRAPH 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 GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

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