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**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, AUGUST 16, 2023 - 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Wednesday, August 16, 2023, at 6:00 p.m., in the McDonald High School Library, and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 6:00 p.m. by President John Saganich. Treasurer Megan Titus called the roll:

Members Present: Joseph Cappuzzello, Jody Klase, Jessica Krumpak
Donna Shields, 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. 23-141 Approve agenda for Regular Meeting of August 16, 2023

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

Res. 23-142 Approval of Board Minutes:

Regular Meeting – June 27, 2023

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

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Recognition of Visitors / Audience Participation - None

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

New Business:

A. Program/Policy Committee – Jessica Krumpak, Chairperson

Res. 23-143 POLICIES – FIRST READING

Resolution to approve the first reading of the following policies to revise, add, remove, rescind, or other:

EHA-R	DATA AND RECORDS RETENTION
BDDG	MINUTES
JED	STUDENT ABSENCES AND EXCUSES
EHA	DISTRICT RECORDS COMMISSION, RECORDS RETENTION AND DISPOSAL
IGCH (ALSO LEC)	COLLEGE CREDIT PLUS
IGCH-R (ALSO LEC-R)	COLLEGE CREDIT PLUS

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

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

Res. 23-144 OSBA DELEGATES – 2023 OSBA ANNUAL BUSINESS MEETING

Resolution to appoint Jody Klase as delegate and Donna Shields as alternate delegate for the 2023 OSBA Annual Business Meeting to be held on November 13, 2023.

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

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

Res. 23-145 FEDERAL LUNCH PROGRAM

Resolution to approve participation in the Federal Lunch Program for the 2023-2024 school year.

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

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

B. Finance Committee – Jody Klase, Chairperson

Res. 23-146 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Reports: June and July, 2023
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.

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

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Res. 23-147 DONATIONS

Resolution to accept the following donations:

DONOR	AMOUNT	FUND	PURPOSE
Wolford's Rolloff Inc.	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Brian and Judith Fedyski	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
212 Chiropractic LLC	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Mike and Tammy Candel	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
McDonald Education Association	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Steven Kochemba	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
DONOR	AMOUNT	FUND	PURPOSE
Lori Srock	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
W.I. Miller and Sons	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
A&M Towing	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Ellwood Engineered Castings Co	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Louis and Laura Domitrovich	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Richard and Bonnie Thompson	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Corey Vukovic	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Thomas Vukovic	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Keith and Patrice Simmons	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Doug Flere	\$150	200-9088	Hole Sponsor for Father/Son Golf Outing.
Gustavus Federated Church	\$370	200-9088	Hole Sponsor for Father/Son Golf Outing.
Sam's Club	\$170.42	200-9088	Donation of water, hamburgers, and hot dogs for Father/Son Golf Outing.
Jason Reckard State Farm Insurance	\$250	200-9990	National Honor Society Sponsor.
McDonald Dairy Queen	\$50	300-9971	Volleyball sponsor.
Gutter Clear LLC	\$100	300-9971	Volleyball sponsor.
Gault Heating & Cooling (Joe and Dyana Polis and Family)	\$200	300-9971	Volleyball sponsor.
A to Z Dependable Services	\$100	300-9971	Volleyball sponsor.
All The Way Drain	\$30	300-9971	Volleyball sponsor.
Wolford's Rolloff Inc.	\$100	300-9971	Volleyball sponsor.
Amen Corner	\$100	300-9972	Cheer team golf outing sponsor.
KG Boardman LLC	\$650	300-9972	Cheer team golf outing sponsor.
Embrace Chiropractic	\$100	300-9972	Cheer team golf outing sponsor.
J.M. Verostko, Inc.	\$650	300-9972	Cheer team golf outing sponsor.
Todd and Pamela Newhart	\$100	300-9972	Cheer team golf outing sponsor.

Warbucks Excavation LLC	\$650	300-9972	Cheer team golf outing sponsor.
Hannon & Associates Financial	\$200	300-9972	Cheer team golf outing sponsor.
A and M Towing	\$650	300-9972	Cheer team golf outing sponsor.
Barry Dyngles LLC	\$100	300-9972	Cheer team golf outing sponsor.
Greenwood Chevrolet	\$200	300-9972	Cheer team golf outing sponsor.
The Bokan Family	\$100	300-9972	Cheer team golf outing sponsor.
The Learning Tree	\$200	300-9972	Cheer team golf outing sponsor.
Scott and Erica Fleming	\$100	300-9972	Cheer team golf outing sponsor.
The Carkido Family	\$100	300-9972	Cheer team golf outing sponsor.
Fairytale Journeys by Sarah Evinsky	\$650	300-9972	Cheer team golf outing sponsor.
D.A. Terreri & Sons Construction	\$100	300-9972	Cheer team golf outing sponsor.
Livesay Photography	\$100	300-9972	Cheer team golf outing sponsor.
Wolfords Rolloff LLC	\$650	300-9972	Cheer team golf outing sponsor.
My Vision Centers Youngstown LLC	\$200	300-9972	Cheer team golf outing sponsor.
Edge Nail Studio LLC	\$100	300-9972	Cheer team golf outing sponsor.
Valley Premier Real Estates Solutions	\$650	300-9972	Cheer team golf outing sponsor.
Todd D Flere DDS Inc	\$100	300-9972	Cheer team golf outing sponsor.
DONOR	AMOUNT	FUND	PURPOSE
Lazy Goat Timing	\$100	300-9972	Cheer team golf outing sponsor.
Mark Ainsley Heating & Cooling	\$650	300-9972	Cheer team golf outing sponsor.
Penn West Roofing and Repair	\$100	300-9972	Cheer team golf outing sponsor.
Advance Technology Partners LLC	\$300	300-9972	Cheer team golf outing sponsor.
Avanaire Design LLC	\$100	300-9972	Cheer team golf outing sponsor.
Pharma GenLabs	\$200	300-9972	Cheer team golf outing sponsor.
HOF Roofing	\$300	300-9972	Cheer team golf outing sponsor.
Woodlands Senior Care Center	\$100	300-9972	Cheer team golf outing sponsor.
Ricchiuti Photography	\$200	300-9972	Cheer team golf outing sponsor.
Leon Evans III and Jenna Evans	\$3,000	007-9016	Donation for the Florence A Evans Scholarship.
Basketball Booster Organization	\$683.23	300-9005	Donation of remaining balance held by separate Basketball Booster Organization – ½ of total donation amount allocated to Boys Basketball Fund 300-9005 (\$484.14 cash and \$199.09 in-kind donation of Yeti cooler and other tangible items).
Basketball Booster Organization	\$683.23	300-9204	Donation of remaining balance held by separate Basketball Booster Organization – ½ of total donation amount allocated to Girls Basketball Fund 300-9005 (\$484.15 cash and \$199.08 in-kind donation of Yeti cooler and other tangible items).

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

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

Res. 23-148 TRUMBULL COUNTY EDUCATIONAL SERVICE CENTER

Resolution to approve a contract for services for fiscal year 2024 between the Trumbull County Educational Service Center and McDonald Local School District in the annual amount of \$686,821. (See Exhibit A)

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

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

Res. 23-149 USE OF STADIUM FACILITIES

Resolution to approve the McDonald Little Blue Devils to use the high school football stadium field (grass field) for the 2023 season practices at no cost, and to approve the use of the high school football stadium (turf field) for the 2023 season games on August 6th and 13th, September 17th and 24th, and October 29th, at no cost per game.

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

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

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Res. 23-150 RATES FOR WORKERS AT FALL SPORTING EVENTS

Resolution to approve the attached rates for all workers during fall sporting events (Football, Volleyball, and Cross-County Events). (See Exhibit B)

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

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Krumpak, Shields, Saganich

Nays: None

President declared motion carried

Res. 23-151 PARENTAL CONTRACT – TRANSPORTATION

WHEREAS, the students of the parent identified below have been determined to be residents of this school district, and eligible for transportation services for the 2023-2024 school year; and

WHEREAS, after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for the students to the students' selected school; and

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

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

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

RESOLVED, that the McDonald Local Board of Education hereby approves the declaration of impractical to transport for the identified students, and offering the parent of the identified

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students payment in lieu of transportation at an amount of \$596.43 per student (maximum amount allowable is \$1,192.87).

<u>PARENT OF STUDENT</u>	<u>SCHOOL SELECTED</u>	<u>GRADE</u>
Karissa Collins	Summit Academy Warren Elementary	5
Matthew Ciminero	Victory Christian	2

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

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Krumpak, Shields, Saganich

Nays: None

President declared motion carried

Res. 23-152 CAMPUS PATROL

Resolution to pay John O'Neill, McDonald Police Officer, at the rate of \$27.50 per hour for campus patrol for the McDonald Local School District for all student days in the 2023-2024 school year.

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

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Krumpak, Shields, Saganich

Nays: None

President declared motion carried

Res. 23-153 RECORD RETENTION – SCANNING QUOTE

Resolution to approve the quote from SC Strategic Solutions in the amount of \$29,257.20, which is an estimate for the scanning and record retention of student records for multiple years (approximately 325,080 images to be scanned).

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

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

Res. 23-154 ODE FEDERAL GRANT FUNDING APPLICATION AND BUDGETS FY2024

Resolution to approve the following federal grant funding applications and budgets for the 2023-2024 school year:

FUNDING APPLICATION	AWARD AMOUNT
Title I-A	\$ 109,231.06
Title II-A	\$ 15,345.96
Title IV-A	\$ 10,000.00
IDEA-B Special Education	\$ 169,280.57
IDEA Early Childhood Special Education	\$ 2,638.09
Stronger Connections Grant	\$ 5,000.00

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

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

C. Personnel Committee – Donna Shields, Chairperson

Res. 23-155 DOMESTIC – FOUR (4) HOUR POSITION

Resolution to approve a one (1) year limited contract for Hayden Mason, as a four (4) hour domestic, for the 2023-2024 school year, effective August 1, 2023, pending BCII and FBI background checks. The contract will be based on the Domestic Day column, step 0 (260 days), of the OAPSE negotiated agreement.

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

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

Res. 23-156 LICENSED PARA PROFESSIONAL

Resolution to approve a one (1) year limited contract for Teri Cardiero, as a Licensed Para Professional, for the 2023-2024 school year, pending BCII and FBI background checks. The contract will be based on the Licensed Para Pro column, step 15 (189 days), of the OAPSE negotiated agreement.

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

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

Res. 23-157 SUPPLEMENTAL RESIGNATION

Resolution to accept the supplemental resignation of Nick Gallo, as Junior High Football Coach, effective June 27, 2023.

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

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

Res. 23-158 ADDITIONAL COACHING SUPPLEMENTAL POSITIONS FOR THE
2023/2024 SCHOOL YEAR

Resolution to approve the following new coaching supplemental positions for the 2023-2024 school year only, based on the approved Memorandum of Understanding between the McDonald Local School District Board of Education and the McDonald Education Association:

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Freshman Volleyball Assistant Coach
Varsity Golf Assistant Coach
Competition Cheer Coach

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

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

Res. 23-159 SUPPLEMENTAL CONTRACTS 2023/2024

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2023/2024, pending BCII and FBI background checks, as well as ODE Pupil Activity Permit:

Ryan Lee – Jr. High Football Coach	\$3,287.00
Jenna Sajnovsky – 7 th Grade Volleyball Coach	\$3,287.00
Brooklyn Bokan – Volunteer Jr. High Cheerleading Coach	\$-0-
Zavier Bokan – Volunteer Golf Coach	\$-0-
Gabrielle Harbison – Volunteer Freshman Volleyball Coach	\$-0-
Sean Schmidt – Volunteer Football Coach	\$-0-

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

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

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Res. 23-160 CLASSIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to approve Andrew Cupan as substitute custodian and/or domestic, on a one (1) year limited contract for the 2022-2023 and 2023-2024 school years, pending BCII and FBI background checks.

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

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

Res. 23-161 ELEMENTARY TITLE 1 TUTORS

Resolution to hire the following personnel on a one (1) year limited contract, as Elementary Title 1 Tutors, for the 2023-2024 school year, pending BCII and FBI background checks. The rate of pay will be \$20.00 per hour, not to exceed 28.75 hours per week.

Rosa Houston Marianne Knight Ashley Palmer

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

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

Res. 23-162 CLASSIFIED SUBSTITUTES – 2023/2024

Resolution to approve the attached list as Classified Substitutes, pending BCII & FBI background checks, for McDonald Local Schools for the 2023-2024 school year. (See Exhibit C)

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

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

Res. 23-163 EMERGENCY BUS DRIVERS 2023/2024 SCHOOL YEAR

Resolution to approve and employ substitute bus drivers when the Superintendent deems it to be an emergency situation for the 2023/2024 school year only. The substitute bus drivers will only be employed from a Trumbull County school district. The driver's current BCII and FBI background checks will be obtained from their regular employer (i.e., the Trumbull County school district). The hourly rate of pay for these substitute bus drivers will be their regular hourly pay rate based on the collective bargaining agreement with their full-time school district of employment.

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

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

D. Buildings and Grounds Committee – Joseph Cappuzzello, Chairperson

Res. 23-164 WATER TREATMENT PROGRAM RENEWAL

Resolution to approve the renewal of the PureResults Water Treatment Program (#C005213) with Gardiner for McDonald High School and Roosevelt Elementary School. The agreement is for one (1) year from October 1, 2023 through September 30, 2024, at a total cost of \$2,294 per year, payable in quarterly amounts of \$573.50. (See Exhibit D)

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

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

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Res. 23-165 ANNUAL FIRE SAFETY INSPECTIONS AGREEMENT (MULTI-YEAR)

Resolution to approve a three (3) year agreement with Grunau Company, Inc. to complete the District's annual fire safety inspections, for the school years of 2023 to 2025, at a total cost of \$11,100 (or \$3,700 per year). (See Exhibit E)

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich

Nays: None

President declared motion carried

Res. 23-166 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Klase moved and Mr. Cappuzzello seconded, that the McDonald Local Board of Education go into Executive Session at 6:59 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. _____ 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.

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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 School District 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) **A7, and D**, as listed above.

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

Res. 23-167 ADJOURN EXECUTIVE SESSION

Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn executive session and return to the regular board meeting at 8:07 p.m.

Yeas: Klase, Cappuzzello, Krumpak, Shields, Saganich
Nays: None
President declared motion carried

Res. 23-168 ADJOURNMENT

Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn the Regular Meeting at 8:08 p.m.

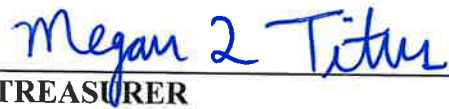
Yeas: Klase, Cappuzzello, Krumpak, Shields, Saganich
Nays: None
President declared motion carried

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ATTEST:



PRESIDENT



TREASURER

Board Policy: BDDH (Also KD) Public Participation at Board Meetings

All meetings of the Board and Board-appointed committees are open to the public.

In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation may be permitted at each meeting.

Each person addressing the Board shall give his/her name and address. If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board, present and voting.

EXHIBIT B

2023 Football Worker Rates

Varsity- 5 Games

Officials- League Approved
5@ \$78= \$390

Security- School Agreement
3@ \$85= \$255

Ticket Sellers
2@ \$50= \$100 (counters)
3@ \$30= \$90

Clock Operator
1@75= \$75

Announcer
1@ \$30= \$30

Parkers/ Helpers
5@ \$30= \$150

1st Down Chain Gang
3@ \$50= \$150

Set up and tear down on field equipment, coach's headsets and game balls
1@ \$50= \$50

2 Varsity Scrimmages

Officials
5@ \$45= \$225

Workers
2@ \$40= \$160

Junior Varsity- 4 Games

Officials
4@ \$59= \$236

Ticket Sellers
2@ \$30= \$60

Clock Operator
1@35= \$35

1st Down Chain Gang
3@ \$30= \$90

Junior High- 4 Games

Officials

4@\$45= \$180

Ticket Sellers

2@\$30= \$60

Clock Operator

1@35= \$35

1st Down Chain Gang

3@\$30= \$90

Volleyball Worker Rates

JV/ Varsity- 11 Games

Officials/ Judges

2@\$78= \$156

Ticket Seller and Counter Drawer

1@\$30= \$30

Scorekeeper JV & Varsity

1@\$20=\$20

Backline Judge/ Officials JV & Varsity

2@\$40= \$80

Announcer/ National Anthem Player

1@\$15=\$15

Junior High- 4 Games

Officials/ Judges

1@\$73= \$73

Ticket Seller

Volunteer Student Council

Scorekeeper

1@\$20=\$20

Backline Judge

2@\$15= \$30

Cross Country Rates

Billy Goat

Officials

1@\$50=\$50

5@\$30=\$150

Parking

1@\$50=\$50

Meet Manager

1@\$500=\$500

Timing

TBD

Suburban League & MVCA Championship (2 Meets)

Officials

1@\$50=\$50

5@\$30=\$150

Parking

1@\$50=\$50

Meet Manager

1@\$100=\$100

Timing

TBD

MCDONALD LOCAL SCHOOLS - SUBSTITUTE ROSTER – 2023-2024 SCHOOL YEAR**BUS DRIVERS**

Bacha, Jessica	2232 Youll Street, Niles 44446	707-5470
Jones, Eric	600 Iowa Avenue, McDonald	530-8051 x2
Kaschak, Brooke	2628 Four Mile Run Road, McDonald	219-5669
Klockner, Mike	301 Indiana Avenue, McDonald	216-538-0060
Kucera, Charles	1040 Webb Road, Mineral Ridge 44440	718-3063
Lloyd, Patti	16 Thrush Drive, Lake Milton 44429	727-1145
Read, Kimberly	1157 Sodom-Hutchings Road, Vienna 44473	951-4301

COOKS

Brown, Lynn	445 Nebraska Avenue, McDonald	550-1763
Mohn, Giovanna	419 McKinley Blvd., McDonald	501-4288

CUSTODIANS

Mantz, Sherry	2275 Sixth Street, McDonald	530-0504
Oblinsky, Nicholas	3472 Niles Carver Road, Mineral Ridge 44440	503-1002
Penick, Amber	710 Country Pines Drive, SW, Warren 44481	978-5461

DOMESTIC

Mantz, Sherry	2275 Sixth Street, McDonald	530-0504
Oblinsky, Nicholas	3472 Niles Carver Road, Mineral Ridge 44440	503-1002
Penick, Amber	710 Country Pines Drive, SW, Warren 44481	978-5461

EDUCATIONAL AIDE**NURSE****SECRETARIES**

Greene, Wendy	400 W. Seventh St., McDonald	980-1911
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STUDY HALL MONITOR

Greene, Wendy	400 W. Seventh St., McDonald	980-1911
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EXHIBIT D

31200 Bainbridge Road
Solon, Ohio 44137
Tel: 440.248.3400
Fax: 440.349.5280

Gardiner Water Treatment *PureResults* Service Agreement

CONTRACT PRESENTED TO:

McDonald Local Schools
600 Iowa Avenue
McDonald, OH 44437-1677



PROJECTS AND / OR LOCATIONS:

McDonald Roosevelt Elementary	410 W. 7 th Street	McDonald, OH 44437
McDonald High School	600 Iowa Avenue	McDonald, OH 44437

SALES REPRESENTATIVE:

Jeff Covert
Account Manager

AGREEMENT NUMBER | EFFECTIVE DATE:

C005213 Renewal | October 1, 2023

Gardiner®

HVAC Systems • Energy Services • Automation & Controls • Building Services • Intelligent Services • HVAC Parts & Supplies
www.WHGardiner.com

PureResults Water Treatment - PRICING AND ACCEPTANCE

PROJECT AND LOCATIONS:

McDonald Roosevelt Elementary	410 W. 7 th Street	McDonald, OH 44437
McDonald High School	600 Iowa Avenue	McDonald, OH 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: **Two** **Closed Chilled Glycol Systems**
 Two **Closed Hot Water Systems**

This agreement price is **\$2,294.00 per year, payable in quarterly amounts of \$573.50**. Any repairs provided outside the scope of the agreement will include a daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from **October 1, 2023 through September 30, 2024**, 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 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: July 25, 2023

CUSTOMER ACCEPTANCE:

Signature: _____
 Title: _____
 Acceptance Date: _____
 Purchase Order No: _____

SERVICE COMPANY APPROVAL:

Signature: 
 Jeff Covert
 Account Manager

GARDINER COPY

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.

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.

Included but not limited to:

Excessive make-up in a closed loop exceeding maximum product allowance of LG-269 or LG-62 would be invoiced to the customer at prevailing rate.

Water Treatment - CUSTOMER shall:

- Inform GARDINER of system alarms.
- Inform GARDINER of utility failures.
- Inform GARDINER of Microbiologically induced corrosion.

Water Treatment – CUSTOMER shall not:

- Tamper with controls without the knowledge of GARDINER.
- Bypass the water softener.
- Increase system size, or operating time.
- Close or bypass bleed-off, or blow-down lines.
- Delay technician for greater than 15 minutes to enter facility.

GENERAL TERMS AND CONDITIONS (Continued)

- 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. PRIORITY RESPONSE:** 1) McDonald Local Schools shall be considered a priority customer; Gardiner will respond to a service call within four 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.

PureResults* WATER TREATMENT - SERVICE AGREEMENT*PROJECT AND LOCATIONS:**

McDonald Roosevelt Elementary 410 W. 7th Street McDonald, OH 44437
McDonald High School 600 Iowa Avenue McDonald, OH 44437

SYSTEM	CHEMICALS/ PRODUCTS
Two Closed Chilled Glycol Systems	LG-269
Two Closed Hot Water Systems	LG-62

***PureResults* Complete Water Treatment Program**

- All necessary chemicals
- Delivery of products
- Drum hook-up
- Application of product where applicable
- Filling of chemical mix tanks
- Removal and disposal of empty Chemtex containers
- Quarterly testing of all pertinent samples (January, April, July and October)
- Visual inspection of entire system
- E Reports with annual system history report
- Constant contact water treatment industry updates
- Laboratory services
- Sales, installation, and repairs of water treatment equipment at prevailing rate
- Access to International Chemtex and Gardiner websites
- Scheduled service calls, pre-arranged access



Date: August 8, 2023

**McDonald High School & Elementary School
600 Iowa Ave
McDonald, OH 44437**

Subject: Annual Fire Safety Inspections

Dear Ms. Hugh,

This Proposal is for a **3-year** Agreement for the **Annual Fire Safety Inspections.**

Grunau will inspect the listed fire equipment as per NFPA. All necessary paperwork will be provided to the owner upon completion.

FREQUENCY

GRUNAU shall inspect said systems **Annually.**

SCOPE OF WORK

The inspection will be performed in accordance with the requirements as outlined by the National Fire Protection Association, and according to the recommended procedures of the manufacturer.

Annual

**Fire Extinguishers
Sprinkler Systems
Backflows**

REPORTS

GRUNAU will furnish a completed written report to the Subscriber after each inspection. All needed items of maintenance, repair, and replacement, which in the judgment of GRUNAU may be necessary, will be indicated on the report.

PRICE AND TERMS OF PAYMENT

One (1) Annual Inspection Three Thousand Seven Hundred Dollars. \$3,700.00

**Three (3) Annual Inspections 2023 – 2025 Eleven Thousand One Hundred Dollars
\$11,100.00**

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Grunau Company, Inc.
590 E Western Reserve Rd, Bldg. 5
Youngstown, OH 44514
Email: David.Braydich@grunau.us

p: 330.758.3500
f: 330.758.0281
www.grunauOH.com
c: 330.610.6419





*** Please note that this contract can be locked in at the same price for the next three (3) years without an increase. Just need to be notified upon signing of the contract located at the bottom.*

***Exclusion**

- This does not include the three (3) year full flow trip of any system**
- This does not include sensitivity testing**
- This does not include any processing fees**

The amount above must be paid in full within 30 days of the completion of the inspection. This price for the above-mentioned equipment, service and frequency of service only. In the event additional equipment is included after the date of this agreement, the annual inspection charge above shall be increased in accordance with GRUNAU prevailing rates as of the first inspection of such additional equipment.

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Client agrees to purchase and Company agree s to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information and data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.
2. TERMS AND RENEWAL OF AGREEMENT: Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term).
3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. The client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 1/2%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.
4. INSPECTIONS AND SERVICE: For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:
 - A. Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will
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be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Grunau Company. Grunau Company performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After-hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 1/2) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

E. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

5. LIMITATION OF LIABILITY: CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS,

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SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE Grunau Company FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, , OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLEY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

D. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

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E. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

7. **REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS Grunau Company FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT Grunau Company WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. **RESPONSIBILITIES OF CLIENT:** The Client agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer's specifications.

C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. **INDEMNIFICATION.** COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. **ADDITIONAL COMPANY RESPONSIBILITY.**

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is

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reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. ASSIGNMENTS AND DELEGATIONS. Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this

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Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. RECEIPT AND REVIEW OF AGREEMENT. The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

A. This Agreement may not be assigned by Customer without the written consent of Company.

B. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.

C. The Company for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Grunau Company.

Other inclusions, exclusions or attachments:

*General Exclusions: Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

* Pricing: The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

*Coverage: Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of the above testing & inspecting scope of work is billable at Grunau Company current Time & Material Rates.

*Access: During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access in to each and every unit/apartment on scheduled inspection date(s). If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Grunau Company current Time & Material Rates.

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL_____

*On Site Inspection Repairs: Client authorizes Grunau Company to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of \$500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in 1/2 hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

FIRE PROTECTION:: SPECIAL HAZARDS :: FIRE ALARM :: MONITORING :: DESIGN :: SERVICE :: INSTALLATION.

Grunau Company, Inc.
590 E Western Reserve Rd, Bldg. 5
Youngstown, OH 44514
Email: David.Braydich@grunau.us

p: 330.758.3500
f: 330.758.0281
www.grunauOH.com
c: 330.610.6419





ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL _____

*Cancellation/Reschedule Notice: Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the Grunau Company we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

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If you wish to proceed with this project, you may issue a purchase order or fill in the area below, acknowledging acceptance and fax back to this office.

Owner / Owner's Representative Name: _____

Owner/Owner's Representative Signature: _____ Date: _____

One (1) Year Contract Initial: _____ Date: _____

Three (3) Year Contract Initial: _____ Date: _____

Fax to: Grunau Company

Attn: David Braydich

Fax: 330-758-0281

Sincerely,
Grunau Company Inc.

David J Braydich
Inspection Sales Representative

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