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**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, JANUARY 11, 2017 – 7:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, January 11, 2017, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

The Regular Meeting was called to order at 7:30 p.m. by President John Saganich. Treasurer William Johnson called the roll:

Members Present: Thomas Hannon, Catherine Harvey, 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. 17-16 Approve agenda for Regular Meeting of January 11, 2017

Mrs. Klase moved and Mrs. Harvey seconded

Yeas: Klase, Harvey, Higgins, Hannon, Saganich

Nays: None

President declared motion carried

Student and Staff Recognition – None

Recognition of Visitors / Audience Participation:

**Samantha Rozzo – Technology
Laurie Smith – Technology**

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Res. 17-17 Approval of Board Minutes:

Regular Meeting – December 19, 2016

Mrs. Harvey moved and Mrs. Higgins seconded

Yeas: Harvey, Higgins, Klase, Hannon, Saganich

Nays: None

President declared motion carried

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

New Business:

A. Finance Committee – Thomas Hannon, Chairperson

Res. 17-18 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: December 2016

- 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. Hannon moved and Mrs. Klase seconded

Yeas: Hannon, Klase, Higgins, Harvey, Saganich

Nays: None

President declared motion carried

Res. 17-19 FY2017 AMENDED APPROPRIATIONS

Resolution to approve the FY2017 Amended Appropriations. (See Exhibit A)

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

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

B. Personnel Committee – Catherine Harvey, Chairperson

Res. 17-20 ELEMENTARY INTERVENTION SPECIALIST

Resolution to hire Jeana Wert on a MEA contract with full benefits, as an elementary Intervention Specialist, effective 1/17/17. Contract is 89 days at \$187.58 per day, \$16,694.62, based on column 1 – BA, step 0 \$34,327.

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

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

Res. 17-21 CLASSIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to hire Laura Hughes as substitute domestic and substitute custodian for the 2016-2017 school year.

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

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

Res. 17-22 AFTER SCHOOL PROGRAM - TUTORS

Resolution to approve the following personnel as tutors for the elementary school after-school program for grades 1-6 in reading and math. Compensation is for 1 ½ hour sessions at \$20.50 per hour:

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| | | |
|------------------|-----------------|-----------------|
| Staci Conley | Kristin Edwards | Julie Greaver |
| Robert Hilbun | Marilynn Kelly | Dana Larson |
| Andrea Mason | Linda Metzinger | Sarah Miller |
| Michele O'Leary | Elaine Rupe | Patrice Simmons |
| Patricia Worrell | Ryan Witkoski | |

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

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

Res. 17-23 AFTER SCHOOL PROGRAM – SECRETARY

Resolution to hire Mary Kay Skufca as secretary for the elementary school after-school program for grades 1-6 in reading and math. She will take attendance and make sure students are accounted for. Compensation is for 1 hour sessions at \$16.00 per hour:

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

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

Res. 17-24 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Gary Carkido – Handbook Conference, Columbus, 1/12/17, registration, meals, mileage \$485; and

Jodi Ciminero – Positive Behavior Plan (PBIS), Mahoning County TCTC, 1/19-20/17 and 3/16-17/17, substitute \$286.00.

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

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

C. Buildings and Grounds/Operations Committee –
Wendy Higgins, Chairperson

Res. 17-25 Resolution to approve the agreement with CTL Engineering, Inc. for survey of ALTA/NSPS Land Title Survey Parcel 26-128633. (See Exhibit B)

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

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

Superintendent Report:

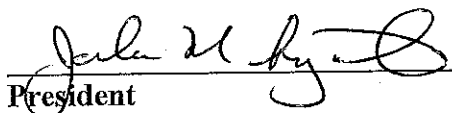
Prayer for Anna Booth, Sunday at 3:00 a.m. at OLPH

Res. 17-26 ADJOURNMENT

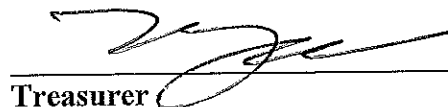
Mrs. Harvey moved and Mrs. Higgins seconded to adjourn the Regular Meeting at 8:09 p.m.

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

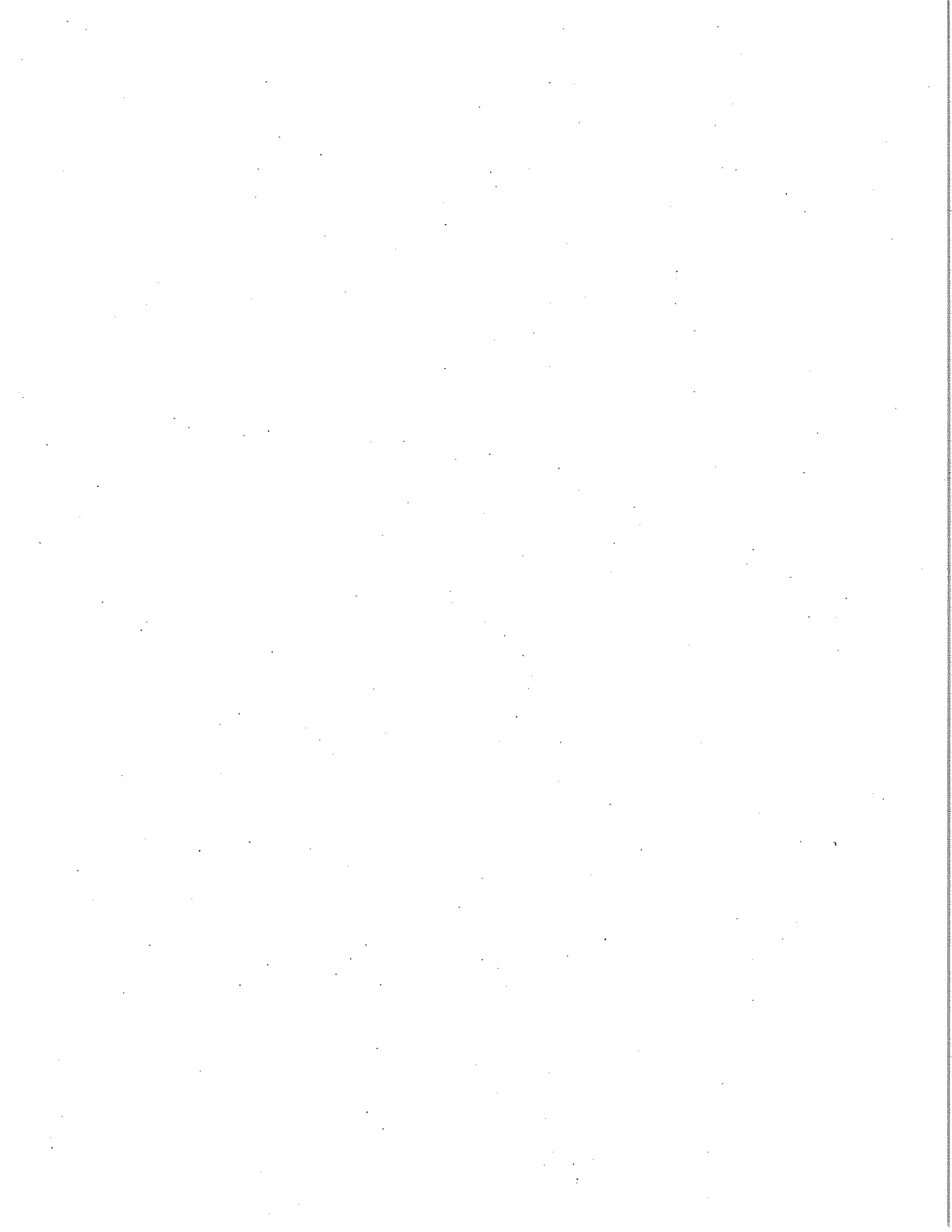
ATTEST:



President



Treasurer

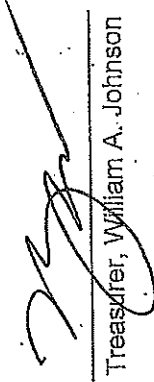


**CERTIFICATE OF THE TOTAL AMOUNT FROM ALL SOURCES AVAILABLE
FOR EXPENDITURES, AND BALANCES REV. CODE SEC. 5705.36**

From McDonald Local School District Trumbull County, McDonald, Ohio, September 17, 2016

To the County Auditor of Trumbull County:

The following is the total amount from all sources available for expenditures from each fund set up in the tax budget, with the balances that exist at the end of the fiscal year, June 30, 2016


Treasurer, William A. Johnson

| FUND TYPE/CLASSIFICATION | CASH BALANCE AS OF 30-Jun-16 | ENCUMBR AS OF 30-Jun-16 | CARRYOVER BAL. AVAILABLE FOR APPROPRIATION | TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES | | TOTAL AMOUNT. AVAILABLE PLUS BALANCES | TOTAL AMOUNT APPROPRIATED |
|--------------------------|------------------------------------|-------------------------------|--|---|------------------|---|------------------------------|
| | | | | TAXES | FOUNDATION OTHER | | |
| Governmental Fund Type | | | | | | | |
| General Fund | 4,063,443.53 | 11,045.68 | 4,052,397.85 | 1,211,473.63 | 5,500,000.00 | 1,427,026.37 | 9,097,259.38 |
| Special Revenue Funds | 1,837,426.55 | 25,600.51 | 1,811,826.04 | 539,593.29 | 29,349.75 | 478,300.05 | 1,080,125.86 |
| Debt Service Funds | 135,688.90 | 0.00 | 135,688.90 | 146,432.66 | 0.00 | 0.00 | 170,000.00 |
| Capital Projects Funds | 305,334.60 | 121,896.03 | 183,438.57 | 224,876.79 | 0.00 | 2,780,000.00 | 3,000,000.00 |
| Special Assessment Fund | | | 0.00 | | | | |
| Proprietary Fund Type | | | | | | | |
| Enterprise Funds | 26,373.91 | 1,697.60 | 24,676.31 | 0.00 | 0.00 | 112,300.00 | 120,000.00 |
| Internal Service Funds | 14,669.39 | 0.00 | 14,669.39 | 0.00 | 0.00 | 27,000.00 | 27,808.00 |
| Fiduciary Fund Type | | | | | | | |
| Trust and Agency Funds | 116,300.29 | 1,120.55 | 115,179.74 | 0.00 | 0.00 | 68,450.00 | 98,836.46 |
| Private-Purpose Trust | | | 0.00 | | | | |
| Total All Funds | 6,499,237.17 | 161,360.37 | 6,337,876.80 | 2,122,376.37 | 5,529,349.75 | 4,893,076.42 | 13,594,029.69 |

Signed _____

Budget Commission

| FUND TYPE/CLASSIFICATION | CASH BALANCE AS OF 30-Jun-16 | ENCUMBR AS OF 30-Jun-16 | CARRYOVER BAL. AVAILABLE FOR APPROPRIATION | TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES | | TOTAL AMOUNT AVAILABLE PLUS BALANCES |
|--------------------------|------------------------------------|-------------------------------|--|---|---------------------|--|
| | | | | TAXES | FOUNDATION/ OTHER | |
| Governmental Fund Types | | | | | | |
| General Fund | | | | | | |
| 001 General Fund | 4,063,443.53 | 11,045.68 | 4,052,397.85 | 1,211,473.63 | 5,500,000.00 | 12,190,897.85 |
| Total General | 4,063,443.53 | 11,045.68 | 4,052,397.85 | 1,211,473.63 | 5,500,000.00 | 12,190,897.85 |

| | | | | | | |
|--------------------------|---------------------|------------------|---------------------|-------------------|------------------|---------------------|
| Special Revenue Funds | | | | | | |
| 016 Emergency Levy 2012 | 1,307,236.92 | 2,318.72 | 1,304,918.20 | 310,000.00 | | 1,614,918.20 |
| 016 Emergency Levy 9989 | 334,971.56 | 645.79 | 334,325.77 | 206,845.00 | | 541,170.77 |
| 018 Principals' Funds | 5,671.35 | | 5,671.35 | | 8,000.00 | 13,671.35 |
| 034 Maintenance Fund | 182,487.99 | 20,900.00 | 161,587.99 | 22,748.29 | | 210,086.03 |
| 300 Athletic Fund | 10,176.97 | 1,736.00 | 8,440.97 | | 87,295.00 | 95,735.97 |
| 432 EMIS | 1,635.82 | | 1,635.82 | | | 1,635.82 |
| 451 One Net Public Funds | 0.00 | 0.00 | 0.00 | | | 3,600.00 |
| 516 Title VI B/IDEA_B | 0.00 | 0.00 | 0.00 | | 153,575.00 | 153,575.00 |
| 572 Title I (FY16) | -4,754.06 | | -4,754.06 | | 19,190.35 | 14,436.29 |
| 572 Title I (FY17) | 0.00 | | 0.00 | | 208,423.00 | 208,423.00 |
| 590 Title II-A (FY 16) | 0.00 | | 0.00 | | 1,816.70 | 1,816.70 |
| 590 Title II-A (FY17) | 0.00 | | 0.00 | | 18,988.00 | 18,988.00 |
| Total Spcl Revenue Funds | 1,837,426.55 | 25,600.51 | 1,811,826.04 | 539,593.29 | 29,349.75 | 2,859,069.13 |

| FUND TYPE/CLASSIFICATION | CASH BALANCE AS OF 30-Jun-16 | ENCUMBR AS OF 30-Jun-16 | CARRYOVER BAL. AVAILABLE FOR APPROPRIATION | TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES | | TOTAL AMOUNT AVAILABLE PLUS BALANCES |
|--------------------------|------------------------------------|-------------------------------|--|---|-------------------|--|
| | | | | TAXES | FOUNDATION/ OTHER | |
| Debt Service Funds | | | | | | |
| 002 Bond Retirement | 135,688.90 | 0 | 135,688.90 | 146,432.66 | 0.00 | 282,121.56 |

| | | | | | | |
|---------------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
| CAPITAL PROJECT FUNDS | | | | | | |
| 005 9016 Athletic Fid Rpl | 0.00 | 0.00 | 0.00 | 0.00 | 2,600,000.00 | 2,600,000.00 |
| 005 Replacement Fund | 180,000.00 | 0.00 | 180,000.00 | 0.00 | 180,000.00 | 360,000.00 |
| 003 9015 NEW PI LEVY | 125,334.60 | 121,896.03 | 3,438.57 | 224,876.79 | | 228,315.36 |
| Total Cap Proj Funds | 305,334.60 | 121,896.03 | 183,438.57 | 224,876.79 | 2,780,000.00 | 3,188,315.36 |

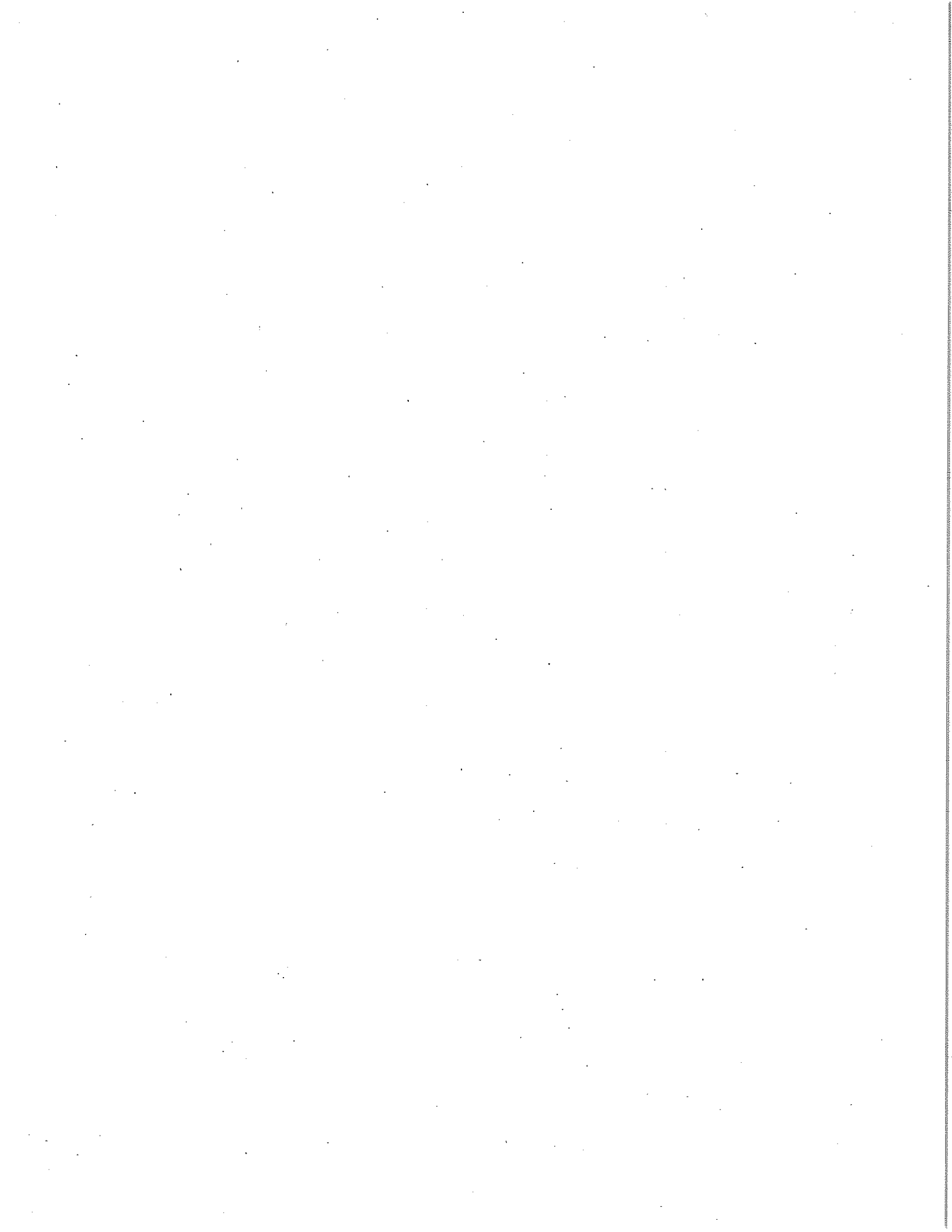
TOTAL AMOUNT APPROPRIATED
9,097,259.38

335,117.85
188,767.13
6,086.00
89,661.76
78,175.13
467.00
3,600.00
153,575.00
14,436.29
208,423.00
1,816.70
18,988.00
1,080,125.86

TOTAL AMOUNT APPROPRIATED
170,000.00

APPROPRIATED
2,600,000.00
200,000.00
200,000.00
3,000,000.00

| FUND TYPE/CLASSIFICATION | CASH BALANCE AS OF 30-Jun-16 | ENCUMBR AS OF 30-Jun-16 | CARRYOVER BAL. AVAILABLE FOR APPROPRIATION | TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES | | TOTAL AMOUNT AVAILABLE PLUS BALANCES | TOTAL AMOUNT APPROPRIATED |
|--|------------------------------------|-------------------------------|--|---|------------------------|--|------------------------------|
| | | | | TAXES | FOUNDATION OTHER | | |
| Proprietary Funds ENTERPRISE FUNDS 006 Food Service | 26,373.91 | 1,697.60 | 24,676.31 | 0.00 | 112,300.00 | 136,976.31 | |
| Total Enterprise Funds | 26,373.91 | 1,697.60 | 24,676.31 | 0.00 | 112,300.00 | 136,976.31 | 120,000.00 |
| INTERNAL SERVICE FUNDS | | | | | | | |
| Internal Service Fund 014 Special Rotary Fun | 14,669.39 | | 14,669.39 | 0.00 | 27,000.00 | 41,669.39 | 27,808.00 |
| Total Internal Service | 14,669.39 | 0.00 | 14,669.39 | 0.00 | 27,000.00 | 41,669.39 | 27,808.00 |
| Agency Funds 200 Student Managed Acti 007 Special Trusts Account | 45,272.17 71,028.12 | 1,120.55 0.00 | 44,151.62 71,028.12 | 0.00 0 | 51,450.00 17,000.00 | 95,601.62 88,028.12 | 62,336.45 36,500.00 |
| Total Agency Funds | 116,300.29 | 1,120.55 | 115,179.74 | 0.00 | 68,450.00 | 183,629.74 | 98,836.45 |
| TOTAL ALL FUNDS | 6,499,237.17 | 161,360.37 | 6,337,876.80 | 2,122,376.37 | 4,893,076.42 | 18,882,679.34 | 13,594,029.69 |



AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

McDonald Local School District
600 Iowa Avenue
McDonald, OH - 44437
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name ALTA/NSPS Land Title Survey Parcel 26-128633
Proposal No. 16|10|0024|CAN|PPL

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
Central Plaza N
Canton, OH - 44702
USA

If to CLIENT,

McDonald Local School District
Attn : Bill Johnson
600 Iowa Avenue
McDonald, OH - 44437
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.
(CTL)



Signature

Timothy Darrah, Department Manager

Print Name & Title

1-09-17

Date

McDonald Local School District
(CLIENT)



Signature

William Johnson, Treasurer

Print Name & Title

1/11/17

Date

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as Instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

FIRST ADDENDUM TO AGREEMENT FOR ENGINEERING AND TESTING SERVICES

This First Addendum is dated as of January 3, 2017 and is by and between the Board of Education of the McDonald Local School District (the "Client") and CTL Engineering, Inc. (the "Consultant") and amends the Agreement for Engineering and Testing Services and the CTL Proposal No. 16100024CAN-PPL (collectively, the "Contract") as follows:

1. The Contract and this First Addendum may be referred to herein collectively as the "Agreement". Except as specifically amended in this First Addendum, all provisions of the Agreement are unchanged and remain in full force and effect, and in the event of a conflict among the documents, this First Addendum shall prevail.

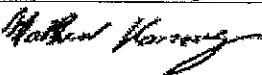
2. The Consultant's fee for the surveying services shall be Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00).

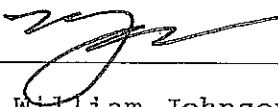
3. Consultant shall maintain workers' compensation and employer's liability insurance in accordance with the laws having jurisdiction over Consultant's employees who are engaged in the services. Consultant shall also maintain at all times and without interruption professional liability insurance with coverage in the amount of one-million dollars (\$1,000,000) per claim and in the annual aggregate and commercial general liability insurance, including automobile (owned, non-owned, or hired), covering bodily injury to or death of any person, including any employee of Consultant or Client, and/or loss of or damage to property in a combined single limit of one million dollars (\$1,000,000) for any one occurrence. Promptly following execution of this Agreement, Consultant shall provide the Client with certificates of insurance evidencing the required coverages and amounts.

4. If and to the extent that any provision of the Agreement limits the liability of Consultant or imposes any pecuniary obligation on Client other than the obligation to pay the Consultant's fee for services, the limitation and/or obligation are subject to the appropriation of sufficient funds for that purpose by Client's governing body and the certification by Client's fiscal officer that those funds are available or in the process of collection.

5. If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled through direct discussions within a reasonable period, the parties to this Agreement may, by written agreement, submit the dispute to a mutually acceptable mediator, before having recourse to a judicial forum. The submission of a dispute to a mediator is optional, and this Article shall not prevent either party from exercising all equitable and legal rights and remedies that party may have, and from bringing a third-party claim in pending litigation for indemnity and/or contribution.

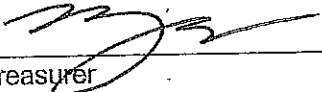
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to its principles of conflict of law. Legal proceedings arising under this Agreement shall be brought in the court of common pleas of Trumbull County, Ohio unless the U.S. District Court for the Northern District of Ohio is determined to have exclusive jurisdiction.

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| Consultant: CTL Engineering, Inc. |
| By:  |
| Name: Matthew Kairouz, P.E. |
| Title: Branch Manager |

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| Client: |
| By:  |
| Name: William Johnson |
| Title: Treasurer |

FISCAL OFFICER'S CERTIFICATE

The undersigned, as fiscal officer of the McDonald Local School District, hereby certifies that the money required for the payment of the obligations of the McDonald Local School District under the attached contract during the current fiscal year has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 of the Revised Code.

By: 
Treasurer

Dated: _____, 2017

