

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

NEGOTIATED AGREEMENT

BETWEEN

OLENTANGY TEACHERS ASSOCIATION

AND

**OLENTANGY LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

FOR THE PERIOD

JULY 1, 2018 THROUGH JUNE 30, 2021

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ARTICLE 1

SIGNATURES

This Master Agreement shall become effective at 12:01 a.m. on July 1, 2018 and shall continue in full force and effect until midnight, June 30, 2021. Executed as of the ____ day of _____, 2018.

OLENTANGY TEACHERS ASSOCIATION

BOARD OF EDUCATION.
OLENTANGY LOCAL SCHOOLS

Negotiating Chairperson:

Elaine Eddy, OTA President

Mindy Patrick, President

Emily Hatfield, Treasurer

Mark Raiff, Superintendent

Other Members:

Jennifer Bickley

Cathie Boone

Mark Comella

Danielle D'Onofrio

Jen Tod

Mary Whalen

ARTICLE 2

Recognition

- A. The Board of Education of the Olentangy Local School District, Lewis Center, Ohio, hereafter called the Board, hereby recognizes the Olentangy Teachers Association, an OEA/NEA affiliate, hereafter called the OTA, as the exclusive bargaining agent for the certified teachers (including school nurses), excluding administrators, substitutes, and hourly paid tutors, (hereafter called the teachers).
- B. Both parties agree that the right exists to join, participate in, or to refrain from joining or participating in any organization without intimidation or coercion. Membership in any organization shall not be a condition of employment or continued employment for any teacher.
- C. Certified personnel whose positions are funded predominantly or entirely with auxiliary services funding from the state shall not be in a bargaining unit. If and when such persons become part of the bargaining unit, they shall begin with no seniority.
- D. Throughout this Agreement, unless otherwise specified, the Superintendent's designees shall be comprised of Central Office administrators.

ARTICLE 3

Gender

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural the singular, and words, whether in the masculine or feminine, shall be construed to include all said genders.

ARTICLE 4

Equal Opportunity

Except as may be required by applicable law, state or federal regulation, or provisions of the Board's affirmative action policy which are not in conflict with any applicable law or state or federal regulation, there shall be no discrimination or intimidation against any professional staff member as a result of, or because of such staff member's race, color, creed, sex, age, sexual orientation, national origin, religion, disability, or genetic information. No professional staff member shall be required to become a member of the OTA or any other teacher organization as a condition for securing or retaining employment with the Board.

ARTICLE 5

Scope of Negotiations

A. Matters Subject to Collective Bargaining

The scope of the parties' duty to bargain is the scope provided in Ohio law.

B. Matters Outside Collective Bargaining

The Board of Education and administration reserve to themselves the management rights recognized by Ohio law.

ARTICLE 6

Bargaining Procedures

A. The Board and the OTA shall each designate a bargaining team during each year in which bargaining is to be conducted and notify the other, in writing, of its composition by the first bargaining session. Each team shall consist of not more than seven (7) members including one (1) alternate. All bargaining shall be conducted exclusively between the teams. This does not preclude consultations with constituency or outside consultants. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually agree to bargain in good faith.

B. Between March 1 and March 30 in any calendar year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence negotiations. Within fifteen (15) calendar days of notification, the teams shall schedule the time of their first meeting. The parties may commence negotiations at an earlier date by mutual agreement. At the first meeting, each team shall exchange their full proposals. No further items for negotiation shall be included subsequently without mutual consent.

C. Time Limits

1. Either party may call caucuses during negotiations.
2. If agreement is not reached on items being negotiated within sixty (60) calendar days after the first meeting, the provisions of Article 7 will be implemented.
3. Any time limits on negotiations may be established by mutual agreement.

- D. Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.
- E. While negotiations are in progress, there shall be mutual agreement on any releases given to the news media.
- F. The bargaining teams shall have the authority to indicate tentative agreement pending final approval of an entire tentative agreement by the OTA within fifteen (15) calendar days of receipt, and by the Board within fifteen (15) calendar days following OTA approval. Following approval by both parties, the Agreement shall be binding on both parties for the duration of the contract period.
- G. Meetings held under this procedure shall be conducted at a time and place which will offer a fair and reasonable opportunity for all persons entitled to be present to attend. Sessions may be scheduled by mutual agreement during school hours in accordance with Article 16.

ARTICLE 7

Procedure if Agreement is Not Reached

- A. In the event negotiations are not completed within sixty (60) calendar days following the initial exchange of proposals, either party may request mediation conducted by the Federal Mediation and Conciliation Service (FMCS). Mediation shall begin as soon as the mediator is available. The mediator shall have the authority to call meetings.
- B. If agreement is not reached within ten (10) calendar days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

ARTICLE 8

Evaluation

A. General Provisions for All Evaluations

- 1. One purpose of evaluation is to assist the teacher toward improved instruction. Another purpose is to provide information in making employment decisions. Teachers who instruct students for at least half of the teacher's work day shall be evaluated in accordance with this Article.

The Board and the Association shall develop separate evaluation procedures for bargaining unit members who are not subject to this Article.

2. Classroom observations of the work performance of a teacher for the purpose of completing a written evaluation (hereinafter referred to as the "Teacher Performance Rubric") shall be conducted openly.
3. Value-added data, ODE-approved student assessments or other data trends may not be used as a stand-alone measure of student growth and may not be used outside of the overall teacher performance rating to terminate a teacher
4. Teachers in their first year of employment with the District will be notified in writing at least twenty-four (24) hours in advance of their first formal observation. All other observations may be unannounced.
5. The evaluation shall take into account the total performance of the teacher in the areas of job description adopted by the Board.
6. There will be no formal classroom observations for evaluation purposes the day before Thanksgiving, winter or spring break, or the day after a teacher absence due to illness, unplanned personal leave or an emergency situation.
7. All teachers assigned to more than one (1) building who are to be evaluated shall be notified which administrator will conduct his/her evaluation. Teachers with above levels of student growth may choose their evaluator for the evaluation cycle. Teachers with expected levels of student growth will have input on their evaluator for the evaluation cycle. Teachers with below expected levels of student growth will have an evaluator assigned by the administration for the evaluation cycle.
 - a. A first-year teacher or a teacher on an improvement plan can only be evaluated by a building administrator; otherwise the evaluator shall be designated by the Superintendent or designee.
 - b. A teacher may request that his/her evaluation be conducted by a building administrator rather than someone else designated upon learning of his/her evaluator.
 - c. The designated evaluator will consult with building administration on teacher performance outside of the completed formal observation.
8. Prior to the first (1st) observation of a teacher in his/her first (1st) year of employment in the District, an individual pre-observation conference is required. Such conference shall afford the administrator the opportunity to

explain the evaluation process and expectations. Pre-observation conferences for succeeding observations are optional.

9. Teachers shall be given the opportunity to study the Teacher Performance Rubric prior to the final evaluation conference.
 - a. The evaluator shall send the teacher a hard copy or electronic copy of the evaluator's draft Teacher Performance Rubric at least six (6) work days prior to May 1.
 - b. Prior to May 1, the teacher may raise his/her concerns and/or provide input to the evaluator about the accuracy and thoroughness of the Teacher Performance Rubric.
10. Upon the conclusion of the final evaluation conference both parties shall sign the Teacher Performance Rubric.
 - a. The teacher's signature shall signify only that he/she has received the Teacher Performance Rubric and does not necessarily imply agreement with the evaluation.
 - b. Teachers shall be given a copy of the final, signed Teacher Performance Rubric at the conclusion of the final evaluation conference.
11. One copy of each Teacher Performance Rubric with all signatures and dates in place and with the teacher's comments, if any, attached, shall be placed in the teacher's personnel file.
12. A plan for improvement shall be part of the evaluation instrument. The evaluator shall evaluate the teacher for overall improvements in the areas specified on the plan for improvement and where the previously observed deficiencies can be reevaluated.
 - a. The draft plan for improvement will be created by the evaluator. The plan will be finalized by the evaluator after direct consultation and discussion with the teacher. Both parties must sign that the discussion has been held.
 - b. This plan will include specific goals based on the deficiencies observed during the classroom observations, or otherwise documented, a means for achieving these goals, a timeline for achieving these goals and at least one (1) additional formal thirty (30) minute classroom observation beyond the required minimum. Such additional observation shall be at least ten (10) school days after the last of the two observations required by law and completed by May 1.

- c. Both parties shall sign and date this plan and attach it to the Teacher Performance Rubric and a copy will be given to the teacher.
- d. If new deficiencies occur for which an improvement plan has not been developed, an amended plan for improvement will be developed followed by at least one (1) observation and completed by May 1.
- e. A teacher rated “ineffective” may be assigned a Mentor as part of their improvement plan.

B. Timelines and Process for Teacher Evaluations

1. Except as otherwise provided herein, there shall be at least one (1) Teacher Performance Rubric completed by the evaluator by May 1 and the teacher shall be provided with a written copy of the Teacher Performance Rubric by May 10.

A teacher who: (1) was on leave for fifty percent (50%) or more of the school year; or (2) has submitted notice of retirement that is accepted by the Board on or before December 1 of the school year, shall not be evaluated during that school year.

For purposes of this exception, a teacher may be deemed to be on leave for 50 percent or more of the school year only if the teacher is on an approved leave of absence for at least this portion of the school year, with such leave approved by no later than December 31 of that year. If a teacher works a part-time schedule on certain days of the week (e.g., Mondays, Wednesday and Fridays), leave will be measured based on half of the part-time teacher's contract days.

2. Each evaluation must include at least two (2) formal thirty (30) minute observations of the teacher and walk-throughs; it may include additional observations. A post-observation conference may be held following each observation prior to the administrator's writing of the final evaluation.
3. An additional formal thirty (30) minute observation of the teacher is required if non-renewal is a possibility. The formal thirty (30) minute observation in A. 12 above shall be considered as the required additional observation necessary for non-renewal.
4. The evaluating administrator shall provide a teacher rated “ineffective” with an improvement plan in accordance with this Article, Section A. 10, above.
5. A teacher who is evaluated or claims he or she should be evaluated under Article 8, may file a grievance about the Board's or administration's

compliance with this Article 8, but may not use or invoke the process set forth in O.R.C. 3319.11(G)(1-7). This Article 8 supersedes and replaces O.R.C. 3319.111 and O.R.C. 3319.11 with respect to 3319.11's references to O.R.C. 3319.111.

C. Timelines and Process for Evaluation of Teachers Rated Accomplished or Skilled

1. Teachers who receive a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) school years, as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. At the discretion of the Superintendent or designee or building principal, the evaluation schedule of teachers rated as "Accomplished" may be randomly staggered to avoid having a large increase in the number of evaluations that must be conducted every third year.

A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year, as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

Notwithstanding anything to the contrary, a teacher entering the final year of a limited contract who received a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation may be evaluated during that year, in accordance with this Article, Section B., above.

D. Expedited Grievance Challenge - Teacher Evaluation

1. If an employee believes the evaluator has violated the procedure established in this Article 8 or that the evaluator's judgment or conclusion is arbitrary, capricious or unreasonable, the employee must file a written grievance at Level 1 within ten (10) days as defined in Article 9 of the employee's receipt of the signed and final version of a Teacher Performance Rubric for the particular school year or part of a school year.
2. The Superintendent and/or designee(s) shall meet within ten (10) days, as defined in Article 9 of a Teacher Performance Rubric grievance with the OTA President and/or OEA Consultant and discuss the grievance(s) to attempt to understand and resolve the grievance(s). Within ten (10) days as defined in Article 9 of such meeting if the Association wishes to appeal to arbitration, the Association shall file a written request for arbitration with

the Chief Operations Officer. The arbitration shall be conducted with an expedited procedure before [one of three (3) arbitrators by random selection or an arbitrator mutually agreed to by the parties] in lieu of the use of AAA list(s), the AAA selection process and the AAA voluntary labor arbitration rules.

E. Joint Evaluation Committee

The evaluation instrument will be reviewed and/or developed/revised, if requested in writing by either party, through a committee consisting of one (1) elementary teacher, one (1) middle school teacher, one (1) high school teacher selected by the OTA President, and three (3) administrators selected by the Superintendent or his/her designee. Evaluation instruments shall be developed by the committee for non-traditional classroom teaching roles.

The joint evaluation committee will submit evaluation instruments to the Chief Operations Officer for electronic posting.

ARTICLE 9

Grievance/Problem Procedure

- A. "Grievance" is defined as a claim by a bargaining unit member, a group of bargaining unit members or the Association (hereinafter called the "Grievant") that there has been a violation, misinterpretation, or misapplication of the terms of this written Agreement.
- B. "Grievant" is defined as a bargaining unit member, a group of bargaining unit members, or the Association acting on behalf of itself or a group of members. All members of a group must be similarly situated, and the facts and circumstances giving rise to the group grievance must be substantially the same for all members of the group.
- C. A "day" shall be defined as any day that the District administrative offices are open for business, except that no day in July shall count as a day. It is also agreed that if, during the summer recess, the employee's immediate supervisor (at Level 1) or the Superintendent or designee (at Level 2) is off work on a particular day, that day will not count as a day.
- D. The time limits provided in this Article may be extended by written agreement of the parties.
- E. If a grievant fails to file a written grievance by the stated deadline, then the grievance shall be considered waived.

- F. A grievance may be withdrawn at any Level, but once withdrawn cannot be refiled.
- G. The administration shall schedule hearings held under this procedure at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed. If the administration schedules any meetings under this Article during an employee's work hours, affected bargaining unit members will receive their regular salary for those times.
- H. The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible. Before filing any written grievance, within ten (10) days of the occurrence or within ten (10) days of when the grievant reasonably should have known of the act or condition on which the grievance is based, a grievant must informally discuss with his/her building principal, immediate supervisor or appropriate administrator the alleged violation, misinterpretation or misapplication of a term of this written Agreement.
- I. Upon written notification to the grievant, the administrator at any level may refer the grievance to a higher administrative level, in which case the second administrator's time to meet and respond shall be as though the referral is the filing of an appeal to the level of that administrator.
- J. Any grievance not answered within the time limitations set forth in a particular level shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Level 3 (Arbitration), which requires a specific written request by the Association to advance the grievance to arbitration.
- K. In all levels of this procedure, the Grievant may have an Association representative at all hearings.
- L. No reprisals shall be made against any party involved in the use of this grievance procedure.
- M. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the use of this grievance procedure, except as provided in the final disposition of the grievance.
- N. The OTA has the exclusive right to be present for the adjustment of any and all grievants.

O. Level 1

An employee must file a grievance, on the form attached to this Agreement as Appendix A, with the Principal or immediate supervisor within ten (10) days of the informal discussion. The principal or immediate supervisor shall meet with the grievant and respond to the grievance in writing held within ten (10) days of the filing.

P. Level 2

If the grievant is not satisfied with the response at Level 1, the grievant may file a written appeal to the Superintendent or designee within ten (10) days of receipt of the Level 1 response. The Superintendent or designee shall meet with the grievant and provide a written response within ten (10) days of the filing.

Q. Level 3

If not satisfied with the written response at Level 2, the Association may within ten (10) days after the grievant's receipt of the Level 2 response, submit the grievance to arbitration by giving written notice to the Superintendent or designee. The Association shall, within thirty (30) days, file the demand for arbitration with the American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method from a list of names submitted by AAA within ten (10) days after receipt of the list. Prior to striking names, either party may reject the list once and request AAA to submit another list. All other procedures shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The decision of the arbitrator shall be final and binding for the aggrieved person, the Association and the Employer. The parties shall split the fees and expenses of the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article 5 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

ARTICLE 10

Severance Pay

Upon retirement while under contract with the Board, teachers of the Olentangy Local School District shall be entitled to thirty percent (30%) of their unused sick leave accumulation up to a maximum of ninety (90) days. The severance benefit must be based on the individual's daily rate of pay at retirement. Upon the death of a teacher who is under contract with the Board, his/her designated beneficiary shall be entitled to thirty percent (30%) of his/her unused sick leave accumulation up to a maximum of ninety (90) days.

"Retirement" shall be defined to mean actual retirement from employment as a teacher and eligibility for retirement benefits under the State Teachers' Retirement System. Daily value shall be determined by dividing basic salary earnings (exclusive of supplemental contracts or overtime) by the basic school year days specified for the position schedule retired from.

ARTICLE 11

Cumulative Sick Leave

A. General Rules Pertaining to Sick Leave

1. Each teacher shall earn one and one-quarter (1-1/4) days of sick leave per month of employment to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to three hundred and fifteen (315) days.
2. Each new full-time teacher or teacher who has exhausted all of his sick leave, provided there is reasonable expectation that he will return to work after the sick leave is advanced, shall be credited with five (5) days of sick leave which may be used in case any such teacher is unable to work because of personal illness or death in his immediate family, after beginning his employment but before he has accumulated that amount of sick leave as provided in paragraph 1, above. If any of said five (5) days of sick leave is used, it shall be deducted from the total sick leave which he may accumulate during the first year of service as provided in Paragraph 1, above.
3. Sick leave for regular teachers employed on other than a full-time basis, including job share teachers, shall be credited and deducted at the proportionate rate set forth in their contract of employment.
4. Absences for more than three (3) days on any single occasion may require additional documentation such as a doctor's certificate in the case of illness.

If the supervisor notes a pattern of absence, and has previously presented the pattern to the teacher, said documentation may be requested after one (1) day of absence. The principal and Superintendent or designee shall determine and evaluate such documentation.

5. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including dismissal.

B. Sick leave with pay may be used only for the following purposes:

1. Teacher's Illness

For absence of the teacher due to illness, pregnancy, injury or exposure to contagious disease which could be communicated to other teachers or school children.

2. Illness in Immediate Family

For the purpose of paragraph 2, immediate family of the teacher is defined to mean the illness of parents, siblings, spouse, children, (inclusive of all step and in-law relations), or any member of the household who has stood in the same relationship with the teacher as any of these. The member of the immediate family must reside in the home of said teacher or live alone outside the home of said teacher, or be without a caregiver and reside outside the home of said teacher. Special circumstances shall be considered by the principal or Superintendent/designee.

3. Death in the Immediate Family

For the purpose of paragraph 3, immediate family of the teacher is defined to mean the death of the parents, siblings, children, spouse, aunt, uncle, niece, nephew, grandparents, grandchildren, (inclusive of all step and in-law relations), or any person who has stood in the same relationship with the teacher. Absence due to a death in the immediate family of a teacher shall not exceed three (3) consecutive school days unless special circumstances (such as travel distance or funeral responsibilities) require additional days. Five (5) days shall be the maximum. Special circumstances shall be considered by the principal or Superintendent/designee.

4. Childbirth

Use of sick leave for childbirth shall be approved for eight (8) consecutive calendar weeks. Certification by a health care provider shall justify a longer period of leave.

5. Spousal Pregnancy Leave

Use of sick leave for a spouse's childbirth shall normally be approved for one (1) calendar week.

A teacher may use sick leave for purpose of spouse's pregnancy for a total of twenty (20) days post-delivery under the following circumstances:

- a. Spouse must return to work immediately due to financial or job-related obligations;
- b. The physical health of the mother and/or child warrants constant care at home which can be verified by physician's statement;
- c. Additional sick days may be granted with documentation by a physician's written statement.

6. Adoption Leave

A teacher may use sick leave for the purpose of his or her adoption of a child for a total of six calendar weeks under the following circumstances:

- a. As a requirement of the adoption agency and/or local, state, national, and international adoption regulations, with documentation from the appropriate agency;
- b. The physical health of the child warrants constant care at home which can be verified by physician's statement.

C. Voluntary Sick Leave Bank

Any teacher may contribute to the sick leave bank program during the month of October of each school year by contributing one (1) sick leave day of the current year's sick leave to the sick leave bank on a form prescribed by the Association President.

The Sick Leave Bank Council (SLBC) shall review and determine the number of days which may be granted. The SLBC shall consist of four (4) members as follows: the President of the OTA, one other OTA member, the Superintendent or designee and the Chief Operations Officer. The decision of the SLBC is final and binding and is not grievable under Article 9 of this contract.

The procedures of the sick leave bank shall be as follows:

1. All teachers may apply for use of additional sick leave days by application to the SLBC by submission of application to the Superintendent or designee.
 - a. The SLBC shall be responsible for developing any forms that may be required and for keeping all necessary records.
 - b. The SLBC shall formulate any regulations deemed necessary for the operation of this program.
 - c. The SLBC shall notify the District Treasurer of the sick leave bank awards. The District Treasurer shall be responsible for the accounting of the sick leave bank days.
2. Teachers may apply for additional sick leave days from the sick leave bank after the following conditions have been met:
 - a. Their own accumulated sick leave days have been exhausted, their advanced five (5) days of sick leave have been used, and they are not eligible for disability leave under State Teachers Retirement System and/or Workers' Compensation;
 - b. The teacher shall submit in writing to the SLBC, the reasons for the request of additional sick leave bank days along with attending physician's statement pertinent to the member's request.
3. Only earned sick leave may be contributed to the bank. Advanced sick leave shall not be contributed to the bank.
4. The maximum number of days that can be granted to any teacher is thirty (30) working days per application. Upon request of the teacher, the SLBC may grant additional sick leave days if the request is justified.
5. Sick leave days shall only be used for the personal illness or injury of the teacher, the teacher's spouse, or a person who stands in the same relationship as the teacher's spouse, or the teacher's child. In the case of spouse or child, the maximum total number of days is thirty (30) working days. These days shall not be granted for any other personal illness or injury, including the individual's immediate family.
6. No recipient shall be required to replace these days.
7. Any sick leave days given to the program shall be forever forfeited by the donating teacher.

8. The OTA or Superintendent or designee, on behalf of the teacher, may also apply for use of the sick leave bank.
 9. Use of the sick leave bank shall not be construed as a condition for disability leave under the State Teachers Retirement System or workers' compensation. Use of the sick leave bank shall not delay the effective date of disability retirement.
 10. The SLBC shall meet and render a decision within ten (10) days of receipt of request.
 11. Unused requested days shall be returned to the sick leave bank.
 12. A teacher will not earn or accrue sick leave while using sick leave bank days.
- D. On a case-by-case basis, when approved by the Chief Operations Officer, sick leave may be converted to personal leave in an emergency situation, including but not limited to court proceedings, travel interrupted by unforeseen circumstances, etc. Documentation may be required.

ARTICLE 12

Leave of Absence – Unpaid

- A. Teachers who have been employed in the Olentangy Schools for three (3) years may be granted a leave of absence for up to one (1) year for the purpose of participating in under-graduate and graduate programs related to his/her professional responsibilities.
- B. Teachers who have been employed in the Olentangy Schools for five (5) years may be granted a leave of absence for up to one (1) year for the purpose of participating in exchange teaching programs, foreign or military teaching program, the Peace Corps, or Job Corps, as a full-time participant in such program and for cultural travel.
- C. Unpaid leaves of absence for non-medical reasons.
1. Long-term unpaid leaves of absence.

A long-term unpaid leave of absence is defined as an unpaid leave of absence exceeding five (5) consecutive scheduled teacher work days which is not covered by any other provision of this Agreement. A long-term leave of absence can only be approved by action of the Board. The Board may grant a long-term leave of absence for any reason judged good and just by the Board.

2. Short-term unpaid leaves of absence.

A short-term leave of absence is an unpaid leave of absence consisting of one (1) or more consecutive teacher work days not exceeding five (5) days. An unpaid leave of absence sometimes may consist of a combination of personal leave days (which themselves are governed by Article 13) and one (1) or more unpaid leave days, not exceeding a total of five (5) unpaid leave days. Unpaid leave of one (1) to five (5) days per occurrence (an "occurrence" being consecutive days of absence) may be approved by the Superintendent or designee for compelling personal or other reasons.

Sometimes teachers may need one (1) or more unpaid leave days which, when used with one (1) or more personal leave days, will result in a total of two (2) to eight (8) consecutive days of absence. An absence of two (2) to eight (8) consecutive teacher work days using one (1) or more unpaid leave days, with or without one (1) or more days of personal leave will be approved by the Superintendent or designee, but only on the following basis:

- a. The teacher has at least five (5) consecutive years of active teaching (consisting of at least 120 days on the job) for Olentangy immediately preceding the school year for which the request is made;
- b. The teacher may only seek such a leave once every five (5) years; and,
- c. The teacher must have an absence rate of no greater than an average of seven (7) days during the last three (3) years and no greater than seven (7) days pro rata during the school year in which the leave request is made (up to the date when the request for leave is submitted). Professional leave, jury duty, military leave, Association leave, and long-term medical leave will not count as absenteeism for this purpose; all other leaves, whether approved or unapproved, shall count as absenteeism for this paragraph.

3. Request for unpaid leave of absence shall be submitted by the teacher in writing to the Chief Operations Officer, with a courtesy to the Principal. The Chief Operations Officer shall provide written notice of approval or disapproval of the request within ten (10) school days of the Director's receipt of the request.

- D. Application shall be made through the Superintendent or designee with final approval to be made by the Board, except as provided in subsection (C) (2) and (C) (3) above.
- E. Application for a leave of absence shall be submitted to the Superintendent or designee as far as possible in advance of the leave. The availability of a

replacement and the best interest of students are key factors in considering leave of absence requests.

- F. A teacher may continue his/her insurance coverage by paying one hundred percent (100%) of the total cost for such benefit during a leave of absence.
- G. A teacher returning from a leave of absence shall be restored to his/her position or to a position in the same field of certification. Every effort will be made to accommodate the wishes of the teacher.
- H. Family Medical Leaves and Absences

Pursuant to the terms of the Family Medical Leave Act of 1993 (hereinafter FMLA), a teacher who has worked for the Board for at least twelve (12) months is eligible for twelve (12) work weeks of Family Medical Leave during a twelve (12) month period (will be “rolling” twelve (12) month period measured backwards from the date a teacher uses any FMLA leave), provided the teacher worked at least 1,250 hours in the twelve (12) months preceding the beginning of the leave.

1. Types of Leave

An eligible teacher may take FMLA leave for:

- a. the birth and first-year care of a child;
- b. the adoption or foster placement of a child;
- c. the serious illness of a teacher's spouse, parent or child; and
- d. the teacher's own serious health condition that keeps the teacher from performing the essential function of his/her job.

A teacher may elect, or the Board may require, a teacher to use accrued paid vacation, personal or sick leave for purposes of a family leave. A teacher cannot compel the Board to permit the teacher to use accrued medical/sick leave in any situation which the leave could not normally be used. Use of sick leave for childbirth shall normally be approved for six consecutive calendar weeks during the teacher work year. Certification under paragraph six (6) below can justify a longer period of leave for childbirth.

2. Spouses Employed by the Board

If a teacher and spouse eligible for leave are employed by the Board, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to twelve (12) weeks. A teacher may not

take FMLA leave to care for a parent in law. However, this time limitation does not apply for leave for personal illness or illness of a spouse or child.

3. Intermittent and Reduced Leave

Intermittent leave is leave taken in separate blocks of time due to a single illness or injury. Reduced leave is a leave scheduled that reduces teacher's usual number of hours per workweek or hours per work day. Intermittent or reduced leave is available only for the teacher's own serious health condition or to care for a seriously ill spouse, child or parent. Such leave may not be used for the birth or adoption/placement of a child.

The teacher who wishes to use intermittent or reduced leave must have the prior approval of the Board. Although the Board and teacher may agree to an intermittent or reduced leave, the teacher who uses family leave is not automatically entitled to use such leave on an intermittent basis or on a reduced leave schedule. Because of potential disruption to the academic process, all requests for intermittent and reduced leave will be carefully scrutinized for their impact on the operations of the classroom/school.

The Board may provide such leave for medical leave, but the Board may require the teacher to take leave in a block for the entire period during which the leave would extend or the Board may transfer the teacher to a position which is equivalent, but more suitable for intermittent periods of leave. The teacher must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent or designee must authorize such leave in writing, or offer the teacher an equivalent alternative job for intermittent or reduced leaves, or require the teacher to take leave in a block period so as not to disrupt the Board's operations.

4. Benefits

The Board will maintain the teacher's health coverage under the Board's group health insurance plan during the period of FMLA leave. The teacher should make arrangements with the Board to pay the teacher's share of all applicable health insurance coverages prior to the beginning of the FMLA leave.

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

5. Notice

When FMLA leave is foreseeable, the teacher must notify the Board in writing of his request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the teacher must give notice as early as is practical. When the teacher requests medical leave, the teacher must make reasonable attempts to schedule treatment so as not to disrupt the Board's operations.

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

6. Certification

The Board may require the teacher to provide certification from a health care provider containing specific information required under the law if he requests a medical leave. If there is a question concerning the validity of such certification a second (2nd) and, if necessary, a third (3rd) opinion can be required, both at the expense of the Board.

7. Restoration

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

8. Instructional Teachers

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

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

- a. to care for a family member; or
- b. for the teacher's own serious health condition; and
- c. is foreseeable based on planned medical treatment; and

- d. the teacher would be on leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend,

then the Board may require the teacher to choose either to:

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

Limitations also apply to instructional teachers who take leave near the end of a semester. When an instructional teacher begins leave more than five (5) weeks before the end of a semester, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last at least three (3) weeks and;
- b. the teacher would return to work during the three (3) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of the semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester if:

- a. the leave will last more than two (2) weeks and;
- b. the teacher would return to work during the two (2) week period before the end of the semester.

When a teacher begins leave for a purpose other than the teacher's own serious health condition during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the teacher to continue taking leave until the end of the semester.

9. Failure to Return

The Board is entitled to recover health care premiums paid during the leave if the teacher fails to return because of the continuation, recurrence, or

onset of a serious health condition or due to circumstances beyond the control of the teacher.

10. Rights Under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Teachers are eligible if they have worked for the Board for at least one year and for 1,250 hours over the previous twelve (12) months, and if there are at least fifty (50) employees within seventy-five (75) miles.

a. Reasons for Taking Leave. Unpaid leave must be granted for any of the following reasons:

- to care for the teacher’s child after birth, or placement for adoption or foster care;
- to care for the teacher’s spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the teacher unable to perform his job.

At the teacher or Board’s option, certain kinds of paid leave may be substituted for unpaid leave.

b. Advance Notice and Medical Certification. The teacher may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The teacher ordinarily must provide thirty (30) days’ advance notice when the leave is “foreseeable.”
- The Board may require medical certification to support a request for leave because of a serious health condition, and may require second (2nd) or third (3rd) opinions (at the Board’s expense) and a fitness for duty report to return to work.

c. Job Benefits and Protection.

- For the duration of FMLA leave, the Board must maintain the teacher’s health coverage under any “group health plan.”

- Upon return from FMLA leave, most teachers must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
 - The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of a teacher's leave.
- d. Unlawful Acts by Employer. FMLA law makes it unlawful for any employer to:
- interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Enforcement
- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
 - An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

ARTICLE 13

Personal Leave

- A. Three (3) days per year are available to full-time teachers for personal leave.

Personal leave for teachers employed on other than a full-time basis, including job share teachers, shall be credited and deducted at the proportionate rate set forth in their contract of employment.

- B. Personal leave usage is available with the following guidelines:

1. All personal leave is dependent on the availability of a substitute or other arrangements for covering the teacher's responsibilities. The following restrictions apply to personal days taken on student days only. The

teacher's building principal will make this judgment; however, personal leave shall not be approved if it is then known that more than ten percent (10%) of the bargaining unit members in a building (rounded up to the nearest whole person), excluding long-term leaves of absence which exceed five (5) consecutive scheduled teacher work days, will be absent on a student day for which personal leave is requested. On and after April 15, the applicable percentage for the previous sentence will be five percent (5%) of the bargaining unit members in a building (rounded up to the nearest whole person), excluding long-term leaves of absence which exceed five (5) consecutive teacher work days. The five percent (5%) rule also applies the student day before and after Thanksgiving, Winter and Spring breaks. Approval will be on a first-come/first-served basis, as approved by the building principal or designee and by the central office administration.

2. Normally, a personal leave request must be presented, in writing, twenty-four (24) hours in advance of its being taken. If an emergency situation exists, the twenty-four (24) hour period and the ten percent (10%) or five percent (5%) limitation may be waived.
3. Unused personal leave may be accumulated up to five (5) days beginning in the 2017-2018 school year. No more than three (3) consecutive personal days may be used in any contract year. No more than five (5) total days may be used in any contract year.
4. The teacher shall have the option of one of the following:
 - a. converting unused personal days to sick leave days, or;
 - b. may be reimbursed for up to three (3) personal days at the casual substitute rate per day, or;
 - c. roll-over a maximum of two (2) personal days to the next contract year.

The bargaining member must provide written petition to the Treasurer of the Board by the final teacher work day. Checks will be sent out not later than the first pay in July.

5. For proration purposes, a teacher hired during the first sixty (60) days of the school year on regular contract shall have three (3) days of personal leave that school year; a teacher hired from the sixty-first (61st) to one hundred twentieth (120th) day shall have two (2) days of personal leave that school year; a teacher hired on or after the one hundred twenty-first (121st) day shall have one (1) day of personal leave that school year.

ARTICLE 14

Professional Leave

At least one (1) professional day per year per teacher shall be approved in accordance with the written policy established by the Board, when approval does not adversely affect the overall education process, and sufficient funds are available in the budget.

ARTICLE 15

Sabbatical Leave

A teacher, upon written request to the Board, may be granted up to one (1) school year with part pay and insurance benefits as though he or she were not on leave. The request shall be submitted by April 1 of the preceding school year for which the leave is requested unless the Superintendent or his/her designee waives this requirement. Sabbatical leave is designed to encourage the improvement of instruction, supervision, and administration and may be granted with the following provisions:

- A. To be eligible the teacher must have completed five (5) years of service in the Olentangy Local School District.
- B. The teacher shall submit a written plan of professional improvement to the Superintendent. Such plan shall be approved by the Superintendent prior to Board approval. Within sixty (60) days upon return from sabbatical leave, the teacher shall file a written report with the Superintendent indicating the use of leave as proof that the plan of professional improvement was followed.
- C. No more than three (3) teachers shall be granted sabbatical leave at a given time. Teachers requesting a sabbatical leave will be notified as to the approval or disapproval of leave within thirty (30) days of the date of submission of the request. At the time of notification, the teacher will be notified of the amount of salary to which he/she would be entitled if not on leave.

The part salary received while on leave shall be the difference between the teacher's regular salary for the next school year and the salary of the teacher employed for the teacher on leave. Such payment will be made according to one of the regular payroll plans beginning with the first paycheck of the school year in which the leave commences.

- D. A year of sabbatical leave shall not count as a year on the salary schedule, but will count for purposes of length of service in the District which will count as employment/service for purposes of Article 27.

- E. An additional sabbatical leave may be applied for in accordance with the provisions of this Article after an additional five (5) years of service in the District subsequent to the previous sabbatical leave.
- F. As a condition of being granted sabbatical leave, the teacher must agree to teach in the Olentangy system for a period of at least one (1) year upon returning from leave. Failure to do so will require the teacher to refund to the Board all payments, including fringe benefits, received from the Board during the leave period. Such refund shall be made within a four (4) month period of time beginning with the first full month said teacher was to have returned to duty. Such time limit may be extended by agreement of the Board with a request by the teacher to do so. If the teacher fails to complete the approved plan, full reimbursement of Board paid benefits will be required.
- G. Teachers returning from sabbatical leave will where possible be returned to the same or similar assignment held prior to such leave. The teacher who is certified in more than one area will, to the extent possible, be returned to a position in the same area of certification held prior to the leave.

ARTICLE 16

OTA Partnership

- A. The Board, when requested by the OTA President, will provide professional leave for the members of the Olentangy Teachers Association (OTA) to attend Association conferences/business, not to exceed a combined total of sixteen (16) days. The OTA Negotiations Team may also use paid leave days for the actual time of negotiation sessions. When negotiation sessions are held during the school day substitute teachers will be provided for the OTA team.
- B. The Board will provide the President of the Association with release time under the following conditions:
 - 1. The Association President shall be entitled to full-time release.
 - 2. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the President would have been entitled if working full-time.
- C. The Board will provide the Treasurer of the Association with release time under the following conditions:
 - 1. If the Association Treasurer's building is organized on a class period schedule, the Association Treasurer's schedule shall have two (2) fewer

class periods than he/she would have been assigned if not Association Treasurer.

2. If the Association Treasurer's building is not organized on a class period schedule, the Superintendent or designee and Association Treasurer shall attempt to arrange a job share or some other arrangement comparable to an assignment reduction as in C.1., above.
3. The Association Treasurer will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which the Association Treasurer would have been entitled if working full-time.

D. 1. Under Section B of this Article, if a teacher is employed to replace the OTA President on leave, the Association will reimburse the Board for those days that are used by the President at the rate of pay for the replacement's pro-rata share of salary, STRS and average insurance cost based on a BA-0 teacher placement on the salary schedule. Release time under paragraph B for the Association President will be continued into the succeeding school year only if the Association notifies the Board of such by no later than June 1.

2. Under Section C of this Article, if a teacher is employed to replace the OTA Treasurer on leave, the Association will reimburse the Board for 1/4th of teacher's salary based on a BA-0 teacher placement on the salary schedule. Release time under paragraph C for the Association Treasurer will be continued into the succeeding school year only if the Association notifies the Board of such by no later than June 1.

E. Any extended time, supplemental contract position, or stipend position held by the Association President/Treasurer shall not be subject to the release time provisions of this Section.

F. Release time taken shall count as employment/service in the District for purposes of advancement on the salary schedule and for length of service in the district.

G. Consistent with Ohio Administrative Code Rule 3307-6-01, the amounts paid as compensation to the Association's officers under their contract(s) of employment with the Board for service to the Association during any release time under Sections (A), (B), and (C) above shall constitute teaching service for purposes of Chapter 3307 of the Ohio Revised Code. This section (G) shall not have the effect of the Board paying Association officers or STRS more than the Board would have been obligated to pay to the officers or to STRS pursuant to the officers' individual contracts with the Board issued in accordance with O.R.C. 3319.08.

ARTICLE 17

Length of Teacher Day

- A. The regular on-duty teacher work day shall not exceed seven (7) hours and forty (40) minutes, except when an emergency situation requires the teacher to stay longer. No regular teacher work day will start before 7:15 a.m. or end after 4:05 p.m. All teachers contracted for at least six (6) hours per day shall receive a minimum of two hundred (200) minutes of planning, conference and evaluation time per week. Teachers who are contracted for more than three and one-half (3.5) hours per day shall receive planning, conference and evaluation time pro rata to the two hundred (200) minutes weekly for full-time seven (7) hour and forty (40) minute teachers. Also, a duty-free lunch period of at least thirty (30) minutes will be provided daily during the cafeteria hours of operation only to teachers who are contracted for more than three and one-half (3.5) hours daily.
- B. Elementary. Each week, elementary teachers shall be provided with two hundred (200) minutes of planning, conference and evaluation time. Planning time must occur:
- daily;
 - during the student day; and
 - in blocks of no less than thirty (30) minutes. If necessary, one (1) twenty-five (25) minute block is permissible per week.

Grade level teachers shall also be provided one (1) additional fifty (50) minute collaborative grade level planning period per week.

Playground, recess, lunch and bus duties and the like shall be equitably distributed or rotated among teachers in a building. Assistance to teachers who have such duties by persons outside the bargaining unit shall be provided at a level as solely determined by the Superintendent or his/her designee. If the proposed or current schedule does not allow adequate blocks of time for planning within the weekly two-hundred (200) minutes, the Building Scheduling Committee may request that the schedule be reviewed within five (5) workdays and the building principal and the scheduling committee will agree to an appropriate solution.

- C. Middle School. All teachers contracted for at least six (6) hours per day shall have at least forty (40) minutes each student day for planning, conferences and evaluation. All grade level teachers (math, social studies, science, reading, and language arts) shall have a daily team planning period. The daily team planning period shall be used for curriculum purposes among the team members, however, administrators may collaborate with team members during team planning to direct the curriculum discussion and decisions of the team. Home base is assigned to teachers as appropriate. Home base is not considered a preparation and shall be relationship building/interest based rather than curriculum based.

- D. High School. All teachers contracted for at least six (6) hours per day shall have at least one (1) full period each student day for planning, conferences and evaluation.

It is the intent of the joint Collaboration Committee for all teachers to have collaborative time built into the teacher workday each week. Exceptions to this may include traveling teachers and teachers assigned more than six (6) classes. The joint committee will work to eliminate these exceptions in future plans. The joint Collaboration Committee will establish an ongoing plan for collaborative time. By March 1 of each year, either the OTA or the Administration may give written notice to the other party of their intent not to participate in collaboration time for the following school year.

- E. Staff meetings shall not be scheduled outside of the teacher workday with the exception of one meeting per semester, if needed, for middle/high school. If this meeting option is utilized for middle/high school said meeting must be scheduled with at least forty-eight (48) hour notice, including the agenda, and the meeting shall not exceed sixty (60) minutes in length.
- F. Each building will develop a district-approved contingency plan for insufficient substitute coverage and share the plan with staff. The Superintendent or designee shall work with the Association President to create and monitor solutions for situations of insufficient substitute coverage.
- G. Teachers shall not be assigned to more than three (3) buildings per day.

ARTICLE 18

Length of School Year

- A. Effective with the 2018-2019 school year, the school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including the equivalent of seven (7) workdays without students. In addition, and with reasonable notice, the teaching staff may be required to attend up to three (3) additional school events (each not to exceed four [4] hours in length) per school year which are pertinent to the building in which they teach the majority of the time. These events could occur within two (2) days prior to or following the student school year.

The workdays without students shall be:

1. The equivalent of at least one (1) day at the beginning of the school year of uninterrupted teacher time.

2. The equivalent of one (1) day at the beginning of the school year of administratively-driven curriculum time.
3. One (1) administratively-driven curriculum workday as determined by the administration.
4. One (1) uninterrupted teacher day at the end of each academic quarter.

- B. Effective with the 2019-2020 school year and thereafter, the school year shall not exceed one hundred eighty-five (185) days, excluding one (1) orientation day for new teachers, and including the equivalent of eight (8) workdays without students. In addition, and with reasonable notice, the teaching staff may be required to attend up to three (3) additional school events (each not to exceed four [4] hours in length) per school year which are pertinent to the building in which they teach the majority of the time. These events could occur within two (2) days prior to or following the student school year.

The workdays without students shall be:

1. The equivalent of at least two (2) days at the beginning of the school year of uninterrupted teacher time.
2. The equivalent of one (1) day at the beginning of the school year of administratively-driven curriculum time.
3. One (1) administratively-driven curriculum workday as determined by the administration.
4. One (1) uninterrupted teacher day at the end of each academic quarter. At the principal's discretion, up to two (2) hours of these days may be used for staff meetings or professional development.

C. Elementary Open House

Elementary teachers shall have a late start to accommodate the "meet the teachers/open house" from 4:00 p.m. – 6:00 p.m. on the 2nd uninterrupted work day.

In exchange for the open house schedule adjustment, the last elementary student day of the school year shall be a two-hour early student dismissal day to accommodate two hours of uninterrupted teacher time.

- D. Upon request by the administration of specific teachers, those teachers may volunteer to work during the school year or in the summer on curriculum-related activities. The days and activities will be determined by the administration with reasonable notice to the teachers who are requested. Each teacher involved will be paid for such days at his or her per diem rate, not to exceed the per diem rate of 1.6145 times the BA Base divided by one hundred eighty-five (185) days.

ARTICLE 19

Notification of Teaching Assignment

All teachers will be notified of their schedule or grade level assignment for the next school year by July 15. The administration will send electronic notice of the change to the teacher (and preferably at the same time or prior to that notice by telephone or in-person conversation) within at least two administration work days of the final decision to change the assignment.

ARTICLE 20

Jury Duty

The Board shall pay a teacher called for jury duty his regular rate of pay. The teacher shall not be required to remit payment from the Court to the School District Treasurer.

ARTICLE 21

Vacancies, Transfers and Reassignments

A. Definitions

1. A job opening/vacancy is any newly created position or a position which becomes vacant due to death, resignation, retirement, termination, non-renewal, a leave of absence of one (1) or more years, reassignment, or transfer that the Board determines to fill.
2. A reassignment is an assignment of a teacher to another subject area or grade level for the majority of the teacher's assignment or the addition of building(s) to the teacher's schedule.
3. A transfer is a change from one building to another building on a full-time basis.

B. Posting/Notification

1. As soon as the administration determines that a job opening exists within the bargaining unit, the administration will post such openings electronically.
2. During the summer months, the administration will maintain a list of all vacancies on a daily basis by means of a job "hot line" or website.

3. The posting and/or notification of an opening will include the building(s) of assignment and the grade level(s) and/or subject area(s) to be taught, if known.
4. No opening will be filled for at least five (5) calendar days after posting during the school year.
5. Teachers wishing to apply for any posted vacancy shall submit an electronic application.
6. Vacancies which occur during the school year will be filled on a temporary basis for the remainder of the school year.

C. Voluntary Transfers/Reassignments

1. Any bargaining unit member who has requested a transfer/reassignment will be given consideration for the position prior to a final decision to hire an outside applicant.
2. Normally, teachers on an improvement plan will not be eligible for transfers. Exceptions to this policy will be made on an individual basis at the discretion of the Superintendent/designee.
3. Final assignment will be made by the building principal.
4. All teachers requesting a transfer/reassignment will be notified electronically regarding the outcome.
5. Administrators will give reasons for any denial of a requested transfer or reassignment of a teacher if requested.

D. Involuntary Transfer/Reassignment

1. An involuntary transfer or reassignment of a teacher shall be made in the best interest of the School District and not be made for arbitrary or capricious reasons. Prior to the implementation/notification of an involuntary transfer or reassignment, a conference will be held between the teacher and the Superintendent or designee concerning the pending involuntary transfer/reassignment. If requested, a written notification with reasons shall be delivered to the teacher following said meeting. An involuntary transfer/reassignment of a teacher will occur only after the appropriate administrator has considered filling the position by each of the following methods:
 - a. A voluntary transfer or reassignment; or

- b. By making a part-time teacher full-time.
- 2. No teacher will be transferred into a position for which he/she is not certified/licensed.

E. New Building Assignments

All bargaining unit positions available in a new building shall be posted and filled in accordance with the provisions of this Article.

ARTICLE 22

Religious Leave

- A. A teacher may be absent, with pay, on a day identified through established tradition and doctrine by a duly constituted religious body as a religious holiday, provided the religious body has established that in order to properly observe such day, no work should be performed on the day and provided the employee is an active member of the religious body.
- B. Requests for such absence shall be made in writing to the Chief Operations Officer at least ten (10) school days prior to the holiday. Where the holiday occurs less than ten (10) school days after the beginning of the school year, the request shall be submitted on or before the end of the second work day of the school year.
- C. Such absence shall not exceed one (1) day during a school year.

ARTICLE 23

Fair Dismissal Policy

- A. 1. Before a recommendation for non-renewal may be taken to the Board, the teacher shall be granted a conference with the principal and the local Superintendent. The teacher shall be notified of such conference at least twenty-four (24) hours in advance and shall be allowed to bring a person of the teacher's choice to said meeting. The Board reserves the right to have legal counsel present at all conferences. Written reasons based on the evaluations completed in accordance with Article 8 and plans for improvement or other documented facts pertinent to those evaluations or written reasons based on documentation of an incident(s) shall be given at this time. The evaluations completed and the plans for improvement must be for the current school year.

2. Non-renewal of a teacher's contract by the Board (if the teacher has served under a limited contract of two (2) or more years' duration) may only be for willful or persistent violation of reasonable regulations of the Board, for inefficiency based on Article 8 above, or for other good and just cause.
 3. The teacher who has completed a multi-year contract in the District may appeal the non-renewal to the final step in the grievance procedure (Article 9). Teachers who have not completed a multi-year contract of employment or re-employment in the District cannot challenge the Board's action of non-renewal provided the provisions of Article 8 are met.
- B. In the case of a teacher whose contract may not be renewed for the following year, the teacher in question must have been evaluated in accordance with the evaluation procedure (Article 8 (A)(1)) of this Agreement. If the teacher in question is not evaluated in accordance with that evaluation procedure, a teacher in the first two (2) years of employment will receive a one (1) year contract. All teachers in the second year and beyond will be issued a contract in accordance with Article 32 (Contract Sequence) of this Agreement. This section does not apply to teachers initially hired and non-renewed in conformity of Article 25.
- C. In unforeseen or extenuating circumstances the evaluation procedure can be revised with the mutual agreement of the Superintendent and OTA President.
- D. This Article 23 supersedes and replaces O.R.C. 3319.111, the references in O.R.C. 3319.11 to O.R.C. 3319.111, and O.R.C. 3319.11 (G) (1-7).

ARTICLE 24

Discipline/Reprimands

A. **General**

No teacher shall be disciplined in writing or reprimanded in writing except for legitimate reasons. Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the teacher, pertinent administrator(s) and an available representative of the teacher's choice. Non-renewal or termination of a teacher's contract (with or without suspension under O.R.C. 3319.16) will not be considered discipline or a reprimand under this Agreement and cannot be the subject of a grievance. No teacher shall be disciplined solely on the basis of an anonymous complaint.

B. **Progressive Discipline**

1. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be

bypassed case-by-case depending upon the seriousness of the offense and all relevant surrounding circumstances. The normal progressive sequence is:

- a. Documented warning;
- b. Written reprimand;
- c. Suspension without pay not to exceed ten (10) workdays (by Superintendent/designee);
- d. Termination (with or without a suspension pending the resolution of termination proceedings) in accordance with Section 3319.16 of the Ohio Revised Code and any related statutes.

Starting with the written reprimand in the above sequence, discipline will be for just cause.

2. Any disciplinary action, except for documented warnings and termination proceedings under Section 3319.16 of the Ohio Revised Code, is subject to review under the grievance procedure appearing in Article 9 of this Agreement.

ARTICLE 25

Late Employment and Non-renewal

Teachers hired in August or anytime during the school year shall automatically be non-renewed in April without written reasons. Teachers hired at such time will be given a copy of this contract language. All other assistance given to first-year teachers will be given to the above-mentioned teachers.

ARTICLE 26

Reduction in Force

- A. A reduction in force (RIF) of teachers may occur by reason of decreased enrollment of pupils, for financial reasons in conjunction with reduction of other current operating expenses and after at least one (1) levy failure, return to duty of regular teachers after leaves of absence, or by reason of suspension of schools or territorial changes affecting the District. This Article supersedes and replaces O.R.C. 3319.17 in its entirety.

- B. The Superintendent shall notify the OTA of the specific reasons for, and the nature of, any anticipated staff reductions no less than twenty (20) calendar days prior to Board action on a reduction in force.
- C. The Board shall not act on any proposed staff reductions until after the OTA has had an opportunity to present its views to the Board.
- D. When a reduction in staff is deemed unavoidable, such reduction shall not be carried out until the beginning of the following school year, unless the reduction results from the resignation of a staff member.
- E. If, after the OTA has presented its views, it is deemed necessary by the Board to reduce staff, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure (Article 8) of this Agreement then within the teaching field of assignment in the following sequence:
 - 1. The Board shall handle all staff reductions first through normal attrition;
 - 2. First-year limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District
 - 3. Second-year or more limited contract teachers shall be reduced by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation
 - c. When evaluations are comparable, by lowest seniority in the School District
 - 4. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:
 - a. Licensure/Certification
 - b. Competency as determined by formal evaluation

- c. When evaluations are comparable, by lowest seniority in the School District.

F. Displacement Rights

A teacher who is to be suspended and who holds a valid certificate/license in one (1) or more teaching fields other than his/her current assignment, may elect to displace the unit member with a comparable or lesser rated evaluation who has the least seniority in all areas of certification/licensure held by such teacher provided that member has less seniority. The teacher electing to displace another teacher shall displace the least senior teacher, and shall not be afforded the option of choosing a preferable position of a less senior teacher. In no case shall a teacher serving under a limited contract be allowed to displace a teacher serving under a continuing contract.

G. Recall Rights

1. When the administration determines to fill a vacancy, the Board shall give written notice of recall by registered or certified letter and electronically, if possible, to teachers with "comparable evaluations" as defined in Article 8, giving preference first to continuing contract teachers then to the most senior teacher on the recall list at the last known address who holds the certificate or license for the position according to the then-current records of the Human Resources Department. It shall be the responsibility of each teacher to notify the Chief Operations Officer of any change of address or additional licenses.
2. Within ten (10) calendar days of receipt of a written offer to return to employment, the teacher shall notify the Chief Operations Officer of his/her acceptance or rejection of the position by replying in writing. Any teacher who fails to respond within ten (10) calendar days or who declines the position will forfeit all recall rights. After July 10 the teacher shall respond in writing to the written offer within five (5) calendar days.
3. Teachers returning to employment after a RIF shall resume their previous contract status. All rights related to salary, fringe benefits, and seniority shall be fully restored.
4. Recall rights shall continue for two (2) school years for teachers undergoing RIF who are under limited contract. Recall rights shall continue indefinitely for teachers undergoing RIF with continuing contract status. A reduction in force (RIF) will be considered over when all persons on the RIF list have been contacted for re-employment and have either accepted or rejected the offer.

5. The District will provide letters of recommendation on behalf of teachers whose contracts are suspended in a RIF, and will give first consideration to such teachers requesting to substitute in the District.
6. If an offer of recall occurs during a school year and the teacher is employed in another school district, the teacher may accept recall effective with the beginning of the next succeeding school year. The District will use temporary employees to cover the vacant position for the remainder of the year in which the vacancy occurred.

ARTICLE 27

Seniority

- A. Seniority shall be computed from the date of a teacher's continuous, uninterrupted employment with Olentangy Local Schools.
- B. Teachers with continuing contracts shall be deemed senior to all teachers on limited contracts.
- C. Seniority shall continue to accrue for all time a member is on active pay status, on an approved leave of absence, including disability retirement for up to five (5) years, and while a teacher is on the recall list.
- D. When seniority is equal, the tie shall be broken as follows:
 1. Length of total years of teaching experience which shall include all years of prior teaching service outside the District for which the teacher has provided written verification from previous employer(s);
 2. Date of employment by the Board (date of Board meeting at which member was hired);
 3. If shown on the face of the applications of all affected teachers, date application for employment was received by central office;
 4. By competency as determined by formal evaluation.
- E. The Chief Operations Officer shall post the seniority list electronically by October 1 of each school year. The list will include seniority, certification/licensure, and type of contract, and indicate any teachers who are on the recall list. Teachers shall notify the Association President and the Chief Operations Officer in writing by October 15 of any alleged errors in the list. The Chief Operations Officer and the Association President by November 1 shall make any corrections needed and agree on the accuracy of the list. The revised list then will be electronically posted.

The list may not be challenged by grievance or otherwise after November 1. The Board, OTA and teachers shall rely exclusively on the seniority list finalized by November 1 of the current school year, with respect to teaching fields of Licensure/certification as well as seniority, in carrying out a reduction in force and exercising displacement rights.

ARTICLE 28

Personnel Files

The personnel file of each teacher shall be maintained in the office of the Board. Material can only be put in the file by the teacher or appropriate administrator.

A teacher shall have access to his personnel file upon reasonable request. The request must be in writing. All access requests shall be made to the Chief Operations Officer.

All materials placed in the personnel file of a teacher shall include a notation of the date the item was placed in the file and the dated signature of the administrator placing the entry into the file. The professional staff member shall be given a copy of any documented disciplinary action at the time it is placed in his file. Pursuant to Chapter 1347 of the Ohio Revised Code, all materials in the file shall be accurate, relevant, timely, and appropriate as determined by the Superintendent.

A member shall be notified within two (2) business days of a request, excluding authorized District personnel, to see a bargaining unit member's personnel file.

ARTICLE 29

School Calendar

A. Tentative School Calendar

A tentative school calendar will be distributed to the teachers at least thirty (30) days prior to its adoption by the Board. During this period the teachers may submit suggestions or an alternative calendar to the Superintendent for consideration by the Board.

B. Parent-Teacher Conferences

Parent-Teacher Conferences will be scheduled as follows:

Each building will establish a Parent-Teacher Conference Committee, ideally consisting of a minimum of five (5) certified staff members.

By March 1 of each calendar year, the building Parent-Teacher Conference Committee, in partnership with the building administration, will schedule conferences for the 1st and 2nd semesters of the following school year. If a consensus cannot be reached by the committee, the final decision will be made by the OTA President and Superintendent/designee.

Teachers will have the day before Thanksgiving and one additional contractual day off in exchange for work completed outside of the school day.

ARTICLE 30

Local Professional Development Committee

A. Purpose

A local professional development committee (LPDC) shall be established, in accordance with R.C. 3319.22, to determine whether professional development that a teacher proposes to complete meets the requirements of the Ohio Department of Education rules on licensure.

B. Committee Composition and Selection

1. The committee shall be composed of ten (10) members, as follows:
 - a. Six (6) teachers; and
 - b. Four (4) representatives appointed by the Superintendent or designee.
2. Teacher members who wish to be considered for the committee shall submit their interest in writing for review and selection by the Committee. Annual stipends under one (1) shall be prorated for teachers serving partial years.
3. Clerical assistance approved by the Committee shall be provided.

C. Term of Office

1. The term of office for the teacher members serving on the committee shall be unlimited. The appointees of the Superintendent or designee shall serve at his or her will.
2. Vacancies: if a vacancy of a teacher member occurs, teacher members who wish to be considered for the committee shall submit their interest in writing for review and selection by the committee.

D. Chairperson

The Committee chairperson shall be determined by a majority vote of the full Committee. The LPDC Committee chairperson shall be granted a half-day professional day on each scheduled meeting day.

E. Decision Making

For LPDC purposes, a quorum shall be fifty percent (50%) of the Committee composition total. Decisions shall be made by majority vote of the full Committee membership. Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

F. Appeals Process

If the professional staff member or any four (4) members of the staff are not in agreement with the decision of the LPDC, the first (1st) step of appeal will be reconsideration by the Committee. During this appeal process, the professional staff member will present evidence or justification for the coursework/training/outside activities that are under question to the Committee. The Committee will then rule after this reconsideration process. If the professional staff member is still in disagreement with the decision of the LPDC, the appeal then moves on to a three-person panel consisting of the Superintendent or designee, the Association President and a third (3rd) member to be selected by the appealing professional. At this appeal level, the professional may again present justification to the three-person panel. The three-person panel decision will be in writing, with explanation as to reasons for acceptance or denial of the appeal. The decision of this three-person panel will be final. The Superintendent or designee shall determine appeals involving non-bargaining unit members.

G. Training

The LPDC shall consider and recommend training of Committee members to the Superintendent or designee. The Committee shall also recommend the terms and financial arrangements on which the training shall be conducted. This training shall be in addition to any other professional development for which the member is entitled under the Master Agreement.

H. Meetings

The Committee will meet as often as deemed necessary by the members to complete their work. The Committee may schedule work sessions on paid release time with approval of the Superintendent or designee. Presentations of IPDP's shall be scheduled after school hours to accommodate bargaining unit members.

No later than September 30 of each year the Committee shall post their meeting schedule in each building. Additional meetings may be scheduled as needed. The Committee meetings shall be conducted under Robert's Rules of Order.

I. Compensation

The teacher members of the Committee shall be paid in Group 8 of the Supplemental Salary Schedule. For purposes of Supplemental Salary Schedule placement, all members shall be granted between zero (0) and ten (10) years' of service credit on the schedule based on experience. The LPDC Committee chair will receive an additional \$500.00 stipend per year. Reimbursement shall be made for all time spent in meetings and all other committee work outside the teacher's assigned duties. In addition, teachers shall be granted up to two (2) paid release days to fulfill committee responsibilities.

J. Committee Responsibility

The Committee's responsibility shall include the approval of Individual Professional Development Plans (IPDP) for all certified/licensed employees whose certificate/license is due for renewal/upgrade/conversion. The Committee shall also maintain a file of each certified/licensed employee containing IPDP's, transcripts, outside activities, training or other areas deemed necessary by the Committee.

K. Master Agreement Compatibility

The LPDC shall have no authority to supersede any article of the items of Agreement between the Board and the Association or to engage in collective bargaining.

ARTICLE 31

Master Teacher Committee

A. Establishment of Master Teacher Committee

A master teacher committee shall be established for the purpose of designating teachers in the building/district as a master teacher.

B. Selection of the Master Teacher Committee Members

The master teacher committee shall be comprised of seven (7) members with the majority being of practicing teachers.

The teacher members shall be appointed by the OTA President. The representatives of the Superintendent shall be appointed by him/her and serve at-will.

The OTA shall determine the length of the term of office for the teacher member of this committee.

Vacancies: if a vacancy of a teacher member occurs during the term, the OTA President will appoint a similar representative to serve the duration of the term.

Under no circumstances is the involvement in the activities of the master teacher committee to be used for adverse employment decisions by the employer.

C. Master Teacher Committee Operational Procedures

The master teacher committee shall determine the location and number of committee meetings.

The master teacher committee members shall jointly establish its Plan of Operation for the appropriate designation of a master teacher including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. The Superintendent/designee shall receive ten (10) days advance written notice of the committee's meetings and shall be allowed to attend.

D. Training and Compensation

As determined by the master teacher committee, the association master teacher committee members shall be provided on-going training by the employer to ensure consistent application of the master teacher criteria.

The master teacher members shall be provided release time in order to perform their master teacher committee duties, if the Superintendent or designee and the OTA President mutually agree to meet during the school day.

E. Facility, Equipment and Support Services

The master teacher committee shall be provided with adequate and secure space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

The master teacher committee shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the master teacher operating procedures.

F. Master Teacher Committee Appeals Procedure

The master teacher committee shall determine its own appeals procedure.

The master teacher committee appeals procedure is not subject to the grievance/arbitration procedure outlined in the collective bargaining agreement.

ARTICLE 32

Contract Sequence

- A. Subject to subsection (D) below, the limited contract sequence will be as follows:

<u>Contract Number</u>	<u>Length of Contract</u>
1	1 year
2	1 year
3	2 years
4 and all subsequent contracts	3 years

Contracts will be renewed as indicated above.

- B. Five (5) Year Contract

A five (5) year contract may be granted to the teacher who is considered to be an exceptional teacher and has taught in the District for at least seven (7) years. To be considered for a five (5) year contract the teacher must request such in writing to his/her principal by October 1. If a five (5) year contract is not issued, the teacher will be provided with written reasons, based on evaluations or other documented facts, directed at his/her professional growth.

Teachers who previously received five (5) year contracts will be eligible for new contracts of the same length.

- C. Continuing Contracts

If a teacher has taught five (5) continuous years in the District he/she may be issued a continuing contract. Those teachers who have attained continuing contract status elsewhere and have taught two (2) continuous years in the District may be issued a continuing contract. Other requirements for eligibility for a continuing contract are governed by O.R.C. 3319.08(D):

A teacher who is eligible may apply for a continuing contract once during the term of a limited contract. If a continuing contract is not issued, the current limited contract shall remain in effect for its duration.

Any teacher eligible for a continuing contract must notify his/her building Principal and the Department of Human Resources by October 1 prior to the contract recommendations being made the following year in April. (Example: October 1, 1995 for April 1996 recommendations.) If the building Principal and the Department of Human Resources are not notified, continuing status will not be granted.

The appropriate certificate/license must be on file, or state department verification of such is forthcoming, by April 1.

D. Contract Length

Upon recommendation of the Superintendent, the Board may grant a contract of lesser length. The teacher will be provided with written reasons directed at his/her professional growth for the issuance of a probationary contract of one or two years. This subsection (D) does not apply to the option to grant a one- or two-year limited contract to teachers who are eligible for a continuing contract, which is governed by R.C. 3319.11(B&C).

ARTICLE 33

Class Size/Teaching Load

- A. Elementary: Student-to-teacher ratios shall be 24:1 (K-5) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library). No teacher in grades K-5 shall be assigned more than two hundred (200) minutes per week of non-instructional duty, which includes but is not limited to supervision of students before the student day begins, lunch duty, recess duty, and bus duty. However, music and physical education teachers assigned less than fifteen hundred (1,500) instructional minutes may be given additional duty above the two hundred (200) minutes not to exceed two hundred fifty (250) minutes.

A sufficient number of special teachers will be employed so as to provide each student in grades 1-5 with a combined total of at least two hundred (200) minutes of art, music, and physical education per week (K at least one hundred [100] minutes per week, as long as there are half-time students).

1. No art, music or physical education teacher shall be assigned more than fifteen hundred (1,500) instructional minutes per week.

Middle School: Student-to-teacher ratios shall be 25:1 (6-8) (excluding world languages, health/physical education, art, industrial technology, family and consumer science, computer technology, counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No middle school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library) or assigned more than six (6) classes (not including home base) and one (1) non-instructional duty in grades 6-8 per day. Home base is not to be considered a preparation in an assignment. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 6-8 teacher affected will be compensated at his per diem rate per period of 6-8 affected time (one-eighth [1/8] additional salary of eight [8] period day).

High School: Student-to-teacher ratios shall be 25:1 (9-12) (excluding counselors, nurses, psychologists, band, choir, music, strings, special education, and library).

No high school teacher shall have more than four (4) preparations at any one time (excluding band, choir, music, strings, special education, library, and visual arts) or assigned more than six (6) classes and one (1) non-instructional duty in grades 9-12 per day. If needed to cover duties, an additional duty can be scheduled by reducing the instructional class assignments to five (5). If this is not possible, each 9-12 teacher affected will be compensated at his per diem rate per period of 9-12 affected time (one-eighth [1/8] additional salary of eight [8] period day).

- B. Student-to-teacher ratios will be calculated by grade level K-5 and by subject area 6-8, 9-12 per day. All calculations will be based on enrollment figures as of October 1 of each school year.

C. Librarians

One (1) full-time, certified librarian will be employed per library per high school building, per middle school building, and per elementary building. In the event of a levy failure and a reduction in force occurs the district may employ one (1) librarian per two (2) elementary buildings. One (1) full-time aid will be employed per library per high school building, middle school building.

D. Guidance Counselors

One (1) full-time guidance counselor will be employed per each integral multiple of three hundred fifty (350) students per each high school building, each middle school building, and per each integral multiple of four hundred fifty (450) students per elementary building.

E. Nurses

The current level of staffing for nurses of seven and one-half (7.5) can only be reduced through attrition; the district is under no obligation to hire additional staff to maintain that level of 7.5. In the event of a levy failure and a Reduction in Force occurs the district may apply Article 26, Reduction In Force.

F. An inquiry into class size concerns will be initiated if one of the following occurs:

1. A teacher feels there is an inequity in class size and/or distribution at a level or course; or,
2. There are specific concerns with regard to the educational needs of specific students, space, or safety.

The inquiry shall be jointly led by the OTA President/designee and Administration. The inquiry and discussion of possible remedies shall be completed within five (5) workdays from the receipt of the notice and a written notification of the inquiry along with an explanation of District action will be issued to the teacher. The OTA President will be given enrollment reports as they are released to Human Resources (occurring no less than once per month).

ARTICLE 34

Digital and Alternative Learning Environments

A. **Digital and Alternative Learning - General**

The purpose of alternative learning environments is to offer students a variety of learning opportunities either within or outside of the traditional classroom. Any method of obtaining a grade or credit by means other than traditional course completion in a traditional classroom environment shall be considered digital/alternative learning environments and subject to this provision.

The purpose of this committee is to collaboratively explore the natural evolution of learning through proactively seeking out effective and efficient alternative learning opportunities to meet student needs while providing teachers with a fair work environment.

- B. The superintendent/designee and OTA President shall appoint up to five (5) members each to the committee.
- C. The committee shall be provided release time during the school day to perform their duties.
- D. Association members shall not be involuntary transferred or assigned to alternative learning environments which require teaching courses outside of a traditional classroom, or teaching students off the school district's property.

ARTICLE 35

Teacher Dress

The teachers and administration shall jointly agree to a standard of dress for the teaching staff.

ARTICLE 36

Mentor Program

A. Definitions

1. Mentor Teacher – A consulting teacher who will provide formative assistance to a resident educator following the guidelines and protocols of the Ohio Resident Educator Program.
2. Resident Educator – A teacher who is employed under a valid resident educator license, alternative resident educator license of any type, or a one-year out of state educator license.
3. Plan Teacher – A teacher currently working under an administrative improvement plan who requests a mentor (if the Superintendent or designee concurs).
4. Contact – An informal meeting between a mentor and a resident educator.
5. Visitation – An observation of the resident educator or mentor while classroom teaching is taking place.

B. Mentors and Lead Mentors

Mentors - will be selected and assigned by mutual agreement of the building principal and an OTA representative. Mentors shall be paid \$500 for each mentoring assignment. This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year.

Lead Mentors – will be selected and assigned by mutual agreement of the OTA President or designee and the Superintendent or designee.

There shall be one (1) lead mentor for grades K-5 and one (1) lead mentor for grades 6-12. The program will be coordinated by the two (2) lead mentors and two (2) administrators (one elementary and one secondary) appointed by the Superintendent or designee. The lead mentors and administrators will develop,

implement and evaluate the program each year. Lead mentors will be paid \$1,500 per year. This compensation will be paid in two (2) equal installments, one (1) installment at the end of the first semester and one (1) installment at the end of the school year. Lead mentors shall not have a mentee.

ARTICLE 37

Communicable Diseases

- A. In order to protect the health and safety of the students, staff and the community at-large, it is necessary to control the spread of contagious disease. Contagious diseases shall include, but not be limited to, smallpox, diphtheria, scarlet fever, HIV positive and AIDS, mumps, whooping cough, herpes, measles, rubella, typhoid fever, strep and staph infections.

In each case related to this concern, due process requirements, procedural safeguards and confidential treatment of information as permitted by law will be adhered to according to applicable federal, state and local ordinances, statutes and regulations.

Decisions concerning exclusion and/or restriction of a teacher and the disclosure of information should be made on a case-by-case basis. The employer shall not discharge any teacher nor otherwise discriminate against any teacher with respect to wages, hours, terms, or other conditions of employment on the basis of the fact that such teacher has contracted a chronic communicable disease.

- B. Reports of Suspected Carriers.

All reports of suspected carriers shall be directed to the Superintendent.

All reports of suspected carriers shall be in writing and shall identify the person(s) making the report and shall note the reasons why the reported teacher is suspected of being a carrier.

- C. Testing Criteria

No teacher shall be required to submit to a medical evaluation without determination of cause for said evaluation. Determination shall be made by a tri-partite panel which shall be final and binding on the parties.

The tri-partite panel shall be a physician selected by the employer, the teacher's personal physician, and a third party selected by the county health department. The third party shall act as chairman of the panel and shall serve in that capacity for all subsequently convened panels.

The tri-partite panel shall conduct a due process hearing to determine whether there is probable cause for the medical evaluation of a teacher. Within ten (10) calendar days after the conclusion of the due process hearing, the panel shall render a written determination and the rationale to the Superintendent and the teacher.

In the event that a health risk becomes apparent and may affect any or all teachers, as determined by a physician in the appropriate public health district, the employer, with concurrence of the OTA or at the request of the teacher, shall be permitted to bypass the tri-partite panel and immediately provide for the examination and/or immunization of any or all teachers to prevent the spread of the disease.

All costs of the tri-partite panel shall be borne by the employer.

D. Medical Evaluation

Within ten (10) calendar days after a determination has been rendered substantiating probable cause for medical evaluation or if a teacher voluntarily submits to a medical evaluation, a medical review team comprised of (1) a physician specializing in the contagious disease in question, (b) a physician from the appropriate public health district, and (c) the physician designated by the Superintendent as the employer's physician shall be convened by the Superintendent to conduct a medical evaluation of the teacher's condition. The medical review team shall provide for the examination of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

The report rendered by the medical review team shall be restricted to an evaluation of the teacher's medical condition and shall clearly provide:

1. Whether or not the teacher has been infected with a chronic communicable disease as alleged in the report to the Superintendent. If so, then the medical review team shall determine:
 - a. Whether or not the teacher's current medical condition imposes a substantial health risk to others in the school environment and the rationale for the finding. In making that determination, the medical review team shall consider:
 - (1) The nature of the risk of the teacher's medical condition (how the disease is transmitted);
 - (2) The duration of the medical condition (how long is the carrier infectious);
 - (3) The severity of the risk of the medical condition (what is the potential harm to third parties);

- (4) The probability the disease will be transmitted and will cause varying degrees of harm; and
- (5) Whether or not the teacher is otherwise qualified to remain in his current job. "Otherwise qualified" means that the teacher is able to meet all of the job requirements in spite of the teacher's medical condition.

All costs of the medical evaluation shall be borne by the employer.

E. Reasonable Accommodation

Within five (5) calendar days of receipt of a medical evaluation report indicating that a teacher's current medical condition imposes a substantial health risk to others in the school environment or prevents the teacher from performing all of the teacher's job requirements, the Superintendent shall provide written notification to the teacher specifying what action the employer shall take to reasonably accommodate the teacher's disabling condition.

Any attempt to reasonably accommodate the teacher's disabling condition shall not violate the existing contract. If the proposed accommodation would violate the contract, the employer shall meet with appropriate representatives of the OTA to negotiate a reasonable accommodation.

Any dispute regarding whether the employer has made a reasonable accommodation or whether the proposed accommodation is in compliance with the contract shall be subject to the final step of the grievance procedure.

F. Elimination of Health Risk

Whenever a teacher's health is at risk due to possible exposure to a communicable disease, the employer shall take the measures necessary to eliminate the health risk. The employer's action shall be in compliance with this Article of the contract.

If elimination of the health risk requires a teacher to be immunized, the cost of the teacher's immunization shall be borne by the employer.

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract.

G. Disability Retirement

Subsequent to the determination that temporary or permanent removal of a disabled teacher is justified, the employer shall support the teacher's application for disability retirement, if the teacher elects to make such application.

H. Education

The employer shall implement education programs for all school teachers, students and the school community regarding chronic communicable diseases and their transmission. The purpose of such programs shall be to reduce irrational fears regarding the diseases and their transmissions within the school environment.

ARTICLE 38

Procedure to Resolve Parent/Teacher Disagreements

Whenever a complaint is made directly to the Board as a whole, a Board member as an individual, the Superintendent, Principal or other administrator, it will be referred to the appropriate building administrator. A teacher who is the object of a complaint will be informed as soon as possible.

A. Step No. 1 - Direct Conversation

If a parent or community member (complainant) has a disagreement or misunderstanding with a teacher, the complainant should address the concern to the specific teacher directly involved with the circumstances surrounding the concern. The staff member will meet with them as soon as possible, but in no case longer than five (5) calendar days after the teacher has been notified of the concern (subject to change by mutual agreement).

B. Step No. 2 - Fact and Possible Resolution

If the complainant or the teacher is not satisfied with the outcome of Step No. 1, or the complainant or teacher is unwilling to meet independent of an administrator, a meeting with the teacher, appropriate administrator, and complainant will be arranged at a mutually convenient time, but in no case more than five (5) calendar days after the meeting in Step No. 1. This step is to be informal and verbal.

No further action will be taken beyond Step No. 2, unless the complainant submits in writing a signed and dated statement of facts giving rise to this concern, the name of the teacher involved, and the remedy sought.

C. Step No. 3 - Formal Process

If a complainant's concern is not satisfactorily resolved at either the first or second level, the complainant should then refer this concern to the Superintendent in writing. At that time another meeting will be arranged at the convenience of the complainant and staff member directly concerned, but in no case more than ten (10) calendar days (subject to change by mutual agreement). The staff member has the right to be at all meetings with or without a representative as he/she so determines.

Copies of the disposition will be sent to the Board.

D. Dispositions

Dispositions at Step 3 will be sent in writing to all parties within ten (10) calendar days of the meeting with reasons stated.

E. Repeat Concerns

If a complainant believes there has been a repeat of the previous concern, they may go directly to Step No. 3 - "Formal Process."

F. Relation to Other Procedures

This Article does not limit or affect the actions or procedures available to the administration and/or Board based on an investigation of alleged misconduct and an administrative or Board conclusion based on that investigation that action adverse to the teacher is warranted. Any such action against the teacher is subject to applicable laws and other articles of this Agreement.

ARTICLE 39

Assault of a Teacher

A. Procedure Concerning Student

1. If a teacher is physically/verbally assaulted by a student, the student will immediately be removed from the classroom and escorted to the office. Such removal and escort will be done by an administrator in the case of a physical assault, if available. The administrator will confer with the teacher before deciding the appropriate discipline. If a student is removed from the building by an administrator, the student will not be allowed to return to school until a conference is held involving the student, student's parents, teacher(s) involved in the assault, and administrators in charge. A classroom behavior contract will be developed at this conference. If the

teacher is not satisfied with the administrator's decision, he/she may appeal in writing to the Superintendent or Superintendent's designee. The Superintendent or designee shall hear the appeal within forty-eight (48) hours of the teacher's request for an appeal, and a written decision will be rendered within twenty-four (24) hours of the hearing. This Article does not require action by teachers, the administration or Board that would be contrary to requirements of federal law.

2. If in a prosecution or juvenile delinquency proceeding, or in a civil action by the student or parents/guardians against the District or any of its employees arising from the assault incident, the teacher is subpoenaed as a witness, the teacher shall be released from his/her regular duties at full pay and benefits to comply with the subpoena.

B. Assault Leave for Teachers

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off-premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written

statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.

- c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
 - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
4. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. §§4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

ARTICLE 40

Development and Revision of Instructional Programs

- A. It is understood that an effective school district is one in which ideas and suggestions flow freely without fear of reprisal or vindictive responses. When development or revision of instructional programs is necessary, those teachers who will be involved in implementing the outcome of that work will be provided with additional time during the teacher work day to conduct this task, given release time to conduct this task, or will be paid at their per diem rate. No curriculum/program development or revision will occur without teacher input and involvement in the decision making process. After the first (1st) year of implementation, the program will be evaluated by those teachers involved in the new or revised program. Such evaluation will be presented to the Superintendent.
- B. The educational rules, regulations, and procedures dealing with curriculum and educational programs for the District will be jointly developed by teachers and administrators. Before a decision will be finalized, such outcomes shall be presented to the Superintendent and the Board when appropriate.
- C. The District will establish a Professional Development Committee comprised of three (3) administrators appointed by the Superintendent and three (3) teachers

appointed by the OTA President. The Committee will provide input and advice to the administration on professional development opportunities for all staff in the District. The Committee will recommend timelines for implementation of new programs.

ARTICLE 41

Job Sharing

- A. Job sharing is defined as the duties and responsibilities of one (1) specific teaching assignment being voluntarily shared by two (2) teachers for a specific length of time.
- B. Job-sharing partnerships must last through one (1) full school year.
- C. A teacher shall become eligible for job sharing after completing three (3) years of employment at the Olentangy Local Schools.
- D. To be considered for job sharing, the interested teachers must annually submit a proposal no later than March 1. The proposal must address:
 - 1. How they will share a full-time equivalent position, which may include either an AM-PM or alternate day split;
 - 2. In the case of a self-contained classroom, how their educational philosophies are compatible;
 - 3. How faculty meetings, field trips, IEP meetings, professional development days, and other professional obligations will be addressed.
 - 4. A commitment that both teachers will attend parent conferences.
 - 5. A commitment that both teacher will attend full-day professional development sessions in their entirety.
- E. The salary of the job-sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs in accordance with the teachers' written proposal.
- F. As defined by Article 50 of this Agreement, both job-share partners are eligible for benefits. Each teacher's benefits will be equivalent to the percentage of the job that the teacher performs in accordance with the written proposal. The Board will pay no more than the appropriate percentage of the employee's selected health plan for each job-share partner. In no case will the total insurance fringe benefit cost for both teachers exceed that of the more senior teacher if he/she were full-time with family coverage.

- G. Teachers shall acquire one (1) year's seniority for each year of job-sharing work.
- H. Each job share partner will substitute in the absence of the other to reduce the number of teacher changes in the classroom over the day or the week. Exceptions to this requirement may be granted by the Superintendent or designee. Substituting done by either partner in a job share, including substituting for the job-share partner, shall be at the current job share partner's per diem.
- I. Upon dissolution of the job partnership, each job-sharing teacher shall be guaranteed a full-time position for which she/he is certified within the District. If no full-time position is open, the team will remain intact until such time as a position is available. The individual with the most District seniority shall have first choice of positions available including the job-sharing position.
- J. The opportunity to apply for job share shall be available in every building in the District. Written job share proposals shall be reviewed and approved or disapproved by the Chief Operations Officer. Any job-share rejection shall be accompanied by a written document stating the reasons for the denial. All applicants will be notified on or before April 1 of the approval or denial of their proposal. Neither the teacher(s) nor the Association may challenge denial/disapproval of a job-sharing proposal by grievance, unfair labor practice charge or otherwise.

ARTICLE 42

Mileage

All Board-approved mileage will be reimbursed at a rate equivalent to that established by the IRS each year.

ARTICLE 43

Traveling Teachers

Sufficient time will be allotted so that any teacher who is required to travel from one building to another will not leave a class while still in session nor arrive at a class already in session. The teacher will be reimbursed for his mileage at a rate equivalent to that established by the IRS each year.

A traveling teacher who believes they do not have "sufficient time" to travel between buildings shall notify their supervisor in writing that they would like an investigation to determine if there is enough "sufficient time" allowed for their travel. There shall be a joint (OTA President/designee and Administration) investigation that will be completed within

five (5) workdays from receipt of the notice. If the parties are still in dispute as to whether there is "sufficient time", the teacher may file a grievance that shall go directly to expedited arbitration.

ARTICLE 44

Issuing Contracts – Supplemental

- A. Supplemental contracts will be issued within twenty (20) business days of following Board action. All required forms/documents must be completed and returned to the Human Resources Department before payment will be made. Seasonal supplemental contracts will be paid in one (1) payment at the completion of the season.

Annual supplemental contracts will be paid in two (2) equal installments: one (1) at the end of the first semester and one (1) upon completion.

- B. All teachers with supplemental contracts involving the collection or expenditure of money are required to attend a procedures meeting with the Treasurer's office before beginning their supplemental duties.

ARTICLE 45

Evaluation of Supplemental Contracts

All teachers who are issued supplemental contracts will be evaluated at least once by the athletic director, head coach or immediate supervisor during the time that this duty is being performed. Supplemental contracts shall automatically be non-renewed each year. This does not require action by the Board. Those teachers who have held a supplemental contract and are not offered that previously held supplemental may request written reason(s) or other documentation for the nonrenewal. The final decision for recommendations will rest with the administration. Non-renewal of supplemental contracts will not have any bearing on a teaching contract. Resignation of a regular teaching contract shall automatically cancel that teacher's supplemental contract(s).

ARTICLE 46

Salary Notices or Limited Teaching Contracts

No later than June 30, each staff member who is employed for the coming school year shall receive, with respect to each contract held, either a salary notice, if the contract is continuing, or a limited teaching contract in accordance with Section 3319.12 of the Ohio

Revised Code. The salary notice or limited teaching contract shall include at least the following information:

- A. Staff member's name;
- B. Annual salary;
- C. Basis for determining salary.

The Treasurer may postpone giving salary notices in a year in which there is bargaining about salaries for the next year if there is no settlement by June 15. After contract bargaining is concluded, the Treasurer shall issue salary notices within thirty (30) calendar days of Board approval of the contract.

ARTICLE 47

Teacher's Children Who Attend Olentangy Schools

- A. Non-Resident Teachers: For teacher's children, tuition shall be thirty percent (30%) of the amount determined pursuant to Ohio law. Once accepted, the children of teachers will be allowed to complete their education in the School District, as long as a parent remains a teacher of the School District, the teacher is the custodial parent, and the student complies with the student code of conduct. Also, the student must not be suspended or expelled from another District when admission is sought to Olentangy Local Schools.
- B. Resident Teachers: The Superintendent shall attempt, if requested in writing by the teacher, to assign the child(ren) of a teacher who resides in the District and who is the residential parent or guardian to the school to which the teacher requested. This includes the building in which he/she teaches. If the teacher is transferred voluntarily or involuntarily to another building, the teacher may request in writing that his/her children be reassigned to the teacher's building.

At the high school level, any enrollment or transfer pursuant to this Article will be subject to any athletic penalties established by OHSAA.

ARTICLE 48

Payroll

A. Payroll/Direct Deposit

A teacher shall be paid in twenty-four (24) installments per year by direct deposit. Pay-dates shall be the 10th and 25th of each month beginning September 10th of each school year.

B. Paydays on Non-Working Days

If a payday falls on a non-working day, the teacher will be paid the day before the regularly scheduled payroll date unless such day is a bank holiday, in which case teachers will be paid one (1) day earlier. Direct deposit notifications will be issued one (1) day before such payday.

C. OTA Member Fees

A teacher may request deduction of professional dues of the recognized OTA. Such authorization shall continue in effect until such a time that the Treasurer of the local OTA, or the teacher, gives written notice to the Treasurer of the Board to discontinue such deductions or the teacher's employment with the Board terminates.

Such deductions shall be made over a ten (10) month period, beginning with the first paycheck of that school year after September 1. All money so deducted shall be remitted to the Treasurer of the local OTA monthly, accompanied by a list of teachers for whom the deductions are made and the amount for each said teacher, provided at least ten (10) days' notice is given to the Treasurer.

D. Teacher Professional Organization Stipend

Upon written notification by the Association President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Olentangy Teachers Association and/or an affiliate of the Association. The request shall include name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amount to be paid for the work. The Association shall reimburse the Board for the amount of the supplemental contracts and the retirement contributions paid on behalf of the employee(s) at the times any such payments are made.

To comply with STRS rules, the employer and employee STRS contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary by 250 days.

E. Fair Share Fee

1. Payroll Deduction for Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Olentangy Teachers Association (OTA), a fair share fee for the Association's representation of such nonmembers during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share

Notice of the amount of the annual fair share fee, which shall not be greater than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board no later than September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall begin on the first (1st) pay date which occurs on or after January 15th annually. In the case of unit members newly hired after the beginning of the school year, the payroll deductions shall commence on the first (1st) pay date on or after the latter of:

- a. Sixty (60) days employment in a bargaining unit position, or
- b. January 15.

4. Transmission of Deductions

The Board further agreed to accompany each such transmittal with a list of the names of the unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the

bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Ohio Education Association (OEA) for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association on behalf of itself and the OEA and (National Education Association (NEA) agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give written notice within fifteen (15) workdays of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the Board;
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no defense or indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

F. Annuity Deductions

The District shall payroll deduct annuity contributions, if five (5) or more employees or at least one percent (1%) of all employees, whichever is greater, are enrolled; and the product vendor has agreed and signed an "Information Sharing Agreement." No teacher who was making annuity contributions through payroll deduction on July 1, 2005, will be disqualified from continuing such contributions based upon thresholds unless the product vendor will not agree and sign an "Information Sharing Agreement".

G. Fund for Children and Public Education Deductions

Teachers who are members of the OTA shall be granted payroll deductions for the Fund for Children and Public Education contributions (FCPE). A written authorization, signed by the teacher for payroll deduction shall be on a form provided by the Association and will be submitted to the Board's Treasurer by October 15. Deductions shall begin with the November 10 payroll. Written revocation of the authorization shall be filed with the Treasurer of the District and the President of the Association. The Association agrees to indemnify and hold the Board harmless against any and all claims that may arise from or by reason of action by the Board in reliance upon any authorization cards or written revocations submitted to the Treasurer.

ARTICLE 49

District Coordinator/Building Chair

Positions of District Department/Building Chairs have been established in the following areas:

Elementary:	Building Leadership Team (minimum of 3 and maximum of 5) Instructional Technology
Middle School:	Building Level Positions (6): Math Science Social Studies Language Arts Special Education Instructional Technology
High School:	Building Level Positions (11): Guidance Counselor Math Science Social Studies Language Arts Special Education Health/Physical Education/ Business/Family/Consumer Science Foreign Language Visual Arts/Industrial Technology Performing Arts Instructional Technology
District Level Positions (16):	ELL (K-12) Media (K-12) Gifted (K-12) Guidance (K-5) and (6-8) Visual Arts (K-5) and (6-8)

Performing Arts (K-5) and (6-8)
Physical Education (K-5)
Special Education (K-5) – 3 positions
Health/PE (6-8)
Foreign Language (6-8)
Diversity (K-12)

These positions shall be paid in Group 7 of the Supplemental Salary Schedule.

In addition to the responsibilities listed in the job description, district department and building chairs will be required to attend district forums to be conducted by the Curriculum Department annually to assist in the facilitation and articulation of the K-12 program.

Members of the Curriculum Department and/or building administrator will conduct annual evaluations and make recommendations for supplemental contract renewals to the personnel department for employment or re-employment in June.

Interviews will be conducted for all positions by the Curriculum Department and/or the building administrator if there is more than one (1) candidate for a position.

ARTICLE 50

Fringe Benefits/Benefit Options

A. Term Life Insurance

All bargaining unit members shall receive a \$60,000 term life insurance policy. The board shall pay 100% of the cost for full time employees and pro-rated for part-time teachers.

B. Liability Insurance

The Board will furnish liability insurance for teachers as provided under the Board's liability insurance policy.

C. Health Insurance

1. Section 125 Cafeteria Plan. The Board will maintain a "cafeteria plan" following guidelines of the Internal Revenue Code Section 125. Dates for election of coverage shall be determined by the Board.
2. Health Insurance. The Board shall contribute to the cost of the following total insurance premium coverages based upon the following:

Single Coverage – ninety percent (90%) of the premium when the teacher elects to participate in single HDHP medical, dental, and/or vision, eighty percent (80%) of the premium if enrolled in the PPO medical plan.

Family Coverage – eighty percent (80%) of the premium for family coverage when the teacher elects to participate in family medical, dental, and/or vision. Family coverage includes spouse and any dependent children.

3. High Deductible Healthcare Plan (HDHP) and Health Saving Account (HSA) Alternative

The HDHP benefits and deductibles are summarized per the description HDHP/HSA Plan, in Appendix E.

The deductible for single coverage for the HDHP will be no less than the IRS minimum annual deductible for family coverage. Preventive Care shall be pursuant to the terms of the Insurance Certificate.

A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six (6) months or twelve (12) months, or in a lump-sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

4. HSA Annual Funding

- a. The Board shall contribute to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for teachers with either the "single" or "family" coverage on the first payroll of January in the year the teacher initially enrolls in the High Deductible Health Plan (HDHP).
- b. The Board shall contribute annually to each Health Savings Account (HSA) a total of seventy percent (70%) of the deductible for teachers with either the "single" or "family" coverage. The Board contribution will be made semi-annually with 50% on the first payroll of January and 50% on the first payroll of July in years following initial enrollment in the High Deductible Health Plan (HDHP).

- c. Teachers eligible for coverage whose initial employment occurs after January 1 of a calendar year shall receive a pro rata amount of the Board contribution to his/her HSA.
- d. The Board contribution shall be reduced for a member of this bargaining unit, if necessary, so that the total Board contribution to the HSAs for such member and for his/her spouse in a year shall not exceed an amount equal to the sum paid for one family coverage plan, altogether where both the member and his/her spouse are employed by the Board and eligible to enroll in health insurance. This rule applies whether the spouse of the member is a member of the bargaining unit or not.
- e. Termination of employment for any reason terminates Board liability of HSA Contributions.
- f. The above amount shall be adjusted, as the deductibles will be adjusted, so the amounts do not violate IRS requirements.

5. Other Benefit Concerns

The Board's contribution to the cost of total major medical insurance premium coverages will be capped at the dollar amounts the Board is paying as of December 31, 2018. Thereafter:

- a. If the premium increases 0-12% in a year, the Board will pay 80% of the increase (90% of the increase for a single HDHP plan).
- b. If the premium increases more than 12% in a year, the Board will pay 80% of the first 12% increase (90% of the increase for a single HDHP plan) and 65% of any increase above 12% for the plan year.

6. Joint Committee

The Board of Education may change the health insurance plans and carrier, but such plans shall provide benefits and coverage at least equal to the Plan designs attached hereto in effect as delineated in Appendix E.

Effective October 1 of each year, a joint labor-management committee on insurance shall be formed. The committee shall be comprised of at least four (4) members designated by the OTA President and at least four (4) members designated by the Superintendent. This committee shall have the power to request and review Requests for Proposals (RFP) and Requests for Qualifications (RFQ). Additionally, this committee shall have the authority to evaluate, collect data, explore insurance options, and make recommendations to the parties they represent on changes to the insurance programs offered to employees. The Board of Education or its designee shall ensure all data requested by this committee is

provided in a timely and efficient manner. The committee will delineate a plan for the Board of Education, or its designee, to provide insurance education and resources annually to members.

7. Flexible Spending Accounts (FSA)

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA) for the payment of unit members' insurance(s) premium contributions, dental, vision, and dependent care expenses on a pre-tax basis. The cost assumed shall be borne by the Board.

D. Tutoring

Bargaining unit members who tutor students who are not assigned to them on their own time in accordance with Board policy shall be permitted, as a fringe benefit and non-salary compensation for their provision of services under this Negotiated Agreement, to use Board facilities for such tutoring free of any rental or fee charge.

ARTICLE 51

Supplemental Salary Schedule Provision

The salary schedule(s) and index(es) for supplemental contracts are included in Appendix D. The supplemental salary schedules are indexed to the teacher salary schedule(s), Bachelor's level with 0 years' experience, BA(0). Index for Salary Schedule(s) incorporated as Appendix C.

An Academic Supplemental Committee and an Athletic Supplemental Committee will be created prior to the start of the 2018-19 school year. The committee memberships will be determined by the OTA President and the Superintendent/designee. The committees will study the supplemental schedule and submit any recommended changes to the OTA President and Superintendent/designee for review and approval. Any changes shall be reduced to a Memorandum of Understanding (MOU) to be ratified by the membership and approved by the Board. Any changes will take effect at the beginning of the 2019-20 school year.

ARTICLE 52

Teacher Tuition Fund

A. Teachers are annually eligible for one of the following:

1. One graduate credit earned through Olentangy Professional Development Academy between July 1 and June 30 of each school year; or,

2. Reimbursement of up to \$135 per Section B. of this Article.
- B. Reimbursement in accordance with option 2, above:
1. Continued education reimbursement covers the following items:
 - a. Course work related to the field of the teacher's certification or course work that is required as part of a professional program or additional certification.
 - b. Professional education organization membership fees.
 - c. Licensure renewal fees (including background checks, child abuse detection training, CPR certification, Pupil Activity Supervisor Certificate, and fingerprinting).
 - d. Educational seminars related to the field of the teacher's certification.
 2. Teachers must be employed by the Board when continued education is completed and when reimbursement is made.
 3. Proof of teacher expense shall be presented to the OTA Treasurer between the final teacher work day and June 30 of each school year with:
 - a. A written request on a form as provided by the OTA Treasurer.
 - b. Proof of teacher expense may be a receipt, cancelled check, bank statement or student loan approval. For course work, this must include a copy of the tuition bill.
 - c. Copy of transcript must be submitted if coursework is submitted for reimbursement.
 4. Reimbursement will be made by August 31 when the BOE Treasurer's office receives documentation of teacher expense from the OTA Treasurer. Those teachers who do not submit all necessary documentation between the final teacher work day and June 30 will forfeit reimbursement for the current school year.
- C. Funds provided by colleges and universities through student teaching and field service agreements shall be used to offset the general fund for continued education expenses.

ARTICLE 53

Salary Schedule Provisions

A. General

Teachers with a bachelor's degree who have earned fifteen (15) semester hours after earning the bachelor's degree shall be placed on the bachelor's +15 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both, but must be reasonably related to the teacher's field(s) of instruction/administration and obtained through Olentangy Professional Development Academy or core coursework required in the pursuit of a masters or doctorate degree at an accredited university. Effective July 1, 1993, teachers with a bachelor's degree who have earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the bachelor's +30 hour column. The hours may be graduate hours, undergraduate hours, or a combination of both.

After obtaining a master's degree all additional course work must be at the graduate level to advance horizontally on the salary schedule, the hours must be reasonably related to the teacher's field(s) of instruction/administration and obtained through the Olentangy Professional Development Academy or core coursework required in pursuit of a masters or doctorate degree at an accredited university. In the event that coursework falls outside of the core requirements of a masters or doctorate degree at an accredited university or Olentangy Professional Development Academy it may be deemed appropriate in advance by the Superintendent/designee. Effective July 1, 2017, teachers with a doctorate degree shall be placed in the existing MA + 45 column on the Salary Schedules in the Appendices of this Negotiated Agreement.

Upon initial hire, a teacher shall be given up to ten (10) years, and may be given more than ten (10) years, experience credit for all years of teaching service in public or private schools or colleges accredited by a state or the U.S. Government including up to five (5) years of active military service in the armed forces of the U.S., to the maximum step provided on the salary schedule for bargaining unit members. No teacher employed as of December 31, 2001, on regular contract in the District shall have his or her years of experience on the salary schedule reduced.

Teachers will be required to provide satisfactory evidence for all years of teaching service in public or private schools, current valid certificate and official transcripts for all education for placement on the salary schedule from colleges accredited by a state and proof of U.S. Government service, if applicable. Payment on the new column will commence the first pay of the current contract period, provided the Treasurer receives satisfactory evidence on or before October 15 and will begin to be paid no later than two (2) full pay periods following receipt of the satisfactory evidence. Coursework evidence provided by October 15, 2008 shall be based on

the language of the 2007-2008 Negotiated Agreement if the coursework is completed successfully by June 30, 2008. Falsification of credentials and/or experience shall be grounds for immediate dismissal without recourse. Those teachers who do not submit all necessary documentation by October 15 will forfeit advancement to a higher column of the salary schedule for that school year.

B. Recognized Placement Criteria

Three (3) quarter hours shall equal two (2) semester hours.

One (1) year of teaching experience shall mean the teacher has provided service of one hundred twenty (120) days or more in any one school year.

C. Salary

1. Base.

Effective July 1, 2018, the base salary shall be \$40,420.

Effective July 1, 2019, the base salary shall be \$41,431.

Effective July 1, 2020, the base salary shall be \$42,467.

ARTICLE 54

New Schedule/Index

Salary Schedule

A. Salary Schedule(s) incorporated as Appendix B.

B. STRS "Pick-Up" Utilizing the Salary Reduction Method.

The Board agrees with the OTA to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the teachers under the following terms and conditions and in accordance with state law.

1. The amount to be "picked-up" on behalf of each teacher shall be equal to the amount required for contribution by the State Teachers Retirement System, based on the teacher's gross annual compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of state tax, federal tax and qualified tax sheltered annuities and teacher's share of contributions to the benefit plan.
2. The pick-up shall become effective February 1, 1984 and shall apply to all compensation including supplemental earnings thereafter.

3. Teachers are individually responsible for reviewing the relationship between the “pick-up” and their other tax deferral arrangements, if any.

ARTICLE 55

Employment of Previously Retired Teachers

The Board may fill any certified vacancy with a previously retired certificated/licensed applicant subject to the conditions provided below.

- A. Previously Retired Teachers (PRTs) shall be awarded one-year contracts of employment that shall automatically expire at the end of the each school year without requirement for any performance evaluation and without any notice of non-renewal.
- B. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- C. For purposes of Reduction in Force, PRTs shall have no right of recall.
- D. PRTs are eligible for sick leave accumulation up to a total of thirty (30) days commencing with the first year of reemployment, excluding eligibility to contribute to and participate in the sick leave bank. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- E. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- F. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- F. For purposes of salary schedule placement, a previously retired teacher may be granted between zero (0) and ten (10) years' service credit upon initial reemployment. If rehired for the following year, the teacher shall not move to the next longevity step on the salary schedule column.
- H. PRTs shall not be entitled to participate in the District's group insurance plans. However, to the extent that PRTs are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- I. Article 52, Continued Education, reimbursement will not be provided to PRTs.
- J. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

ARTICLE 56

Severability/Contrary to Law

Every teacher will have all privileges provided by state statutes except as changed by the provisions of this contract.

If a court or regulatory/administrative agency with proper jurisdiction determines that any provision or application of this agreement is invalid or is in conflict with state minimum standards either party may request in writing that negotiations be opened, but only with respect to the provision or application declared to be in conflict. The parties shall meet to attempt to renegotiate said provision within thirty (30) calendar days after receipt of the request unless mutually agreed otherwise. If an agreement has not been reached within forty-five (45) days the provisions of Article 7 of this Agreement will be implemented. All provisions other than those declared to be in conflict shall remain in full force and effect.

ARTICLE 57

Complete Agreement

A. Entire Agreement

This Agreement supersedes and cancels all previous agreements between the Board and the OTA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing.

B. Waiver of Negotiations

Except as specifically provided in this contract, the board and the OTA waive the right to negotiate further with respect to matters specifically covered in this Agreement.

C. Academic Distress Statute

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions.

ORC Section 3302.10 will have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the district and until the Superintendent of Public Instruction notifies the district that the district is subject to the provisions of ORC Section 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this

Agreement intact. Furthermore, the Association and its members reserve all rights to challenge the constitutionality of ORC 3302.10, wither on its face or as applied.

APPENDIX A

OLENTANGY LOCAL SCHOOL DISTRICT
Grievance Report Form

Grievance # _____

Name of Grievant _____

Building _____

Level I - Formal Grievance
Immediate Supervisor

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance (including the specific Article(s) and Section(s) of the Agreement alleged to have been violated):

C. Relief Sought:

Signature of Grievant _____

Date_____

Signature of Principal _____

Date_____

Level II - Formal Grievance
Superintendent

A. Signature of Grievant _____ Date_____

B. Date Submitted to Superintendent _____

C. Disposition of Superintendent/Designee:

Signature of Superintendent/Designee_____ Date_____

Level III - Formal Grievance
Submission to Arbitration

A. Signature of Grievant_____ Date_____

B. Date Submitted to Arbitration _____

C. Signature of OTA Officer or Representative_____

Date: _____

APPENDIX B

Salary Schedule
July 1, 2018 through June 30, 2019

BA Base Salary \$40,420

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 PhD/EdD
0	\$ 40,420	\$ 42,037	\$ 43,249	\$ 45,654	\$ 47,918	\$ 50,181	\$ 52,445
1	\$ 42,110	\$ 43,771	\$ 45,008	\$ 47,615	\$ 49,919	\$ 52,384	\$ 54,850
2	\$ 43,799	\$ 45,505	\$ 46,766	\$ 49,575	\$ 51,919	\$ 54,587	\$ 57,255
3	\$ 45,489	\$ 47,239	\$ 48,524	\$ 51,536	\$ 53,920	\$ 56,790	\$ 59,660
4	\$ 47,178	\$ 48,973	\$ 50,282	\$ 53,496	\$ 55,921	\$ 58,993	\$ 62,065
5	\$ 50,557	\$ 52,441	\$ 53,799	\$ 55,456	\$ 57,922	\$ 61,196	\$ 64,470
6	\$ 52,247	\$ 54,175	\$ 55,557	\$ 57,417	\$ 59,923	\$ 63,399	\$ 66,875
7	\$ 53,936	\$ 55,909	\$ 57,316	\$ 59,377	\$ 61,923	\$ 65,602	\$ 69,280
8	\$ 55,626	\$ 57,643	\$ 59,074	\$ 61,337	\$ 63,924	\$ 67,805	\$ 71,685
9	\$ 57,316	\$ 59,377	\$ 60,832	\$ 63,298	\$ 65,925	\$ 70,007	\$ 74,090
10	\$ 59,005	\$ 61,111	\$ 62,590	\$ 65,258	\$ 67,926	\$ 72,210	\$ 76,495
11	\$ 60,695	\$ 62,845	\$ 64,349	\$ 67,218	\$ 69,927	\$ 74,413	\$ 78,900
12	\$ 62,384	\$ 64,579	\$ 66,107	\$ 69,179	\$ 71,927	\$ 76,616	\$ 81,305
13	\$ 64,074	\$ 66,313	\$ 67,865	\$ 71,139	\$ 73,928	\$ 78,819	\$ 83,710
14	\$ 65,763	\$ 68,047	\$ 69,623	\$ 73,100	\$ 75,929	\$ 81,022	\$ 86,115
15	\$ 67,453	\$ 69,781	\$ 71,382	\$ 75,060	\$ 77,930	\$ 83,225	\$ 88,520
16	\$ 69,142	\$ 71,515	\$ 73,140	\$ 77,020	\$ 79,931	\$ 85,428	\$ 90,925
17	\$ 70,832	\$ 73,249	\$ 74,898	\$ 78,981	\$ 81,931	\$ 87,631	\$ 93,330
18	\$ 72,522	\$ 74,983	\$ 76,657	\$ 80,941	\$ 83,932	\$ 89,833	\$ 95,735
19	\$ 74,211	\$ 76,717	\$ 78,415	\$ 82,901	\$ 85,933	\$ 92,036	\$ 98,140
20	\$ 75,901	\$ 78,451	\$ 80,173	\$ 84,862	\$ 87,934	\$ 94,239	\$ 100,545
22	\$ 79,280	\$ 81,919	\$ 83,690	\$ 85,460	\$ 88,597	\$ 94,987	\$ 101,656
25	\$ 80,549	\$ 85,383	\$ 87,800	\$ 90,217	\$ 95,056	\$ 99,890	\$ 104,728
29	\$ 81,357	\$ 86,192	\$ 88,609	\$ 91,026	\$ 95,864	\$ 100,698	\$ 105,537

APPENDIX B

Salary Schedule **July 1, 2019 through June 30, 2020**

BA Base Salary \$41,431

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 PhD/EdD
0	\$ 41,431	\$ 43,088	\$ 44,331	\$ 46,796	\$ 49,116	\$ 51,437	\$ 53,757
1	\$ 43,163	\$ 44,866	\$ 46,133	\$ 48,806	\$ 51,167	\$ 53,695	\$ 56,222
2	\$ 44,895	\$ 46,643	\$ 47,936	\$ 50,815	\$ 53,219	\$ 55,953	\$ 58,687
3	\$ 46,626	\$ 48,420	\$ 49,738	\$ 52,825	\$ 55,269	\$ 58,211	\$ 61,152
4	\$ 48,358	\$ 50,198	\$ 51,540	\$ 54,834	\$ 57,320	\$ 60,469	\$ 63,617
5	\$ 51,822	\$ 53,753	\$ 55,145	\$ 56,843	\$ 59,371	\$ 62,727	\$ 66,082
6	\$ 53,554	\$ 55,530	\$ 56,947	\$ 58,853	\$ 61,421	\$ 64,985	\$ 68,548
7	\$ 55,286	\$ 57,307	\$ 58,749	\$ 60,862	\$ 63,472	\$ 67,243	\$ 71,013
8	\$ 57,017	\$ 59,085	\$ 60,551	\$ 62,872	\$ 65,523	\$ 69,501	\$ 73,478
9	\$ 58,749	\$ 60,862	\$ 62,354	\$ 64,881	\$ 67,574	\$ 71,758	\$ 75,943
10	\$ 60,481	\$ 62,640	\$ 64,156	\$ 66,890	\$ 69,625	\$ 74,016	\$ 78,408
11	\$ 62,213	\$ 64,417	\$ 65,958	\$ 68,900	\$ 71,676	\$ 76,274	\$ 80,873
12	\$ 63,945	\$ 66,194	\$ 67,760	\$ 70,909	\$ 73,726	\$ 78,532	\$ 83,338
13	\$ 65,676	\$ 67,972	\$ 69,563	\$ 72,919	\$ 75,777	\$ 80,790	\$ 85,804
14	\$ 67,408	\$ 69,749	\$ 71,365	\$ 74,928	\$ 77,828	\$ 83,048	\$ 88,269
15	\$ 69,140	\$ 71,526	\$ 73,167	\$ 76,937	\$ 79,879	\$ 85,306	\$ 90,734
16	\$ 70,872	\$ 73,304	\$ 74,969	\$ 78,947	\$ 81,930	\$ 87,564	\$ 93,199
17	\$ 72,604	\$ 75,081	\$ 76,772	\$ 80,956	\$ 83,981	\$ 89,822	\$ 95,664
18	\$ 74,336	\$ 76,859	\$ 78,574	\$ 82,966	\$ 86,031	\$ 92,080	\$ 98,129
19	\$ 76,067	\$ 78,636	\$ 80,376	\$ 84,975	\$ 88,082	\$ 94,338	\$ 100,594
20	\$ 77,799	\$ 80,413	\$ 82,178	\$ 86,984	\$ 90,133	\$ 96,596	\$ 103,060
22	\$ 81,263	\$ 83,968	\$ 85,783	\$ 87,598	\$ 90,813	\$ 97,363	\$ 104,199
25	\$ 82,564	\$ 87,519	\$ 89,996	\$ 92,474	\$ 97,433	\$ 102,388	\$ 107,348
29	\$ 83,392	\$ 88,347	\$ 90,825	\$ 93,303	\$ 98,262	\$ 103,217	\$ 108,176

APPENDIX B

Salary Schedule **July 1, 2020 through June 30, 2021**

BA Base Salary \$42,467

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45 PhD/EdD
0	\$ 42,467	\$ 44,166	\$ 45,440	\$ 47,966	\$ 50,345	\$ 52,723	\$ 55,101
1	\$ 44,242	\$ 45,988	\$ 47,287	\$ 50,026	\$ 52,447	\$ 55,037	\$ 57,628
2	\$ 46,017	\$ 47,809	\$ 49,134	\$ 52,086	\$ 54,549	\$ 57,352	\$ 60,155
3	\$ 47,792	\$ 49,631	\$ 50,982	\$ 54,145	\$ 56,651	\$ 59,666	\$ 62,681
4	\$ 49,567	\$ 51,453	\$ 52,829	\$ 56,205	\$ 58,753	\$ 61,981	\$ 65,208
5	\$ 53,118	\$ 55,097	\$ 56,524	\$ 58,265	\$ 60,855	\$ 64,295	\$ 67,735
6	\$ 54,893	\$ 56,919	\$ 58,371	\$ 60,324	\$ 62,957	\$ 66,609	\$ 70,262
7	\$ 56,668	\$ 58,740	\$ 60,218	\$ 62,384	\$ 65,059	\$ 68,924	\$ 72,788
8	\$ 58,443	\$ 60,562	\$ 62,066	\$ 64,444	\$ 67,162	\$ 71,238	\$ 75,315
9	\$ 60,218	\$ 62,384	\$ 63,913	\$ 66,503	\$ 69,264	\$ 73,553	\$ 77,842
10	\$ 61,993	\$ 64,206	\$ 65,760	\$ 68,563	\$ 71,366	\$ 75,867	\$ 80,369
11	\$ 63,768	\$ 66,028	\$ 67,607	\$ 70,623	\$ 73,468	\$ 78,182	\$ 82,896
12	\$ 65,544	\$ 67,850	\$ 69,455	\$ 72,682	\$ 75,570	\$ 80,496	\$ 85,422
13	\$ 67,319	\$ 69,671	\$ 71,302	\$ 74,742	\$ 77,672	\$ 82,811	\$ 87,949
14	\$ 69,094	\$ 71,493	\$ 73,149	\$ 76,802	\$ 79,774	\$ 85,125	\$ 90,476
15	\$ 70,869	\$ 73,315	\$ 74,997	\$ 78,861	\$ 81,876	\$ 87,440	\$ 93,003
16	\$ 72,644	\$ 75,137	\$ 76,844	\$ 80,921	\$ 83,978	\$ 89,754	\$ 95,530
17	\$ 74,419	\$ 76,959	\$ 78,691	\$ 82,981	\$ 86,081	\$ 92,068	\$ 98,056
18	\$ 76,194	\$ 78,781	\$ 80,539	\$ 85,040	\$ 88,183	\$ 94,383	\$ 100,583
19	\$ 77,969	\$ 80,602	\$ 82,386	\$ 87,100	\$ 90,285	\$ 96,697	\$ 103,110
20	\$ 79,745	\$ 82,424	\$ 84,233	\$ 89,159	\$ 92,387	\$ 99,012	\$ 105,637
22	\$ 83,295	\$ 86,068	\$ 87,928	\$ 89,788	\$ 93,083	\$ 99,797	\$ 106,805
25	\$ 84,628	\$ 89,707	\$ 92,247	\$ 94,786	\$ 99,870	\$ 104,949	\$ 110,032
29	\$ 85,478	\$ 90,557	\$ 93,096	\$ 95,636	\$ 100,719	\$ 105,798	\$ 110,881

APPENDIX C

Salary Index **July 1, 2018 through June 30, 2021**

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45 PhD / EdD
0	1.0000	1.0400	1.0700	1.1295	1.1855	1.2415	1.2975
1	1.0418	1.0829	1.1135	1.1780	1.2350	1.2960	1.3570
2	1.0836	1.1258	1.1570	1.2265	1.2845	1.3505	1.4165
3	1.1254	1.1687	1.2005	1.2750	1.3340	1.4050	1.4760
4	1.1672	1.2116	1.2440	1.3235	1.3835	1.4595	1.5355
5	1.2508	1.2974	1.3310	1.3720	1.4330	1.5140	1.5950
6	1.2926	1.3403	1.3745	1.4205	1.4825	1.5685	1.6545
7	1.3344	1.3832	1.4180	1.4690	1.5320	1.6230	1.7140
8	1.3762	1.4261	1.4615	1.5175	1.5815	1.6775	1.7735
9	1.4180	1.4690	1.5050	1.5660	1.6310	1.7320	1.8330
10	1.4598	1.5119	1.5485	1.6145	1.6805	1.7865	1.8925
11	1.5016	1.5548	1.5920	1.6630	1.7300	1.8410	1.9520
12	1.5434	1.5977	1.6355	1.7115	1.7795	1.8955	2.0115
13	1.5852	1.6406	1.6790	1.7600	1.8290	1.9500	2.0710
14	1.6270	1.6835	1.7225	1.8085	1.8785	2.0045	2.1305
15	1.6688	1.7264	1.7660	1.8570	1.9280	2.0590	2.1900
16	1.7106	1.7693	1.8095	1.9055	1.9775	2.1135	2.2495
17	1.7524	1.8122	1.8530	1.9540	2.0270	2.1680	2.3090
18	1.7942	1.8551	1.8965	2.0025	2.0765	2.2225	2.3685
19	1.8360	1.8980	1.9400	2.0510	2.1260	2.2770	2.4280
20	1.8778	1.9409	1.9835	2.0995	2.1755	2.3315	2.4875
22	1.9614	2.0267	2.0705	2.1143	2.1919	2.3500	2.5150
25	1.9928	2.1124	2.1722	2.2320	2.3517	2.4713	2.5910
29	2.01280	2.13240	2.19220	2.25200	2.37170	2.49130	2.61100

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE
July 1, 2018 through June 30, 2019

Base: \$40,420

Step	Group 1	\$
0	0.1300	\$5,255
1	0.1350	\$5,457
2	0.1400	\$5,659
3	0.1450	\$5,861
4	0.1500	\$6,063
5	0.1550	\$6,265
6	0.1600	\$6,467
7	0.1650	\$6,669
8	0.1700	\$6,871
9	0.1750	\$7,074
10	0.1800	\$7,276

Step	Group 2	\$
0	0.1200	\$4,850
1	0.1250	\$5,053
2	0.1300	\$5,255
3	0.1350	\$5,457
4	0.1400	\$5,659
5	0.1450	\$5,861
6	0.1500	\$6,063
7	0.1550	\$6,265
8	0.1600	\$6,467
9	0.1650	\$6,669
10	0.1700	\$6,871

Step	Group 3	\$
0	0.1000	\$4,042
1	0.1050	\$4,244
2	0.1100	\$4,446
3	0.1150	\$4,648
4	0.1200	\$4,850
5	0.1250	\$5,053
6	0.1300	\$5,255
7	0.1350	\$5,457
8	0.1400	\$5,659
9	0.1450	\$5,861
10	0.1500	\$6,063

Step	Group 4	\$
0	0.0800	\$3,234
1	0.0850	\$3,436
2	0.0900	\$3,638
3	0.0950	\$3,840
4	0.1000	\$4,042
5	0.1050	\$4,244
6	0.1100	\$4,446
7	0.1150	\$4,648
8	0.1200	\$4,850
9	0.1250	\$5,053
10	0.1300	\$5,255

Step	Group 5	\$
0	0.0700	\$2,829
1	0.0750	\$3,032
2	0.0800	\$3,234
3	0.0850	\$3,436
4	0.0900	\$3,638
5	0.0950	\$3,840
6	0.1000	\$4,042
7	0.1050	\$4,244
8	0.1100	\$4,446
9	0.1150	\$4,648
10	0.1200	\$4,850

Step	Group 6	\$
0	0.0600	\$2,425
1	0.0650	\$2,627
2	0.0700	\$2,829
3	0.0750	\$3,032
4	0.0800	\$3,234
5	0.0850	\$3,436
6	0.0900	\$3,638
7	0.0950	\$3,840
8	0.1000	\$4,042
9	0.1050	\$4,244
10	0.1100	\$4,446

Step	Group 7	\$
0	0.0500	\$2,021
1	0.0550	\$2,223
2	0.0600	\$2,425
3	0.0650	\$2,627
4	0.0700	\$2,829
5	0.0750	\$3,032
6	0.0800	\$3,234
7	0.0850	\$3,436
8	0.0900	\$3,638
9	0.0950	\$3,840
10	0.1000	\$4,042

Step	Group 8	\$
0	0.0400	\$1,617
1	0.0425	\$1,718
2	0.0450	\$1,819
3	0.0475	\$1,920
4	0.0500	\$2,021
5	0.0525	\$2,122
6	0.0550	\$2,223
7	0.0575	\$2,324
8	0.0600	\$2,425
9	0.0625	\$2,526
10	0.0650	\$2,627

Step	Group 9	\$
0	0.0300	\$1,213
1	0.0325	\$1,314
2	0.0350	\$1,415
3	0.0375	\$1,516
4	0.0400	\$1,617
5	0.0425	\$1,718
6	0.0450	\$1,819
7	0.0475	\$1,920
8	0.0500	\$2,021
9	0.0525	\$2,122
10	0.0550	\$2,223

Step	Group 10	\$
0	0.0200	\$808
1	0.0210	\$849
2	0.0220	\$889
3	0.0230	\$930
4	0.0240	\$970
5	0.0250	\$1,011
6	0.0260	\$1,051
7	0.0270	\$1,091
8	0.0280	\$1,132
9	0.0290	\$1,172
10	0.0300	\$1,213

Step	Group 11	\$
0	0.0100	\$404
1	0.0110	\$445
2	0.0120	\$485
3	0.0130	\$525
4	0.0140	\$566
5	0.0150	\$606
6	0.0160	\$647
7	0.0170	\$687
8	0.0180	\$728
9	0.0190	\$768
10	0.0200	\$808

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE July 1, 2019 through June 30, 2020

Base: \$41,431

Step	Group 1	\$
0	0.1300	\$5,386
1	0.1350	\$5,593
2	0.1400	\$5,800
3	0.1450	\$6,007
4	0.1500	\$6,215
5	0.1550	\$6,422
6	0.1600	\$6,629
7	0.1650	\$6,836
8	0.1700	\$7,043
9	0.1750	\$7,250
10	0.1800	\$7,458

Step	Group 2	\$
0	0.1200	\$4,972
1	0.1250	\$5,179
2	0.1300	\$5,386
3	0.1350	\$5,593
4	0.1400	\$5,800
5	0.1450	\$6,007
6	0.1500	\$6,215
7	0.1550	\$6,422
8	0.1600	\$6,629
9	0.1650	\$6,836
10	0.1700	\$7,043

Step	Group 3	\$
0	0.1000	\$4,143
1	0.1050	\$4,350
2	0.1100	\$4,557
3	0.1150	\$4,765
4	0.1200	\$4,972
5	0.1250	\$5,179
6	0.1300	\$5,386
7	0.1350	\$5,593
8	0.1400	\$5,800
9	0.1450	\$6,007
10	0.1500	\$6,215

Step	Group 4	\$
0	0.0800	\$3,314
1	0.0850	\$3,522
2	0.0900	\$3,729
3	0.0950	\$3,936
4	0.1000	\$4,143
5	0.1050	\$4,350
6	0.1100	\$4,557
7	0.1150	\$4,765
8	0.1200	\$4,972
9	0.1250	\$5,179
10	0.1300	\$5,386

Step	Group 5	\$
0	0.0700	\$2,900
1	0.0750	\$3,107
2	0.0800	\$3,314
3	0.0850	\$3,522
4	0.0900	\$3,729
5	0.0950	\$3,936
6	0.1000	\$4,143
7	0.1050	\$4,350
8	0.1100	\$4,557
9	0.1150	\$4,765
10	0.1200	\$4,972

Step	Group 6	\$
0	0.0600	\$2,486
1	0.0650	\$2,693
2	0.0700	\$2,900
3	0.0750	\$3,107
4	0.0800	\$3,314
5	0.0850	\$3,522
6	0.0900	\$3,729
7	0.0950	\$3,936
8	0.1000	\$4,143
9	0.1050	\$4,350
10	0.1100	\$4,557

Step	Group 7	\$
0	0.0500	\$2,072
1	0.0550	\$2,279
2	0.0600	\$2,486
3	0.0650	\$2,693
4	0.0700	\$2,900
5	0.0750	\$3,107
6	0.0800	\$3,314
7	0.0850	\$3,522
8	0.0900	\$3,729
9	0.0950	\$3,936
10	0.1000	\$4,143

Step	Group 8	\$
0	0.0400	\$1,657
1	0.0425	\$1,761
2	0.0450	\$1,864
3	0.0475	\$1,968
4	0.0500	\$2,072
5	0.0525	\$2,175
6	0.0550	\$2,279
7	0.0575	\$2,382
8	0.0600	\$2,486
9	0.0625	\$2,589
10	0.0650	\$2,693

Step	Group 9	\$
0	0.0300	\$1,243
1	0.0325	\$1,347
2	0.0350	\$1,450
3	0.0375	\$1,554
4	0.0400	\$1,657
5	0.0425	\$1,761
6	0.0450	\$1,864
7	0.0475	\$1,968
8	0.0500	\$2,072
9	0.0525	\$2,175
10	0.0550	\$2,279

Step	Group 10	\$
0	0.0200	\$829
1	0.0210	\$870
2	0.0220	\$911
3	0.0230	\$953
4	0.0240	\$994
5	0.0250	\$1,036
6	0.0260	\$1,077
7	0.0270	\$1,119
8	0.0280	\$1,160
9	0.0290	\$1,201
10	0.0300	\$1,243

Step	Group 11	\$
0	0.0100	\$414
1	0.0110	\$456
2	0.0120	\$497
3	0.0130	\$539
4	0.0140	\$580
5	0.0150	\$621
6	0.0160	\$663
7	0.0170	\$704
8	0.0180	\$746
9	0.0190	\$787
10	0.0200	\$829

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE

July 1, 2020 through June 30, 2021

Base: \$42,467

Step	Group 1	\$
0	0.1300	\$5,521
1	0.1350	\$5,733
2	0.1400	\$5,945
3	0.1450	\$6,158
4	0.1500	\$6,370
5	0.1550	\$6,582
6	0.1600	\$6,795
7	0.1650	\$7,007
8	0.1700	\$7,219
9	0.1750	\$7,432
10	0.1800	\$7,644

Step	Group 2	\$
0	0.1200	\$5,096
1	0.1250	\$5,308
2	0.1300	\$5,521
3	0.1350	\$5,733
4	0.1400	\$5,945
5	0.1450	\$6,158
6	0.1500	\$6,370
7	0.1550	\$6,582
8	0.1600	\$6,795
9	0.1650	\$7,007
10	0.1700	\$7,219

Step	Group 3	\$
0	0.1000	\$4,247
1	0.1050	\$4,459
2	0.1100	\$4,671
3	0.1150	\$4,884
4	0.1200	\$5,096
5	0.1250	\$5,308
6	0.1300	\$5,521
7	0.1350	\$5,733
8	0.1400	\$5,945
9	0.1450	\$6,158
10	0.1500	\$6,370

Step	Group 4	\$
0	0.0800	\$3,397
1	0.0850	\$3,610
2	0.0900	\$3,822
3	0.0950	\$4,034
4	0.1000	\$4,247
5	0.1050	\$4,459
6	0.1100	\$4,671
7	0.1150	\$4,884
8	0.1200	\$5,096
9	0.1250	\$5,308
10	0.1300	\$5,521

Step	Group 5	\$
0	0.0700	\$2,973
1	0.0750	\$3,185
2	0.0800	\$3,397
3	0.0850	\$3,610
4	0.0900	\$3,822
5	0.0950	\$4,034
6	0.1000	\$4,247
7	0.1050	\$4,459
8	0.1100	\$4,671
9	0.1150	\$4,884
10	0.1200	\$5,096

Step	Group 6	\$
0	0.0600	\$2,548
1	0.0650	\$2,760
2	0.0700	\$2,973
3	0.0750	\$3,185
4	0.0800	\$3,397
5	0.0850	\$3,610
6	0.0900	\$3,822
7	0.0950	\$4,034
8	0.1000	\$4,247
9	0.1050	\$4,459
10	0.1100	\$4,671

Step	Group 7	\$
0	0.0500	\$2,123
1	0.0550	\$2,336
2	0.0600	\$2,548
3	0.0650	\$2,760
4	0.0700	\$2,973
5	0.0750	\$3,185
6	0.0800	\$3,397
7	0.0850	\$3,610
8	0.0900	\$3,822
9	0.0950	\$4,034
10	0.1000	\$4,247

Step	Group 8	\$
0	0.0400	\$1,699
1	0.0425	\$1,805
2	0.0450	\$1,911
3	0.0475	\$2,017
4	0.0500	\$2,123
5	0.0525	\$2,230
6	0.0550	\$2,336
7	0.0575	\$2,442
8	0.0600	\$2,548
9	0.0625	\$2,654
10	0.0650	\$2,760

Step	Group 9	\$
0	0.0300	\$1,274
1	0.0325	\$1,380
2	0.0350	\$1,486
3	0.0375	\$1,593
4	0.0400	\$1,699
5	0.0425	\$1,805
6	0.0450	\$1,911
7	0.0475	\$2,017
8	0.0500	\$2,123
9	0.0525	\$2,230
10	0.0550	\$2,336

Step	Group 10	\$
0	0.0200	\$849
1	0.0210	\$892
2	0.0220	\$934
3	0.0230	\$977
4	0.0240	\$1,019
5	0.0250	\$1,062
6	0.0260	\$1,104
7	0.0270	\$1,147
8	0.0280	\$1,189
9	0.0290	\$1,232
10	0.0300	\$1,274

Step	Group 11	\$
0	0.0100	\$425
1	0.0110	\$467
2	0.0120	\$510
3	0.0130	\$552
4	0.0140	\$595
5	0.0150	\$637
6	0.0160	\$679
7	0.0170	\$722
8	0.0180	\$764
9	0.0190	\$807
10	0.0200	\$849

SUPPLEMENTAL SALARY GROUPS

JULY 1, 2018 THROUGH JUNE 30, 2021

GROUP 1

HS Head Band Dir
 HS Head Basketball
 HS Head Football
 MS/HS Spec Ed Parent Mentor
 PS/ES Spec Ed Parent Mentor

GROUP 2

HS Head Baseball
 HS Head Gymnastics
 HS Head Ice Hockey
 HS Head Lacrosse
 HS Head Soccer
 HS Head Softball
 HS Head Swimming
 HS Head Track
 HS Head Volleyball
 HS Head Wrestling

GROUP 3

HS Asst Band Dir (Add'l Asst Band Dir approved, if >100 students)

HS Asst Basketball
 HS JV Basketball
 HS Freshman Basketball
 HS Asst Football
 HS Freshman Football
 HS Asst Wrestling
 HS JV Wrestling

GROUP 4

HS Asst Baseball
 HS JV Baseball
 HS Freshman Baseball
 HS Head Cross Country
 HS Drama Dir – Fall
 HS Drama Dir – Winter
 HS Drama Dir – Spring
 HS Head Field Hockey
 HS Asst Freshman Football
 HS Head Golf
 HS Asst Ice Hockey
 HS Asst Lacrosse
 HS JV Lacrosse
 HS Freshman Mentor
 HS Asst Soccer
 HS JV Soccer
 HS Asst Softball
 HS JV Softball
 HS Freshman Softball
 HS Head Tennis
 HS Asst Track
 HS Vocal Music Dir / Keynotes
 HS Vocal Music Accompanist
 HS Asst Volleyball
 HS JV Volleyball
 HS Freshman Wrestling

GROUP 5

HS Var Basketball Cheer
 HS Var Football Cheer
 HS Asst Cross Country
 HS Faculty Mgr – Fall
 HS Faculty Mgr – Winter
 HS JV Golf (Girls)
 HS Asst Tennis
 HS Freshman Volleyball

GROUP 5 continued

MS Athletic Mgr – Fall
 MS Athletic Mgr – Winter
 MS Athletic Mgr – Spring
 MS Band Dir
 MS Faculty Mgr – Winter
 MS Vocal Music Dir
 ES Orchestra

GROUP 6

HS Diving
 HS Faculty Mgr – Spring
 HS Asst Field Hockey
 HS Strings / Orchestra Dir
 HS Yearbook
 MS 8th Gr Baseball
 MS 7th Gr Baseball
 MS 8th Gr Basketball
 MS 7th Gr Basketball
 MS Faculty Mgr – Fall
 MS Faculty Mgr – Spring
 MS 8th Gr Football
 MS 7th Gr Football
 MS Golf
 MS Lacrosse
 MS 8th Gr Softball
 MS 7th Gr Softball
 MS Track
 MS 8th Gr Volleyball
 MS 7th Gr Volleyball
 MS Wrestling

GROUP 7

District Dept / Bldg Dept Chair
 ELL District Dept Chair (K-12)
 Gifted District Dept Chair (K-8)
 HS JV Basketball Cheer
 HS Diversity Liaison
 HS JV Football Cheer
 HS Asst Drama Dir – Fall
 HS Asst Drama Dir – Winter
 HS Asst Drama Dir – Spring
 HS Forensics Team
 HS Majorette / Flag Corps
 HS Robotics Club Advisor (1 Advisor approved, for all 3 high schools)
 MS Asst Band
 MS Cross Country
 MS Diversity Liaison
 MS Asst Football
 MS Asst Lacrosse
 MS Asst Track
 MS Washington, DC Coord
 MS Asst Wrestling
 ES Instruction Technology (K-5) Dept Chair
 ES Diversity Liaison

GROUP 8

HS Freshman Basketball Cheer
 HS Freshman Football Cheer
 HS Drama Choreographer – Fall
 HS Drama Choreographer – Winter
 HS Drama Choreographer – Spring
 HS Junior Class Advisor

GROUP 8 continued

HS Asst Forensics
 HS In the Know
 HS Percussion Advisor
 HS Show Choir Choreographer
 HS Student Council
 HS Weight Trng Coord – Fall
 HS Weight Trng Coord – Winter
 HS Weight Trng Coord – Spring
 HS Weight Trng Coord – Summer
 MS Asst Cross Country
 MS Strings / Orchestra

GROUP 9

HS Head Bowling
 HS Senior Class Advisor
 HS Community Service Performance
 HS Drama Tech Dir – Fall
 HS Drama Tech Dir – Winter
 HS Drama Tech Dir – Spring
 HS Service Club
 HS Ski Club Advisor
 MS Basketball Cheer
 MS Football Cheer
 ES Safety Patrol

GROUP 10

HS Drama Instrumental Dir – Fall
 HS Drama Instrumental Dir – Winter
 HS Drama Instrumental Dir – Spring
 HS Literacy Magazine
 HS School Newspaper
 HS Science Fair
 HS Teen Advocate
 MS Drama Club
 MS Math Counts Advisor
 MS Science Fair
 ES Music Dir – Winter
 ES Music Dir – Spring

GROUP 11

HS Art Club
 HS Sophomore Class Advisor
 HS Freshman Class Advisor
 HS French Club Advisor
 HS German Club Advisor
 HS Industrial Technology Club
 HS National Honor Society
 HS Odyssey of the Minds
 HS Spanish Club Advisor
 HS Sports Stat – Fall
 HS Sports Stat – Winter
 HS Thespians
 MS Spelling Bee
 MS Student Council
 MS Teen Advocate
 MS Washington, DC Chaperones
 MS Yearbook
 ES Music Asst – Winter
 ES Music Asst – Spring
 ES Spelling Bee

APPROVED CLUB ACTIVITIES

MS Chess Club (Volunteer Advisors)
 MS Tennis (Volunteer Advisors)

APPENDIX E

Olentangy Local School District PPO Plan Option Effective January 1, 2019 - December 31, 2021

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26/28 Removal at end of the month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Annual Benefit Period Maximum	Unlimited	
Benefit Period Deductible–Single/Family ¹	2019: \$250 / \$500 2020: \$300 / \$600 2021: \$400 / \$800	2019: \$500 / \$1,000 2020: \$600 / \$1,200 2021: \$800 / \$1,600
Coinsurance	90% after deductible	80% after deductible
Coinsurance Out-of-Pocket Maximum (Excluding Deductible)–Single/Family	2019: \$1,250 / \$2,500 2020: \$1,300 / \$2,600 2021: \$1,400 / \$2,800	2019: \$2,500 / \$5,000 2020: \$2,600 / \$5,200 2021: \$2,800 / \$5,600
Maximum Out-of-Pocket (MOOP) (Includes Deductible, Coinsurance and Copays)–Single/Family	2019: \$2,500 / \$5,000 2020: \$2,600 / \$5,200 2021: \$2,800 / \$5,600	2019: \$5,000 / \$10,000 2020: \$5,200 / \$10,400 2021: \$5,600 / \$11,200
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	80% after deductible
Office Visit (Specialist) ^{2, 3}	\$25 copay, then 100%	80% after deductible
Urgent Care Office Visit ³	\$50 copay, then 100%	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	\$15 copay, then 100%	80% after deductible
Allergy Treatments	100%	80% after deductible
Preventative Services (in accordance with State and Federal Law) ⁵		
Routine Physical Exams (Ages 21 and over)	100%	50% after deductible ⁴
Well Child Care Services including Exam, Routine Vision, Routing Hearing Exams, Well Child Immunizations and Laboratory Tests (Birth to age 21)	100%	80% after deductible
Routine Vision Exams (One exam every two benefit periods); Ages 21 and over) ²	100%	\$10 copay, then 100%
Routine Hearing Exams (One exam every two benefit periods; Ages 21 and over)	100%	50% after deductible ⁴
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (All ages)	100%	50% after deductible ⁴
Routine Endoscopic Services (All ages)	100%	50% after deductible (Professional) ⁴ 80% after deductible (Institutional)
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible

APPENDIX E

Benefits	Network	Non-Network
Physical, Occupation, Speech and Chiropractic Therapies (60 combined visits per benefit period)	90% after deductible	80% after deductible
Cardiac Rehabilitation	90% after deductible	80% after deductible
Emergency use of an Emergency Room 6	\$200 copay, then 100%	\$200 copay, then 100%
Non-Emergency use of an Emergency Room 6, 7	\$250 copay, then 100%	\$250 copay, then 80%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	80% after deductible
Additional Services		
Ambulance	90% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	80% after deductible
Elective Abortions	Not Covered	Not Covered
Home Healthcare (60 visits per benefit period)	90% after deductible	80% after deductible
Hospice	90% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	90% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	90% after deductible	80% after deductible
Organ Transplants	90% after deductible	80% after deductible
Private Duty Nursing	90% after deductible	80% after deductible
Residential Treatment Centers	90% after deductible	80% after deductible
Services billed for a diagnosis of obesity (including, but not limited to weight loss surgical services and complications)	Not Covered	Not Covered
TMJ Services (\$1,000 lifetime maximum)	90% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the insurance company's negotiated rate with the provider.

Refer to the certificate of coverage for complete list of covered benefits, exclusions and limitations.

1. Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
2. The office visit copay applies to the cost of the office visit only.
3. The PCP copayment will apply to Specialist office visits when services are rendered outside the Network Service area
4. Not applied to Coinsurance Out-of-Pocket Maximum.
5. Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
6. Copay waived if admitted.
7. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

APPENDIX E

Olentangy Local School District PPO Plan Prescription Program¹

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Retail Program with Oral Contraceptive Coverage 2, 3		
Generic Copayment	\$10	34
Formulary Copayment	\$25	34
Non-Formulary Copayment	\$45	34
Home Delivery Program with Oral Contraceptive Coverage 3		
Generic Copayment	\$20	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$90	90

Note: Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

1. Coverage includes Preventive Medications, in accordance with Federal Law.

2. If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pay the brand copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the brand copayment only.

3. The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin. The member pays a separate copay for each supply purchased on the same day.

APPENDIX E

Olentangy Local School District
HDHP/HSA Plan Option
Effective January 1, 2019 - December 31,
2021

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26/28 Removal at end of the month	
Pre-Existing Condition Waiting Period	No Pre-Existing Condition Waiting Period Applies	
Annual Benefit Period Maximum	Unlimited	
3 Month Deductible Carryover	Does Not Apply	
Benefit Period Deductible – Single/Family 1	\$2,700 / \$5,400	\$5,400 / \$10,800
Coinsurance	100% after deductible	80% after deductible
Coinsurance Maximum	None	\$5,400 / \$10,800
Maximum Out-of-Pocket (MOOP) (Includes Deductible & Coinsurance) – Single/Family	\$2,700 / \$5,400	\$10,800 / \$21,600
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing	100% after deductible	80% after deductible
Allergy Treatments	100% after deductible	80% after deductible
Preventative Services (in accordance with State and Federal Law) 2		
Routine Physical Exams (Ages 21 and over)	100%	80% after deductible
Well Child Care Services including Exam, Routine Vision, Routing Hearing Exams, Well Child Immunizations and Laboratory Tests (Birth to age 21)	100%	80% after deductible
Routine Vision Exams (One exam every two benefit periods); Ages 21 and over)	100%	80% after deductible
Routine Hearing Exams (One exam every two benefit periods); Ages 21 and over)	100%	80% after deductible
Routine Mammogram (1 per benefit period)	100%	80% after deductible
Routine Pap Test	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (All ages)	100%	80% after deductible
Routine Endoscopic Services (All ages)	100%	80% after deductible
Prescription Drugs – Oral Contraceptives Included 3, 4, 5	100% after deductible	
Retail – 34-day supply Home Delivery – 90-day supply	Preventive – 100% (Standard Plus Preventive Medications List (Generic and Brands)	

APPENDIX E

Benefits	Network	Non-Network
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical, Occupation, Speech and Chiropractic Therapies (60 combined visits per benefit period)	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	80% after deductible
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Ambulance	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Elective Abortions	Not Covered	Not Covered
Home Healthcare (60 visits per benefit period)	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Jobst Stockings (4 pairs per benefit period)	100% after deductible	80% after deductible
Mastectomy Bras (2 per benefit period)	100% after deductible	80% after deductible
Organ Transplants	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Residential Treatment Centers	100% after deductible	80% after deductible
Services billed for a diagnosis of obesity (including, but not limited to weight loss surgical services and complications)	Not Covered	Not Covered
TMJ Services (\$1,000 lifetime maximum)	100% after deductible	80% after deductible
Mental Health and Substance Abuse – Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on the insurance company's medical and administrative policies and procedures.

Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred by a non-network provider will also apply to the network deductible.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of the insurance company may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, the insurance company's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or the insurance company's negotiated rate with the provider.

1. Maximum family deductible. Member deductible is the same as single deductible.
2. Preventative services include evidence-based services that have a rating of "A" or "B" in the United States Preventative Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
3. Failure to present an ID card may result in decreased benefit.
4. Coverage includes preventive medications, in accordance with Federal Law.
5. The following diabetic supplies are covered: insulin, syringes and needles and lancets and test strips when dispensed on the same day as insulin.

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Olentangy Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and Olentangy Teachers Association, effective from July 1, 2018 through June 30, 2021.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

_____, 2018

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OLENTANGY LOCAL SCHOOLS
ADMINISTRATIVE SALARY INCREASE (2.50%)
2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Administrator			Position / Title	Location
James	M.	Arganbright	Director, Pupil Services	OAO
Carla	G.	Baker	Principal	OBMS
Kristin	E.	Baker	Principal	OMES
Joshua	R.	Battistone	Assistant Principal	OOHS
Timothy	A.	Beard	Supervisor, Data & Assessment	OAO
Cathy	L.	Beck	Assistant Principal	OBMS
Daniel	P.	Berend	Coordinator, Project Energy	OAO
John	W.	Betz	Director, Athletics	OBHS
John	R.	Carder	Assistant Principal	OLHS
Lori	J.	Carter-Evans	Director, Transportation	OLSD
Teresa	R.	Caton	Principal	LTES
Jennifer	L.	Clifford	Assistant Principal	OCES
Nichole	M.	Crothers	Principal	OLMS
Scott	A.	Cunningham	Principal	OOMS
Stefanie	L.	Daberkow	Assistant Director, Pupil Services	OAO
Anna	A.	Damceski	Assistant Principal	OHMS
Katherine	L.	Ellison	Assistant Principal	OLSD
Tori	C.	Fedak	Assistant Principal	OHS
Nancy	J.	Freese	Assistant Director, Human Resources	OAO
Jeffrey	M.	Gordon	Director, Business/Facilities	OAO
Robert	H.	Griffiths	Principal	OHS
Christopher	L.	Heuser	Principal	ISES
Jennifer	L.	Iceman	Assistant Director, Human Resources	OAO
Devon	J.	Immelt	Coordinator, Public Information	OAO
Matthew	S.	Kelly	Systems Administrator	OAO
Jeanette	C.	Kenney	Assistant Director, Curriculum	OAO
Dana	M.	Kimchi	Assistant Principal	OMES
Leeann	M.	Knape	Assistant Principal	OLSD
Julie	A.	Lather	Principal	OCES
Jean		Lenard	Supervisor, Service Desk	OAO
Ross	E.	Linscott	Supervisor, Curriculum	OAO
Cindy	K.	Mason	Assistant Supervisor, Custodial	OAO
Jennifer	S.	Mazza	Principal	TRES
Joshua	D.	McDaniels	Principal	OSMS
Darin	J.	Meeker	Director, Athletics	OLHS
Carla		Meyer	Assistant Supervisor, Food Service	OAO
Charles	T.	Moushey	Assistant Principal	OLMS
Samantha	J.	Norman	School-Community Liaison	OLSD
Michele	M.	Palo	Assistant Supervisor, Food Service	OAO
Stephen	M.	Peters	Assistant Principal	GOES
Zachary	T.	Peterson	Assistant Principal	OLHS
Madison		Ratliff	Accountant	OAO
Jaclyn	M.	Roscoe	Principal	GOES
Alysse	M.	Ross	Supervisor, Curriculum	OAO

OLENTANGY LOCAL SCHOOLS
ADMINISTRATIVE SALARY INCREASE (2.50%)
2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Administrator			Position / Title	Location
Jeremy	W.	Ross	Principal	WRES
Stephen	W.	Sargent	Principal	FTES
Karen	E.	Sedoti	Assistant Principal	OOHS
Michelle	M.	Seitz	Principal	WCES
Robert	E.	Sexton	Director, Technology	OAO
Todd	D.	Spinner	Principal	OBHS
Susan	L.	Staum	Principal	HES
Michalene		Sujaritchan	Supervisor, Curriculum	OAO
Bryan	W.	Weaver	Director, Athletics	OOHS
Yi En		Wei	Statistician	OAO
John	H.	Wolfe IV	Director, Athletics	OHS
Elizabeth	P.	Youse	School-Community Liaison	OLSD

Appropriations Adjustments

Fund	6.14.18 Adjustments	Explanation:
022 - District Agency	\$ 38,200.00	OHSAA Tournaments
027 - Workmans Compensation - Self Ins	\$ 56,000.00	Additional claims allocation
200 - Student Activity	\$ 1,926.30	New Activities/Fundraisers
499 - Misc State Grants	<u>\$ 8,914.00</u>	Additional ODE allocation
	\$ 105,040.30	

**BOARD OF EDUCATION
OLENTANGY LOCAL SCHOOL DISTRICT
DELAWARE AND FRANKLIN COUNTIES, OHIO**

The Board of Education (the "Board") of the Olentangy Local School District, Delaware and Franklin Counties, Ohio (the "School District"), met in regular session on June 14, 2018, at 6:00 p.m., at the Berlin Conference Room, 7840 Graphics Way, Lewis Center, Ohio 43035, with the following members present:

M____ introduced the following resolution and moved its passage:

BOND RESOLUTION

AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF NOT TO EXCEED \$14,900,000 FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, AND EQUIPPING NEW SCHOOL FACILITIES, WITH RELATED SITE IMPROVEMENTS AND APPURTENANCES THERETO; RENOVATING, REPAIRING, IMPROVING, FURNISHING, EQUIPPING, AND CONSTRUCTING ADDITIONS TO EXISTING SCHOOL FACILITIES, BUILDINGS, AND INFRASTRUCTURE; REPLACING EXISTING EQUIPMENT AND CONSTRUCTING VARIOUS PERMANENT IMPROVEMENTS; PURCHASING SCHOOL BUSES AND RELATED TRANSPORTATION EQUIPMENT; CURRICULUM IMPLEMENTATION DISTRICT-WIDE, INCLUDING RELATED TEXTBOOKS AND TECHNOLOGY; AND ACQUIRING LAND AND INTERESTS IN LAND; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, at the election held on May 3, 2011, on the proposition of issuing bonds of the School District in the amount of \$24,400,000 for the purpose stated in the title of this Resolution and levying taxes outside the ten-mill limitation to pay the principal of and interest on such bonds, the requisite majority of those voting on the proposition voting in favor thereof; and

WHEREAS, the Treasurer of the Board (the "Treasurer") has certified to this Board that the estimated life of the improvements described in the title of this Resolution that are to be financed with the proceeds of said bonds exceeds five years, and the maximum maturity of such bonds is 30 years; and

WHEREAS, it is now deemed necessary to issue and sell not to exceed \$14,900,000 of such bonds for the purpose described in the title of this Resolution under authority of the general laws of the State of Ohio, including Ohio Revised Code Chapter 133;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AND FRANKLIN COUNTIES, OHIO THAT:

Section 1. It is hereby declared necessary to issue bonds of the School District for the purpose described in the title of this Resolution in the principal sum of not to exceed \$14,900,000, or such lesser amount as shall be determined by the Treasurer and certified to this Board, which bonds shall be designated as "Olentangy Local School District, Delaware and Franklin Counties, Ohio School Facilities Construction and Improvement Bonds, Series 2018," or as otherwise designated by the Treasurer (the "Bonds") for the purpose described in the title of this Resolution. The Bonds may be issued in one or more series.

Section 2. The Bonds shall be issued as fully registered bonds in book-entry form only in such denominations as shall be determined by the Treasurer, but not exceeding the principal amount of Bonds maturing on any one date; shall be numbered consecutively from R-1 upward, as determined by the Treasurer provided, however, that any Bonds sold as Capital Appreciation Bonds (as defined below) may be numbered separately; and shall have such final terms as shall be determined by the Treasurer and set forth in the Certificate of Fiscal Officer provided for in Section 4 herein.

Section 3. The Treasurer is hereby authorized and directed to execute on behalf of the School District a Certificate of Fiscal Officer Relating to Terms of Bonds (the "Certificate of Fiscal Officer") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Resolution, shall be as determined by the Treasurer. The Certificate of Fiscal Officer shall indicate the dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Dates"), the purchase price for the Bonds (which shall be not less than 97% of the aggregate principal amount thereof), the maturity schedule for the Bonds (provided that the maximum maturity date of the Bonds shall not exceed 30 years), the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 6.000% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Resolution as the Treasurer shall deem appropriate.

Section 4. The Bonds shall be issued with interest payable semiannually on each Interest Payment Date until the principal sum is paid or provision has been duly made therefor (the "Current Interest Bonds") or with interest compounded on each Interest Payment Date but payable only at maturity (the "Capital Appreciation Bonds") in such proportions as shall be set forth in the Certificate of Fiscal Officer. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months unless otherwise determined by the Treasurer. Unless otherwise determined by the Treasurer, the Current Interest Bonds shall be in the denominations of \$5,000 or any integral multiple thereof, and the Capital Appreciation Bonds shall be in the denominations on the date of their issuance and delivery equal to the principal amount which, when interest is accrued and compounded thereon, beginning on the date of delivery to the Original Purchaser (as defined hereinbelow), and each Interest Payment Date thereafter, will equal \$5,000 or any integral multiple thereof at maturity.

Section 5. The Current Interest Bonds shall be subject to optional and mandatory redemption prior to stated maturity as provided in the Certificate of Fiscal Officer. If optional redemption

of the Current Interest Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Current Interest Bonds of the same maturity will take place, the Current Interest Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Current Interest Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Current Interest Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Current Interest Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof (unless otherwise determined by the Treasurer).

The notice of the call for redemption of Current Interest Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Current Interest Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Current Interest Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of the Current Interest Bonds to be redeemed at the address shown in the Bond Register (as defined hereinbelow) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Current Interest Bond.

Section 6. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Resolution. The Bonds shall be executed by the President of the Board (the "President") and by the Treasurer in their official capacities, provided that either or both of their signatures may be a facsimile, electronic, or digital signature. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Treasurer on behalf of the School District. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

Section 7. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Current Interest Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause

notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 8. The Treasurer is hereby authorized and directed to serve as authenticating agent, bond registrar, transfer agent, and paying agent (collectively, the "Bond Registrar") for the Bonds or to execute on behalf of the Board a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Treasurer and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Bond Registrar for the Bonds. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Treasurer in such officer's discretion shall determine that it would be in the best interest of the School District for such functions to be performed by another party, the Treasurer may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the School District shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions hereof, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The School District and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the School District shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The exchange or transfer shall be without charge to the owner; except that the School District and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the School District, evidencing the same debt, and entitled to the same benefits under this Resolution, as the Bonds surrendered upon that transfer or exchange.

Section 9. For purposes of this Resolution, the following terms shall have the following meanings:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Bonds.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Bonds and to effect transfers of Bonds in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Resolution: (i) there shall be a single Bond of each maturity; (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Resolution.

The Bond Registrar may, with the approval of the School District, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Resolution, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and the School District. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the School District. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

If requested, the Treasurer, the Superintendent of the School District (the “Superintendent”), or any other officer of this Board is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the School District, an agreement among the School District, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The School District may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book-entry system, the School District and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Resolution. If the School District and the Bond Registrar do not or are unable to do so, the School District and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bonds), if the event is not the result of action or inaction by the School District or the Bond Registrar, of those persons requesting such issuance.

Section 10. There shall be and is hereby levied annually on all the taxable property in the School District, in addition to all other taxes and outside the ten mill limitation, a direct tax (the “Debt Service Levy”) for each year during which any of the Bonds are outstanding for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 11. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Bonds when and as the same fall due. Notwithstanding the foregoing, if the School District determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the School District shall appropriate such funds to the payment of the Bonds in accordance with law.

Section 12. The Bonds shall be sold to such purchaser or purchasers as the Treasurer shall designate in the Certificate of Fiscal Officer (collectively, the “Original Purchaser”) at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser. The Treasurer, the Superintendent, and the President, or any of them individually, are authorized and directed to execute on behalf of the Board a Bond Purchase Agreement with the Original Purchaser, setting forth the conditions under which the Bonds are to be sold and delivered, which agreement shall be in such form, not inconsistent with the terms of this Resolution, as the Treasurer shall determine.

The proceeds from the sale of the Bonds, except the premium and accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose. Any accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the

Bonds, or other obligations of the School District, or other obligations of the School District, as permitted by law. Any premium from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund.

Section 1. The Board hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The Board further covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Treasurer, or any other officer of this Board, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Board with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Treasurer, which action shall be in writing and signed by the Treasurer, or any other officer of this Board, on behalf of the Board; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the Board, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the Board, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the Board pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the Board regarding compliance by the Board with Sections 141 through 150 of the Code and the Regulations.

The Treasurer shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the School District to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, which limits the amount of bond proceeds which may be invested on an unrestricted yield or requires the School District to rebate arbitrage profits to the United States Department of the Treasury. The Treasurer is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

Section 13. The distribution of an Official Statement of the School District, in preliminary and final form, relating to the original issuance of the Bonds is hereby authorized if the Treasurer determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Treasurer so determines, then the Treasurer, Superintendent and President are hereby authorized and directed to negotiate, prepare and execute, on behalf of the School District and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the School District. The Treasurer, the Superintendent and the President are each authorized to execute and deliver, on behalf of the School District and in their

official capacities, such certificates in connection with the accuracy of an Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

Section 14. The Treasurer is hereby authorized to obtain or update a rating or ratings on the Bonds and the School District if the Treasurer determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Treasurer so determines, then the Treasurer, Superintendent, and this Board are hereby authorized and directed to take all steps necessary to obtain such rating or ratings.

Section 15. The Board hereby approves of the appointments of the law firm of Bricker & Eckler LLP to serve as Bond Counsel and H.J. Umbaugh & Associates Certified Public Accountants, LLP to serve as a municipal advisor to the School District with respect to the issuance of the Bonds. The respective fees to be paid to such firms shall be subject to review and approval by the Treasurer and shall not exceed the fees customarily charged for such services.

Section 16. The officer having charge of the minutes of the Board and any other officers of the Board, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Board relating to the power and authority of the School District to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Treasurer and a no-litigation certificate of the President and the Treasurer, and such certified copies and certificates shall be deemed representations of the School District as to the facts stated therein. Documents (including this Resolution) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for the Bonds, for the purposes of this Resolution, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Treasurer and the President are hereby authorized and directed to take such action (including, but not limited to, hiring such other professionals and consultants as may be needed to facilitate the issuance of the Bonds) and to execute and deliver, on behalf of the Board, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution. Such documents shall be in the form not substantially inconsistent with the terms of this Resolution, as they in their discretion shall deem necessary or appropriate

Section 17. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the School District have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the School District are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

Section 18. It is hereby found and determined that all formal actions of the Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 19. The Treasurer is hereby directed to forward certified copies of this Resolution to the County Auditors of Delaware and Franklin Counties, Ohio.

M____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: _____

Nays: _____

The Resolution passed.

Passed: June 14, 2018

BOARD OF EDUCATION
OLENTANGY LOCAL SCHOOL DISTRICT
DELAWARE AND FRANKLIN COUNTIES, OHIO

Attest: _____
Treasurer

By: _____
President

CERTIFICATE

The undersigned Treasurer of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on June 14, 2018 and that a true copy thereof was certified to the County Auditor of Delaware and Franklin Counties, Ohio.

Treasurer, Board of Education
Olentangy Local School District
Delaware and Franklin Counties, Ohio

AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

THIS AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS (this “Agreement”) is made as of January 1, 2018 by and between First Commonwealth Bank (the “Financial Institution”) and Olentangy Local School District (the “Customer”).

WITNESSETH:

WHEREAS, the Financial Institution has accepted for deposit and safekeeping deposits from the Customer and may be providing certain other services for the Customer, or has proposed to do so;

WHEREAS, the Financial Institution has provided the Customer with a copy of the Financial Institution’s balance sheet as of the date of the latest report filed by the Financial Institution with one or more of its banking regulatory agencies;

WHEREAS, pursuant to the Uniform Depository Act of Ohio (the “Depository Act”) and in accordance with the rules promulgated under the Depository Act, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in Section 135.18, Section 135.182 or any other section of the Ohio Revised Code specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the Treasurer of the State of Ohio (the “TOS”) pursuant to the Depository Act and the rules promulgated under the Depository Act, as such may be amended from time to time; and

WHEREAS, the Financial Institution intends to participate in the Ohio Pooled Collateral Program (the “OPCP”) pursuant to the Depository Act and rules of the TOS;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer’s new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

- 1. Eligibility to Receive Funds.** The Financial Institution represents that it is eligible to receive public funds pursuant to Ohio Revised Code Chapter 135. This agreement is subject to the Depository Act, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.
- 2. Deposits Awarded and Accepted.** The Customer awards to the Financial Institution, and the Financial Institution accepts, deposits of the Customer of the types and in the maximum amounts set forth on the attached Exhibit A. The Customer and the Financial Institution agree that the services to be provided by the Financial Institution and the fees to be paid by the Customer are contained within the account agreement(s) executed by the Financial Institution and the Customer, as such services and fees may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of

written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the "Accounts") and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Funds. The Financial Institution agrees that the total amount of active, interim and inactive deposits set forth in Exhibit A do not cause the total of all public funds held by the Financial Institution to exceed the limit set by Section 135.03 of the Ohio Revised Code or rules promulgated under that Section.

4. Collateral. The Financial Institution and the Customer agree that until the Financial Institution commences participation in the OPCP, the Financial Institution will pledge eligible securities for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution and deposit these securities with one or more trustees qualified under the Depository Act and designated by the Financial Institution. The Financial Institution and the Customer further agree that upon the Financial Institution's commencement of participation in the OPCP, the Financial Institution will pledge to the TOS and deposit with one or more trustees qualified under the Depository Act and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the TOS to apply for and establish a specific pledge account within the OPCP. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Depository Act, the rules promulgated by the TOS pursuant to the Depository Act, and the terms, conditions, policies and other requirements of the TOS pursuant to the OPCP, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the TOS relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer has the right to negotiate a "public unit negotiated collateral requirement" pursuant to Section 135.182 of the Ohio Revised Code. The Customer and the Financial Institution agree that the Financial Institution will pledge for the benefit of the Customer, in accordance with the OPCP, collateral equal in value to at least 102% of the amount of all deposits of the Customer on deposit with the Financial Institution that are not insured by the Federal Deposit Insurance Corporation.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees qualified under Section 135.182 of the Depository Act to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the OPCP and any successor program pursuant to Ohio Revised Code Section 135.182 or any amendment or successor provision of Ohio law.

8. Termination of Participation in the OPCP. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the OPCP. If for any reason the Financial Institution is no longer eligible to participate in the OPCP or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain the deposits at the Financial Institution, and the Financial Institution will pledge separate collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to separate pledging of collateral set forth in Ohio Revised Code Section 135.18 and in accordance with other applicable laws and regulations.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the TOS of information supplied by the Customer to the Financial Institution, as may be required by the TOS or applicable laws, rules and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the TOS nor any disclosure of such information by the TOS to any other person.

11. Term. The term of this Agreement shall end on January 1, 2019. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term or change the terms and conditions set forth on Exhibit A without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms and conditions by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 days after delivery of the notice from the Financial Institution to the Customer. If neither party notifies the other in writing at least 30 days before the end of the then current term of its intention to renew or terminate this Agreement or to change the terms and conditions of the Agreement for a new term, this Agreement will automatically renew for a term of one year with the same terms and conditions as in effect immediately before the renewal.

12. Notices. All notices, requests and communications to a party under this Agreement must be in writing and will be deemed given if delivered personally, by facsimile, by electronic mail or by registered or certified mail (return receipt requested) to such party at its address as set forth below or such other address as such party may specify by notice to the other party.

To the Financial Institution:

First Commonwealth Bank
ATTN: S. Kate Nelson
110 Riverbend Ave
PO Box 1001
Lewis Center OH 43035

E-mail: KNelson@fcbanking.com
Facsimile: 740.657.7960

To the Customer:

ATTN: _____

E-mail: _____
Facsimile: _____

13. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Franklin County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

14. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to Ohio Revised Code Chapter 135, along with an assignment of this Agreement, will be deemed to be an assignment.

15. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

16. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

17. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous

agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Depository Act, and participation by the Financial Institution and the Customer in the OPCP, this Agreement supersedes all previous oral and written agreements.

18. Contact Persons. Information regarding the Customer's contact persons and representatives who are authorized to view, submit or otherwise access information submitted to the Ohio Pooled Collateral System with respect to this Agreement is set forth in Exhibit A. The Customer may designate substitute contact persons and authorized representatives as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the day and year first above written.

FIRST COMMONWEALTH BANK

OLENTANGY LOCAL SCHOOL DISTRICT

By: _____
Signature

Type or Print Name

Title

By: _____
Signature

S. Kate Nelson
Type or Print Name

TM Sales Officer
Title

By: _____
Signature

Type or Print Name

Title

By: _____
Signature

Type or Print Name

Title

EXHIBIT A

Maximum Amount of Active Deposits	<u>\$20,000,000.00</u>
Maximum Amount of Interim Deposits	<u>\$Zero Dollars</u>
Maximum Amount of Inactive Deposits	<u>\$40,000,000.00</u>

Customer Primary Contact for Ohio Pooled Collateral System:

Name _____
E-mail address _____
Phone number _____

Customer Representatives Authorized to Access Ohio Pooled Collateral System Information:

Name _____
E-mail address _____
Phone number _____

Name _____
E-mail address _____
Phone number _____

Donations for June 14, 2018 Meeting

- 1) **Climbing Walls, Gaga Pit and 2 Soccer Goals** **\$12,023.50**
From: Arrowhead PTO
To: Arrowhead Elementary School Playground
- 2) **Bach Student Trombone valued at** **\$500.00**
From: Mark A. Caito
To: Liberty Tree Elementary Music Department
- 3) **\$880.00**
From: Anonymous
To: Berkshire Middle School D.C. Scholarship Fund
- 4) **\$4500.00**
From: Anonymous
To: Berkshire Middle School Arts programs

REGULAR MEETING
April 26, 2018

The Regular Meeting of the Olentangy Local Board of Education was called to order in the Orange High School Theatre by Mindy Patrick, president at 6:00 p.m.

Roll Call: R. Bartz, present; D. King, present; J. Feasel, present; K. O'Brien, present; M. Patrick, present

Pledge of Allegiance

Approve J. Feasel moved, D. King seconded to approve the agenda for the April 26, 2018
Agenda Regular Board of Education Meeting
18-134

Vote: J. Feasel, yes; D. King, yes; R. Bartz, yes; K. O'Brien, yes; M. Patrick, yes.
Motion carried.

Mr. O'Brien left the meeting at 6:20 p.m. and returned at 7:17 p.m.

Board President's Report –

A. Recognition of Olentangy students for academic and extracurricular achievement

ART

Megan Baldwin – Ohio Governor's Youth Art Exhibition - Top 300; Scholastic Art Competition and Exhibition – Regional Gold Key and National Gold Medal

Zachary Baumker - Ohio Governor's Youth Art Exhibition – Regional

Erin Beggrow – OCC Art Award

Maddison Belinger - Ohio Governor's Youth Art Exhibition – Honorable Mention

Olivia Bigham - Ohio Governor's Youth Art Exhibition – Regional Round and Top 300; Scholastic Art Competition and Exhibition – Gold Key

Graham Braaten - Ohio Governor's Youth Art Exhibition – Regional Round

Alicia Cleveland - Ohio Governor's Youth Art Exhibition – Top 300

Cassandra Dulay – Scholastic Art Competition and Exhibition – Honorable Mention

Grace Eckert - Ohio Governor's Youth Art Exhibition – Top 300

Gabbrielle Frabotta - Ohio Governor's Youth Art Exhibition – Top 25

Olivia Gollmar - Ohio Governor's Youth Art Exhibition – Regional

Kelly Griffith - Ohio Governor's Youth Art Exhibition – Top 300; Scholastic Art Competition and Exhibition – Honorable Mention

Karley Guisinger - Ohio Governor's Youth Art Exhibition – Regional; Scholastic Art Competition and Exhibition – Gold Key Award

Avery Hartranft - Ohio Governor's Youth Art Exhibition – Top 300

Laura Henry - Ohio Governor's Youth Art Exhibition – Top 300

Lauren Householder - Ohio Governor's Youth Art Exhibition – Top 300; Scholastic Art Competition and Exhibition – Regional, Gold Key/National, Silver Medal

Isabella Iguchi – OCC Art Award

Nichole Khayat – OCC Art Award

Madison Langford - Ohio Governor's Youth Art Exhibition – Regional

Samantha Lee - Ohio Governor's Youth Art Exhibition – Top 300; and Top 25 Governor's Office Exhibition

Mattie Lyall - Ohio Governor's Youth Art Exhibition – Top 300

Kaitlyn Markwell - Ohio Governor's Youth Art Exhibition – Top 300

Jenna Martz - Ohio Governor's Youth Art Exhibition – Top 25

Erin Meikle – OCC Art Award

Erin Morris - Ohio Governor's Youth Art Exhibition – Top 300

Maria Myers - Ohio Governor's Youth Art Exhibition – Top 300

Haley Pasqualone - Ohio Governor's Youth Art Exhibition – Top 25

Sydney Perry - Ohio Governor's Youth Art Exhibition – Regional Round, Top 300; Scholastic Art Competition and Exhibition – Gold Key

Hailey Piche - Ohio Governor's Youth Art Exhibition – Regional, Scholastic Art Competition and Exhibition - Regional

Anna Pohlman - Ohio Governor's Youth Art Exhibition – Top 300

Victoria Reiff - Ohio Governor's Youth Art Exhibition – Regional

Emma Robinson - Ohio Governor's Youth Art Exhibition – Regional; Scholastic Art Competition and Exhibition – Honorable Mention

Gillian Sapp - Ohio Governor's Youth Art Exhibition – Regional

Maxwell Savage - Ohio Governor's Youth Art Exhibition – Top 300

Justin Scherer – Ohio Governor's Youth Art Exhibition – Top 25

Coryn Schneider - Ohio Governor's Youth Art Exhibition – Regional Exhibition

REGULAR MEETING April 26, 2018

ART (CONT.)

Jill Schneider - Ohio Governor's Youth Art Exhibition – Regional
Hannah Siefring - Ohio Governor's Youth Art Exhibition – Top 300
Anne Sipos - Ohio Governor's Youth Art Exhibition – Top 300
Avery Smith - Ohio Governor's Youth Art Exhibition – Regional
Kylie Smith - Hannah Siefring - Ohio Governor's Youth Art Exhibition – Top 300
Alex Vanpelt - Scholastic Art Competition and Exhibition –Honorable Mention and Silver Key Award
Palak Vyas - Scholastic Art Competition and Exhibition –Silver Key Award

ATHLETICS

Basketball

Sam Krafty – Coach, LHS Girls' Basketball, Sectional Champs
Luke Ballinger – Honorable Mention OCC Boys' Basketball
Jalen Bethel – First Team OCC Boys' Basketball
Jack Betz – Scholar Athlete OCC Boys' Basketball
Alyssa Feely – Honorable mention OC Girls' Basketball; District 11 Honorable Mention
McKenna Ford – First Team OCC Girls' Basketball; OCC Scholar Athlete Girls' Basketball; District 11 Second Team
Bryson Lane – Special Mention OCC Boys' Basketball
Matt McCollum – Second Team OCC Boys' Basketball

Bowling

Jim Brehm – Coach, OHS Boys' Bowling – District Qualifier
McKenzie Peterson – Third Team OCC Girls' Bowling
Raymie Shields – Third Team OCC Girls' Bowling
Daniel Valz – Boys' Bowling All-Ohio

Cross Country

Darrell Dewese – Coach LHS Girls' Cross Country, District Champions, OCC Champions
Dwight Dewese – Coach OHS Girls' Cross Country Regional Qualifier
Rae Kotarba – Coach OOHS Girls' Cross Country, Regional Fifth Place, State Qualifier
Jared Mills – Coach LHS Boys' Cross Country, District Champions, OCC Champions
Adam Walters – Coach, OOHS Boys' Cross Country, Regional Qualifier
Emma Bower – Girls Cross Country All-Ohio; Girls' Cross Country Academic All-Ohio
Gracie Sprinkle – Girls' Cross Country All-Ohio; Girls' Cross Country Academic All-Ohio

Diving

Jack Matthews – Diving Third Place, State Meet
Lauren Cheetham – State Qualifier Diving, Third Place State Meet, OCC and District Qualifier
Luke Cheetham – State Qualifier Diving, Eighth Place State Meet; OCC and District Qualifier

Field Hockey

Marianne Flannery – Coach, Field Hockey, Regional Finalist
Elise Harder – Second Team Field Hockey All-Ohio
Mollie McCormack – Field Hockey All-Ohio

Football

Steve Hale – Coach, LHS Football – Regional Champions, OCC Champions
Zebb Schroeder – Coach, OOHS Football – State Playoff Qualifiers
Mark Solis – Coach, OHS Football – Regional Qualifier
Caden Kaiser – Third Team All-Ohio
Jacob Slade – First Team All-Ohio
Zach Slade – Second Team All-Ohio
Johnny Wiseman – Second Team All-State

Golf

Cari DeAngelis – OOHS Girls' Golf Coach – District and OCC Champions
Andrew Fraley – OOHS Boys' Golf – District Qualifier
Ryan Snively – LHS Boys' Golf Coach – Sectional Champions, District Runner-Up
Trey Rath – First Team All-State Boys' Golf

Gymnastics

Misty Lloyd-Matthews – OHS Coach – District Runner-Up, OCC Champions
Olivia Boone – State Qualifier
Nicole Carifa – State Qualifier, Fifth Place at State, All-Around OCC
Alexandria Jesenovec – State Qualifier
Stephanie Miller – State Qualifier
Megan Morgan – State Qualifier
Grace Ritterspach – Fourth Place, All-Around OCC

Soccer

Earl Devanny – Coach, OHS Girls' Soccer– District Runner Up
Pat Shick – Coach, OHS Boys' Soccer – District Runner Up
Wesley Collins – Second Team All-State
Mark D'Auteuil – Coach LHS Boys' Soccer – OCC Champions
Tim Lawrence – Coach OOHS Girls' Soccer – OCC Champions
Kristen McMahon – Coach, LHS Girls' Soccer – District and Regional Champions
Colin McCort – First Team All-Ohio, First Team All-American
Olivia Sensky – Second Team All-State, Girls' Soccer

REGULAR MEETING April 26, 2018

Swimming

J.R. Fourqurean – OOHS Coach, Swimming – District and State Qualifier
Peter Krosnosky – LHS Coach Boys' Swimming – OCC Champions
Peter Krosnosky – LHS Coach Girls' Swimming – OCC Champions
Grace Butcher – State Qualifier Girls' Swimming
Emily Espy – State Qualifier Girls' Swimming
Olivia Gollmar – State Qualifier Girls' Swimming
Grace Horstman – State Qualifier Girls' Swimming
Benjamin Kuriger – State Qualifier Boys' Swimming - 100 Fly Third Place; 200 Free Third Place
Lila Leary – Girls' Swimming State - 200 Free Relay Seventh Place
Abby Noonan – Girls' Swimming State - 200 Free Relay Seventh Place
Bridget Parker – Girls' Swimming State - 500 Free Eighth Place; 200 IM Eighth Place
Rachel Peroni – Girls Swimming State – 100 Fly Second Place, 100 Back Fourth Place, Free Relay Seventh Place
Kate Saczawa – Girls' Swimming State – 100 Back Third Place; 200 Free Relay Seventh Place

Tennis

Susan Storrer – OOHS Coach, Girls' Tennis – Coach of the Year
Will Thieman – LHS Coach, Girls' Tennis – OCC Champions
Maddie Atway – Girls' Doubles State Champion
Kathleen Jones – State Qualifier
Danielle Schoenly – Girls' Doubles State Champion

Volleyball

Jennifer Chapman – LHS Coach Girls' Volleyball, OCC Co-Champions, Sectional Champions
Katie Duy – OOHS Coach Girls' Volleyball, OCC Champions, District Champions
Sarah Wilson – OHS Coach Girls' Volleyball – District Runner Up
Maddie Fogg – Third Team All-State

Wrestling

Mark Marinelli – LHS Wrestling Coach, OCC Champions, Eighth at State Meet
Connor Evans – State Qualifier, Second Team OCC
Xander Gore – State Qualifier, Eighth Place State Tournament
Cole Jackson – Sixth Place District, Second Team OCC
Carson Kharchla – State Wrestling Champion
Trevor Lawson – State Wrestling Runner-Up
Alex Lopez – District Qualifier, Second Team OCC
Zack Miller – District Qualifier, Third Team OCC
Michael Monago – Second Team OCC
Jordan Rosselli – State Qualifier
Blake Saito – All-State Wrestling
Jacob Sherman – State Qualifier, Fourth Place State Tournament
Rocco Torio – State Qualifier
James White IV – State Qualifier

DECA

2018 DECA International Career Development Conference

Nathan Belt – 2017-18 Third Place Ohio DECA, Learn & Earn Project
Emma Brown - 2017-18 Third Place Creative Marketing Project
Garrett Burkham - 2017-18 Third Place Ohio DECA, Independent Business Plan
Claire Burnside - 2017-18 First Place Ohio DECA, Finance Operations Research
Wesley Collins – 2017-18 Third Place Ohio DECA, Learn & Earn Project
Mahima Dabburi – 2017-18 Third Place Ohio DECA, Sports & Entertainment Operations Research, 2017-18 National Qualifier
Ingrid Deng – 2017-18 First Place Ohio DECA, Finance Operations Research
Saarthak Gaur - 2017-18 Fourth Place Ohio DECA, Entrepreneurship Promotion Plan
Emily Gernert - 2017-18 Third Place Creative Marketing Project
Olivia Giles - 2017-18 Third Place Creative Marketing Project
Shivakriti Induri - 2017-18 First Place Buying and Merchandising Operations Research
Alessandra Jesus – 2017-18 First Place Buying and Merchandising Operations Research
Ashwyn Khandelwal - – 2017-18 Second Place Ohio DECA, Community Service Project
Heather Littlejohn – 2017-18 Second Place Ohio DECA, Community Service Project
Hali Lucas – 2017-18 Fourth Place Ohio DECA, Entrepreneurship Promotion Plan
Chenhao Ma – 2017-18 Fourth Place Ohio DECA, Independent Business Plan
Hassan Mohamed – 2017-18 Fourth Place, Human Resources Management Series
Adithya Nair – 2017-18 Third Place Ohio DECA, Independent Business Plan
Hanna Newball – 2017-18 Third Place Ohio DECA, Sports & Entertainment Operations Research
Rachael Nobile – 2017-18 Ohio DECA Travel & Tourism
Adit Patel – 2017-18 Third Place Ohio DECA, Buying & Merchandising Operations Research
Lauren Pinciotti – 2017-18 School Based Enterprise Gold Level Recertification
Justin Rehklau - 2017-18 Third Place, Creative Marketing Project
Abigail Roberts – 2017-18 Third Place Ohio DECA, Sports & Entertainment Operations Research
John Rockman – 2017-18 First Place Ohio DECA, Finance Operations Research
Samuel Saldarriaga – 2017-18 DECA School Based Enterprise Gold Level Recertification
Lindsay Shearer – 2017-18 Ohio DECA Travel & Tourism
Yasir Shegow – 2017-18 DECA Stock Market Game
Kelly Springfield – 2017-18 Second Place Ohio DECA, Community Service Project

REGULAR MEETING April 26, 2018

Deca (Cont.) Bennett Thompson – 2017-18 DECA Stock Market Game and School Based Enterprise Gold Level Recertification
Christopher Tracewell – 2017-18 Third Place Ohio DECA, Buying & Merchandising Operations Research
Samuel Turner – 2017-18 Third Place Ohio DECA, Learn & Earn Project
Jordan Ullom – 2017-18 Fourth Place Ohio DECA, Entrepreneurship Promotion Plan

MATHCOUNTS

Sathvik Jami, Suchir Movva, Abhishek Sangu, Cory Wu, Jolie Chen – 2017-18 MATHCOUNTS State Qualifier

MUSIC

Ohio All-State Choir

Kayla Anderson
Rowan Behrens
Caroline Cruise (3 Yr. Member)
Carly Haimerl
Courtney Hull

Cole Ichida
Grace Ryan

Lindsay Uhrich

OMEA All State Orchestra

Katrina Carrico

Emily Chen

Liam Chen

Drew Collins

Kelly Gembara

Isabella Gil

Rebecca Park

Lauren Suh

OMEA District

Michelle Beck, OHS Director – Chamber Orchestra–Superior rating; Sinfonia–Superior rating; Gold Orchestra –Superior rating

Jill Bixler – OLHS Director – Chamber Orchestra–Superior rating; Sinfonia Orchestra–Superior rating

Cherie Brooks, OOHS Director – Choraliers–Superior Rating; Varsity Singer –Superior Rating

Lori Cornett, OOHS Director – Concert Orchestra-Superior Rating; Prelude Orchestra-Superior rating

ICHSA National Competition

Cherie Brooks – Orange High School Choir, Semi-Quarterfinalists

NATIONAL CENTER FOR WOMEN IN TECHNOLOGY

Mary Grace Murray – 2017-18 Honorable Mention – Award for Aspirations in Computing

OCC ACADEMIC LEAGUE – Excellence in Journalism

Sarah Daron

Bella Gregory

Lindsey Lenhart

Maeve O'Boyle

OHIO SCHOLASTIC MEDIA ASSOCIATION

Kari Phillips, Advisor, OOHS The Bronze Bayonet named first in State

OHIO SPEECH AND DEBATE

Swati Mishra - Ohio Speech and Debate State Qualifier and 2017-18 Extemporaneous

Sonan Rustagi – Ohio Speech and Debate State Qualifier and 2017-18 Extemporaneous

OHIO THESPIAN

Ryleigh Buckingham – State Conference, All-Ohio Production – Letters to Sala

Sophie DiCenso - State Conference, All-Ohio Production – Letters to Sala

Angelica Dzodzomenyo - State Conference, All-Ohio Production – Letters to Sala

Megan Masciola - State Conference, All-Ohio Production – Letters to Sala

Kaylin Story - State Conference, All-Ohio Production – Letters to Sala

SCIENCE

Priyanka Agochiya – State Science Fair Qualifier

Andre Farinazo – State Science Fair Qualifier

Superintendent's Report

Treasurer's Report –

- A. American Electric Power CRA – *Liberty Schindel*, Economic Development Analyst, Sr., AEP and *Kelsey Scott*, City of Delaware Economic Development Specialist

REGULAR MEETING
April 26, 2018

Public Participation Session #1 – For General Comments – None

Discussion Item

- A. First reading of the Five-Year Financial Forecast and General Budget for FY19 – **Emily Hatfield**, Treasurer
- B. First reading of Board Policy Updates – **Jack Fette**, Chief Academic Officer

Public Participation Session #2 – Regarding Action Items - None

Board Action Items 18-135 R. Bartz moved, D. King seconded to approve the following Board Action Item:

- A. Approve Joe Troxell as a new member to the board's Facilities Committee.

Vote: R. Bartz, yes; D. King, yes; K. O'Brien, yes; J. Feasel, yes; M. Patrick, yes.
Motion carried.

Treas. Action Items 18-136 J. Feasel moved, D. King seconded to approve Treasurer's Action Items A-B

- A. Approve Amended FY18 Appropriations at the Fund Level

- B. Approve Donation

Olentangy High School Lacrosse Coach Supplemental Contracts

\$4,779.62

From: Olentangy Athletic Boosters
To: Olentangy Local Schools

Vote: J. Feasel, yes; D. King, yes; R. Bartz, yes; K. O'Brien, yes; M. Patrick, yes.
Motion carried.

Supt. Action Items 18-137 D. King moved, J. Feasel seconded to approve Superintendent Action Items A-L

- A. Specific Human Resource Items – Certified Staff

1. Approve certified employment for the 2018-19 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation

Employee Name	Position	Location	Eff. Date	Term	Salary
Barnes, Carly M.	Intervention Specialist, ID SLC	OBMS	08/13/18	1-Year	\$ 59,620.00
Borders, Bobbi J.	ELL	OBHS/OLHS	08/13/18	1-Year	\$ 64,316.00
Boroff, Holly P.	Intervention Specialist, MD SLC	OBMS	08/13/18	1-Year	\$ 63,666.00
Wheatley, Michael J.	Intervention Specialist, ID SLC	OBMS	08/13/18	1-Year	\$ 44,540.00

2. Approve certified New Teacher Academy stipend (\$150 maximum) for each new staff member, paid through memorandum billing, for the 2018-19 school year:

Barnes, Carly M. Borders, Bobbi J. Boroff, Holly P. Wheatley, Michael J.

REGULAR MEETING
April 26, 2018

3. Approve certified re-employment for the 2018-19 school year:
Wiles, Douglas J., Liberty High School, Social Studies, effective August 13, 2018
4. Approve the automatic non-renewal of certified contracts pursuant to Article 25 (August Hires/Late Employment and Non-Renewal) and Article 55 (Employment of Previously Retired Teachers) of the OTA Negotiated Agreement

Article 25 (Late Employment and Non-Renewals)

Barone, Angela M.
Battistone, Kelly U
French, Ameera A.
Gladieux, Shannon L.
Hunter, Tiffany D.
Madigan, Elizabeth M.
Molinaro, Amanda M.
Walker, Christine R.
Wortman, Clayton J.

Article 55 (Previously Retired Teachers)

Andrews, Susan B.
D'Amato, Dora E.
Dunn, Mary Ann
Kent, Loretta G.
Rathje, David A.
Starr, Sharon G.
Waterwash, Ron BH.

5. Approve certified positions paid through memorandum billing

Employee Name	Position/Location	Total	Salary	
		Hours	Per Hour	Total
APEX Instruction (Summer School Academy '18)				
Fisher, Brent A.	Instructor, OHS	0.00	\$ -	\$ 2,662.00
Heiman, Deborah K.	Instructor, OASIS	0.00	\$ -	\$ 2,662.00
Malinowski, Maureen R.	Instructor, OHS	0.00	\$ -	\$ 2,662.00
Smith, Kelsey A.	Instructor, OA	0.00	\$ -	\$ 2,662.00
Stamm, Lindsay N.	Instructor, OHS	0.00	\$ -	\$ 2,662.00
Thuchowski, Tracy A.	Instructor, OASIS	0.00	\$ -	\$ 2,662.00

6. Approve supplemental employment for the 2017-18 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
Orchestra/Strings Director					
Orchestra/Strings Director OOMS	Henning, Julian B.	8	1	\$ 1,676.00	All Year
Lacrosse					
7th Grade Girls Lacrosse Coach OOMS	Chambers, Marci E.	1/3 of 6	1	\$ 854.33	Spring
Softball					
Softball - Volunteer OLMS	Music, Jennifer L.	N/A	N/A	\$ -	Spring
Spelling Bee					
Spelling Bee Advisor OCES	Foster, Meaghan M.	11	0	\$ 394.00	Spring
8th Grade Washington, DC Trip					
Washington, DC Chaperone OSMS	Frobose, Kyle E.	11	1	\$ 434.00	Spring
Washington, DC Chaperone OSMS	Gestosani, Amy L.	11	10	\$ 789.00	Spring
Washington, DC Chaperone OSMS	Luttrell, Thomas J.	11	6	\$ 631.00	Spring
Washington, DC Chaperone OSMS	Mylander, Zachary C.	11	0	\$ 394.00	Spring
Washington, DC Chaperone OSMS	Ralph, Ashlee M.	11	10	\$ 789.00	Spring
Washington, DC Chaperone OSMS	Ross, Chelsea R.	11	2	\$ 473.00	Spring
Washington, DC Chaperone OSMS	Schubert, Kyleigh E.	11	4	\$ 552.00	Spring
Washington, DC Chaperone OSMS	ten Brink, Michael O.	11	0	\$ 394.00	Spring
Washington, DC Chaperone OSMS	Ward, Rebecca A.	11	0	\$ 394.00	Spring
Washington, DC Chaperone - Volunteer OSMS	Rohrer, Kathryn E.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Savage, Adam M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Scheuering, Melissa W.	N/A	N/A	\$ -	Spring
Weight Training Coordinator					
Weight Training Coordinator OLHS	Mohr, Drew K.	8	9	\$ 2,465.00	Spring

REGULAR MEETING
April 26, 2018

7. Approve pupil activity employment for the 2017-18 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
Lacrosse					
Boys Asst Lacrosse Coach OHS	Demidovich Nicholas J.	4	1	\$ 3,352.00	Spring
Boys Asst Lacrosse Coach OHS	Gifford, Evan R.	4	4	\$ 3,943.00	Spring
Boys Asst Lacrosse Coach OLMS	Mink, Andrew C.	7	0	\$ 1,972.00	Spring
Weight Training Coordinator - Volunteer					
Weight Training Coordinator – Volunteer OLHS	Mosley, Caleb T.	N/A		N/A -	Spring
8th Grade Washington, DC Trip					
Washington, DC Chaperone OSMS	Hall, Ellen R.	11	0	\$ 394.00	Spring
Washington, DC Chaperone - Volunteer OSMS	Adkins, Daniel E.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Bailey, Yolanda T.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Beck, Denise M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Bender II, John R.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Bubnick, Mark L.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Chilicki, Thomas M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Corry, Shawn M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	D'Arcangelo, Julie A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Dasbach, Cynthia C.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Faulds, Robert R.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Gebresilasa, Halelujha R.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Gibbs, Jennifer A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Hardin, Edie M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Harless, Mandy L.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Huffman, Michael S.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Johnson, Julie A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Kronewetter, Heather N.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Lamar, Rachel L.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Lewis, Timothy J.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	McBride, Jillisen E.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Parsio, Laura A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Shopbell-Petroschek, April D.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Snopik, James E.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Taylor, Theresa L.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Tharp, William A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Thomas, Heather L.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Valente, Marta M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Walters, Christina R.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Walters, Jennifer M.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Yarnell, Daniel A.	N/A	N/A	\$ -	Spring
Washington, DC Chaperone - Volunteer OSMS	Zivich, Jr., George J.	N/A	N/A	\$ -	Spring

8. Approve pupil activity employment for the 2018-19 school year specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other documentation.

Supplemental Area	Coach / Advisor	Group	Step	Amount	Season
Cheerleading					
Freshman Cheerleading Coach OBHS	Flanery, Chelsea N.	8	2	\$ 1,775.00	Fall
Field Hockey					
Head Field Hockey Coach OBHS	Goelz, Madeline L.	4	0	\$ 3,155.00	Fall
Golf					
Boys Head Golf Coach OOHS	Ross, Thomas J.	4	0	\$ 3,155.00	Fall
Soccer					
Boys Head Soccer Coach OHS	Hamrick, Kyle W.	2	4	\$ 5,521.00	Fall
Boys Asst Soccer Coach OHS	Barton, Timothy D.	4	10	\$ 5,126.00	Fall
Tennis					
Girls Head Tennis Coach OBHS	Matusky, Joshua A.	4	6	\$ 4,338.00	Fall
Volleyball					
8th Grade Girls Volleyball Coach OLMS Petersen, Charles K.		6	2	\$ 3,549.00	Fall

REGULAR MEETING
April 26, 2018

9. Accept, with regret, the following administrative resignation:
Lawrensen, Valerie L., Liberty High School, Assistant Principal, effective at the end of the 2017-18 school year
10. Accept, with regret, for the purpose of retirement, the following certified resignation:
Hastings, Kate W., Arrowhead Elementary School, Physical Education, effective at the end of the 2017-18 school year
11. Accept, with regret, the following certified resignation:
Boyce, Nina A., Shanahan Middle School, Music, Vocal, effective at the end of the 2017-18 school year
Strayer, Kathleen C., Cheshire Elementary School, Guidance Counselor, effective at the end of the 2017-18 school year
Monahan, Melissa C., Olentangy Meadows Elementary, Grade 1, effective at the end of the 2017-18 school year
12. Accept the following supplemental resignation:
Carter, Nycole C., Olentangy Orange Middle School, Spring, 7th Grade Girls Lacrosse Coach
Irvine, Alyssa L., Olentangy Orange Middle School, All Year, Orchestra / Strings Director
Mohr, Drew K., Liberty High School, Spring, Co-Weight Training Coordinator
Pazak, Elizabeth A., Oak Creek Elementary School, Spring, Spelling Bee Advisor

B. Specific Human Resource Items – Classified Staff

1. Approve classified employment for the 2017-18 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:
Green, William L., Maintenance, Field Service Technician
Linehan, Michael A., Transportation, Driver
Long, Todd N., Shanahan Middle School, Custodian
McGee, Nathan W., Transportation, Drive
2. Approve classified substitute workers for the 2017-18 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation

Amato, Robert L.	Jordan, Wesley S.
Balser, Rodney A.	Long, Robert L.
Bay, Diana D.	Meixner, Phillip M.
Butcher, Jacob T.	Moorehead, Shawn C.
Galiffo, Anthony D.	Moorman, Charlotte K.
Gomez, Francisco J.	Nagode, Michael A.
Grant, Jon M.	Walker Jr., Robert E
3. Approve classified unpaid leave of absence:
Gurtler, Renee J., Liberty High School, Food Service Worker, effective May 3, 2018 through May 22, 2018
Reda, Connie S., Transportation, Driver, effective April 17, 2018 through May 22, 2018
4. Accept, with regret, the following classified resignations:
Jenkins, Julie A., Heritage Elementary School, Food Service Worker, effective April 13, 2018
Puckett, Sara B., Orange Middle School, Food Service Worker, effective April 13, 2018

REGULAR MEETING
April 26, 2018C. Approve seniors for graduation, pending certification of completion of all district, state, and local requirements. (List on file in Treasurer's Office)D. Approve student overnight and out-of-town trips

Beginning Date	Return Date	Days Missed	# of Volunteers	Category/Event	Location	Transportation	# of Stud.	Est Cost To Dist.
OBHS								
6/17/2018	6/20/2018	0	0	Great Wolf Lodge Cheerleading Camp	Mason, OH	Parents	47	\$0
7/20/2018	7/22/2018	0	0	ONU Boys Soccer Team Building Camp	Ada, OH	Bus	40	\$629.36
OBMS								
10/22/2018	10/26/2018	5	12	8th Grade Washington DC Trip	Washington, DC	Charter	290	\$0
OHMS/OLHS								
6/7/2018	6/9/2018	0	0	Boys Basketball Eastern Ohio Camp	Sherrodsville, OH	Parents	50	\$0
OHMS								
11/5/2018	11/9/2018	0	0	8th Grade Washington DC Trip	Washington, DC	Charter	300	\$0
OHS								
5/5/2018	5/5/2018	0	0	Boys Volleyball Match	Dayton, OH	Bus	12	\$586
6/10/2018	6/12/2018	0	0	Eastern Ohio Basketball Camp	Sherrodsville, OH	Parents	30	\$0
6/28/2018	7/1/2018	0	0	Super Hoops Team Camp	Marion, IN	Parents	12	\$0
7/13/2018	7/15/2018	0	0	Boys Soccer: Kick-off Classic	Mason, OH	Parents	45	\$0
7/16/2018	7/18/2018	0	1	ONU Football Team Camp	Ada, OH	Charter	110	\$0
8/3/2018	8/5/2018	0	3	Girls Cross Country Team Camp	Perrysville, OH	Parents	35	\$0
8/18/2018	8/18/2018	0	0	Midwest Golf Classic	Canton, OH	Vans	3	\$293
8/18/2018	8/18/2018	0	0	Girls Volleyball	Sylvania, OH Bus 36 \$712			
8/31/2018	8/31/2018	0	1	Varsity Football Game	Miamisburg, OH	Charter	85	\$0
10/8/2018	10/8/2018	0	0	Field Hockey	Lancaster, OH	Bus	20	\$385
6/4/2019	6/12/2019	0	0	Foreign Language (Spanish) Trip to Peru	Lima, Peru	Parents	20	\$0
9/13/2019	9/13/2019	0	1	Varsity Football Game	Holland, OH	Charter	85	\$0
OLHS								
4/28/2018	4/29/2018	0	1	JSA Spring State Competition	Cincinnati, OH	Bus	10	\$825.08
5/23/2018	6/3/2018	0	1	Foreign Language Trip -Germany/Prague	Germany/Prague	Air	20	\$0
OHMS/OLHS								
6/7/2018	6/9/2018	0	0	Boys Basketball Eastern Ohio Camp	Sherrodsville, OH	Parents	50	\$0
OLHS								
6/13/2018	6/15/2018	0	0	Boys Basketball Eastern Ohio Camp	Sherrodsville, OH	Parents	50	\$0
6/21/2018	6/22/2018	0	2	Marching Band Senior Leadership Retreat	Berlin, OH	Parents	21	\$0
7/16/2018	7/18/2018	0	0	Girls Volleyball Tournament	Toledo, OH	Parents	15	\$0
7/22/2018	7/28/2018	0	0	Boys Cross Country Team Camp	Tiffin, OH	Parents	80	\$0
7/26/2018	7/28/2018	0	0	ONU Girls Soccer Camp	Ada, OH	Parents	30	\$0
8/6/2018	8/9/2018	0	0	Girls Cross Country Team Camp	Perrysville, OH	Parents	65	\$0
8/11/2018	8/11/2018	0	0	Girls Volleyball Team Scrimmage	Toledo, OH	Bus	12	\$667.88
9/13/2018	9/14/2018	2	0	CD Class Trip to Lake Hope	McArthur, OH	Vans	17	\$425
9/21/2018	9/22/2018	0	0	Boys Cross-Country Invitational	Jackson, MI	Charter	80	\$0
9/22/2018	9/23/2018	0	4	Girls Cross Country Overnight Trip/Meet	Strongsville, OH	Charter	65	\$0
9/29/2018	9/30/2018	0	2	Varsity Chorale Fall Tour	Cleveland, OH	Charter	55	\$0
11/9/2018	11/10/2018	0	2	Kettering National Acafest	Kettering, OH	Bus	30	\$847
11/17/2018	11/18/2018	0	2	Fall Choraliers Tour	Cleveland, OH	Charter	50	\$0
2/13/2019	2/18/2019	1	0	French Class Trip	Quebec, Canada	Charter	20	\$0
4/4/2019	4/8/2019	2	8	Annual NYC Performance Tour	New York, NY	Charter	90	\$0
4/10/2019	4/12/2019	2	2	WCI World Championships	Dayton, OH	Charter	48	\$0
5/30/2019	6/9/2019	0	4	Classic Mythology Study Abroad	Greece	Air	30	\$0
OLMS								
5/20/2019	5/24/2019	4	18	Washington DC 8th Grade Trip	Washington, DC	Charter	370	\$0
OOHS								
5/13/2018	5/13/2018	0	0	Boys/Girls Track and Field Relays	Centerville, OH	Bus	65	\$1256.88
7/15/2018	7/21/2018	0	0	Boys Soccer: California University Camp	California, PA	Charter	50	\$0
7/18/2018	7/22/2018	0	2	Varsity Volleyball Summer Trip	Springfield, OH	Parents	15	\$0
8/11/2018	8/13/2018	0	3	Girls Tennis Match	Cincinnati, OH	Parents	20	\$0
9/22/2018	9/22/2018	0	0	Sat. Night Lights Cross Country Meet	Centerville, OH	Bus	100	\$1,257
11/20/2018	11/24/2018	0	15	Philadelphia Thanksgiving Day Parade	Philadelphia, PA	Charter	300	\$0
OOMS								
6/6/2018	6/16/2018	0	0	French Promenade	France	Air	6	\$0
OSMS								
5/20/2019	5/24/2019	4	34	Washington DC 8th Grade Trip	Washington, DC	Charter	300	\$0

E. Approve agreement with CenterPoint Energy Services, Inc. for the purchase of natural gas for district facilities serviced by Suburban Natural Gas

F. Approve purchase from Mobilease Modular Space, Inc. for classroom modular building for Shanahan Middle School in the amount of \$348,377

G. Approve purchase from BSN Sports for Berlin High School weight room equipment in the amount of \$89,088.92

H. Approve lease with Parallel Technologies, Inc. for district phone and voicemail system in the amount of \$671,808.75

REGULAR MEETING
April 26, 2018

- I. Approve purchase from Parallel Technologies, Inc. for Berlin High School phone system in the amount of \$76,765.40
- J. Approve purchase from Germain Ford of Columbus for district maintenance trucks in the amount of \$153,274
- K. Approve purchase from Wright Specialty Insurance, Andrew Insurance Associates for insurance in the amount of \$345,374
- L. Approve purchase from Follett for Berlin High School library books and media material in the amount of \$147,666.61

Vote: D. King, yes; J. Feasel, yes; R. Bartz, yes; K. O'Brien, yes; M. Patrick, yes.
Motion carried.

Executive Session 18-138 K. O'Brien moved, R. Bartz seconded to enter into Executive Session at 7:26 p.m. as permitted by Section 121.22(G)(1) of the Ohio Revised Code, to consider the employment or compensation of public employees; and Ohio Revised Code Section 121.22(G)(4) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

Vote: K. O'Brien, yes; R. Bartz, yes; J. Feasel, yes; D. King, yes; M. Patrick, yes.
Motion carried

The board reentered open session at 8:15 p.m.

Adjourn 18-139 R. Bartz moved, J. Feasel seconded that the regular meeting of the Olentangy Local School District Board of Education be adjourned at 8:17 p.m.

Vote: R. Bartz, yes; J. Feasel, yes; D. King, yes; K. O'Brien, yes; M. Patrick, yes.
Motion carried.

Mindy Patrick, President

Emily Hatfield, Treasurer

Certificate Section 5705.412, Ohio Revised Code

It is hereby certified that the Olentangy Local School District Board of Education, Delaware County, Ohio, has sufficient funds to meet the contract agreement, obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was or is scheduled for the current fiscal year.

Treasurer

Superintendent of Schools

President, Board of Education

CERTIFIED CONTRACTS

2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Employee Name			Position	Location	Contract		
Last Name	First Name	MI			Effective Date	Term	Salary
Baertsche	Khandice	S.	Intervention Specialist, LD (0.50 FTE)	OA	08/13/18	1-Year	\$ 23,889.00
Brewka	Thelma	M.	Intervention Specialist, LD	OOHS	08/13/18	1-Year	\$ 63,666.00
Burson	Megan	M.	Guidance Counselor	CES	08/13/18	1-Year	\$ 48,365.00
Burwell	Ashley	M.	Mathematics	OOHS	08/13/18	1-Year	\$ 49,324.00
Callahan	Keeler	S.	Physical Education	Traveling	08/13/18	1-Year	\$ 42,730.00
Doup	Jamie	R.	Science	OA	08/13/18	1-Year	\$ 54,202.00
Grimm	Michael	C.	Music, Vocal	Traveling	08/13/18	1-Year	\$ 39,434.00
Hawk	Timothy	J.	Guidance Counselor	OCES	08/13/18	1-Year	\$ 52,191.00
Jackson	Heather	D.	Intervention Specialist, Autism	ACES	08/13/18	1-Year	\$ 48,365.00
James	Gabriel	N.	Physical Education (0.50 FTE)	OHS	08/13/18	1-Year	\$ 28,008.00
James	Mackenzie	L.	Grade 3	SRES	08/13/18	1-Year	\$ 39,434.00
McVay	Nicholas	S.	Physical Education	Traveling	08/13/18	1-Year	\$ 39,434.00
Mewhorter	Carmen	A.	Grade 3	JCES	08/13/18	1-Year	\$ 42,703.00
Reeb	Ellen	L.	Grade 5	GOES	08/13/18	1-Year	\$ 46,086.00
Sheets	Andrea	L.	Grade 4	WRES	08/13/18	1-Year	\$ 39,434.00
Shumate	Tara	A.	Family and Consumer Science	OBMS	08/13/18	1-Year	\$ 63,666.00
Smith	Allison	K.	Intervention Specialist, LD	OHMS	08/13/18	1-Year	\$ 39,434.00
Smith	Travis	H.	Intervention Specialist, LD	OBMS	08/13/18	1-Year	\$ 54,103.00
Sullivan	Kristen	L.	Grade 3	OCES	08/13/18	1-Year	\$ 63,666.00
Thompson	Jana	L.	Grade 6	OHMS	08/13/18	1-Year	\$ 66,268.00
Wilson	Allison	E.	Intervention Specialist, MD	OLHS	08/13/18	1-Year	\$ 39,434.00

CERTIFIED NEW TEACHER ACADEMY STIPEND PAID THROUGH MEMORANDUM BILLING
2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Last Name	First Name	MI
Baertsche	Khandice	S.
Brewka	Thelma	M.
Burson	Megan	M.
Burwell	Ashley	M.
Callahan	Keeler	S.
Doup	Jamie	R.
Grimm	Michael	C.
Hawk	Timothy	J.
Jackson	Heather	D.
James	Gabriel	N.
James	Mackenzie	L.
McVay	Nicholas	S.
Mewhorter	Carmen	A.
Reeb	Ellen	L.
Sheets	Andrea	L.
Shumate	Tara	A.
Smith	Allison	K.
Smith	Travis	H.
Sullivan	Kristen	L.
Thompson	Jana	L.
Wilson	Allison	E.

CERTIFIED EXTENDED SERVICE CONTRACT DAYS
2018-2019 School Year

Recommended for Board of Education Approval on June 14, 2018

Last Name	First Name	MI	Position/Area	Location	Contract Days	Contract Amount
Dobney	Rachel	M.	Gifted	OAO	10	\$ 4,156.54
Burson	Megan	M.	Guidance	CES	6	\$ 1,568.59
Hawk	Timothy	J.	Guidance	OCES	5	\$ 1,692.68

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING
2018-19 School Year
Recommended for Board of Education Approval on June 14, 2018

Employee Name			Position	Hours	Salary	
Last Name	First Name	MI			Per Hour	Total
Extended School Year (ESY) Services						
Bass	Franchesca	E.	Instructor, FTES	25.00	\$ 25.00	\$ 625.00
Bluth	Annie	L.	Instructor, OLMS	3.50	\$ 25.00	\$ 87.50
Castiglione	Donna	M.	Instructor, OOMS	31.00	\$ 45.00	\$ 1,395.00
Chambers	Marci	E.	Instructor, OOMS	5.00	\$ 25.00	\$ 125.00
Cunningham	Maryann	R.	Instructor, JCES	44.50	\$ 25.00	\$ 1,112.50
Cunningham	Maryann	R.	Instructor, JCES	209.50	\$ 35.00	\$ 7,332.50
Foster	Emily	M.	Instructor, OOMS	87.00	\$ 25.00	\$ 2,175.00
Gallmeyer	Kelly	N.	Instructor, OHS	9.50	\$ 25.00	\$ 237.50
Gossett	Gretchen	R.	Instructor, OMES	8.50	\$ 25.00	\$ 212.50
Gregory	Kimberly	M.	Instructor, GOES	12.00	\$ 25.00	\$ 300.00
Lewis	Tiffany	A.	Instructor, OLHS	18.00	\$ 25.00	\$ 450.00
Litvin-Kigaraba	Sarah	M.	Instructor, OHMS	12.00	\$ 25.00	\$ 300.00
Litvin-Kigaraba	Sarah	M.	Instructor, OHMS	12.00	\$ 45.00	\$ 540.00
Martinek	Alyssa	N.	Instructor, SRES	21.50	\$ 25.00	\$ 537.50
Martinek	Alyssa	N.	Instructor, SRES	21.15	\$ 25.00	\$ 528.75
McDowell	Heidi	L.	Instructor, AES	12.00	\$ 25.00	\$ 300.00
McMahon	Kristen	L.	Instructor, OLMS	8.50	\$ 25.00	\$ 212.50
Muntean	Nicole	V.	Instructor, OHMS	7.50	\$ 25.00	\$ 187.50
Norcia	Michelle	C.	Instructor, JCES	10.00	\$ 25.00	\$ 250.00
Petercsak	Emily	B.	Instructor, ISES	12.00	\$ 25.00	\$ 300.00
Reep	Shannon	J.	Instructor, OHMS	12.00	\$ 25.00	\$ 300.00
Robbertz	Holly	E.	Instructor, District	19.00	\$ 75.00	\$ 1,425.00
Rogers	Molly	C.	Instructor, OLMS	6.00	\$ 25.00	\$ 150.00
Sarnovsky	Jennifer	S.	Instructor, OMES	18.00	\$ 25.00	\$ 450.00
Scheibeck	Valerie	L.	Instructor, OCES	43.00	\$ 25.00	\$ 1,075.00
Smith	Kathleen	J.	Instructor, WRES	12.00	\$ 25.00	\$ 300.00
Spinosi	Rebecca	J.	Instructor, JCES	12.00	\$ 25.00	\$ 300.00
Steward	Malinda	A.	Instructor, WRES	24.00	\$ 25.00	\$ 600.00
Stimmel	Mariam	P.	Instructor, WCES	14.50	\$ 25.00	\$ 362.50
Swisher	Ingrid	A.	Instructor, OOHHS	17.00	\$ 25.00	\$ 425.00
Tallarico	Katelyn	E.	Instructor, SRES	9.50	\$ 25.00	\$ 237.50
Turner	Charra	L.	Instructor, OOMS	9.50	\$ 25.00	\$ 237.50
White	Jessica	T.	Instructor, WCES	8.50	\$ 25.00	\$ 212.50
Wood	Melissa	L.	Instructor, OBMS	12.00	\$ 45.00	\$ 540.00
Home Instruction						
Ross	Carrie	E.	Instructor, OLHS	62.00	\$ 25.00	\$ 1,550.00
Smith	Kelsey	A.	Instructor, OA	24.00	\$ 25.00	\$ 600.00
Orton-Gillingham Professional Development						
Robbertz	Holly	E.	Instructor, OLSD	0.00	\$ -	\$ 3,413.00
Summer Enrichment Experience 2018 (SEE '18)						
Swain-Abrams	Cathy	D.	Instructor, OOHHS	0.00	\$ -	\$ 2,400.00
Thompson	Britany	R.	Instructor, OLHS	0.00	\$ -	\$ 1,200.00
Think Tank 2018 (May 30, 2018 and May 31, 2018)						
Kleinhenz	Kelly	A.	Instructor, SRES	0.00	\$ -	\$ 100.00
Shultz	Melinda	B.	Instructor, GOES	0.00	\$ -	\$ 100.00
Simpson	Laura	G.	Instructor, OCES	0.00	\$ -	\$ 100.00
Smith	Kathleen	J.	Instructor, WRES	0.00	\$ -	\$ 100.00

SUPPLEMENTAL CONTRACTS**2018-19 School Year***Recommended for Board of Education Approval on June 14, 2018*

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
District Department Chairs								
ELL (K-12)	District	Aprile	Christina	L.	7	0	\$ 1,972.00	All Year
Cheerleading								
8th Grade Cheerleading Coach	OBMS	Henkle	Emma	J.	3/4 of 9	2	\$ 1,035.00	Fall
7th Grade Cheerleading Coach	OBMS	Henkle	Emma	J.	3/4 of 9	2	\$ 1,035.00	Fall
8th Grade Cheerleading Coach	OSMS	Boerner	Erica	C.	9	3	\$ 1,479.00	Fall
7th Grade Cheerleading Coach	OSMS	Wood	Danielle	M.	9	2	\$ 1,380.00	Fall
Cross Country								
Boys Asst Cross Country Coach	OBHS	LaFlamme	Michael	A.	5	0	\$ 2,760.00	Fall
Asst Cross Country Coach	OBMS	Morelli	Christopher	A.	8	0	\$ 1,577.00	Fall
Head Cross Country Coach	OOMS	Green	David	L.	7	5	\$ 2,958.00	Fall
Asst Cross Country Coach	OOMS	Shoaf	Shane	A.	8	3	\$ 1,873.00	Fall
Faculty Manager								
Faculty Manager	OOMS	Williams	Melanie	J.	6	4	\$ 3,155.00	Fall
Faculty Manager	OSMS	Alley	Susan	F.	6	10	\$ 4,338.00	Fall
Football								
Asst Football Coach	OBHS	Arend	Jeremy	J.	3	10	\$ 5,915.00	Fall
Asst Football Coach	OBHS	Binkley	Christopher	A.	3	2	\$ 4,338.00	Fall
Asst Football Coach	OBHS	Komenda	Bradley	J.	1/2 of 3	9	\$ 2,859.00	Fall
Asst Football Coach	OBHS	Rose	Mark	S.	1/2 of 3	6	\$ 2,563.00	Fall
Asst Football Coach	OBHS	Sauder	Theodore	A.	3	4	\$ 4,732.00	Fall
Asst Football Coach	OBHS	Williamson	William	E.	3	8	\$ 5,521.00	Fall
Head Football Coach	OHS	Solis	Mark	L.	1	10	\$ 7,098.00	Fall
Asst Football Coach	OHS	Fuchs	Samuel	M.	3	3	\$ 4,535.00	Fall
Asst Football Coach	OHS	Harris	Daniel	J.	3	6	\$ 5,126.00	Fall
Asst Football Coach	OHS	Thompson	Brett	A.	3	6	\$ 5,126.00	Fall
Head Football Coach	OOHS	Schroeder	Stephen	Z.	1	10	\$ 7,098.00	Fall
Asst Football Coach	OOHS	Berndt	Matthew	A.	3	10	\$ 5,915.00	Fall
Asst Football Coach	OOHS	Roth	Robert	L.	3	10	\$ 5,915.00	Fall
8th Grade Asst Football Coach	OOMS	Baker	Todd	W.	7	10	\$ 3,943.00	Fall
Golf								
Girls Head Golf Coach	OBHS	Dlesk	Bethany	A.	4	0	\$ 3,155.00	Fall
Girls Head Golf Coach	OLHS	Glover	Shayla	S.	4	3	\$ 3,746.00	Fall
Head Golf Coach	OBMS	Moss	Jacob	A.	6	5	\$ 3,352.00	Fall
Head Golf Coach	OOMS	Farmer	William	E.	6	3	\$ 2,958.00	Fall
Head Golf Coach	OSMS	Weaver	Michael	M.	6	1	\$ 2,563.00	Fall
Soccer								
Girls Asst Soccer Coach	OBHS	Kaminski	Alexis	M.	4	0	\$ 3,155.00	Fall
Girls Asst Soccer Coach	OHS	Mattingly	Kethryn	A.	4	0	\$ 3,155.00	Fall
Volleyball								
8th Grade Volleyball Coach	OOMS	Beckstedt	Lana	A.	6	5	\$ 3,352.00	Fall
7th Grade Volleyball Coach	OOMS	Wiley	Hanna	M.	6	1	\$ 2,563.00	Fall
Weight Training Coordinator								
Weight Training Coordinator	OBHS	Brooks	Ryan	P.	8	7	\$ 2,267.00	Fall
Basketball								
Boys Asst Basketball Coach	OBHS	Horman	Daniel	J.	3	10	\$ 5,915.00	Winter
Boys Asst Basketball Coach	OBHS	Mount	Daniel	E.	3	10	\$ 5,915.00	Winter
Boys 7th Grade Basketball Coach	OOMS	Rieger	Thaddeus	T.	6	6	\$ 3,549.00	Winter
Cheerleading								

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
8th Grade Cheerleading Coach	OSMS	Boerner	Erica	C.	9	3	\$ 1,479.00	Winter
7th Grade Cheerleading Coach	OSMS	Wood	Danielle	M.	9	2	\$ 1,380.00	Winter
Faculty Manager								
Faculty Manager	OOMS	Williams	Melanie	J.	5	4	\$ 3,549.00	Winter
Faculty Manager	OSMS	Alley	Susan	F.	5	10	\$ 4,732.00	Winter
Weight Training Coordinator								
Weight Training Coordinator	OBHS	Brooks	Ryan	P.	8	7	\$ 2,267.00	Winter
Faculty Manager								
Faculty Manager	OSMS	Alley	Susan	F.	6	10	\$ 4,338.00	Spring
Weight Training Coordinator								
Weight Training Coordinator	OBHS	Brooks	Ryan	P.	8	7	\$ 2,267.00	Spring

PUPIL ACTIVITY SUPERVISOR CONTRACTS

2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Cross Country								
Cross Country - Volunteer Chaperone	OHS	DiGiovine	Michalle	M.	N/A	N/A	\$ -	All Year
Cross Country - Volunteer Chaperone	OLHS	Van der Lans	Jennifer	L.	N/A	N/A	\$ -	All Year
Athletic Manager								
Athletic Manager	OLMS	Henesy	Jonathan	A.	5	0	\$ 2,760.00	Fall
Cross Country								
Girls Asst Cross Country Coach	OBHS	Gegick	Peter	W.	5	2	\$ 3,155.00	Fall
Cross Country - Volunteer	OBHS	St. John	Sarah	E.	N/A	N/A	\$ -	Fall
Girls Head Cross Country Coach	OLHS	Dewese	Darrell	D.	4	10	\$ 5,126.00	Fall
Field Hockey								
Asst Field Hockey Coach	OBHS	Martin	Allison	M.	6	0	\$ 2,366.00	Fall
Football								
Asst Football Coach	OHS	Ogg	Johnathan	E.	3	10	\$ 5,915.00	Fall
Asst Football Coach	OHS	Magistro	John	L.	3	10	\$ 5,915.00	Fall
Asst Football Coach	OHS	West	James	D.	3	10	\$ 5,915.00	Fall
Football - Volunteer	OHS	Dunkelberger	David	L.	N/A	N/A	\$ -	Fall
Football - Volunteer	OHS	Miller	Daniel	C.	N/A	N/A	\$ -	Fall
8th Grade Football Coach	OOMS	Ramey	Brent	A.	6	4	\$ 3,155.00	Fall
7th Grade Football Coach	OOMS	Goettemoeller	Nathan	C.	6	4	\$ 3,155.00	Fall
Football - Volunteer	OOMS	Clouse	Gregory	W.	N/A	N/A	\$ -	Fall
Football - Volunteer	OOMS	Haney	Shawn	R.	N/A	N/A	\$ -	Fall
Soccer								
Girls Asst Soccer Coach	OBHS	Delara	Taylor	M.	4	1	\$ 3,352.00	Fall
Girls Asst Soccer Coach	OBHS	Funk	Trevor	M.	4	3	\$ 3,746.00	Fall
Girls Head Soccer Coach	OLHS	Carter	Hillary	P.	4	2	\$ 3,549.00	Fall
Girls Asst Soccer Coach	OLHS	DeWees	Kristen	M.	4	1	\$ 3,352.00	Fall
Volleyball								
Asst Volleyball Coach	OBHS	Piper	Tabatha	M.	4	0	\$ 3,155.00	Fall
JV Volleyball Coach	OBHS	Ralston	Ciara	S.	4	0	\$ 3,155.00	Fall
Asst Volleyball Coach	OLHS	Lemanski	Laura	C.	4	3	\$ 3,746.00	Fall
8th Grade Volleyball Coach	OSMS	Zaye	Lori	E.	6	7	\$ 3,746.00	Fall
Athletic Manager								
Athletic Manager	OLMS	Henesy	Jonathan	A.	5	0	\$ 2,760.00	Winter
Basketball								
Girls Head Basketball Coach	OBHS	Beidelman	Megan	E.	1	1	\$ 5,324.00	Winter
Girls Asst Basketball Coach	OBHS	Lilly	Teneil	E.	3	0	\$ 3,943.00	Winter
Basketball - Volunteer	OHS	Shimp	Mickey	M.	N/A	N/A	\$ -	Winter
Ice Hockey								
Asst Ice Hockey Coach	OBHS	Ellis	Chad	D.	4	5	\$ 4,141.00	Winter
Asst Ice Hockey Coach	OLHS	Noren	Darryl	R.	4	0	\$ 3,155.00	Winter
Swimming								
Boys Head Swimming Coach	OHS	Higdon	Calvin	E.	3/4 of 2	0	\$ 3,549.00	Winter
Girls Head Swimming Coach	OHS	Higdon	Calvin	E.	3/4 of 2	0	\$ 3,549.00	Winter
Athletic Manager								
Athletic Manager	OLMS	Henesy	Jonathan	A.	5	0	\$ 2,760.00	Spring

CLASSIFIED SUBSTITUTES

2018-19 School Year

Recommended for Board of Education Approval on June 14, 2018

Barendse, Molly W.	LaQuinta, Christina M.
Beck, Michael A.	Leiter, Kris A.
Bennett, Stephanie O.	Lindsey, Latricia
Bogner, Robert D.	Long, Robert
Border, Julie M.	Maddox, Grant T.
Boyer, Rachel	Manchikanti, Lalitha
Buening, Michele S.	McCrea, Amy
Caton, John	Meade, Charles W.
Chapman, Timothy D.	Merkel, Melissa
Choudhary, Priyanka	Miner, Justin L.
Clark, Austin S.	Moorehead, Shawn C.
Cochran, Jennie R.	Moorman, Charlotte
Contini, Stephanie	Painter, Michael A.
Crawford, Beverly	Palo, Andrew T.
Davis, Vicki	Parsons, Delores
Donnenwirth, Kathryn M.	Penry, Jeffrey S.
Dunnick, John	Pierce, Treva
Eck, Mary E.	Price, Keith A.
Evans, Jeffrey D.	Querry, Evan
Flores Munoz, Nuria	Quinn, Connor
Forshaw, Alida	Ramsey, Melinda M.
Galiffo, Anthnoy	Randall, Dana
Geller, Mary H.	Rasmussen, Joy
Gossing, Cheryl A.	Reynolds, Steve W.
Hammerstein-Woo, Ellen	Rivera, Kathy M.
Harmon, Arno	Roberts, Kim
Hartley, Allen R.	Ryan, Michelle M.
Hegg, Debra A.	Scharf, Radulka
Heller, Linda M.	Silberstein, Stayce
Hershiser, Shane	Smith, Michele L.
Hull, Ann E.	Staffen, Joseph D.
James, Loretta C.	Teasley, Unice H.
Kauf, Suzanne M.	Tomick, Dana L.
Kearns, Melinda	Vaidya, Vaishali M.
Keller, Mike	VanDerKlooster, Susan
Kellow, Pamela	Wade, Wallace L.
Kolp, Theresa D.	Ward, Ashley R.
Koon, Lindley	Wilson, Bryan O.
Kosmal, Thomas E.	Wood, Rachel
Kuntz, Randy E.	Xenakis, Jamie M.

CLASSIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING
2017-18 School Year

Recommended for Board of Education Approval on June 14, 2018

Employee Name			Position	Hours	Salary	
Last Name	First Name	MI			Per Hour	Total
Grade 3 Summer Reading Program (June 2018)						
Helmlinger	Karen		Clinic Aide	3.00	\$ 11.75	\$ 35.25
Montgomery	Jaimee		Clinic Aide	12.00	\$ 23.67	\$ 284.04

Berlin High School

Mr. Todd Spinner
PrincipalBerlin High School
3000 Berlin Station Rd
Delaware, OH 43015-9618
United States

Quote Number: 44086

Quote Creation Date: 05-16-2018

Quote Expiration Date: 09-30-2018

Berlin High School Science Quote

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Brown: Chemistry: The Central Science	\$ 3,443.31	\$ 120.97	\$ 3,443.31
Campbell: Biology in Focus	\$ 14,826.81		\$ 14,826.81
Chemistry	\$ 12,798.45	\$ 122.47	\$ 12,798.45
Giancoli: Physics: Principles with	\$ 3,431.84	\$ 221.94	\$ 3,431.84
Hewitt: Conceptual Physics	\$ 2,902.31		\$ 2,902.31
Miller Biology	\$ 15,046.67	\$ 122.47	\$ 15,046.67
Withgott: Environment: The Science	\$ 4,379.10	\$ 105.97	\$ 4,379.10
Solution Subtotal	\$ 56,828.49	\$ 693.82	\$ 56,828.49
Shipping & Handling			\$ 1,128.56
Total			\$ 57,957.05

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Brown: Chemistry: The Central Science						
Brown, Chemistry The Central Science 14e, AP Edition ©2018 with MasteringChemistry with Pearson eText						
9780134650951	CHEMISTRY: THE CENTRAL SCIENCE, AP EDITION, 14TH EDITION ©2018 WITH MASTERINGCHEMISTRY WITH PEARSON ETEXT (UP TO 6 YEARS) CHEM: CENTRAL SCIENCE (NASTA EDITION)	\$167.97	0	20	\$0.00	\$3,359.40
9780134566207	LABORATORY EXPERIMENTS CHEMISTRY: CENTRAL	\$42.47	0	1	\$0.00	\$42.47
9781323476123	MASTERINGCHEMISTRY WITH PEARSON ETEXT -- STANDALONE ACCESS CARD -- CHEMISTRY: THE CENTRAL SCIENCE, AP EDITION, 14TH EDITION ©2018 (6-YEAR) CHEMISTRY: THE CENTRAL SCIENCE	\$120.97	1	0	\$120.97	\$0.00

Berlin High School

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134554075	CHEMISTRY: CENTRAL SCIENCE STUDY GUIDE	\$26.47	0	1	\$0.00	\$26.47
9780134661483	TEST PREP WORKBOOK CHEMISTRY: THE CENTRAL SCIENCE	\$14.97	0	1	\$0.00	\$14.97
Brown, Chemistry The Central Science 14e, AP Edition ©2018 with MasteringChemistry with Pearson eText Subtotal					\$ 120.97	\$ 3,443.31
Brown: Chemistry: The Central Science Subtotal					\$ 120.97	\$ 3,443.31

Campbell: Biology in Focus**Campbell BIOLOGY in Focus 2nd Edition, AP Edition with MasteringBiology with Pearson eText ©2017**

9780321877055	PRACTICING BIOLOGY: STUDENT WORKBOOK	\$10.47	0	1	\$0.00	\$10.47
9781323151853	COSC 2016 MASTERINGBIOLOGY WITH ETEXT FOR CAMPBELL BIOLOGY IN FOCUS 2/E 6-YEAR STUDENT ACCESS GRADE 9/12	\$115.97	0	90	\$0.00	\$10,437.30
9780134278919	CAMPBELL BIOLOGY IN FOCUS AP EDITION 2E 2017 WITH MASTERING WITH ETEXT UP TO 6 YEARS STUDENT EDITION	\$144.97	0	30	\$0.00	\$4,349.10
9780133458145	CAMPBELL BIOLOGY NASTA EDITION PREPARE BIO AP EXAM	\$14.97	0	1	\$0.00	\$14.97
9780134546902	TEST PREP WORKBOOK FOR AP® BIOLOGY NEW EDITION 6E,,	\$14.97	0	1	\$0.00	\$14.97
Campbell BIOLOGY in Focus 2nd Edition, AP Edition with MasteringBiology with Pearson eText ©2017 Subtotal						\$ 14,826.81
Campbell: Biology in Focus Subtotal						\$ 14,826.81

Chemistry**Pearson Chemistry ©2017**

9781323205914	CHEMISTRY 2017 TEACHERS EDITION (HARD COVER) GRADE 11	\$122.47	1	0	\$122.47	\$0.00
9781323205891	CHEMISTRY 2017 STUDENT EDITION PLUS 6-YEAR STUDENT LICENSE GRADE 10/11	\$101.47	0	60	\$0.00	\$6,088.20
9781323212301	CHEMISTRY 2017 DIGITAL COURSEWARE 6-YEAR LICENSE (REALIZE) GRADE 9/12	\$89.47	0	75	\$0.00	\$6,710.25
Pearson Chemistry ©2017 Subtotal					\$ 122.47	\$ 12,798.45
Chemistry Subtotal					\$ 122.47	\$ 12,798.45

Berlin High School

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Giancoli: Physics: Principles with Applications						
Giancoli, Physics: Principles with Applications AP® Edition 7th Edition © 2014 with MasteringPhysics						
9781269643511	COSC 2013 NATL MASTGPHYSICS WITH ETEXT PHYSICS 6YR PKG 2013 TAP G12	\$120.97	1	0	\$120.97	\$0.00
9780321733740	PHYSICS: PRIN WITH APPL&MASTERG W/ETX AC PK INSTRU RESRC DVD	\$100.97	1	0	\$100.97	\$0.00
9780321921734	PHYSICS: PRIN WITH APPL&MASTERG W/ETX AC PK MASTERG W/ETX SA AC	\$49.97	0	1	\$0.00	\$49.97
9780133447682	PHYS: PRIN WITH APPL AP ED PLS MSTNGPHYS/ET MASTERINGPHYSICS ETEXT (6-YEAR)	\$167.97	0	20	\$0.00	\$3,359.40
9780321768087	PHYSICS: PRIN WITH APPL&MASTERG W/ETX AC STUDENT STUDY GUIDE	\$22.47	0	1	\$0.00	\$22.47
Giancoli, Physics: Principles with Applications AP® Edition 7th Edition © 2014 with MasteringPhysics Subtotal					\$ 221.94	\$ 3,431.84
Giancoli: Physics: Principles with Applications Subtotal					\$ 221.94	\$ 3,431.84

Hewitt: Conceptual Physics**Hewitt, Conceptual Physics 12th Edition ©2015 with MasteringPhysics with Pearson eText**

9780133498493	CONCEPTUAL PHYSICS (HS BINDING) 12E ©2015 WITH MASTERINGPHYSICS WITH PEARSON ETEXT (UP TO 6 YEARS)	\$141.47	0	20	\$0.00	\$2,829.40
9780321940056	CONCEPTUAL PHYSICS LAB MNL ACTIV EXPEE	\$26.97	0	1	\$0.00	\$26.97
9780321940742	CONCEPTUAL PHYSICS PRACTICE BOOK	\$22.97	0	1	\$0.00	\$22.97
9780321940735	CONCEPTUAL PHYSICS PROBLEM SOLVING	\$22.97	0	1	\$0.00	\$22.97
Hewitt, Conceptual Physics 12th Edition ©2015 with MasteringPhysics with Pearson eText Subtotal						\$ 2,902.31
Hewitt: Conceptual Physics Subtotal						\$ 2,902.31

Miller Biology**Miller and Levine Biology ©2017**

9781323205846	MILLER LEVINE BIOLOGY 2017 STUDENT EDITION (HARDCOVER) + DIGITAL COURSEWARE 6-YEAR LICENSE	\$101.47	0	75	\$0.00	\$7,610.25
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Berlin High School

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9781323212325	MILLER LEVINE BIOLOGY 2017 DIGITAL COURSEWARE 6-YEAR LICENSE (REALIZE)	\$86.47	0	86	\$0.00	\$7,436.42
9781323205860	MILLER LEVINE BIOLOGY 2017 TEACHER EDITION GRADE 10	\$122.47	1	0	\$122.47	\$0.00
Miller and Levine Biology ©2017 Subtotal					\$ 122.47	\$ 15,046.67
Miller Biology Subtotal					\$ 122.47	\$ 15,046.67

Withgott: Environment: The Science Behind the Stories

Withgott, Environment The Science Behind the Stories 6e, AP Edition ©2018 with MasteringEnvironmentalScience with Pearson eText

9780134646169	ENVIRONMENT: TSBS 6E ©2018 WITH MASTEENVSCI ETEXT (6YR) WITH TESTPREP ENVIRONMENT: THE SCIENCE BEHIND THE STORIES 6E, AP EDITION	\$145.97	0	30	\$0.00	\$4,379.10
9781323501412	MASTERINGENVIRONMENTALSCIENCE STANDALONE ACCESS CARD WITH PEARSON ENVIRONMENT: THE SCIENCE BEHIND THE STORIES 6E, AP EDITION	\$105.97	1	0	\$105.97	\$0.00
Withgott, Environment The Science Behind the Stories 6e, AP Edition ©2018 with MasteringEnvironmentalScience with Pearson eText Subtotal					\$ 105.97	\$ 4,379.10
Withgott: Environment: The Science Behind the Stories Subtotal					\$ 105.97	\$ 4,379.10
Solution Subtotal					\$ 693.82	\$ 56,828.49
Shipping and Handling						\$ 1,128.56
					Total	\$ 57,957.05
Discounted Shipping & Handling Applied						

Berlin High School

Mr. Todd Spinner
PrincipalBerlin High School
3000 Berlin Station Rd
Delaware, OH 43015-9618
United States

Quote Number: 44085

Quote Creation Date: 05-05-2018

Quote Expiration Date: 09-30-2018

AGS Math

Price Quote Summary

Solution	Base Amount	Total
AGS Consumer Mathematics - Revised	\$ 647.11	\$ 647.11
Solution Subtotal	\$ 647.11	\$ 647.11
	Shipping & Handling	\$ 35.00
	Total	\$ 682.11

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
AGS Consumer Mathematics - Revised				
AGS Consumer Mathematics - Revised ©2003				
9780785429432	CONSUMER MATHEMATICS STUDENT TEXT	\$51.47	5	\$257.35
9780785429449	CONSUMER MATHEMATICS TEACHERS EDITION	\$72.47	1	\$72.47
9780785429470	CONSUMER MATHEMATICS TEACHERS RESOURCE LIBRARY ON CD-ROM FOR MACINTOSH AND WINDOWS	\$205.97	1	\$205.97
9780785429456	CONSUMER MATHEMATICS STUDENT WORKBOOK	\$20.97	5	\$104.85
9780785429463	CONSUMER MATHEMATICS WORKBOOK ANSWER KEY	\$6.47	1	\$6.47
AGS Consumer Mathematics - Revised ©2003 Subtotal				\$ 647.11
AGS Consumer Mathematics - Revised Subtotal				\$ 647.11

Berlin High School

ISBN	Description	Price	Charged Qty	Total Charged
Solution Subtotal				\$ 647.11
Shipping and Handling				\$ 35.00
Total				\$ 682.11

Berlin High School



Mr. Vince Detillio
Secondary Curriculum and Instructional Director

Berlin High School
3000 Berlin Station Rd
Delaware, OH 43015-9618
United States

Quote Number: 44089

Quote Creation Date: 05-05-2018

Quote Expiration Date: 09-30-2018

AP Calculus

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Demana: Calculus: Graphing, Numerical,	\$ 3,199.50	\$ 219.82	\$ 3,199.50
Solution Subtotal	\$ 3,199.50	\$ 219.82	\$ 3,199.50
Shipping & Handling			\$ 223.97
Total			\$ 3,423.47

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Demana: Calculus: Graphing, Numerical, Algebraic						
Finney, Demana, Waits, Kennedy, Calculus: Graphical, Numerical, Algebraic, 3rd Edition ©2007						
9780536210128	CALCULUS: A COMPLETE COURSE STUDENT EDITION COPYRIGHT 2006	\$106.65	0	30	\$0.00	\$3,199.50
9780132014090	CALCULUS ANNOTATED TEACHER EDITION 2007C	\$119.47	1	0	\$119.47	\$0.00
9780132014137	CALCULUS ADVANCED PLACEMENT CORRELATIONS AND PREPARATION BLACKLINE MASTERS 2007C	\$19.97	1	0	\$19.97	\$0.00
9780132029490	CALCULUS ADVANCED PLACEMENT TEST PREP WORKBOOK 2007C	\$15.47	1	0	\$15.47	\$0.00
9780132014120	CALCULUS ASSESSMENT RESOURCES BLACKLINE MASTERS 2007C	\$19.97	1	0	\$19.97	\$0.00
9780132014113	CALCULUS PRACTICE WORKBOOK 2007C	\$24.97	1	0	\$24.97	\$0.00

Berlin High School

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780132014205	CALCULUS PRESENTATION EXPRESS CD 2007C	\$19.97	1	0	\$19.97	\$0.00
Finney, Demana, Waits, Kennedy, Calculus: Graphical, Numerical, Algebraic, 3rd Edition ©2007 Subtotal					\$ 219.82	\$ 3,199.50
Demana: Calculus: Graphing, Numerical, Algebraic Subtotal					\$ 219.82	\$ 3,199.50
Solution Subtotal					\$ 219.82	\$ 3,199.50
Shipping and Handling						\$ 223.97
Total						\$ 3,423.47

Draft



Because learning changes everything.™

QUOTE PREPARED FOR:

Berlin High School
3000 Berlin Station Rd
Delaware, OH 43015
ACCOUNT NUMBER: 11983894

SUBSCRIPTION/DIGITAL CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

SALES REP INFORMATION:

Carolyn Larrick
carolyn.larrick@mheducation.com
(614) 563-9047

Section Summary	Value of All Materials	Free Materials	Product Subtotal
US History and Geography: Modern Times 2018	\$21,336.24	(\$1,679.04)	\$19,657.20
World History: Modern Times 2018	\$26,460.93	(\$1,259.28)	\$25,201.65
US Government: Our Democracy 2018	\$13,982.82	(\$413.52)	\$13,569.30
Economics 2018	\$15,481.32	(\$413.52)	\$15,067.80
PRODUCT TOTAL*	\$77,261.31	(\$3,765.36)	\$73,495.95
ESTIMATED S&H**			\$1,251.33
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$74,747.28

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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QUOTE DATE: 05/02/2018
QUOTE NUMBER: CLARR-05022018-004

ACCOUNT NAME: Berlin High School
ACCOUNT #: 11983894

EXPIRATION DATE: 06/16/2018
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
US History and Geography: Modern Times 2018					
UNITED STATES HIST & GEOG MODRN TIME STUDENT SUITE W/LRNSMRT 6 YR SUBSC BUNDLE	978-0-07-678036-5	120	\$108.03	\$0.00	\$12,963.60
UNITED STATES HISTORY & GEOGRAPHY MODERN TIMES STDNT LEARNING CENTER 6YEAR SUBSC	978-0-07-676872-1	80	\$83.67	\$0.00	\$6,693.60
UNITED STATES HISTORY & GEOGRAPHY MODERN TIMES TEACHER EDITION	978-0-07-676866-0	4	\$132.81	\$531.24	*Free Materials
UNITED STATES HISTORY & GEOGRAPHY MODERN TIMES TEACHER LESSON CENTER 6YEAR SUBSC	978-0-07-676873-8	4	\$286.95	\$1,147.80	*Free Materials
US History and Geography: Modern Times 2018 Subtotal:				\$1,679.04	\$19,657.20
World History: Modern Times 2018					
WORLD HISTORY AND GEOGRAPHY MODERN TIMES STUDENT SUITE W/LRNSMRT 6 YR SUB BUNDLE	978-0-07-678062-4	90	\$108.03	\$0.00	\$9,722.70
WORLD HISTORY AND GEOGRAPHY MODERN TIMES STUDENT LEARNING CENTER 6 YEAR SUBSC	978-0-07-676830-1	185	\$83.67	\$0.00	\$15,478.95
WORLD HISTORY AND GEOGRAPHY MODERN TIMES TEACHER EDITION	978-0-07-676825-7	3	\$132.81	\$398.43	*Free Materials
WORLD HISTORY AND GEOGRAPHY MODERN TIMES TEACHER LESSON CENTER 6 YR SUBSCRIPTION	978-0-07-676695-6	3	\$286.95	\$860.85	*Free Materials
World History: Modern Times 2018 Subtotal:				\$1,259.28	\$25,201.65
US Government: Our Democracy 2018					
UNITED STATES GOVERNMENT OUR DEMOCRACY STUDENT SUITE W/LRNSMRT 6 YR SUBSC BUNDLE	978-0-07-678193-5	30	\$107.43	\$0.00	\$3,222.90
UNITED STATES GOVERNMENT OUR DEMOCRACY STUDENT LEARNING CENTER 6 YR SUBSCRIPTION	978-0-07-676889-9	120	\$86.22	\$0.00	\$10,346.40
UNITED STATES GOVERNMENT TEACHER EDITION	978-0-07-668108-2	1	\$126.57	\$126.57	*Free Materials
UNITED STATES GOVERNMENT OUR DEMOCRACY TEACHER LESSON CENTER 6 YEAR SUBSCRIPTION	978-0-07-676890-5	1	\$286.95	\$286.95	*Free Materials
US Government: Our Democracy 2018 Subtotal:				\$413.52	\$13,569.30
Economics 2018					
UNDERSTANDING ECONOMICS STUDENT SUITE WITH LEARNSMART 6 YEAR SUBSCRIPTION BUNDLE	978-0-07-678206-2	60	\$107.43	\$0.00	\$6,445.80
UNDERSTANDING ECONOMICS STUDENT LEARNING CENTER 6 YEAR SUBSCRIPTION	978-0-07-676683-3	100	\$86.22	\$0.00	\$8,622.00
ECONOMICS TEACHER EDITION	978-0-07-668136-5	1	\$126.57	\$126.57	*Free Materials
UNDERSTANDING ECONOMICS TEACHER LESSON CENTER 6 YEAR SUBSCRIPTION	978-0-07-676685-7	1	\$286.95	\$286.95	*Free Materials
Economics 2018 Subtotal:				\$413.52	\$15,067.80

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QUOTE PREPARED FOR:

Berlin High School
3000 Berlin Station Rd
Delaware, OH 43015
ACCOUNT NUMBER: 11983894

CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

VALUE OF ALL MATERIALS	\$77,261.31
FREE MATERIALS	(\$3,765.36)
PRODUCT TOTAL*	\$73,495.95
ESTIMATED SHIPPING & HANDLING**	\$1,251.33
ESTIMATED TAX**	TBD
GRAND TOTAL	\$74,747.28

SUBSCRIPTION/DIGITAL CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

Comments:

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Signature of School Official

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(740) 657-5901

CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

SALES REP INFORMATION:

Carolyn Larrick
carolyn.larrick@mheducation.com
(614) 563-9047

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Algebra 1 2014	\$12,663.48	(\$3,827.28)	\$8,836.20
Geometry 2014	\$22,795.02	(\$7,632.00)	\$15,163.02
Algebra 2 2014	\$19,836.00	(\$7,045.20)	\$12,790.80
PreCalculus	\$14,741.04	(\$5,853.84)	\$8,887.20
Introduction to Statistics	\$4,955.40	\$0.00	\$4,955.40
PRODUCT TOTAL*	\$74,990.94	(\$24,358.32)	\$50,632.62
ESTIMATED S&H**			\$1,267.49
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$51,900.11

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Algebra 1 2014					
PTO-MIX ALGEBRA 1 6-YEAR STUDENT BUNDLE	978-0-07-663969-4	60	\$91.65	\$0.00	\$5,499.00
GLENCOE ALGEBRA 1 ONLINE STUDENT EDITION 6 YEAR SUBSCRIPTION	978-0-07-663967-0	45	\$74.16	\$0.00	\$3,337.20
GLENCOE ALGEBRA 1 ONLINE STUDENT EDITION 6 YEAR SUBSCRIPTION	978-0-07-663967-0	45	\$74.16	\$3,337.20	*Free Materials
GLENCOE ALGEBRA 1 TEACHER EDITION	978-0-07-663924-3	2	\$122.49	\$244.98	*Free Materials
GLENCOE ALGEBRA 1 ONLINE TEACHER EDITION 6 YEAR SUBSCRIPTION	978-0-07-663968-7	2	\$122.55	\$245.10	*Free Materials
Algebra 1 2014 Subtotal:				\$3,827.28	\$8,836.20

Geometry 2014					
GEOMETRY 6-YEAR STUDENT BUNDLE	978-0-07-664097-3	90	\$92.67	\$0.00	\$8,340.30
GLENCOE GEOMETRY ONLINE STUDENT EDITION 6 YR SUBSC	978-0-07-664002-7	92	\$74.16	\$0.00	\$6,822.72
GLENCOE GEOMETRY ONLINE STUDENT EDITION 6 YR SUBSC	978-0-07-664002-7	93	\$74.16	\$6,896.88	*Free Materials
GLENCOE GEOMETRY TEACHER EDITION	978-0-07-663930-4	3	\$122.49	\$367.47	*Free Materials
GLENCOE GEOMETRY ONLINE TEACHER EDITION 6 YR SUBS	978-0-07-664003-4	3	\$122.55	\$367.65	*Free Materials
Geometry 2014 Subtotal:				\$7,632.00	\$15,163.02

Algebra 2 2014					
ALGEBRA 2, 6-YEAR STUDENT BUNDLE	978-0-07-664101-7	60	\$95.76	\$0.00	\$5,745.60
GLENCOE ALGEBRA 2 ESTUDENT EDITION 6 YEAR SUBSCRIPTION	978-0-07-664004-1	95	\$74.16	\$0.00	\$7,045.20
GLENCOE ALGEBRA 2 ESTUDENT EDITION 6 YEAR SUBSCRIPTION	978-0-07-664004-1	95	\$74.16	\$7,045.20	*Free Materials
Algebra 2 2014 Subtotal:				\$7,045.20	\$12,790.80

PreCalculus					
PRECALCULUS 6 YEAR STUDENT BUNDLE PKG	978-0-07-664413-1	30	\$109.95	\$0.00	\$3,298.50
PRECALCULUS ONLINE ESTUDENT EDITION 6 YR. SUBSCRIPTION	978-0-07-664200-7	65	\$85.98	\$0.00	\$5,588.70
PRECALCULUS ONLINE ESTUDENT EDITION 6 YR. SUBSCRIPTION	978-0-07-664200-7	65	\$85.98	\$5,588.70	*Free Materials
PRECALCULUS TEACHER EDITION	978-0-07-664203-8	1	\$132.57	\$132.57	*Free Materials
PRECALCULUS ONLINE ETEACHER EDITION 6 YR. SUBSCRIPTION	978-0-07-664202-1	1	\$132.57	\$132.57	*Free Materials
PreCalculus Subtotal:				\$5,853.84	\$8,867.20

Introduction to Statistics					
ELECT ELEMENTARY STATISTICS STUDENT 6 YEAR BUNDLE (SE WITH CONNECTED EBOOK)	978-0-07-897109-9	30	\$165.18	\$0.00	\$4,955.40
Digital Teacher Access for Stats is available after purchase					

Digital Teacher Access for Stats is available after purchase Subtotal: \$0.00 \$0.00

Introduction to Statistics Subtotal: \$0.00 \$4,955.40

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ACCOUNT NAME: Berlin High School
ACCOUNT #: 11983894

EXPIRATION DATE: 06/16/2018
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Berlin High School
3000 Berlin Station Rd
Delaware, OH 43015

ACCOUNT NUMBER: 11983894

CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

VALUE OF ALL MATERIALS	\$74,990.94
FREE MATERIALS	(\$24,358.32)
PRODUCT TOTAL*	\$50,632.62
ESTIMATED SHIPPING & HANDLING**	\$1,267.49
ESTIMATED TAX**	TBD
GRAND TOTAL	\$51,900.11

SUBSCRIPTION/DIGITAL CONTACT:

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todd_spinner@olsd.us
(740) 657-5901

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School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

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(740) 657-5901

SALES REP INFORMATION:

Carolyn Larrick
carolyn.larrick@mheducation.com
(614) 563-9047

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Science	\$10,903.44	(\$142.14)	\$10,761.30
Physical Science 2008	\$12,314.46	(\$2,573.46)	\$9,741.00
Health	\$0.00	\$0.00	\$0.00
FCAS	\$7,135.71	(\$2,455.71)	\$4,680.00
Business	\$3,715.41	(\$560.01)	\$3,155.40
Library	\$425.00	\$0.00	\$425.00
PRODUCT TOTAL*	\$34,494.02	(\$5,731.32)	\$28,762.70
ESTIMATED S&H**			\$1,181.66
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$29,944.36

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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QUOTE DATE: 05/17/2018
QUOTE NUMBER: CLARR-05172018-002

ACCOUNT NAME: Berlin High School
ACCOUNT #: 11983894

EXPIRATION DATE: 07/01/2018
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Science					
Anatomy & Physiology					
GEN COMBO SEELEY'S ANATOMY & PHYSIOLOGY: CNCT ACCESS CARD A&P	978-1-25-981998-8	30	\$266.01	\$0.00	\$7,980.30
Anatomy & Physiology Subtotal:				\$0.00	\$7,980.30
Glencoe Earth Science © 2017					
GLENCOE EARTH SCIENCE GEU COMPLETE STUDENT 1 YEAR SUBSCRIPTION BUNDLE	978-0-07-677611-5	30	\$92.70	\$0.00	\$2,781.00
GLENCOE EARTH SCIENCE GEU COMPLETE TEACHER 1 YEAR SUBSCRIPTION BUNDLE	978-0-07-677614-6	1	\$142.14	\$142.14	*Free Materials
Glencoe Earth Science © 2017 Subtotal:				\$142.14	\$2,781.00
Science Subtotal:				\$142.14	\$10,761.30

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ACCOUNT #: 11983894

EXPIRATION DATE: 07/01/2018
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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Physical Science 2008					
GLENCOE PHYSICAL SCIENCE STUDENT EDITION	978-0-07-877962-6	100	\$97.41	\$0.00	\$9,741.00
GLENCOE PHYSICAL SCIENCE ONLINE STUDENT EDITION 1 YEAR SUBSCRIPTION W/O PURCHASE	978-0-07-894636-3	100	\$23.37	\$2,337.00	*Free Materials
GLENCOE PHYSICAL SCIENCE TEACHERS WRAPAROUND EDITION	978-0-07-877963-3	2	\$118.23	\$236.46	*Free Materials
Physical Science 2008 Subtotal:				\$2,573.46	\$9,741.00
Health and Food for Today					
Health Subtotal:				\$0.00	\$0.00
FOOD FOR TODAY STUDENT EDITION	978-0-02-139994-9	35	\$64.59	\$2,260.65	*Free Materials
FOOD FOR TODAY ONLINE STUDENT 1 YEAR SUBSCRIPTION	978-0-02-139909-3	1	\$12.96	\$12.96	*Free Materials
FOOD FOR TODAY ONLINE TEACHER CENTER 1 YEAR SUBSCRIPTION	978-0-02-140343-1	1	\$37.11	\$37.11	*Free Materials
Glencoe Health					
GLENCOE HEALTH HARDBOUND STUDENT EDITION	978-0-02-140707-1	60	\$78.00	\$0.00	\$4,680.00
GLENCOE HEALTH ONLINE TEACHER EDITION 1 YEAR SUBSCRIPTION	978-0-02-145999-5	1	\$144.99	\$144.99	*Free Materials
Glencoe Health Subtotal:				\$144.99	\$4,680.00
FCAS Subtotal:				\$2,455.71	\$4,680.00
Business					
Marketing Essentials					
MARKETING ESSENTIALS ONLINE SE 1 YEAR SUBSCRIPTION	978-0-02-139264-3	30	\$17.43	\$522.90	*Free Materials
MARKETING ESSENTIALS ONLINE TE 1 YEAR SUBSCRIPTION	978-0-02-139572-9	1	\$37.11	\$37.11	*Free Materials
Marketing Essentials Subtotal:				\$560.01	\$0.00
Accounting					
ACCOUNTING PRINT SE AND ONLINE 1 YEAR BUNDLE	978-0-02-137839-5	30	\$105.18	\$0.00	\$3,155.40
Accounting Subtotal:				\$0.00	\$3,155.40
Business Subtotal:				\$560.01	\$3,155.40
Library					
AIMS ARGUMENT MLA 2016 UPDATE	978-1-26-009465-7	5	\$85.00	\$0.00	\$425.00
Library Subtotal:				\$0.00	\$425.00

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3000 Berlin Station Rd
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ACCOUNT NUMBER: 11983894

CONTACT:

Todd Spinner
todd_spinner@olsd.us
(740) 657-5901

VALUE OF ALL MATERIALS	\$34,494.02
FREE MATERIALS	(\$5,731.32)
PRODUCT TOTAL*	\$28,762.70
ESTIMATED SHIPPING & HANDLING**	\$1,181.66
ESTIMATED TAX**	TBD
GRAND TOTAL	\$29,944.36

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EXPIRATION DATE: 07/01/2018
PAGE #: 4

Music & Arts
 43 N. State Street
 Westerville, OH 43081

Berlin HS
Band Instrument Purchases

Drumline	Brand	Model Number	Unit Price	Units	Total Price	Subtotal
Bass Drum	Pearl 28 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM2814/A33	\$534.00	1	\$534.00	
Bass Drum	Pearl 26 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM2614/A33	\$519.00	1	\$519.00	
Bass Drum	Pearl 24 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM2414/A33	\$469.00	1	\$469.00	
Bass Drum	Pearl 22 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM2214/A33	\$454.00	1	\$454.00	
Bass Drum	Pearl 20 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM2014/A33	\$439.00	1	\$439.00	
Bass Drum	Pearl 18 x 14 in. Championship Maple Marching Bass Drum Pure White	PBDM1814/A33	\$409.00	0	\$0.00	
28" Head	Remo 28" Ultra White PowerMax Bass Drumhead	PM-1028-MP-	\$39.50	2	\$79.00	
26" Head	Remo 26" Ultra White PowerMax Bass Drumhead	PM-1026-MP-	\$35.50	2	\$71.00	
24" Head	Remo 24" Ultra White PowerMax Bass Drumhead	PM-1024-MP-	\$33.00	2	\$66.00	
22" Head	Remo 22" Ultra White PowerMax Bass Drumhead	PM-1022-MP-	\$31.00	2	\$62.00	
20" Head	Remo 20" Ultra White PowerMax Bass Drumhead	PM-1020-MP-	\$28.50	2	\$57.00	
18" Head	Remo 18" Ultra White PowerMax Bass Drumhead	PM-1018-MP-	\$28.00	0	\$0.00	
Case- 28" Bass Drum	Pearl	PD2814	\$125.00	1	\$125.00	
Case- 26" Bass Drum	Pearl	PD2614	\$124.00	1	\$124.00	
Case- 24" Bass Drum	Pearl	PD2414	\$122.00	1	\$122.00	
Case- 22" Bass Drum	Pearl	PD2214	\$106.00	1	\$106.00	
Case- 20" Bass Drum	Pearl	PD2014	\$99.00	1	\$99.00	
Case- 18" Bass Drum	Pearl	PD1814	\$86.00	0	\$0.00	
Cover- 28" Bass Drum	Pearl-Gray	MDCG28BD	\$45.00	1	\$45.00	
Cover- 26" Bass Drum	Pearl-Gray	MDCG26BD	\$45.00	1	\$45.00	
Cover- 24" Bass Drum	Pearl-Gray	MDCG24BD	\$43.00	1	\$43.00	
Cover- 22" Bass Drum	Pearl-Gray	MDCG22BD	\$39.00	1	\$39.00	
Cover- 20" Bass Drum	Pearl-Gray	MDCG20BD	\$39.00	1	\$39.00	
Cover- 18" Bass Drum	Pearl-Gray	MDCG18BD	\$35.00	0	\$0.00	
Bass Drum Stand	Pearl MBS-3000 Marching Bass Drum Stand Standard	MBS-3000	\$138.00	5	\$690.00	
Bass Drum Carriers	Pearl CX AIRFRAME Bass Drum Carrier Standard	CXB-1	\$193.00	5	\$965.00	
Rim Protector	Pearl	BDR-1	\$14.00	5	\$70.00	
8-10-12-13" Tenors	PEARL 8-10-12-13" PMTMS CHAMPIONSHIP MAPLE SHALLOW-CUT MARCHING TENORS IN WRAP FINISH : PURE WHITE	PMTMS8023/A33	\$647.00	3	\$1,941.00	
13" Head	Remo 13" Clear Pinstripe Batter Crimplock Drumhead	PS-0313-MP-	\$14.00	3	\$42.00	

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Berlin HS
Band Instrument Purchases

12" Head	Remo 12" Clear Pinstripe Batter Crimplock Drumhead	PS-0312-MP-	\$12.75	3	\$38.25
10" Head	Remo 10" Clear Pinstripe Batter Crimplock Drumhead	PS-0310-MP-	\$12.00	3	\$36.00
8" Head	Remo 8" Clear Pinstripe Batter Crimplock Drumhead	PS-0308-MP-	\$11.75	3	\$35.25
Tenor Case	Pearl	PD-8004	\$147.00	3	\$441.00
Tenor Cover	PEARL SMALL GRAY MARCHING TENORS COVER	MDCG8023	\$46.00	3	\$138.00
Tenor Stand	PEARL ADVANCED HARDWARE MARCHING TENOR STAND	MTS-3000	\$140.00	3	\$420.00
Tenor Carriers	PEARL CORPS EXTREME CX AIRFRAME TENOR CARRIER WITH BACK BAR	CXT-1	\$211.00	3	\$633.00
Stick Bag	Vic Firth Marching Snare Stick Bag - 2 Pair	MSBAG2	\$14.00	3	\$42.00
14" Snare Drum	Pearl Championship Maple FFX Marching Snare Drum 14 x 12 in. Pure White	FFXM1412/A33	\$467.00	4	\$1,868.00
14" Top Head	Remo 14" White Max Kevlar Batter Crimplock Drumhead	KS-2614-00-	\$35.00	4	\$140.00
14" Bottom Head	Snare Side, Crimped, Falamas II, Smooth White, Underlay Ring, 14" Drumhead	KL-1214-SA	\$28.00	4	\$112.00
Case- 14" Snare Drum	Pearl	PD-1412	\$78.00	4	\$312.00
Cover- 14" Snare Drum	Pearl FFX Rehearsal Cover Gray 14 in.	MDCG14	\$34.00	4	\$136.00
Snare Drum Stand	Pearl MSS-3000 Marching Snare Drum Stand Standard	MSS-3000	\$123.00	4	\$492.00
Snare Carriers	Pearl CX AIRFRAME Snare Drum Carrier Standard	CXS-1	\$189.00	4	\$756.00
Stick Bag	Vic Firth Marching Snare Stick Bag - 2 Pair	MSBAG2	\$14.00	4	\$56.00
19" Cymbals	Sabian AA	21922	\$319.00	1	\$319.00
18" Cymbals	Sabian AA	21822	\$298.00	1	\$298.00
17" Cymbals	Sabian AA	21722	\$274.00	1	\$274.00
16" Cymbals	Sabian AA	21622	\$254.00	1	\$254.00
Cymbal Bag	Sabian Standard Cymbal Bag Standard	61008	\$69.00	4	\$276.00
Straps	Sabian	61002	\$8.00	6	\$48.00
Pads	Sabian	61001	\$22.00	6	\$132.00

\$14,501.50

Winds					
Piccolo	Yamaha YPC-32 Piccolo Standard	YPC-32	\$566.00	1	\$566.00
Flute	Yamaha YFL-222 Standard Flute Offset G C-Foot	YFL-222	\$379.00	1	\$379.00
Oboe	Yamaha YOB-441 Series Intermediate Oboe YOB-441 - All Grenadilla	YOB-441	\$2,587.00	1	\$2,587.00
Bassoon	Fox Renard Model 222	222	\$4,997.00	1	\$4,997.00
Clarinet	Yamaha YCL-255 Standard Bb Clarinet Bb Clarinet	YCL-255	\$402.00	1	\$402.00
Bass Clarinet	Yamaha YCL-221	YCL-221II	\$1,684.00	2	\$3,368.00
Alto Saxophone	Yamaha YAS-26 Standard Alto Saxophone Lacquer with Nickel Keys	YAS-26	\$982.00	1	\$982.00
Tenor Saxophones	Yamaha YTS-480	YTS-480	\$1,899.00	4	\$7,596.00

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Berlin HS**Band Instrument Purchases**

Baritone Saxophone	Yamaha YBS-52	YBS-52	\$4,072.00	2	\$8,144.00
French Horns	Holton H379	H379	\$2,444.00	4	\$9,776.00
Mellophones	Yamaha YMP 204M (silver)	YMP-204MS	\$1,260.00	4	\$5,040.00
Trumpet	Yamaha YTR-2330 Standard Bb Trumpet	YTR-2330	\$527.00	1	\$527.00
Trombone	Yamaha YSL-354 Series Student Trombone Standard	YSL-354	\$527.00	1	\$527.00
Bass Trombone	Yamaha YBL-421G Intermediate Bass Trombone Standard	YBL-421G	\$1,929.00	1	\$1,929.00
Euphoniums	Yamaha YEP-321	YEP-321	\$1,687.00	4	\$6,748.00
Marching Baritones	King 625 / 627 Diplomat Series Bb Baritone Horn 625SP Silver Bell Front	625SP	\$1,589.00	4	\$6,356.00
Tubas	Yamaha YBB-321 WC	YBB-321WC	\$4,455.00	4	\$17,820.00
Sousaphones	Jupiter JSP 1010 (silver)	JSP1010S	\$3,393.00	4	\$13,572.00

\$91,316.00

Concert Percussion					
Marimba	Adams Concert Series Synthetic Marimba (MCKF43)	MCKF-43	\$3,723.00	1	\$3,723.00
Xylophone	Adams Soloist Series Zelon Xylophone With Endurance Frame (XSKF35)	XSKF-35	\$2,237.00	1	\$2,237.00
Vibraphone	Adams Concert Series 3.0 Octave Vibraphone with Motor and Endurance Field Frame Silver Bars F3 - F6	VCSF30M	\$3,965.00	1	\$3,965.00
Chimes	Adams 1.5 Octave Standard Series Chimes with Gen2 Frame 1.25 in.	BK2201C	\$2,984.00	1	\$2,984.00
Bells	Adams Concert Series Orchestra Bells, 2.6 Octaves with Black Case Standard	GCO-26	\$1,699.00	1	\$1,699.00
Bells Stand	Yamaha YGS70 X Style Bell or Keyboard Stand Standard	YGS-70	\$66.00	2	\$132.00
Timpani	Adams Professional Series Generation II Polished Copper Timpani, Set of 4 Standard	P2KGSET4	\$10,572.00	1	\$10,572.00
Snare Drum	Pearl Concert Series Snare Drum 14 x 6.5 in. Piano Black	CRP1465103	\$326.00	2	\$652.00
Snare Stand	Pearl S1030 Snare Stand Standard	S1030	\$62.00	2	\$124.00
Bass Drum	Pearl Concert Bass Drum with STBD Suspended Stand 36 x 18	PBE3618/S46	\$1,264.00	1	\$1,264.00
High Toms	Pearl 10" x 10"/12" x 10" Concert Tom Set Midnight Black	PTE1012	\$334.00	1	\$334.00
Low Toms	Pearl 13" x 11"/14" x 12" Concert Tom Set Midnight Black	PTE1314	\$359.00	1	\$359.00
Tom Stand	Pearl T930 Tom Stand Standard	T930	\$105.00	2	\$210.00
Wind Chimes	LP LP513 Studio 72-Bar Double Row Chimes Standard	LP513	\$112.00	1	\$112.00
Wind Chimes Stand	Treeworks TRE52 Bar Chime Mounting Clamp/Wind Chime Holder Bracket Standard	TRE52	\$22.00	1	\$22.00
Crash Cymbals	Sabian AAX New Symphonic Medium Hvy Cymbal Pair 18 in.	21855X	\$329.00	2	\$658.00
Cr Cymbals Stand	Pearl Orchestral Cymbal Cradle Standard	C1030AC	\$129.00	1	\$129.00
Suspended Cymbal	Sabian AA Molto Symphonic Series Suspended Cymbal 20 in.	22089	\$175.00	1	\$175.00

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Ride Cymbal	Sabian AAX Stage Ride Cymbal Brilliant 20 in.	22012XB	\$193.00	1	\$193.00
Cymbal Stand	Pearl Cymbal Boom Stand Standard	B1030	\$145.00	2	\$290.00
Hi-Hat Cymbals	Sabian XSR 14" HATS	XSR1402B	\$144.00	1	\$144.00
Hi-Hat Stand	Pearl H-2000 Eliminator Hi Hat Cymbal Stand	H2050	\$285.00	1	\$285.00
Bongos	LP Generation II Bongos Standard	LP201AX-2RGM	\$230.00	1	\$230.00
Bongos Stand	LP M245 Matador Strap-Lock Bongo Stand Standard	LP M245	\$106.00	1	\$106.00
Congas	LP LPA646 Aspire Conga Set with Double Stand Dark Wood	LPA646	\$288.00	1	\$288.00
Guiro	LP LP243 Super Guiro Standard	LP243	\$28.00	1	\$28.00
Cabasa	LP LP234A Standard Wood Afuche/Cabasa Standard	LP234A	\$27.00	1	\$27.00
Maracas	LP LP281 Pro Maracas Standard	LP281	\$8.00	1	\$8.00
Finger Cymbals	Sabian 50102 Heavy Finger Cymbals Standard	50102	\$28.00	1	\$28.00
Vibraslap	LP Vibra-slap Standard	LP208	\$31.50	1	\$31.50
Triangle	Grover Pro Super-Overtone Triangle 6 in.	TR-6	\$65.00	1	\$65.00
Triangle Beaters	Grover Pro Brass Tubular Beater Set of 3	TB-BS	\$36.00	1	\$36.00
Triangle Clip	Sabian 61122 Triangle Pinch Clip Standard	61122	\$12.00	1	\$12.00
Gong	Sabian 52602 26" Symphonic Gong Standard	52602	\$440.00	1	\$440.00
Gong Stand	Sabian 61005 22 Through 34" Gong Stand Standard	61005	\$186.00	1	\$186.00
Claves	LP LP211R Rosewood Standard Clave Standard	LP211R	\$2.00	1	\$2.00
Cowbell	LP LP-229 Mambo Cowbell Standard	LP-229	\$24.70	1	\$24.70
Castanets	LP Rosewood Castanets Standard	LP430	\$24.70	1	\$24.70
Sleigh Bells	LP CP374 24 Bell Sleigh Bells Standard	CP374	\$26.00	1	\$26.00
Tambourine	Grover Pro Synthetic Head Tambourine 10 in. Double Row German Silver Jingles	T2/GS-X	\$167.00	1	\$167.00
Temple Blocks	LP LP1210 Granite Block/Mount Standard	LP1210	\$142.00	1	\$142.00
Wood Block	Grover Pro Rock Maple Wood Block 10 in.	WB10	\$38.75	1	\$38.75
Jam Block	LP Jam Block Medium Pitch with Bracket High Pitch	LP1205	\$19.00	1	\$19.00
Rain Stick	Meinl Extra Large Professional Bamboo Rain Stick XL	PRORS1-XL	\$38.95	1	\$38.95
Ratchet	Trophy Ratchet Effect Standard	3455	\$19.70	1	\$19.70
Tube Shaker	LP LP440 Shake-It Standard	LP440	\$8.00	1	\$8.00
Egg Shakers	Meinl 4-Piece Egg Shaker Set with Soft to Extra Loud Volumes Standard	ES-SET	\$6.65	1	\$6.65
Slapstick	Toca T-2501 Slap Stick Standard	T-2501	\$24.00	1	\$24.00
Drum Set	Ludwig Element Evolution Drum Set With Hardware & Zildjian ZBT Cymbals - 22" Bass Drum Configuration	LCEE220	\$450.00	1	\$450.00
Percussion Table	Meinl Percussion Table Stand Standard	TMPTS	\$146.89	1	\$146.89
Percussion Cabinet	Columbus Percussion Cabinet	CPP-CABINET	\$0.00	1	\$0.00
Electric Guitar	Fender Standard Telecaster Electric Guitar Black Gloss Maple Fretboard	145102506	\$480.00	1	\$480.00

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Electric Guitar Case	Fender Pro Series Strat/Tele Electric Guitar Case Standard	996180320	\$99.00	1	\$99.00
Guitar Amp	Fender Champion 100 Guitar Combo Amp Black	2330400000	\$299.00	1	\$299.00
Electric Bass	Fender Standard Jazz Bass Guitar Black Gloss Maple Fretboard	146202506	\$499.00	1	\$499.00
Electric Bass Case	Fender Jazz Bass Hardshell Case Black Black Plush Interior	996172306	\$169.00	1	\$169.00
Bass Amp	Fender Rumble 100 1x12 100W Bass Combo Amp Standard	2370400000	\$249.00	1	\$249.00
Pitch Pipe	Kratt Chromatic Pitch Pipe Key of C	MK2	\$19.50	1	\$19.50

\$34,701.34

Sticks & Mallets					
Timpani Mallets	ProMark Performer Series Maple Timpani PST1 Mallets	PST1	\$28.50	1	\$28.50
Timpani Mallets	ProMark Performer Series Maple Timpani PST2 Mallets	PST2	\$28.50	1	\$28.50
Timpani Mallets	ProMark Performer Series Maple Timpani PST3 Mallets	PST3	\$28.50	1	\$28.50
Timpani Mallets	ProMark Performer Series Maple Timpani PST4 Mallets	PST4	\$28.50	1	\$28.50
Concert Bass Drum Mallet	Vic Firth Tom Gauger "General" Bass Drum Mallet	TG01	\$35.00	1	\$35.00
Concert Bass Drum Mallet	Vic Firth Tom Gauger "Rollers" Bass Drum Mallets	TG04	\$66.00	1	\$66.00
Chimes Mallet	Innovative Percussion CC-1 Concert Series Chime Hammer	CC-1	\$28.00	2	\$56.00
Gong Mallet	Vic Firth Soundpower Medium Gong Beater	GB4	\$35.00	1	\$35.00
Vibraphone Mallet	Vic Firth Pesante Series Hard Cord Keyboard Mallets	M208	\$35.00	1	\$35.00
Vibraphone Mallet	Vic Firth Pesante Series Medium Hard Cord Keyboard Mallets	M207	\$35.00	1	\$35.00
Vibraphone Mallet	Vic Firth Pesante Series Medium Soft Cord Keyboard Mallets	M206	\$35.00	1	\$35.00
Vibraphone Mallet	Vic Firth Pesante Series Soft Cord Keyboard Mallets	M205	\$35.00	1	\$35.00
Marimba Mallet	Vic Firth Corpsmaster Multi-Application Series Hard (Rubber Core) Marimba Mallets	M184	\$25.00	1	\$25.00
Marimba Mallet	Vic Firth Corpsmaster Multi-Application Series Hard (Synthetic Core) Marimba Mallets	M183	\$25.00	1	\$25.00
Marimba Mallet	Vic Firth Corpsmaster Multi-Application Series Medium (Synthetic Core) Marimba Mallets	M182	\$25.00	1	\$25.00
Marimba Mallet	Vic Firth Corpsmaster Multi-Application Series Medium Soft (Synthetic Core) Marimba Mallets	M181	\$25.00	1	\$25.00
Marimba Mallet	Vic Firth Corpsmaster Multi-Application Series Soft (Synthetic Core) Marimba Mallets	M180	\$25.00	1	\$25.00
Xylophone/Bells Mallet	Vic Firth Orchestral Series Hard PVC Keyboard Mallets	M135	\$24.00	1	\$24.00
Xylophone/Bells Mallet	Vic Firth Orchestral Series Medium Hard Urethane Keyboard Mallets	M134	\$29.00	1	\$29.00
Xylophone/Bells Mallet	Vic Firth Orchestral Series Medium Poly Keyboard Mallets	M133	\$24.00	1	\$24.00

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Xylophone/Bells Mallet	Vic Firth Orchestral Series Medium Rubber Keyboard Mallets	M132	\$24.00	1	\$24.00
Xylophone/Bells Mallet	Vic Firth Orchestral Series Medium Soft Rubber Keyboard Mallets	M131	\$29.00	1	\$29.00
Xylophone/Bells Mallet	Vic Firth Orchestral Series Soft Plastic Keyboard Mallets	M130	\$29.00	1	\$29.00
Brass Bells Mallet	Vic Firth Orchestral Series Brass Keyboard Mallets	M144	\$21.00	1	\$21.00
Snare Brushes	Vic Firth Jazz Brushes (Plastic Handle)	WB	\$17.00	1	\$17.00
Marching Snare Sticks	Vic Firth Corpsmaster Ralph Hardimon Signature Snare Drumsticks	SRH	\$8.00	12	\$96.00
Marching Tenor Sticks	Vic Firth MTS1 Tenor Drumsticks	MTS1	\$8.50	8	\$68.00
Marching Bass Mallets	Vic Firth Corpsmaster X-Large Head (Hard) Marching Bass Mallets	MB4H	\$34.00	2	\$68.00
Marching Bass Mallets	Vic Firth Corpsmaster Large Head (Hard) Marching Bass Mallets	MB3H	\$31.00	2	\$62.00
Marching Bass Mallets	Vic Firth Corpsmaster Medium Head (Hard) Marching Bass Mallets	MB2H	\$26.00	4	\$104.00
Marching Bass Mallets	Vic Firth Corpsmaster Small Head (Hard) Marching Bass Mallets	MB1H	\$24.00	4	\$96.00

\$1,262.00

Accessories					
Clarinet Mouthpiece	J & D Hite Premiere Bb Clarinet Mouthpiece Standard	111	\$19.00	4	\$76.00
Bass Clarinet Mouthpiece	Yamaha 4C Bass Clarinet Mouthpiece	YAC 1276	\$29.00	2	\$58.00
Alto Sax Mouthpiece	Yamaha 4C Alto Saxophone Mouthpiece Standard	YAC 1286	\$22.50	4	\$90.00
Tenor Sax Mouthpiece	Yamaha 4C Tenor Saxophone Mouthpiece	YAC 1291	\$23.00	4	\$92.00
Bari Sax Mouthpiece	Yamaha 5C Baritone Saxophone Mouthpiece Standard	YAC 1295	\$37.00	2	\$74.00
French Horn Mouthpiece	Yamaha Standard Series French Horn Mouthpiece	YAC HR33B	\$28.00	4	\$112.00
Trumpet Mouthpiece	Bach Standard Series Trumpet Mouthpiece in Silver 5C	3515C	\$39.00	4	\$156.00
Trombone/Euph Mouthpiece	Bach Small Shank Tenor Trombone Mouthpiece 6-1/2AL	3506HAL	\$48.00	4	\$192.00
Tuba Mouthpiece	Conn Helleberg Series Tuba Mouthpiece in Silver Silver 7B	1207B	\$51.00	4	\$204.00
Clarinet Reeds	Mitchell Lurie Bb Clarinet Reeds Strength 3.5 Box of 10	RML10BCL350	\$15.00	2	\$30.00
Clarinet Reeds	Mitchell Lurie Bb Clarinet Reeds Strength 3.0 Box of 10	RML10BCL300	\$15.00	2	\$30.00
Bass Clarinet Reeds	Rico Bass Clarinet Reeds, Box of 10 Strength 3.5	REA1035	\$26.00	1	\$26.00
Bass Clarinet Reeds	Rico Bass Clarinet Reeds, Box of 10 Strength 3	REA1030	\$26.00	1	\$26.00
Alto Sax Reeds	Rico Royal Alto Saxophone Reeds Strength 3.5	RJB1035	\$21.00	2	\$42.00
Alto Sax Reeds	Rico Royal Alto Saxophone Reeds Strength 3	RJB1030	\$21.00	2	\$42.00
Tenor Sax Reeds	Rico Royal Tenor Saxophone Reeds, Box of 10 Strength 3.5	RKB1035	\$27.00	2	\$54.00
Tenor Sax Reeds	Rico Royal Tenor Saxophone Reeds, Box of 10 Strength 3	RKB1030	\$27.00	2	\$54.00
Bari Sax Reeds	Rico Royal Baritone Saxophone Reeds, Box of 10 Strength 3.5	RLB1035	\$36.00	1	\$36.00

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Bari Sax Reeds	Rico Royal Baritone Saxophone Reeds, Box of 10 Strength 3	RLB1030	\$36.00	1	\$36.00
Oboe Reeds	Fox Standard Oboe Reeds Medium	1008M	\$8.95	4	\$35.80
Bassoon Reeds	Fox Renard Bassoon Reed Medium	1006	\$8.30	4	\$33.20
Cork Grease	Selmer Cork Grease (Tube) Standard	2929SG	\$1.90	8	\$15.20
Valve Oil	Blue Juice Valve Oil Standard	BLUJC-2	\$4.15	8	\$33.20
Slide Grease	Superslick Tuning Slide Grease Standard	TSG-1317-SS	\$1.70	8	\$13.60
Clarinet Cleaning Swab	Giardinelli Clarinet Handkerchief Cleaning Swab Standard	GCSCH-97	\$5.00	4	\$20.00
Sax Cleaning Swab	Giardinelli Alto and Tenor Saxophone Handkerchief Cleaning Swab Standard	GCSSH-97	\$6.00	4	\$24.00
Trumpet Snake	Yamaha Trumpet Snake Standard	YAC 1077P	\$5.00	2	\$10.00
Trombone Snake	Yamaha Trombone Snake Standard	YAC 1078P	\$5.00	2	\$10.00
Tuner	Korg TM-50 Combo Tuner/Metronome	TM50PW	\$17.75	4	\$71.00
Straight Mute	Humes & Berg 101 Trumpet Straight Mute Standard	101	\$14.80	5	\$74.00
Cup Mute	Humes & Berg 102 Trumpet Cup Mute Standard	102	\$24.75	5	\$123.75
Harmon Mute	Humes & Berg 111 Stonelined WahWah Trumpet Mute Standard	111	\$49.00	5	\$245.00
Repair Kit	Ferree's Tools Deluxe Repair Kit Q29 Standard	Q29	\$1,599.00	1	\$1,599.00
Repair Kit	Valentino Director'S Combination Fix Kit Includes Heat Gun Standard	MA700018	\$560.00	1	\$560.00

\$4,297.75

GRAND TOTAL: \$146,078.59

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year effective as of the date signed by the
Owner at the end of this Agreement
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Olentangy Local School District Board of Education
7840 Graphics Way
Lewis Center, Ohio 43035
Telephone Number: 740-657-4025
Fax Number: 740-657-4009
Contact: Jeff Gordon, Director of Business Management & Facilities

This document has important
legal consequences. Consultation
with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Fanning Howey Associates, Inc.
4930 Bradenton Avenue
Dublin, Ohio 43017
Telephone Number: 614-764-4661
Fax Number: 614-764-7894
Contact: Bruce Runyon, AIA

for the following Project:
(Name, location and detailed description)

Architect of Record (AOR) Services for ongoing and future Capital Projects for a 5-year
period. Possible improvements identified to date include additions to existing school
buildings and a New Elementary School, as well as, ongoing permanent improvements
throughout the District.

The Architect was selected by the Owner following the qualifications-based selection
process required by Ohio Revised Code Sections 153.65 to 153.71, to provide professional
design services to the Owner.

The first project will be Additions to Three Elementary School Buildings. Amendments to
this Agreement will be made for use as specific future improvements are identified..

The Owner and Architect agree as follows.

Init.

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2	ARCHITECT'S RESPONSIBILITIES
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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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11	COMPENSATION
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13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in ~~optional~~ Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

- Architect-of-Record (AOR) Services for ongoing and future Capital Projects for a 5-year period.
Initial project will be Additions to Three Elementary School Buildings

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Initial Project Commencement Date – Summer/Fall 2018

.2 Substantial Completion date:

Initial Project Substantial Completion Date – Summer/Fall 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. See also Section 12.9

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$3,000,000 per Claim - \$5,000,000 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and as outlined in Exhibit B, and include usual and customary on-site civil engineering services, on-site landscape architecture services, structural, mechanical, plumbing, fire protection, and electrical engineering services. Services not set forth in this Article 3 and as specified in Exhibit B are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if ~~necessary~~, necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall ~~review~~ consult with the Owner to develop the program and other ~~information furnished by the Owner~~, project information, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and ~~aesthetics~~, aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

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including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of soliciting bids from prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal; (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring-coordinating the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 seeing that the printer of the documents will be responsible for distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders of whom the Architect is aware, in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective ~~bidders~~ bidders, of whom the Architect is aware.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the certified Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. In no event shall the Architect's approval be construed to waive, alter, or amend the Contractor's

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obligation to provide what is required or reasonably implied by the Contract Documents, and in no event shall the Architect be responsible for the Contractor's failure to provide what is required in the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the

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Architect's responsibility, and the requested by the Owner. The Architect shall provide the Additional Services only if specifically approved in writing by the Owner. The Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™ 2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)		
§ 4.1.6 Building Information Modeling (E202™ 2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™ 2007)		
§ 4.1.10 Value Analysis (B204™ 2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™ 2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post-occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™ 2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™ 2007)		
§ 4.1.22 Commissioning (B211™ 2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™ 2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™ 2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™ 2007)		

§4.1.1 An unusual level of analysis of the Owner's needs in order to determine the requirements of the Project

§4.1.2 Financial feasibility or other special studies

§4.1.3 Planning surveys or comparative studies of prospective sites

§4.1.4 Environmental studies and submissions required for approvals of governmental authorities or others having environmental jurisdiction over the Project

§4.1.5 Services related to future facilities, systems and equipment

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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- §4.1.6 Measured drawings of existing conditions or facilities
- §4.1.7 Coordination of construction performed by the Owner's own forces or contractors retained by the Owner not a part of this Project
- §4.1.8 Services in connection with the work of a construction manager or other Owner's Agent retained by the Owner after the execution of this Agreement
- §4.1.9 Detailed estimates of Construction Cost
- §4.1.10 Tenant-related services
- §4.1.11 Investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities
- §4.1.12 Assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operations and maintenance, and consulting during operation
- §4.1.13 On-site project representation beyond that required in Basic Services
- §4.1.14 As-designed or as-constructed Project Record Drawings
- §4.1.15 Post-occupancy evaluations
- §4.1.16 Coordination of Owner's Consultants
- §4.1.17 Security planning
- §4.1.18 Commissioning
- §4.1.19 LEED, Green Globes or Energy Star certification
- §4.1.20 Fast-track design services
- §4.1.21 Historic preservation
- §4.1.22 Service of consultants other than those outlined as a part of Basic Services in Article 3 and Exhibit B

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the ~~enactment~~ enactment, re-interpretation, or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner;~~ Owner, except as modified by Section 12.1;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is found to be a party thereto;
- .9 ~~Evaluation of the qualifications of bidders or persons providing proposals;~~
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 ~~Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of ~~Service;~~ Service that are not the result of the Architect's negligent acts;
- .4 Evaluating an extensive number of Claims as the Initial Decision ~~Maker;~~ Maker that are not the result of the Architect's negligent acts;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier, beyond the date of the issuance of the final Certificate of Payment to the Owner.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 An average of One (1) visits to the site per week by the Architect over the duration of the Project during construction
- .3 ~~(—) inspections~~ One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements ~~of the Contract Documents~~ of the Contract Documents. The additional service costs associated with each reinspection will be as denoted in the General Conditions of the Contract for Construction (AIA Document A210 – 2007) with modifications. The Owner-Contractor Agreement will require the Contractor to reimburse the Owner for the cost of the reinspections.
- .4 ~~(—) inspections~~ One (1) inspection for any portion of the Work to determine final ~~completion~~ completion. The additional service costs associated with each reinspection will be as denoted in the General Conditions of the Contract for Construction (AIA Document A210 – 2007) with modifications. The Owner-Contractor Agreement will require the Contractor to reimburse the Owner for the cost of the reinspections.

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§ 4.3.4 If the services covered by this Agreement have not been completed within Sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the information necessary to develop a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, and all other geotechnical services, if any, that may reasonably be required for the Project, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

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Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such ~~uses~~ uses, whether or not such claims or causes of action allege errors, omissions or negligence in the Instruments of Service or their preparation. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section ~~7.3.1-7.3.1.~~ 7.3.1., whether or not such claims or causes of action allege errors, omissions or negligence in the Instruments of Service or their preparation. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures conducted in accordance with applicable state law in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 ~~and Section 11.9.7.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any right, interest, claim, defense or privilege under this Agreement, without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.~~other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution.~~ The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this ~~Agreement.~~Agreement, or that would subject the Architect to liability to any person, firm, or corporation other than the Owner..

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the ~~Project.~~Project providing that the giving of such credit is without cost to the Owner.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for Basic Services shall be a fixed stipulated sum of Five Hundred Fifty-three Thousand Nine Hundred Eighty-nine Dollars (\$553,989.00) for the Scope of the Project as outlined in AIA Document B101 - 2007 Exhibit A. If substantive changes to the Scope of the Project are made, the Architect's compensation will be equitably adjusted.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In the absence of a negotiated fixed stipulated sum, the Architect will be compensated on an hourly basis using the employee's time at the hourly billing rates, per the attached Exhibit C. The hourly billing rates will be updated on January 1st of each year, at which time the new rates will automatically go into effect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

In the absence of a negotiated fixed stipulated sum, the Architect will be compensated on an hourly basis using the employee's time at the hourly billing rates, per the attached Exhibit C. The hourly billing rates will be updated on January 1st of each year, at which time the new rates will automatically go into effect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (~~20.00%~~), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Thirty-five</u>	percent (<u>35</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Closeout	<u>Five</u>	percent (<u>5</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted annually in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C – Hourly Billing Rates

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Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated~~ Dedicated data and communication services, ~~teleconferences,~~ Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form ~~documents;~~ documents used for estimating, bidding, submissions to government agencies, or construction purposes;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the ~~Owner;~~ Owner, except as modified in Exhibit B;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 ~~Site office expenses;~~ Dedicated on-site project office, if requested by Owner; and
- .11 Other similar Project-related expenditures.
 - a. Payment for partial site surveys for the initial project – Additions to Three Elementary Schools shall be reimbursed to the Architect with no mark-up (Approximately \$10,000 total).
 - b. Compensation for storm shelter peer review services per the Building Code (if required) shall be reimbursed to the Architect with no mark-up.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (%) 15.00%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% – The prime rate as published in the Wall Street Journal as of the date of delinquency, unless prohibited by law.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset damages claimed by the Owner or sums requested by or paid to contractors for

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the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 The Architect will prepare Alternates for bidding changes in materials and products requiring minimum documentation alterations at no increase in fee. Where Alternates require major changes in documentation or additional documentation, the Architect's compensation for each Alternate will be established at the time the Alternate is proposed.

§12.2 The Architect makes no warranties of any kind, express or implied, relating to any of the designs, documents or services provided pursuant to this Agreement.

§12.3 The Architect will assist the Owner in obtaining the services required under its obligations denoted in Sections 5.4 and 5.5.

§12.4 In the event that architectural or engineering errors or omissions on the part of the Architect cause additional construction costs beyond those which would have been incurred without the error or omission, and which the amount is more than two percent (2%) of the aggregate Cost of the Work, the Owner may, at its option, deduct from the Architect's fees such additional costs that exceed the aforementioned two percent (2%).

The cost of correcting the error or the omission shall be computed only to the extent that the cost of the correction can be determined to be greater than had the error or omission not been made by the Architect.

This clause does not apply to unforeseen field conditions, to changes requested by the Owner or to any other changes caused by conditions beyond the control of the Architect. Notwithstanding the foregoing, neither this clause nor any claim or deduction made by the Owner in accordance with this clause shall constitute a waiver of the Owner's rights to claim or recover damages in excess of the deduction through litigation or other means.

§12.5 In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated so that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed 100% of the amount of the Architect's fee. Such claims and causes include, but are not limited to, claims and causes asserting negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty, whether express or implied.

§12.6 A Generalized list of Basic Services and Additional Services is attached as Exhibit B. The list provides a simplified listing for ease of understanding. In the event that there is a conflict between the Exhibit and the language of the Agreement, the Agreement shall prevail.

§12.7 Notwithstanding anything herein to the contrary, if the Project involves energy efficient commercial building property that qualified for a tax deduction under Section 179D of the Internal Revenue Code of 1986 (or any successor provision), the Owner agrees that the Architect shall be considered the designer primarily responsible for the design of such property and the Owner shall allocate the full deduction under section 179D to the Architect. Such allocation shall be in a written form that complies with IRS Notice 2008-40 (or any notice or authority that supersedes it).

§12.8 The Architect has adopted a Professional Judgment Ethics Policy that provides that each employee refrain from accepting anything of value from any person or entity which is intended to influence that employee's professional judgment in relation to the Project. This policy does not otherwise prohibit an employee for the Architect from accepting items of purely nominal or de minimis value.

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- ~~.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Initial Information

Exhibit B - Generalized List of Basic Services and Additional Services

Exhibit C - Hourly Billing Rates

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

OWNER

OLENTANGY LOCAL SCHOOL DISTRICT

(Signature)

(Printed name and title)

ARCHITECT

FANNING/HOWEY ASSOCIATES, INC.

(Signature)

(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:44:37 on 06/04/2018 under Order No. 1664796276 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Lori L. Barlow

(Signed)

Admin

(Title)

June 4, 2018

(Dated)

FANNING HOWEY

OLENTANGY LOCAL SCHOOL DISTRICT ADDITIONS TO THREE ELEMENTARY SCHOOLS FEE NEGOTIATIONS MAY 31, 2018

A. ADDITIONS TO 3 ELEMENTARY SCHOOLS

1.	Sitework and Building Construction Cost		
	▪ Building and Site Work Cost	=	\$8,588,976 ¹
			<hr/>
	▪ Sitework and Building Total Construction Cost	=	\$8,588,976 ¹ x 6.45% ² Fee
			<hr/>
			\$553,989 ³ Fee
2.	Loose Furnishings Construction Cost		
	• Loose Furnishings by Owner		
			<hr/>
		=	\$0 Fee
3.	Technology Construction Cost		
	• Technology by Owner (cabling included in building cost)		
			<hr/>
		=	\$0 Fee
			<hr/>
TOTAL PROPOSED FEE =			\$553,989

Notes:

- 1 Sitework and Building Construction Cost based on May 2018 Development Committee Presentation to the Board of Education.
- 2 The proposed Fee of 6.45% has been negotiated and is in comparison to the following:
 - a. The 7.5% fee for the Additions to Olentangy High School in 2008.
 - b. The 7.0% fee proposed in the May 2018 Development Committee Presentation Budget.
 - c. The standard 6.5% fee used in the Ohio School Design Manual for Ohio Facilities Construction Commission work.
- 3 Fees include Scope of Work included in Architectural/Engineering Basic Fee Services (Exhibit B) attached.

FANNING HOWEY

**CONTRACT CONSIDERATIONS
ADDITIONS TO THREE ELEMENTARY SCHOOLS
OLENTANGY LOCAL SCHOOL DISTRICT
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ARCHITECTURAL/ENGINEERING BASIC FEE SERVICES (INCLUDED IN PROPOSED FIXED FEE)

These basic Architectural/Engineering services are not intended to be exclusive and include those listed in the AIA B101 – 2007 – Standard Form of Agreement Between Owner and Architect and the included Supplementary Conditions.

1. Program Development
 - a. Re-evaluation of educational program and high school requirements in relationship to:
 - .1 Building area (gross area)
 - .2 Quality
 - .3 Budget
 - .4 Site
 - .5 Time (bidding phase)
2. Architectural Design
3. Mechanical Engineering
4. Plumbing Engineering
5. Electrical Engineering (including security system design)
6. Structural Engineering
7. Civil Engineering
8. Landscape Architecture
 - a. Site evaluation, site planning, athletic field planning, and master planning
9. Acoustical Engineering
10. Site, Topographic, and Boundary Survey Proposal Coordination
 - a. Topographic and boundary survey cost to be paid by Owner as a reimbursable to Architect with no mark-up
11. Site Subsurface Soils Testing Proposal Coordination, if required
 - a. Soils testing cost to be paid by Owner
12. Site Environmental Testing, Phase I Determination, etc. Proposal Coordination, if required
 - a. Environmental testing cost to be paid by Owner

ARCHITECTURE | ENGINEERING

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13. Wetland mitigation coordination, if required
 - a. Wetland mitigation design services and costs to be paid by the Owner.
14. Miscellaneous costs for city, state, county reviews, approvals, permits, etc., to be paid by Owner
15. Cost for bidding documents' advertising, printing and mailing is to be paid by the Owner
16. Theater Lighting, Rigging and Sound System Design Consultant (if required)
17. Hardware Specialist
18. Specifications and Bid Document Preparation
19. Computer Aided Design and Drafting (CADD) and/or Building Information Modeling (BIM)
20. Interior Design
21. Fixed Equipment / Casework Design and limited Loose Furnishings
 - a. Educational casework
 - b. Loose Furnishings are not included as Basic Services at Owner's request
22. Limited Educational Technology Design
 - a. Cable tray (raceway), in wall conduit and boxes, IDF (Intermediate Distribution Frame technology closet) location and electrical coordination.
 - b. Telephone communication system (cabling only for VOIP system).
 - c. Video and data communication system (cabling only).
 - d. Security system (cabling only).
 - e. All other technology design and equipment by Owner at Owner's request.
23. Scheduling of Project and Construction Budget Cost Estimating
 - a. Pre-Design Phase, Schematic Design Phase, Design Development Phase and Construction Document Phase with the Owner's Representative
24. Life Cycle Cost Evaluation
 - a. Major building systems
25. Village, Township and County Coordination
 - a. Planning and zoning (limited)
 - b. Code enforcement
 - c. Health department
 - d. Traffic engineering (on site)
 - e. Fire officials
26. State and Federal Coordination
 - a. International Building Code (including Ohio revisions)
 - b. Life Safety Code
 - c. American Disabilities Act

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27. State Board of Building Appeals (if required)
 - a. State fee is reimbursable cost to the Architect
29. Bid Evaluation and Recommendations
 - a. Contact and generate bidder interest
 - b. Pre-Bid Conference
 - c. Bid Opening
 - d. Bid Tabulations
30. Board of Education Meetings (as required)
31. Construction Administration (in coordination with Owner's Representative)
 - a. Weekly on site, 8 hours per week, observation by Construction Administrator
 - b. Periodic visits by project Engineers and Architects
 - c. Project cost status reports
 - d. Project tours
 - e. Site visit reports
 - f. Shop drawing review
 - g. Request for Interpretation responses
 - h. Request for Proposals
 - i. Change Order evaluation preparation and execution
 - j. Contractor material substitution evaluation
 - k. Project progress meeting attendance and written progress and job visit reports by Construction Administrator
 - l. Contractor pay application review and certification
 - m. Project correction/punch list preparation
 - n. Project close-out
 - o. Maintenance training coordination
 - p. Construction Administration problem solving
 - q. Post-construction administration follow-up and assistance.
 - r. Reproducible set of record drawings conforming to marked-up prints, drawings, and other data furnished to the Architect by the Contractors
 - s. Easements/Rights-of-Way
 - t. Environmental Restrictions
 - u. Testing
 - v. Aesthetic Consideration
32. Owner's Representatives Coordination
33. Storm Shelter Peer Review (if required)
 - a. Costs for peer review to be paid by the Owner as a reimbursable to the Architect with no mark-up

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**ADDITIONAL SERVICES
(NOT INCLUDED IN PROPOSED FIXED FEE TO BE NEGOTIATED WITH CLIENT IF REQUESTED)**

1. Traffic Engineering Consultant
 - a. Traffic survey study
 - b. Consultant design and engineering coordination
 - c. Design and engineering coordination of traffic signal(s)
 - d. Signage coordination
 - e. State and Ohio Department of Transportation coordination, review and approvals
 - f. City review and coordination
2. Offsite Utility Extension or Roadway Design
 - a. Topographic survey
 - b. Design and bid documents
 - c. City coordination, review and approvals
 - d. Bidding coordination
 - e. Construction administration
3. "District-Wide" Educational Technology Plan Development Services
 - a. "District-wide" technology plan development
 - b. See Basic Fee Services, Item 23: Technology
4. Extended Construction Administration Service
 - a. Full-time on-site construction administration provided by the Architect
 - b. See Basic Fee Services, Item 31: Construction Administration
5. Loose Furnishings (except those outlined in Basic Fee Services, Item 22: Fixed Equipment/ Casework Design and Limited Loose Furnishings)
 - a. Scope of service to be determined
6. Multiple Prime Contracts:
 - a. Multiple prime contracts exceeding six prime contracts.
 - b. Increased contract administration
 - c. Increased liability
7. Phased "Fast Track" Construction
 - a. Requires separate, additional, bidding effort beyond Basic Fee Service. (Separate sitework and building package in basic fees – if required.)
8. Commissioning
 - a. Assist Owner's Commissioning Representatives with "checking out" contractor installed system(s)
 - b. Heating, ventilating and air conditioning system(s)
 - c. Voice communications, video communications and data communications system technology
9. Small-Scale Building and/or Site Models
 - a. Still computer models and/or renderings are part of the Architect's basic services
 - b. Artists renderings, small scale building and/or site models
 - c. Computer animations (interior or exterior) are additional services

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10. Waste Water Treatment Plant Design
 - a. Cost of tests, permits, fees, etc. to be paid by Owner
 - b. Technical design and contract document development
 - c. Bid evaluation and recommendation
 - d. Construction Observation
 - e. Ohio EPA coordination
 - f. City review
11. Prepare documents for alternate bids requiring extensive alternate's designs



HOURLY BILLING RATES

1/18

<u>ARCHITECTURAL SERVICES</u>	<u>HOURLY RATE</u>
Project Executive	230.00
Project Manager	185.00
Project Architect	185.00
Project Designer	130.00
Interior Designer	130.00
Landscape Architect	185.00
Landscape Designer	130.00
Project Coordinator	130.00
Technician	95.00
<u>ENGINEERING SERVICES</u>	
Registered Engineer	185.00
Mechanical Designer	150.00
Electrical Designer	150.00
Plumbing Designer	150.00
Technology Designer	150.00
<u>SUPPORT SERVICES</u>	
Construction Administrator	150.00
Visual/Media Illustrator	130.00
Administrative Support	75.00

NOTE: BILLING RATES WILL BE UPDATED ON JANUARY 1 OF EACH YEAR.