

# OFFICIAL QUOTE

Date: April 7, 2020



META Solutions  
100 Executive Drive  
Marion, Ohio 43302  
740-389-4798  
Fax 740-389-4517

TO Olentangy Local Schools  
7840 Graphics Way  
Lewis Center, Ohio 43035

FULL BUNDLE				
QTY	DESCRIPTION	UNIT PRICE		LINE TOTAL
	Full Bundle-20,245 ADM			
	Implementation Fee			\$20,000.00
	Year 1-User Fee			*\$217,228.85
	Year 2 User Fee			*\$64,986.45
TOTAL (YEAR ONE)				\$237,228.85
TOTAL (YEAR TWO)				\$64,986.45

## TERMS & CONDITIONS

Please sign below and issue a valid purchase order made payable to META as acceptance of this quoted offer. \*This price is valid for thirty (30) days.

Customer Authorized Signature

Date

# POWERSCHOOL END-USER AGREEMENT

BETWEEN

**PowerSchool Group LLC**  
a corporation with a business address at:

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

("PowerSchool")

AND

Participating Entity Name: \_\_\_\_\_  
Participating Entity Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone# \_\_\_\_\_  
Fax# \_\_\_\_\_

("End-User")

**PowerSchool Group LLC**

BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____
PRINT TITLE: _____	PRINT TITLE: <u>Chief Financial Officer</u>
DATE SIGNED: _____	DATE SIGNED: _____

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

## Background

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

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

Accordingly, You and We agree as follows:

### 1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF POWERSCHOOL.**

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

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

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

#### **7. CONSULTING SERVICES.**

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

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

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

## **8. TERM AND TERMINATION.**

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

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

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

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

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

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

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

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

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

rights or to enforce any other or any subsequent breach.

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

## EXHIBIT A TO END USER AGREEMENT- SUBLICENSED SOFTWARE

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

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

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

## EXHIBIT B TO END USER AGREEMENT — END-USER RESPONSIBILITIES FOR INDIVIDUAL DISTRICT PARTICIPATION\*\*

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

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

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

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

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

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

CERTIFIED CONTRACTS  
2020-21 School Year  
Recommended for Board of Education Approval on June 11, 2020

Employee Name			Position	Location	Contract		
Last Name	First Name	MI			Effective Date	Term	Salary
Byers	Charlotte	N	ELL	GOES	08/17/20	1-Year	\$ 46,017.00
Christopher	Jamie	M	Social Studies (0.50 FTE)	OHS	08/17/20	1-Year	\$ 30,162.00
Florence	Larissa	L	Intervention Specialist	OSMS	08/17/20	1-Year	\$ 54,145.00
Greer	Shannon	M	Grade 2	OCES	08/17/20	1-Year	\$ 45,988.00
Scheetz	Jennifer	V	Intervention Specialist	OBMS	08/17/20	1-Year	\$ 49,134.00

CERTIFIED NEW TEACHER ACADEMY STIPEND PAID THROUGH MEMORANDUM BILLING  
2020-21 School Year  
Recommended for Board of Education Approval on June 11, 2020

Last Name	First Name	MI
Byers	Charlotte	N
Christopher	Jamie	M
Florence	Larissa	L
Greer	Shannon	M
Scheetz	Jennifer	V

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING  
2019-20 School Year  
Recommended for Board of Education Approval on June 11, 2020

Employee Name			Position	Building	Hours	Salary	
Last Name	First Name	MI				Per Hour	Total
Extended School Year 2020 (ESY '20)							
Brady	Libby	P	Instructor	OSMS	200	\$ 45.00	\$ 9,000.00
Burchfield	Amanda	M	Instructor	WCES	200	\$ 45.00	\$ 9,000.00
Chapman	Carol	F	Instructor	OCES	25	\$ 25.00	\$ 625.00
Duell	Kelly	L	Instructor	ACES	200	\$ 25.00	\$ 5,000.00
Hall	Rebecca	E	Instructor	OSMS	200	\$ 60.00	\$ 12,000.00
Hehmeyer	Leslie	L	Instructor	CES	200	\$ 45.00	\$ 9,000.00
Malhoit	Kristin	D	Instructor	OCES	200	\$ 35.00	\$ 7,000.00
Match	Jamie	A	Instructor	OHS	200	\$ 25.00	\$ 5,000.00
Mraz	Monica	A	Instructor	ACES	200	\$ 45.00	\$ 9,000.00
Pircio	Erika	J	Instructor	SRES	200	\$ 45.00	\$ 9,000.00
Riley	Jamie	L	Instructor	SRES	200	\$ 25.00	\$ 5,000.00
Robbertz	Holly	E	Instructor	OBHS	10	\$ 75.00	\$ 750.00
Rosenthal	Madison	V	Instructor	JCES	200	\$ 35.00	\$ 7,000.00
Stackhouse	Laura	M	Instructor	WRES	200	\$ 25.00	\$ 5,000.00
Wiedemann	Taylor	N	Instructor	OOMS	200	\$ 45.00	\$ 9,000.00

SUPPLEMENTAL CONTRACTS  
2020-21 School Year  
Recommended for Board of Education Approval on June 11, 2020

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Athletic Director								
Athletic Director	OLMS	Cikach	Nathaniel	S.	1/3 of 4	0	\$ 1,121.01	Fall
Athletic Director	OLMS	Longley	Matthew	W.	1/3 of 4	0	\$ 1,121.01	Fall
Athletic Director	OLMS	Martin	Joshua	C.	1/3 of 4	0	\$ 1,121.01	Fall
Athletic Director	OOMS	Horman	Daniel	J.	4	7	\$ 4,884.00	Fall
Athletic Director	OSMS	Eddy	Elaine	K.	4	15	\$ 5,521.00	Fall
Cheerleading								
Head Cheerleading Coach	OHS	Andreski	Keeley	A.	4	13	\$ 5,521.00	Fall
Asst Cheerleading Coach	OHS	Noday	Franchesca	L.	6	3	\$ 3,185.00	Fall
8th Grade Cheerleading Coach	OBMS	Henkle	Emma	J.	7	3	\$ 2,760.00	Fall
7th Grade Cheerleading Coach	OBMS	Cox	Andrea	N.	7	11	\$ 4,247.00	Fall
8th Grade Cheerleading Coach	OOMS	Schilling	Marci	C.	7	5	\$ 3,185.00	Fall
7th Grade Cheerleading Coach	OOMS	Bridges	Pamela	J.	7	1	\$ 2,336.00	Fall
8th Grade Cheerleading Coach	OSMS	Boerner	Erica	O.	7	5	\$ 3,185.00	Fall
7th Grade Cheerleading Coach	OSMS	Wood	Danielle	M.	7	4	\$ 2,973.00	Fall
Cross Country								
Boys Head Cross Country Coach	OBHS	Beggrow	Anthony	D.	2	9	\$ 7,007.00	Fall
Boys Asst Cross Country Coach	OBHS	LaFlamme	Michael	A.	4	2	\$ 3,822.00	Fall
Girls Head Cross Country Coach	OBHS	Ubry	Catherine	E.	2	5	\$ 6,158.00	Fall
Girls Asst Cross Country Coach	OBHS	Lane	Lindsey	N.	4	0	\$ 3,397.00	Fall
Girls Asst Cross Country Coach	OHS	Sosa	Jennifer	D.	4	7	\$ 4,884.00	Fall
Head Cross Country Coach	OOMS	Green	Davis	L.	6	7	\$ 4,034.00	Fall
Asst Cross Country Coach	OOMS	Shoaf	Shane	A.	7	5	\$ 3,185.00	Fall
Head Cross Country Coach	OSMS	Ten-Brink	Michael	O.	6	6	\$ 3,822.00	Fall
Faculty Manager								
Faculty Manager	OOMS	Cromleigh	Thomas	P.	6	1	\$ 2,760.00	Fall
Faculty Manager	OSMS	Alley	Susan	F.	6	15	\$ 4,671.00	Fall
Football								
Head Football Coach	OHS	Solis	Mark	C.	1	22	\$ 9,130.00	Fall
Asst Football Coach	OHS	Thompson	Brett		3	8	\$ 5,945.00	Fall
8th Grade Asst Football Coach	OBMS	Little	Tyler	D.	7	8	\$ 3,822.00	Fall
8th Grade Asst Football Coach	OSMS	Long	Michael	G.	7	2	\$ 2,548.00	Fall
Golf								
Boys Head Golf Coach	OBHS	Fraley	Andrew	J.	4	6	\$ 4,671.00	Fall
Boys Asst Golf Coach	OBHS	Moss	Jacob	A.	5	7	\$ 4,459.00	Fall
Boys Head Golf Coach	OHS	Glassburn	Joel	M.	4	19	\$ 5,521.00	Fall
Boys Asst Golf Coach	OHS	Holly	Kelly	R.	5	4	\$ 3,822.00	Fall
Girls Head Golf Coach	OHS	Conley	Micah	J.	4	7	\$ 4,884.00	Fall
Girls Asst Golf Coach	OHS	Bowman	Erin	E.	6	1	\$ 2,760.00	Fall
Head Golf Coach	OBMS	Morelli	Christopher	A.	6	1	\$ 2,760.00	Fall
Head Golf Coach	OOMS	Farmer	William	E.	6	5	\$ 3,610.00	Fall
Volleyball								
Girls Head Volleyball Coach	OBHS	Stearns	Dana	J.	2	7	\$ 6,582.00	Fall
Girls Asst Volleyball Coach	OBHS	Daugherty	Kristy	L.	4	3	\$ 4,034.00	Fall
Girls Asst Volleyball Coach	OBHS	Mimna	Michelle	L.	4	18	\$ 5,521.00	Fall
Girls Head Volleyball Coach	OHS	Weithoff	Travis	J.	2	6	\$ 6,370.00	Fall
Girls Asst Volleyball Coach	OHS	Arango	Angela	M.	4	3	\$ 4,034.00	Fall
7th Grade Volleyball Coach	OBMS	Timmons	Jessica	P.	6	16	\$ 4,671.00	Fall
8th Grade Volleyball Coach	OOMS	Beckstedt	Lana	A.	6	7	\$ 4,034.00	Fall
7th Grade Volleyball Coach	OOMS	Foster	Emily	M.	6	0	\$ 2,548.00	Fall
Weight Training								
Weight Training Coordinator	OBHS	Brooks	Ryan	P.	5	9	\$ 4,884.00	Fall

PUPIL ACTIVITY SUPERVISOR CONTRACTS  
2020-21 School Year  
Recommended for Board of Education Approval on June 11, 2020

Supplemental Area	Location	Coach / Advisor			Contract			
		Last Name	First Name	Middle	Group	Step	Amount	Season
Cheerleading								
Asst Cheerleading Coach	OHS	Voss	Sahara	M.	6	2	\$ 2,973.00	Fall
Cross Country								
Boys Head Cross Country Coach	OHS	Whalen	Kenneth	E.	2	12	\$ 7,219.00	Fall
Girls Head Cross Country Coach	OHS	Dewese	Dwight	D.	2	38	\$ 7,219.00	Fall
Cross Country Volunteer	OHS	Gilligan	Patti	P.	N/A	N/A	\$ -	Fall
Cross Country Volunteer	OHS	Morris	Lori	J.	N/A	N/A	\$ -	Fall
Boys Head Cross Country Coach	OLHS	Brean	Patrick	E.	2	3	\$ 5,733.00	Fall
Head Cross Country Coach	OBMS	Hudson	Michelle	M.	6	4	\$ 3,397.00	Fall
Cross Country Volunteer Coach	OBMS	Burns	Michael	A.	N/A	N/A	\$ -	Fall
Asst Cross Country Coach	OSMS	Huffman	Angela	S.	7	3	\$ 2,760.00	Fall
Football								
Asst Football Coach	OHS	Hall	Adam	S.	3	7	\$ 5,733.00	Fall
Asst Football Coach	OHS	Price	Robert		3	6	\$ 5,521.00	Fall
Asst Football Coach	OHS	Wears	Dylan	J.	3	1	\$ 4,459.00	Fall
Asst Football Coach	OHS	Yanez	Jesus		3	7	\$ 5,733.00	Fall
Asst Football Coach	OHS	Miller	Daniel	C.	3	1	\$ 4,459.00	Fall
8th Grade Head Football Coach	OBMS	Tompkins	Aaron	J.	1/2 of 6	1	\$ 1,380.00	Fall
8th Grade Head Football Coach	OBMS	Turner	Jameel		1/2 of 6	1	\$ 1,380.00	Fall
7th Grade Asst Football Coach	OBMS	Ziegler	Jason	T.	7	2	\$ 2,548.00	Fall
8th Grade Head Football Coach	OOMS	Dennis	Scott	M.	6	1	\$ 2,760.00	Fall
8th Grade Asst Football Coach	OOMS	Johnson	Joshua	L.	7	8	\$ 3,822.00	Fall
8th Grade Head Football Coach	OSMS	Velazquez	Jason		6	5	\$ 3,610.00	Fall
7th Grade Asst Football Coach	OSMS	Spangler	John	B.	7	1	\$ 2,336.00	Fall
Soccer								
Boys Head Soccer Coach	OHS	Hamrick	Kyle	W.	2	6	\$ 6,370.00	Fall
Boys Asst Soccer Coach	OHS	Barton	Timothy	D.	4	18	\$ 5,521.00	Fall
Boys Asst Soccer Coach	OHS	Bonilla	Carlos	H.	4	15	\$ 5,521.00	Fall
Girls Head Soccer Coach	OHS	Devanny	Earl	H.	2	13	\$ 7,219.00	Fall
Girls Asst Soccer Coach	OHS	Atkinson	Allie	N.	4	1	\$ 3,610.00	Fall
Girls Asst Soccer Coach	OHS	Mattingly	Kethryn	A.	4	2	\$ 3,822.00	Fall
Girls Asst Soccer Coach	OHS	Scott	Julia	J.	4	0	\$ 3,397.00	Fall
Girls Asst Soccer Volunteer Cocha	OHS	Scott	Lauren		N/A	N/A	\$ -	Fall
Tennis								
Girls Head Tennis Coach	OHS	Luxenburger	Jeffrey	D.	4	10	\$ 5,521.00	Fall
Volleyball								
Girls Asst Volleyball Coach	OBHS	Carter	Erika		4	1	\$ 3,610.00	Fall
8th Grade Volleyball Coach	OBMS	Marker-Verdin	Lynn	M.	6	7	\$ 4,034.00	Fall
8th Grade Volleyball Coach	OSMS	Zaye	Lori	E.	6	9	\$ 4,459.00	Fall

CLASSIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING  
2019-20 School Year  
Recommended for Board of Education Approval on June 11, 2020

Employee Name			Position	Building	Hours	Salary	
Last Name	First Name	MI				Per Hour	Total
Extended School Year 2020 (ESY '20)							
Bell	Elizabeth	K	Aide	OOHS	200.00	\$ 25.00	\$ 5,000.00
Billy	Melissa	J	Aide	WCES	200.00	\$ 25.00	\$ 5,000.00
Johnson	Joshua	L	Aide	OOMS	200.00	\$ 25.00	\$ 5,000.00

**CLASSIFIED SUBSTITUTES**

**2020-21 School Year**

*Recommended for Board of Education Approval on June 11, 2020*

Acharya, Shubhashree	Lanke, Kanaka
Aglar, Robin	Larkin, Megan
Alappati, Baby Sujatha	Lechner, Christina
Anderson, Erin	Leiter, Kris
Andrews-Sharer, Shirley	Leonetti, Julie
Annareddy, Sribindu	Lichtenberg, Cortney
Anthony, Barbara	Lindsey, Latricia
Arango, Bibiana	Long Robert
Audinno, Kristine	Love, Bryce
Baisden Jr., Denver	Lovett, Amber
Barendse, Molly	Lucas, Buneka
Barnhart, Lisa	Lynch, Judith
Barnhill, Kimberly	Ma, Ying Lok Enoch
Bartula, Sarah	MacKessy, Poteah
Bartz, Andrew	Maderia, Jessica
Barwinski, Karen	Madiraju, Leela
Basile, Tamara	Mahajan, Punam
Bass, Christine	Mahajan, Shafali
Beachley, Madison	Mallipeddi, Aparan
Beattie, Julie	Mariotti, Lori
Bellay, Christine	Marshall, Michelle
Bennett, Stephanie	Martin, Tracey
Berry, Amie	Marzich, Amy
Berry, Amy	Mathews, Quinn
Bhandari, Sangeeta	McClellan, Lasheta
Bhatia, Michelle	McClelland, Stephanie
Bird, Emily	McCollum, Lisa
Bisani, Kajal	McCoy, Karen
Black, Kristen	McDarmont, Megan
Bobrowski, Julie	McDonald, Heather
Bolkovac, Stefanie	McFarland, Daniel
Bowles, Shaundra	McGee, Nathan
Bowman, Whitney	Mcgrath, Erika
Brady, Monica	McGreevey, Karen
Breault, Gil	McGrothers, Kim
Browning, Lindsay	McKibben-Smith, Stefanie
Bruck, Anna	Meade, Charles
Bruncak, Melissa	Meeker, Noelle
Bryan, Flora	Merchant, Pamela
Buday, Tracy	Merkel, Melissa
Buening, Michele	Metcalf, Alice
Burns, Betty Jo	Metcalf, Teresa
Burkhart, Theresa	Metzger, Jacob
Camacho, Samuel	Meyer, Gabriel

Carmendy, Lori  
Carroll, Charles  
Caton, John  
Chambers, Jessica  
Chandrapu, Sirisha  
Chapman, Timothy  
Chhajed, Deepmala  
Chirico, Anthony  
Choudhary, Priyanka  
Christensen, Rocio  
Christy, Collin  
Clark, Lisa  
Clifford, Mitchell  
Cochran, Jennie  
Cohagen, Catherine  
Combs, Collin  
Contini, Stefanie  
Cook, Holly  
Cooke, Trudy  
Cooperider, Lisa  
Cosner, Michelle  
Coverstone, Ian  
Crabtree, Amanda  
Crawford, Beverly  
Cruz, Nuria  
Cutlan, Rebecca  
Dalton, Aaron  
Dave, Vidushi  
Davis, James  
Davis, Martha  
Decot, Laura  
Dempsey, Alane  
Dennise, Beth  
Deroy, Wendy  
Devine, Debra  
Devnani, Sangeeta  
Dewani, Lily  
Diehr, Kelley  
Diguilio, Cheryl  
Dikkar, Lisa  
DiMantova, Katherine Ann  
Dray, Anne  
Drosos, Katherine  
Dupont, Sarah  
Durbin, Joseph  
Durst, Samuel  
Dyer, Nikki  
Echenrode, Jill

Meyer, Holly  
Meyyappan, Meenakshi  
Miller, J Ryan  
Miller, Joshuna  
Miller, Shannon  
Miner, Ethan  
Mistry, Jignasha  
Mohan, Preethi  
Mohanty, Ipsita  
Molina, Candece  
Moore, Selinda  
Mothi, Sareetha  
Musselman, Tracy  
Nagode, Michael  
Naguleswaran, Dhamayanthi  
Nagy, Jeff  
Narayanam, Nandini  
Nauman, Amanda  
Nelson, Diane  
Nespeca, Dominic  
Norfolk, Elizabeth  
Osterholt, Lauren  
Page, Zach, Sarika  
Painter, Michael  
Pandit, Sarika  
Paolo, John  
Paolo, Nicholas  
Parker, Janelle  
Patel, Bhoomika  
Patel, Monal  
Patel, Pratima  
Patel, Sejal  
Patinjara Purayil. Smitha  
Patrick, Nelli  
Pawa, Rani  
Pearson, Rhyan  
Pellington, Kyle  
Penry, Jeffrey  
Perry, Jahred  
Person, Sharon  
Piccioni, Lisa  
Pichika, Visweswari  
Pickens, Nancy  
Piper, Holly  
Pollock, Brandi  
Ponnusamy, Kasilakshmi  
Price, Keith  
Quinn, Connor

Eck, Mary  
Edgson, Hayley  
Efsthathiou, Kalliopi  
Endres, Kalyn  
Evans, Michelle  
Even, Kelly  
Fischer, Carol  
Forbes, Ryan  
Forshaw, Alida  
Gadeela, Archana  
Garg, Vasudha  
Garipalli, Radhika  
Garzon, Maria  
Gavin, Karen  
Gebhardt, Kendra  
Geller, Mary  
Gellner, Sarah  
Ghadi, Shilpa  
Gillespie, Keri  
Gischel, Abigail  
Gomolak, Kathleen  
Gossing, Cheryl  
Grashel, Kristin  
Gresham, Carrie  
Grey, Heather  
Guastella, Charlotte  
Gunn, Susan  
Haas, Gretchen  
Hall, Jacob  
Hall, Karey  
Hallier, Matt  
Hammerstein-Woo, Ellen  
Haney, Stacey  
Harmon, Arno  
Hartley, Allen  
Hartshorn, Beth  
Hassinger, Kim  
Hauenstein, Kristin  
Hegg, Debra  
Heilshorn, Shelley  
Heller, Linda  
Henry, Kelvin  
Hobbs, Bonnie

Rajesh, Jothilakshmi  
Ramanathan, Vallikannu  
Ramsey, Melinda  
Ranalli, Amy  
Randall, Dana  
Rankin, James  
Ransom, Faith  
Rea, Mike  
Rellinger, Melanie  
Rhoads, Kristie  
Rice, Jennifer  
Rini, Lora  
Rivera, Kathy  
Roberts, Kim  
Robertson, Andrew  
Robinson, Christine  
Robison, Marcy  
Rose, Amber  
Rosko, Diane  
Rusnak, Georgene  
Rustagi, Sonika  
Ryan, Alycia  
Ryan, Michelle  
Sampath, Vidya  
Sargent, Jennifer  
Scherman, Adam  
Schnerer, Jodi  
Schlagenhaft, Kathy  
Schutte, Jason  
Senormanci, Azra  
Severance, Tricia  
Shanigaram, Sarala  
Sharda, Monica  
Sharma, Ambika  
Sharma, Archana  
Shealy, Kathleen  
Shetty, Chetana  
Shomaker, Lynn  
Shults, Mary  
Sidick, Melissa  
Smelker, Sabrina  
Smith, Michele  
Soundarajan, Chitra

Holehouse, Rhonda  
Holland, Tanner  
Holmes, Barbara  
Holmes, Jennifer  
Howard, Kirk  
Hoy, Julie  
Hudson, Mary  
Hunter, Cassidy  
Intihar, Williams  
Irukulapati, Srilakshmi  
Jackson, Trisha  
James, Loretta  
Jarzabek, Kelly  
Jayakumar, Jayapriya  
Johnson, Tracy  
Joshi, Swati  
Juttner, Brian  
Kaldor, Kristen  
Kandalu, Anitha  
Kauf, Suzanne  
Kaufmann, Elizabeth  
Keller, Michael  
Kenzel, Ken  
King, Sarah  
Kirk, Nick  
Kistler, Jennifer  
Kleotka, Karin  
Knox-Adamczak, Cathy  
Koboldt, Christina  
Kochanski, Kara  
Kolath, Sherri  
Kolp, Theresa  
Koppera, Shailaja  
Kotchkoski, Letvia  
Kraner, Anna Marie  
Kreutzer, Adam  
Krider, Tina  
Kuntz, Randy  
Laired, Jack  
Lamar, Michael  
Lambert, Alicia

Spangler, John  
Sridhar, Nirmala  
Staffen, Joseph  
Stefens, Karina  
Stocker, Cathleen  
Stratton, Caroline  
Stropki, Lisa  
Sturm, Emma  
Suozi, Joseph  
Sutton, Sarah  
Szerencsits, Colleen  
Talbot Irwin, Mary  
Taylor, Judy  
Teller, Samuel  
Terry, Vanessa  
Thiruppathi, Vanithanagalakshmi  
Thornton, Elizabeth  
Tomcik, Dana  
Travis, Gordon  
Trimmer, Natalie  
Tsakalis, Emily  
Vaidya, Vaishali  
Vaidyanathan, Jayasree  
VanDerKlooster, Susan  
Vanderwalker, Deanna  
Vartorella, Julie  
Varughese, Vinoyi  
Veeraiahgari, Haritha  
Vincent, Nancy  
Wallace, Beth  
Ward, Ashley  
Wears, Dylan  
Webster, Trisha  
Werchowski, Summer  
Whetstone, Andrew  
Williams, Sarah  
Wilson, Brian  
Wilson, Patricia  
Wiltjer, Janet  
Wise, Beth  
Wong, Jill  
Wrather, Phyllis  
Wright, Logan  
Xenakis, Jamie  
Yadav, Anita  
Zajdel, Lelia  
Zaman, Nurun  
Zappitelli, Stephanie

## 2020-2021 Property, Fleet and Liability Insurance Quote Comparison

Type of Coverage	Gallagher / Wright Insurance	Ohio School Plan	Lauterbach and Elber / Liberty Mutual	2019-2020 Cost
<b>Property</b>	\$ 432,441	\$ 277,442	\$ 210,268	\$ 173,537
<b>Auto</b>	\$ 87,014	\$ 56,396	\$ 77,824	\$ 87,043
<b>Liability</b>	\$ 93,733	\$ 89,179	\$ 101,114	\$ 91,650
<b>Fee</b>	\$ 30,000	Included	\$ 20,000	\$ 30,000
<b>Total</b>	\$ 643,188	\$ 423,017	\$ 409,206	\$ 382,230

\* Fees noted are a flat fee and not a commission based on a percentage of the premium.

**TASK ORDER AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 11, 2020 ("Effective Date") between

Olentangy Local School District ("Owner")

and CT Consultants, Inc. ("Engineer")

**Description of ENGINEER'S Services:** Professional services and/or duties as defined in Task Order(s) authorized by OWNER from time to time during the duration of this agreement.

**OWNER and ENGINEER further agree as follows:**

**1. Basic Agreement**

- A. ENGINEER'S Standard Terms and Conditions attached as Exhibit A is hereby incorporated into and made an integral part of this Agreement.
- B. ENGINEER shall provide, or cause to be provided, the professional engineering services as the Civil Engineer-of-Record set forth in Task Order(s), and OWNER shall pay ENGINEER for such services as set forth in Article 3 of the attached Exhibit A or as otherwise modified in the Task Order.
- C. Task Orders shall follow the outline in Exhibit B.

**2. Controlling Law**

- A. This Agreement is to be governed by the law of the state in which the Project is located.

**3. Total Agreement**

- A. This Agreement, including Exhibit A and Exhibit B, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument and each Task Order shall be individually authorized by the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: Olentangy Local School District

ENGINEER: CT Consultants, Inc.

By: \_\_\_\_\_

By: Wes Hall

Title: \_\_\_\_\_

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: June 11, 2020

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

CT Consultants, Inc.  
7965 N. High Street, Suite 340  
Columbus, Ohio 43235

Task Order No. 1
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**Date:** May 31, 2020

**Project:** Elementary School No. 1 – Off-Site Sanitary and Water Service

**Project Location:** Berlin Meadows Development, Lewis Center, Ohio

**CT Project No.:** 200564

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In accordance with the Agreement for Professional Services between the Olentangy Local School District (“Owner”) and CT Consultants, Inc. (“Engineer” or “CT”), the Owner and Engineer hereby agree to the following Task Order (Exhibit B):

**Project Understanding:** The Berlin Meadows development has been delayed and the Olentangy Local School District needs to construct an off-site waterline, a sanitary pump station and an off-site sanitary force main to provide service to the new Elementary School No. 1. Please refer to the attached exhibits titled “Off-Site Sanitary Sewer Exhibit” and “Off-Site Waterline Exhibit”.

**Scope of Services:**

CT will provide the following:

The services to be performed by the Engineer in accordance with this proposal are as follows:

- 1) Surveying Services
- 2) Design Services
- 3) Bidding Services
- 4) Contract Administration Services
- 5) Construction Observation Services

**Task 1 – Surveying Services**

The surveying services for these improvements will include the following:

- 1) Off-Site Sanitary Force Main: A topographic survey for a width of approximately 30 feet and a length of approximately 3500 feet, legal descriptions and exhibits for five (5), 20-foot sanitary easements. Please refer the “Off-Site Sanitary Sewer Exhibit” for the location.
- 2) Off-Site Waterline: A topographic survey for a width of approximately 30 feet and a length of approximately 2800 feet, legal descriptions and exhibits for one (1) 20-foot easement. Please refer the “Off-Site Waterline Exhibit” for the location.
- 3) Ohio Utility Protection Service (OUPS) Coordination: CT will contact the OUPS to request physical markings of both publically and privately owned utilities along the proposed route as well as requesting plans.
- 4) Base Mapping of Existing Conditions: CT will create an electronic AutoCAD Civil 3D base map meeting CT CAD Standards. The vertical data will be represented in an accepted datum based on the standard of practice for the area and established through standard means. Up to three

## Task Order No. 1

(3) project benchmarks will be established for future use, each benchmark will be set in areas of where the proposed work is not anticipated and be assigned horizontal and vertical data. Each benchmark established will have Northing, Easting and vertical values assigned for future use. Once the base mapping is completed, CT will perform a final QA/QC by office and field reviews.

5) Survey Services Exceptions and Limitations:

- a) CT will not be establishing individual property lines, parcels and right-of-way. Legal descriptions, right-of-way takes, temporary easements will not be addressed under this scope of work.
- b) CT will require uninhibited access to the outside of the property during the performance of the above Scope of Work.
- c) CT assumes that all manholes are free of debris, obstructions, and free of watertight seals. If the manholes are obstructed in any way, CT will not be able to provide an invert elevation.
- d) This proposal and associated fees do not include the notifications of adjoining property owners or entities that may be required or desired.
- e) This proposal does not include any services beyond the tasks described above. CT can provide additional services, under a separate proposal and associated fees.
- f) In performing this work, CT will have relied on the information presented in documentation prepared by others and have accepted this information as accurate and complete unless we discover otherwise during the course of our review. CT will not attempt to independently verify the information obtained. CT has not been retained to provide additional warranty or guaranty to the documentation prepared by others, in part or in whole, for our review.

### Task 2 – Design Services

The design services for these improvements will include the following:

1) Preliminary Alignment Plan

- a) CT will prepare an exhibit showing the preliminary alignments. Once the alignment has been reviewed by the Owner and confirmed, CT will prepare a preliminary opinion of probable construction cost for the project.

2) Final Construction Documents

- a) CT will prepare detailed plans of the proposed work, technical specifications, exhibits, details and other graphical representations of the work and incorporate them into the bidding documents to provide the contractor with an understanding of the scope of work to be performed. Maintenance of traffic and pavement restoration plans will be included if required.
- b) Design deliverables (paper and electronic format) will be submitted to the Owner for review and comment at 75% complete and 100% (Final) complete. CT will conduct review meetings with the Owner after each submittal.

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- c) CT will prepare an Opinion of Probable Construction Cost after 75% complete and 100% (Final) complete submittals.
- d) CT will coordinate with the private utility companies and the design/plans will be provided to determine the extent of impact versus their facilities. Plans will be provide during the Preliminary Alignment, 75% complete and 100% (Final) complete submittals.
- e) The Final Plans will be provided to the Owner for signature / approval in both paper and electronic format.

3) Permitting

- a) CT will prepare and submit, the required plans, specifications, forms and application for a permit to install (PTI), with the Ohio Environmental Protection Agency (OEPA) for approval. The Owner will provide all required review and permit fees.

Task 3 – Bidding Services

The bidding services for these improvements will include the following:

1) Bid Advertisement

- a) CT will coordinate with the Owner the placement of the advertisement for competitive bids within a newspaper of general circulation serving the region. Fees for publication shall be at the expense of the Owner.
- b) CT will provide a copy of the contract plans and specifications for viewing of information by prospective bidders at the Owner's location and at CT's office during the period of advertisement for construction bids.

2) Bid Document Distribution

- a) CT will be responsible for distributing to all prospective bidders the contract documents (non-refundable) for the submission of the bid proposal. Reproduction of the documents shall be at the expense of the CT. CT will charge an appropriate amount to the prospective contractors that will cover the costs for reproduction of these documents. CT will provide the Owner with copies of the bid documents at no cost.

3) Pre-Bid Meeting

- a) CT will conduct a pre-bid meeting, if necessary, for each project phase to discuss the project with prospective bidders. CT will distribute meeting minutes to the Owner and all prospective bidders.

4) Questions During Bidding / Addendum

- a) CT will respond to questions during the bid period from prospective contractors. CT will issue addendums, as needed, to respond to and clarify any questions from potential bidders.

5) Bid Opening

<b>Task Order No. 1</b>
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- a) CT will attend the bid opening and assist the Owner as needed. The Owner is responsible for receiving the sealed bids from the prospective contractors and documenting the date and time received.
- 6) Bid Review and Recommendation
  - a) CT will review the bids received and provide the Owner with a recommendation for the lowest and most responsive bidder. Included with this letter will be a tabulation of the bids submitted, a list of references contacted and the recommended bidder's proposal forms.

#### Task 4 – Construction Administration Services

The construction administration services for these improvements will include the following:

- 1) General
  - a) Provide consulting services during construction in such a manner as to assist in securing the faithful execution and completion of the construction contract in accordance with the contract documents.
- 2) Contract Execution Assistance
  - a) CT will prepare the contract documents to be executed by the Owner and the selected Contractor.
- 3) Preconstruction Meeting
  - a) CT will conduct the preconstruction meeting with the Owner and Contractor to outline specific project requirements, solicit contractor information and facilitate timely commencement of the project.
- 4) Submittals
  - a) CT will review and provide comments and recommend approval for submittals throughout the construction process. The submittals include, but are not limited to, the following:
    - i) Construction Schedule: CT will review the construction schedule submitted by the Contractor and verify compliance with Contract Documents. The Owner will be sent a copy of the Construction Schedule and then advise if any changes throughout the construction period.
    - ii) Shop Drawings: CT will receive and review all necessary shop drawing submittals. CT's review comments will be provided directly to the Contractor. CT will maintain a log of shop drawings received. An initial and second review are included in our fee. Further reviews will be considered additional services.

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- iii) Pay Applications: CT will review and provide a recommendation to the Owner for payment of all pay applications.
- iv) Change Orders: CT will prepare the change order requests, as needed, and all other related contract documents. CT will review Contractor's inquiries regarding site conditions, construction document clarifications, field changes, etc. and respond accordingly with recommendations to the Owner.
- v) Clarifications and Interpretations: CT will receive from the Contractor any matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents. In response, CT will provide the Contractor interpretations and decisions as necessary to clarify the intent of the Contract Documents.
- vi) Certificates, Operation and Maintenance Manuals: During the course of the Work, CT will verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents. The Owner will receive a copy of these documents when the project is completed.
- vii) Reports: CT will obtain and review all inspection, test, and system start-up reports required as part of the Contract Documents for compliance.

5) Monthly Progress Meetings

- a) CT will conduct any required monthly progress meetings with the Owner and the Contractor.

6) Records

- a) CT will maintain files for emergency contacts, correspondence, reports of progress meetings, copies of contract Documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, RFI responses, progress reports, approved shop drawings, sample submittals, and other project-related documents.
- b) CT will also record and maintain up-to-date lists of the names, addresses, e-mail addresses, telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

7) Project Completion

- a) CT will provide a certificate of substantial completion after the Contractor has met the requirements. CT will then conduct a final inspection meeting and develop a punch list of

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items to be completed. Upon completion of all punchlist items by the Contractor, CT will inspect and then make a recommendation to the Owner to issue the Final Completion Certificate to the Contractor.

8) As-Built Drawings

- a) CT will prepare the as-built drawings in AutoCAD based on the information provided by the contractor and CT's RPR. The as-built process does not include an actual survey of the waterline prior to backfilling. This service can be provided for an additional service or by the Contractor. The Owner will be provided with a PDF set of the as-built drawings for these improvements.

Task 5 – Construction Observation Services

The construction observation services for these improvements will include the following:

1) Resident Project Representative (RPR)

- a) CT shall furnish a Resident Project Representative ("RPR"), as needed, to assist in observing the progress and quality of the construction work ("Work") by the Contractor. The RPR is CT's representative at the site and will act as directed by and under the supervision of CT's Construction Manager.
- b) Through the RPR's observations of the work, including field checks of materials and installed equipment, CT shall attempt to provide further protection for the Owner against defects and deficiencies in the Work. However, CT shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. CT (including RPR) neither guarantees the performances of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- c) The duties and responsibilities of the RPR are as follows:
  - i) General: RPR's dealings in matters pertaining to the Work in general shall be with CT's Construction Manager and the Contractor as directed. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of CT's Construction Manager.
  - ii) Meetings: Attend meetings with CT's Construction Manager and the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

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- iii) Defective Work: Report to CT's Construction Manager whenever any part of the Work is defective under the standards and terms set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- iv) Non-Compatible Work: Report to CT's Construction Manager whenever any part of the Work is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such Work.; and advise when Work should be uncovered for observation, or requires special testing, inspection, or approval.
- v) Testing and Start-Ups: Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to CT's Construction Manager the appropriate details relative to the test procedures and systems start-ups. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections.
- vi) Daily Reports: Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- vii) Construction Photographs: Take general photographs of the construction progress.
- viii) Payment Applications: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CT's Construction Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

### **Fee and Billing**

CT proposes to provide the services for Task 1 through 4 (Surveying, Design, Bidding, Construction Administration and As-Built Drawings) described herein for a Lump Sum Fee of \$109,000, which includes typical "reimbursable" expenses (copies, mileage, etc.).

CT shall has estimated a budget of \$40,000 for Task 5 (Construction Observation Services) described herein. This budget will not be exceeded without approval from the Owner. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed.

The total estimated budget for the services described herein is \$149,000 based a Lump Sum Fee of \$109,000 for Tasks 1-4 and an Hourly Not-to-Exceed Budget of \$40,000 for Task 5.

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A breakdown of this fee is provided below:

Task 1 - Surveying Services (Lump Sum)	\$20,000
Task 2 - Design Services (Lump Sum)	\$65,000
Task 3 - Bidding Services (Lump Sum)	\$5,000
Task 4.1 - Construction Administration Services (Lump Sum)	\$14,000
Task 4.2 - As-Built Drawings (Lump Sum)	<u>\$5,000</u>
Subtotal - Lump Sum Fee Items	\$109,000
 Task 5 - Construction Observation (Hourly)	 \$40,000
 Total Budget	 \$149,000

This offer remains valid for 30 days; acceptance thereafter is subject to our approval. From the date of acceptance of this agreement, the above fees will apply for one year. If the work is not completed during that period, the agreement may be subject to renegotiation.

Invoices will be submitted monthly based on the percentage amount of work CT estimates to have been completed during that period. Invoices are due within 30 days of receipt.

**Assumptions and Exclusions:**

The following assumptions and exclusions are provided for the benefit of both CT and the Owner in better understanding the limitations and expectations with respect to the proposed scope of services and the obligations of each party. These items were considered while defining our proposed scope and fee.

- 1) Owner will provide engineering, surveying data and other existing information in the Owner's possession or readily available to CT that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
- 2) Owner will make all provisions for CT's personnel to enter upon public and private lands as required to perform the described services.
- 3) Subsurface Utility Engineering and location services are not included.
- 4) Geotechnical subsurface investigations are not included.
- 5) Research on jurisdictional waters is not included.
- 6) Environmental permitting services for jurisdictional streams or wetlands is not included.
- 7) As-built Surveying / GPS services are not included.
- 8) Legal notice advertisement fees.
- 9) Fees to governmental agencies are not included in this proposal.

**Owner's Responsibilities:**

- 1) Owner shall provide all information relative to the project and assist with obtaining pertinent information from others that may be relied upon.

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- 2) The Owner will make every effort to make the necessary provisions for CT to enter upon public and private property as required for CT to perform services under this agreement.

**Subconsultants:** None.

**Attachments:** Exhibits titled "Off-Site Sanitary Sewer Exhibit" and "Off-Site Waterline Exhibit".

**Contact Information:**

Wes Hall, P.E.  
CT Consultants, Inc.  
7965 North High Street, Suite 340  
Columbus OH 43235  
Phone: 614.306.3615

**Approval and Acceptance:** Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

**Olentangy Local School District**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **LICENSE, TEMPORARY EASEMENT AND JOINT DEVELOPMENT AGREEMENT**

This AGREEMENT (the “Agreement”) is made and entered this \_\_\_\_\_ day of June, 2020 (the “Effective Date”) by and between **Kenney Asset Management LLC** (the “Grantor”), and the **the Board of Education of the Olentangy Local School District**, Delaware County, Ohio (the “Grantee”).

### **RECITALS:**

A. Grantor is the owner of a certain parcel of property situated in the Township of Berlin, Delaware County, Ohio and more particularly described in Volume 1064, Page 2344, of the Official Records, Delaware County, Ohio, (the “Developer Parcel”), a portion of which is shown on Exhibit A, attached hereto and made part hereof;

B. Grantor intends to subdivide the Developer Parcel and, once subdivided, donate a subdivided portion of the Developer Parcel to the Grantee (the to-be-donated portion of the Developer Parcel, the “School Parcel”), which is also shown on Exhibit A;

C. Grantee intends to construct a school and other associated improvements (the “Project”) on the School Parcel.

D. Grantor is willing to grant to the Grantee a license to enter upon the School Parcel prior to the donation to the Grantee so that the Grantee may begin construction of the Project and related activities.

E. In connection with the construction of the Project, Grantee requires an easement for utilities across the Developer Parcel.

F. In connection with the construction of the Project, Grantee requires access to the School Parcel from Peachblow Road through a portion of the Developer Parcel.

G. Grantor is willing to grant to Grantee a temporary easement for Grantee to install a construction access drive from Peachblow Road to the School Parcel through the Developer Parcel (the location of the temporary easement, the “Easement Area”) as depicted on Exhibit A.

H. As part of the development of the Developer Parcel, it is anticipated that a permanent roadway will be constructed by Delaware County from Peachblow Road and run adjacent to the School Parcel (the “Permanent Roadway”), as depicted on Exhibit A.

I. Grantor will install a sanitary sewer line for the benefit of the Developer Parcel and the School Parcel. Grantor and Grantee agree to share in the cost of the installation of said sanitary sewer line as set forth herein.

NOW THEREFORE the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its agents, and assigns, an irrevocable license over, under, across, and upon the School Parcel for the purposes of constructing the Project and related activities (the “License”). Grantor further grants to Grantee, its agents, and assigns, a non-exclusive right of ingress and egress over, under, across, and upon the Easement Area for the

purposes of accessing the School Parcel for the construction of the Project (the "Access Easement"). Grantor further agrees to grant to Grantee, its agents, assigns, and designees (including, without limitation, private entities and government authorities), non-exclusive (temporary and permanent) rights over, under, across, and upon the Developer Parcel, at locations to be mutually agreed (and not unreasonably withheld), at no cost to the District, for the purposes of running and maintaining utilities necessary for the Project (the "Utility Easement"). Notwithstanding the foregoing, Grantee shall be obligated to connect sewer for the Project to the Berlin Meadows Gravity #1 Sanitary extension Manhole A7 as depicted on "Public Sanitary Sewer Improvement Plan Berlin Meadows Gravity #1 Sanitary Extension Plans dated 3/5/2020" attached hereto as Appendix 1 and Grantor shall not be required to grant easements for sewer purposes that are inconsistent with Grantee's obligation to connect to the Berlin Meadows Gravity #1 Sanitary extension Manhole A7.

2. The rights herein granted to the Grantee include, without limitation as to the generality thereof, the right of the Grantee or its agents or assigns to enter upon the School Parcel, Developer Parcel, and the Easement Area with all necessary men, vehicles, and equipment for the purposes of constructing the Project and to construct, improve, widen, repair, replace, or remove driveways upon, across, or over the Easement Area, as necessary.

3. The License granted herein shall commence on the Effective Date of this Instrument and shall run until such date as the School Parcel is donated by the Grantor to the Grantee, at which point the License shall terminate. The Access Easement granted herein shall commence on the Effective Date and run until August 31, 2021, unless the Permanent Roadway is unavailable at that time; in which case a reasonable time extension will be granted. The Utility Agreement granted herein shall commence on the Effective Date and run with the land.

4. It is agreed that the right to enter upon the School Property, Developer Parcel, and the Easement Area shall be at Grantee's sole risk and that all activities carried out by Grantee or its agents on the School Property, Developer Parcel, and the Easement Area shall be performed in a safe manner with such care as is necessary to avoid injury to persons or property and in accordance with all applicable state, federal and local laws and regulations. Grantor reserves the right to cross the School Property with any utilities necessary for the development of the Developer Parcel. Prior to entering upon the School Property to install said utilities, Grantor and Grantee will agree upon a mutually acceptable location and timeline for the installation of said utilities on the School Property. Grantor acknowledges that once the school design phase commences, there may be cost associated with changing the design of the Project to accommodate the desired location of the utilities, and Grantor will pay such reasonable design costs. Grantor further acknowledges that once the construction process commences, there may be construction cost associated with changing the design of the Project to accommodate the desired location of the utilities, and Grantor will pay such reasonable construction costs. If Grantor enters upon the School Property for the purpose of installing said utilities, Grantor will restore the School Property to the same or similar condition as existed prior to Grantor's entry thereupon. The foregoing reservation of rights shall be further memorialized in the deed of transfer for the School Property from Grantor to Grantee.

5. The parties agree that the deed of transfer for the School Property from Grantor to Grantee will include a reverter clause stating that should Grantee fail to construct an elementary school building on the School Property for the purpose of educating students within three years from the date of the deed, the School Property will be deeded back to Grantor.

6. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights granted to Grantee hereunder, provided that such use does not unreasonably interfere with the use of the Grantee for its intended purpose.

7. As soon as practicable following the termination of the Access Easement, Grantee will remove the construction access drive, and restore and repair the Easement Area to a condition as close as practicable to the condition which it was in at the time of execution of the Access Easement.

8. It is Grantor's intent that the donation of the School Property to Grantee be treated as a charitable contribution described under the Internal Revenue Code of 1986, as amended (the "Code"). The fair market value of the School Property shall be determined according to an appraisal obtained by Grantor at Grantor's expense prior to the recording of the deed of transfer for the School Property from Grantor to Grantee. In furtherance of the foregoing, Grantor and Grantee shall cooperate to execute any documentation, forms or acknowledgments as may be required under the Code or the Treasury Department regulations promulgated thereunder evidencing such charitable contribution.

9. The parties hereto acknowledge that Grantor has no obligation to construct or install; to contribute to the cost of; or otherwise participate in or cooperate with the installation of the Permanent Roadway. Further the parties hereto acknowledge that Grantor has no obligation to construct or install or to contribute to the cost of the extension of utilities to serve the School Parcel or the Project, except as otherwise set forth in Section 10 of this Agreement.

10. Grantor will install a sanitary sewer line to benefit the Developer Parcel and the School Parcel as depicted on "Public Sanitary Sewer Improvement Plan Berlin Meadows Gravity #1 Sanitary Extension Plans dated 3/5/2020" attached hereto as Appendix 1 (the "Sewer Extension"). Grantee agrees to reimburse Grantor \$134,821.00 for the Sewer Extension. Grantor will send Grantee monthly invoices during the installation of the Sewer Extension and payment of shall be due within thirty (30) days of said receipt.

11. All terms, conditions, and covenants contained herein shall run with the land and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

12. This Instrument and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. If any provision of this Instrument or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Instrument and the application of such provisions to other entities, person or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by law. This Instrument contains the entire agreement of the parties as to the matters set forth herein. There are no oral representations, warranties or other statement whatsoever except as expressed herein. Failure or refusal to exercise any rights in this Instrument shall not be a waiver of any kind and no waiver is valid unless executed in writing by the parties and properly recorded. This Instrument may be executed in counterparts, each of which when assembled shall be deemed an original.

*(Signature Page to Follow)*

**GRANTOR:**  
**Kenney Asset Management LLC**

By: \_\_\_\_\_  
Jacqueline Noblitt, Managing Member

By: \_\_\_\_\_  
Francine E. Meyers, Managing Member

By: \_\_\_\_\_  
Michael J. Kenney, Managing Member

By: \_\_\_\_\_  
Donald R. Kenney, Jr., Managing Member

**State Of Ohio, Delaware County, ss:**

**Be It Remembered**, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally appeared Jacqueline Noblitt, Managing Member of Kenney Asset Management LLC, sole member of Beechwold Lot LLT and executed the foregoing instrument for the uses and purposes herein contained.

**In Testimony Whereof**, I have hereunto set my name and official seal. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

**State Of Ohio, Delaware County, ss:**

**Be It Remembered**, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally appeared Francine E. Meyers, Managing Member of Kenney Asset Management LLC, sole member of Beechwold Lot LLT and executed the foregoing instrument for the uses and purposes herein contained.

**In Testimony Whereof**, I have hereunto set my name and official seal. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act.

---

Notary Public

**State Of Ohio, Delaware County, ss:**

**Be It Remembered**, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally appeared Michael J. Kenney, Managing Member of Kenney Asset Management LLC, sole member of Beechwold Lot LLT and executed the foregoing instrument for the uses and purposes herein contained.

**In Testimony Whereof**, I have hereunto set my name and official seal. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act.

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Notary Public

**State Of Ohio, Delaware County, ss:**

**Be It Remembered**, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally appeared Donald R. Kenney Jr., Managing Member of Kenney Asset Management LLC, sole member of Beechwold Lot LLT and executed the foregoing instrument for the uses and purposes herein contained.

**In Testimony Whereof**, I have hereunto set my name and official seal. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act.

---

Notary Public

**GRANTEE:**  
**THE BOARD OF EDUCATION OF THE**  
**OLENTANGY LOCAL SCHOOL DISTRICT**

**By:**\_\_\_\_\_

**Mindy Patrick**

**Its:\_\_\_Board of Education President**

**State Of Ohio, Delaware County, ss:**

**Be It Remembered**, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, personally appeared \_\_\_\_\_ (name) the \_\_\_\_\_ (title) for the Board of Education of the Olentangy Local School District and executed the foregoing instrument for the uses and purposes herein contained.

**In Testimony Whereof**, I have hereunto set my name and official seal. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act.

\_\_\_\_\_  
Notary Public

This Instrument Was Prepared By:

Sean R. Lehman, Esq.  
Bricker & Eckler LLP  
100 S. Third Street  
Columbus, Ohio 43215