CHIPPEWA LOCAL SCHOOL DISTRICT Board of Education Regular Meeting

Chippewa Intermediate School – Multi-Purpose Room Monday, December 11, 2023 6:00 p.m.

Meeting Minutes

I. OPENING

- A. Call to Order :: Moment of Silence :: Pledge of Allegiance
- B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Hershberger, Mr. Schafrath

RESOLUTION 138-23

C. Upon consideration to approve the minutes from the November 20, 2023 Regular Meeting.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

II. PUBLIC PARTICIPATION - NONE

III. STUDENT RECOGNITION/STAFF RECOGNITION/INTRODUCTION OF GUESTS

A. Student of the Month

Hazel Harvey

Kindergarten: Havyn Hartzler and Cecelia Longfellow

Grade 1: Ariel Lizarraga and Briar Van Zile
Grade 2: Jaxson Clark and Cheyanne Gruver

CIS

Grade 3: Shelby Stover and Mark Lawrentz Grade 4: Lily Stefanko and Riley Adams Grade 5: Emmy Faber and Nate Ruch Grade 6: Audrey Heaton and Ryan Petit

B. Needle Mover: Shanna Feesler

IV. CONSIDER APPROVAL OF DONATIONS - No Donations this Month

V. TREASURER'S UPDATE & ACTION ITEMS

A. Treasurer's Comments

- Rea & Associates is on track to complete by December 31, 2023 the State audit for FY-2023.
- Per the CEA contract, the District paid out bonuses totaling \$54,750 in November.
- Also included in November's payroll were supplemental contracts totaling \$76,192.
- Moody's Investors Service upgraded the rating on the Issuer's Ohio School District Credit Enhancement Program for general obligation debt from Aa2 to Aa1.

B. Action Items

RESOLUTION 139-23

1. Upon consideration to approve the November 2023 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes CARRIED

VI. SUPERINTENDENT'S UPDATES

- A. Science of Reading Jodie Hughes
- B. Classroom Management Program Angela Deiotte

VII. SUPERINTENDENT'S AGENDA

RESOLUTION 140-23

A. Upon consideration to approve the proposal from DataServ to provide video surveillance for the stadium, in the amount of \$34,479.72, funded through the Permanent Improvement Fund (003). (Exhibit 1)

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

VIII. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 141-23

- A. Upon consideration to approve the MOU between the Chippewa Board of Education and the CEA. (Exhibit 2)
- B. Upon consideration to approve Mason Dobbins, Technology Volunteer, for the 2023-2024 school year.
- C. Upon consideration to approve the hiring of Savannah Remenaric, non-bachelor substitute teacher, per the substitute pay rate, for the 2023-2024 school year.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

IX. BOARD DISCUSSION

A. Jay Hershberger appreciated his time on the Board and how he has grown through the experience.

X. **NEW BUSINESS**

RESOLUTION 142-23

A. Upon consideration to approve a renewal of the treasurer's contract for 3 years, commencing August 1, 2024.

Motion to approve by Schafrath and 2nd by Fenn

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

RESOLUTION 143-23

B. Upon consideration to approve Jeremy Golub as President Pro-Tem, who will preside at the January 8, 2024 Organizational Meeting.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

RESOLUTION 144-23

C. Upon consideration to approve the Organizational Meeting scheduled for Monday, January 8, 2024 at 5:00 p.m., followed by an Executive Session. Regular Meeting to begin at 6:00 p.m.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

XI. **EXECUTIVE SESSION** - Not needed

XII. MOTION TO ADJOURN

Motion to adjourn by Fenn and 2nd by Hershberger

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

Time: 6:51 PM

NOTE: The School Board will hold an Organizational Meeting on Monday, January 8, 2024 at the Jr/Sr High School Auditorium beginning at 5:00 p.m. The next Regular Meeting will be held on January 8, 2024 at the Jr/Sr High School Auditorium beginning at 6:00 p.m.

Tra Determ

APPROVED:

PRESIDENT

TREASURER



Proposal Number:

PRO-15446-R4P3R8

Proposal Date:

10/25/2023

Chippewa Local School District
Todd Osborn
Superintendent
(330) 658-6368
Todd.Osborn@chippewaschools.com
http://www.chippewa.k12.oh.us/

DataServ Integrations, LLC Tim Grimm Sr. Design Engineer 440.892.2555 ext.7067 tgrimm@dataservtech.com https://www.dataservtech.com

Project Cost Summary	ANNO DE LA CALIFORNIA D	
Project Description: Video Surveillance - Stadium		
Copital Costs (NRC)	The second secon	
Network Hardware		\$2,585.44
Wireless Hardware		\$171.04
Security Hardware/Software		\$13,202.70
Infrastructure Supplies	3-13-66 CO-14 CO-14 CO-15 CO-1	\$13,373.00
Professional Services		\$4,144.00
Shipping & Processing		\$166.66
	SUBTOTAL:	\$33,642.84
Recurring Services 12 Month Term		
eServices		\$836.88
	GRAND TOTAL:	\$34,479.72

^{*}Proposal does not include applicable sales tax

\$29,332.18

Subtotal

Stadium			
Part Number	Description	Quantity	Extended Cost
PSI5-750MT120	Vertiv PSIS Mini Tower UPS, 750VA/675W, 120V (Input 5-15 Output (8) 5-15)	2	\$848.00
IS-UNITY-SNMP	Vertiv Intellislot Communications Card for PSIS Series UPS	2	\$488.00
C1000-8P-2G-L	Catalyst 1000 8port GE, POE, 2x1G SFP	1	\$405.19
C1000-16P-2G-L	Catalyst 1000 16port GE, POE, 2x1G SFP	1	\$720.05
RCKMNT-19-CMPCT=	RACK-MOUNT KIT FOR THE CISCO CATALYST 3560-8PC COMPACT SWITC	2	\$124.20
CAB-16AWG-AC	AC Power cord, 16AWG	2	\$0.00
LBE-5AC-GEN2-US	LiteBeam 5AC Gen-2 Wireless Bridge 5GHz	2	\$171.04
CB62-512TE-HW	Verkada CB62-TE Outdoor Bullet Camera, 8MP, Telephoto Zoom Lens, 30 Days of Storage	1	\$1,329.30
CD62-30E-HW	4K Outdoor Dome with 3x Optical Zoom 30 Days of Storage	4	\$4,757.20
CP52-512E-HW	CP52 Outdoor PTZ Camera, 512G8, 30 Days Max	1	\$2,589.30
ACC-MNT-3	Verkada L-Bracket Mount	2	\$180.60
ACC-MNT-9	Verkada Pole Mount, 2nd Generation	1	\$146.30
ACC-POE-60W	PoE++, UPOE (802.3bt) 60w Injector, GigE	3	\$312.90
ACC-MNT-XLARM-1	Large Arm Mount (PTZ)	1	\$111.30
LIC-5Y	Verkada 5 Year Camera License	6	\$3,775.80
DS1-CAB	Cable Runs	1	\$13,373.00

DATASERY WILL PROVIDE THE FOLLOWING:

Proposal for Camera Surveillance System Installation

Objective:

Our goal is to install a comprehensive camera surveillance system at the DATASERV Westlake office. This system is designed to provide 30 days of storage at 24 frames per second (FPS) and will encompass various stages, including hardware shipment, camera testing, portal setup, installation coordination, and user training.

- Hardware Shipment: All necessary hardware will be shipped to the DATASERV Westlake office to ensure a seamless installation process.
- Camera Staging and Testing: Prior to installation, all cameras will be meticulously staged and thoroughly tested to ensure their proper functionality.
- Portal Setup and User Access Coordination: We will work closely with the CUSTOMER to coordinate the setup of the Verkada web portal and grant user access as per their requirements.
- · Installation Date and Time Coordination: Coordination with the CUSTOMER will be carried out to schedule an installation date and time. It is important to note that there will be a temporary surveillance outage during the installation process.
- Verkada Web Portal Configuration: The Verkada web portal will be configured according to CUSTOMER specifications, and user access will be established.
- Camera Preparation for CUSTOMER Portal Integration: The cameras will be configured and prepared to seamlessly connect to the CUSTOMER's new portal.
- All equipment will be added to the Doylestown PD existing Verkada Portal.
- Onsite Hardware Delivery and Installation: Our team will travel onsite to deliver and install the hardware, ensuring it is placed according to the approved camera placement plan.
- Camera Setup and Calibration: Cameras will be carefully adjusted for field of view and focus to optimize their performance.
- * * The new CB62-TE will replace the existing LPR camera downtown, the CB61-TE will be used as per placement map.
- Multi-Factor Authentication (MFA) Installation: Verkada's built-in MFA will be installed to enhance security.
- Mobile App Installation: The Verkada mobile app will be installed on up to three devices for convenient remote access.
- Staff Training: Our team will provide comprehensive training to the admin staff on the day-to-day use of the camera system.
- Cabling:

Press box; Provide and install one GL36WM locking wall cabinet and backboard. A total of 8 CAT 6 cables will be installed. This includes the installation of conduit and cabling for six cameras on the underside of the press box. The camera locations include:

- 2 facing the home bleachers
- 2 facing the park
- 1 facing the visitor bleachers
- 1 PTZ camera
- In addition, a cable run for a wireless bridge will be mounted to the underside of the press box and one cable run for a pole mounted camera.

The following conditions apply: "There is an existing conduit run from the press box to a pole located at track level that can be utilized for the camera run.

****** If the conduit can NOT be used, DBS will provide a 🛠 conduit from the press box to the pole. The conduit will mount to the underside of the bleachers. It is assumed a shallow trench from the bleachers to the pole can be made and that there is no concrete or asphalt obstructing our way, additional cost will be quoted for this work if it is needed.

Ticket Booth

Provide and Install a single CAT6 cable for a wireless bridge that will be mounted on the exterior wall facing the stadium press box. An externally mounted piece of %" conduit may be required to reach the best mounting area.

The following conditions apply: *Per on sight discussion, no indoor cabling is included. The intention would be to cut an access hole in the provided NEMA box and use long patch cables where required.

CUSTOMER WILL PROVIDE THE FOLLOWING

- **** The customer is responsible for verifying the placement of all cameras and ensuring that the map aligns with the proposal.
- Coordinate with DATASERV on portal setup and user access.
- Coordinate with DATASERV on installation date and time (NOTE: There will be an outage in camera surveillance during installation).
- Access to all areas including technical closets.
- Any network programing and changes that are required for camera installation.
- Identify up to three mobile devices for Verkada application installation
- Attend a 1-hour training on camera system use.
- Verify with DATASERV the camera views are what is needed and expected.
- * All Professional Services, including equipment installation, are quoted using the standard working hours of 7.00am to 6:00pm, Monday through Friday If Customer requires Professional Services outside of the standard working hours, an increased Professional Services fee may incur.
- Customer Is required to have all items above completed prior to scheduling with the Company. Once work begins, the Company will require continuous access to the facilities according to the established schedule, until the project is completed. Delays in the installation, visits to remote sites, or return visits to the Customer site(s) required due to circumstances beyond the control of the Company are billable at \$1,720.00 per return visit.

- Picing is walle for thirty (30) dans. Purchase orders received after the thirty (30) day period are subject to a price review. We will not accept Customer purchase orders against budgetary proposals.
- ment Terms are Net 30 Days. An interest charge will be invoiced for late payments
- Any authorized changes to this project require a Change Order and will be invoiced accordingly. Any product changes made by the customer after a purchase order has been issued to DataServ may result in a 25% 3.
- The Customer will be billed (at cost) for any special permits required.

 All Professional Services are quoted using the standard working hours of 2.00am to 6.00pm, Monday 14 ough Friday, If Customer requires Professional Services outside of the standard working hours, an increased Professional Services fee will incur.
- Should circumstances outside of DataSery's control require additional professional service hours (greater than what is quoted for the project), the T&M rates identified at his allowed datasery's control require additional professional service hours (greater than what is quoted for the project), the T&M rates identified at his allowed the project of 6. will be charged for the additional hours. DataServ will remain on-site and ensure project comple
- All Professional Services requiring mounting, hanging, etc. by DataServ team members is limited to a maximum of 15 feet. Any required Professional Services above stated height will be the responsibility of the Customer or outside contractor.

Exhibit 1

- 8. By issuing a Purchase Order the Customer agrees and alknowledges the terms and conditions of the DataServ provided Scope of Work or agreement (Managed Services Agreement, Customer Care Agreement, Purchasing Agreement, etc.) If applicable, the Customer will seek relimbursement funding from the USAC Schools and Libraries E-Rate program separately.
- 9 If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will adjust the Customer's bill to include the additional services or overage charges
- 10 If recurring services [maintenance] are purchased by the Customer, the term of the service will begin upon order confirmation and may only be pro-rated to the Customer's existing contract term end date dependent on manufacturer flexibility.
- When recurring services (maintenance) are purchased by the Customer and the equipment ships direct to the Customer, the Customer is responsible for providing all serial numbers to DataServin order to ensure proper coverage.

 Shipong which is estimated to be 15-30 days ARO. (Additional S/H costs will apply for shipments requiring loading dock, inside delivery, and/or expedited delivery, FOB Point Is Shipong Point. All equipment is
- 12 Shipping schedule is estimated to be 15:30 days ARO. (Additional S/H costs will apply for shipping Point is shipped surface pre-paid, fully insured and added). Est mated start of projects including professional services will be 30:60 days ARO. Contingent upon equipment availability.

Purchase Order Contiematic

Please mall, e-mall or fax your Purchase Order, referencing proposal number and this Signed Purchase Order Confirmation page to

DataServ

Attn: Sales Administration 31280 Viking Parkway Westlake, Ohio 44145 dsi-admin@dataservtech.com

Fax: 440 892 2559 Phone: 440 835-7055

Proposal Number

PRO-15446 R4P3R8

Customer: Project Descript on: Chippewa Local School District Video Surveillance - Stadium

Purchase Crises Confernation

Thave read this Proposal and Statement of Work and understand the responsibilities that the Customer and DataServ will be providing Customer agrees that by Issuing a Purchase Order to DataServ for this Proposal they accept all Terms and Conditions.

Customer Name:		Customer PO Number:	
	(Please Print)	PO Amount	
Customer Signature:	240 - 1000 1000	Date:	
DataServ Signature:		Date:	

DataServ has spent considerable effort in the development of this Price Proposal which is tailored to the specific needs of your project. This proposal reflects our knowledge of your requirements and our approach to addressing those requirements. All data and information contained herein is provided free of charge and is considered confidential and proprietary. This document may not be distributed to, or for, any third parties without the express prior written consent of DataServ.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Chippewa Local School District Board of Education (the "Board") and the Chippewa Education Association ("CEA") (collectively "the Parties").

WHEREAS, the Board and the CEA are parties to a collective bargaining agreement ("CBA") with effective dates of July 1, 2023 through June 30, 2026; and

WHEREAS, Article X(A)(3) indicates that there will be a one-time bonus paid in November 2023 based on an employee's Step placement on the Salary Schedule; and

WHEREAS, the Parties desire that the bonus be paid based on an employee's years of service in the District rather than the employee's Step placement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the CEA enter into the following agreement:

- 1. The language in Article X(A)(3)(a) will be changed to reflect that a bonus of \$500 will be paid to those employees actively employed on November 1, 2023 who have worked in the District as a teacher and/or tutor for at least one (1) year but less than ten (10) years.
- 2. The language in Article X(A)(3)(b) will be changed to reflect that a bonus of \$750 will be paid to those employees actively employed on November 1, 2023 who have worked in the District as a teacher and/or tutor for ten (10) or more years.
- 3. The CBA remains unchanged except as specifically provided for by this MOU.
- 4. This MOU contains the entire agreement of the Parties regarding the matters set forth herein and supersedes any other agreements or discussions, whether oral or written, regarding these matters. Any amendment to this MOU must be in a writing signed by all Parties.
- 5. The Board and the CEA have reviewed and approved this MOU and each signatory to this MOU represents that he or she has the authority to enter into this MOU and bind his/her Party.

FOR THE CHIPPEWA EDUCATION	FOR THE BOARD OF EDUC	CATION:
ASSOCIATION:	\sim 0.	1 .
Caroly Shhusly 11/20/23	Toold S. Off	-1/20/23
1 Date	Todd Osborn, Superintendent	Date /
Date	Ira Hamman, Treasurer	11/20/2028 Date

CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION TREASURER/CHIEF FISCAL OFFICER CONTRACT OF EMPLOYMENT

This Treasurer/Chief Fiscal Officer Contract of Employment ("Employment Contract") is made and entered into on **December 11, 2023**, by and between the Chippewa Local School District Board of Education ("Board") and **Ira Hamman** ("Treasurer") (collectively, "Parties") pursuant to R.C. 3313.22, R.C. 3313.24, and applicable laws. The Parties agree as follows:

1. **ALL PRIOR CONTRACTS SUPERSEDED:** This Employment Contract specifically supersedes any and all contractual terms and conditions — either written or verbal — as well as any and all past and current practices regarding the employment of any R.C. 3313.22 employee.

2. TERM OF CONTRACT

A. For the three (3) year contract period commencing August 1, 2024, and ending July 31, 2027, Treasurer shall be appointed and employed as the Treasurer/Chief Financial Officer for the Board under R.C. 3313.22 and 3313.24 by virtue of this Employment Contract with full authority and responsibilities as set forth under the laws of the State of Ohio; all current Board policies not relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board; any and all current Board administrative guidelines not relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board; current Board policies relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board and Treasurer; any and all current Board administrative guidelines relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board and Treasurer; any and all current applicable Board job descriptions, a current copy of which is available online as **Board** Policy at http://www.chippewa.k12.oh.us/sites/chippewa.k12.oh.us/files/files/Chippewa%2 0-%20B(4).pdf, as may be amended from time to time; the Board's Code of Conduct and Ethics, a current copy of which is available online as Board Policy **GBCB** http://www.chippewa.k12.oh.us/sites/chippewa.k12.oh.us/files/files/Chippewa%2 0-%20G(4).pdf, as may be amended from time to time; the Licensure Code of Professional Conduct for Ohio Educators, a current copy of which is online at https://education.ohio.gov/getattachment/Topics/Teaching/Professional-Conduct/Licensure-Code-of-Professional-Conduct/Licensure-Code-of-Professional-Conduct.pdf.aspx, as may be amended from time to time by the Ohio Department of Education and Workforce; the Ohio Standards for Treasurers, a online current ofwhich at copy is https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohios-Educator-Standards/Treasurers-Standards.pdf.aspx, as may be amended from time to time by the Ohio Department of Education and Workforce; and this Employment Contract as may be amended from time to time by the Board and Treasurer.

> Chippewa Local School District Board of Education Treasurer/Chief Fiscal Officer Contract of Employment

B. [INTENTIONALLY BLANK]

- 3. **PROFESSIONAL LICENSE:** Treasurer shall maintain and furnish to the Board evidence of maintaining valid credentials to act as the Treasurer/Chief Fiscal Officer for the Board in accordance with all applicable laws of the State of Ohio. As set forth in this Employment Contract, the Board shall bond Treasurer in accordance with all applicable laws of the State of Ohio. This Employment Contract is subject to the continued proper certification/licensure and bonding of Treasurer.
- DUTIES OF TREASURER/CHIEF FISCAL OFFICER: Treasurer shall dispatch any and 4. all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board, and shall devote such time and energy as is necessary to meet the Treasurer/Chief Fiscal Officer obligations and responsibilities for the Board as set forth under the laws of the State of Ohio; all current Board policies not relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board; any and all current Board administrative guidelines not relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board; current Board policies relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board and Treasurer; any and all current Board administrative guidelines relating to the terms and conditions of Treasurer's employment as may be amended from time to time by the Board and Treasurer; any and all current applicable Board job descriptions, a current copy of which is available online as Board Policy BCC http://www.chippewa.k12.oh.us/sites/chippewa.k12.oh.us/files/files/Chippewa%20-%20B(4).pdf, as may be amended from time to time; the Board's Code of Conduct and Ethics, a current copy of which is available online as Board Policy GBCB at http://www.chippewa.k12.oh.us/sites/chippewa.k12.oh.us/files/files/Chippewa%20-%20G(4).pdf, as may be amended from time to time; the Licensure Code of Professional Conduct for Ohio Educators, a current copy of which is online https://education.ohio.gov/getattachment/Topics/Teaching/Professional-Conduct/Licensure-Code-of-Professional-Conduct/Licensure-Code-of-Professional-Conduct.pdf.aspx, as may be amended from time to time by the Ohio Department of Education and Workforce; the Ohio Standards for Treasurers, a current copy of which is https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Educator-Standards/Treasurers-Standards.pdf.aspx, as may be amended from time to time by the Ohio Department of Education and Workforce; and this Employment Contract as may be amended from time to time by the Board and Treasurer.

5. COMPENSATION

- A. Annual Base Salary
 - 1) Base Salary

- a. 2024-2025 Contract Term: Commencing August 1, 2024, and ending July 31, 2025, the Board shall pay Treasurer an annual base salary of Ninety-Three Thousand Four Hundred Forty-Five and Zero Cents (\$93,445.00) in consideration of Treasurer dispatching any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board during this period.
- b. **2025-2026** Contract Term: Commencing August 1, 2025, and ending July 31, 2026, the Board shall pay Treasurer an annual base salary of Ninety-Three Thousand Four Hundred Forty-Five and Zero Cents (\$93,445.00) in consideration of Treasurer dispatching any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board during this period.
- c. 2026-2027 Contract Term: Commencing August 1, 2026, and ending July 31, 2027, the Board shall pay Treasurer an annual base salary of Ninety-Three Thousand Four Hundred Forty-Five and Zero Cents (\$93,445.00) in consideration of Treasurer dispatching any and all Treasurer/Chief Fiscal Officer duties to the fullest on behalf of the Board during this period.

2) No Automatic Annual Base Salary Increases

- a. **No Automatic Percentage Increase:** The annual base salary shall automatically increase each contract year (*i.e.*, August 1 to July 31) by zero percent (0%) during the term of this Employment Contract.
- b. No Automatic COLA Percentage Increase: The annual base salary shall not automatically increase each contract year (i.e., August 1 to July 31) by any cost-of-living adjustment during the term of this Employment Contract.
- 3) Discretionary Base Salary Increases: The Board may increase the annual base salary at any time during the term of this Treasurer Contract. The Parties understand that any discretionary annual base salary increase under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- 4) Salary Distributions: The annual salary shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.

Chippewa Local School District Board of Education Treasurer/Chief Fiscal Officer Contract of Employment

- Tax Deferred Annuity Withholding and Transfer: Upon the written request of Treasurer, the Board shall withhold and transfer a portion of Treasurer's salary to a tax-deferred annuity program chosen by Treasurer from such programs as may be adopted by the Board.
- B. **Per Diem Rate of Pay:** The *per diem* rate of pay shall be calculated by dividing the annual calculated salary set forth in this Employment Contract by two hundred sixty (260) days.
- C. Uniform Reduction Plan: Nothing in this Employment Contract shall limit the Board's right to either increase or decrease the "compensation" of Treasurer during this Employment Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Chippewa Local School District pursuant to R.C. 3313.22, R.C. 3313.24, and any and all applicable laws of the State of Ohio.

6. OTHER COMPENSATION

A. School Employees Retirement System of Ohio

- 1) **SERS Employer Contribution:** The Board shall pay the entire share of the employer contribution of any and all School Employees Retirement System of Ohio ("SERS") contributions as required by the laws of the State of Ohio.
- Pick-Up On The Pick-Up Plan: The Board has adopted a "pick-up on the pick-up" plan that wherein the Board specifies that the "pick-up on the pick-up" plan: (a) shall apply to Treasurer, (b) shall mandate that the Board pay Treasurer's entire share of the employee/member contribution of any and all SERS contributions as required by the laws of the State of Ohio, (c) shall include payment of the entire employee/member SERS contribution by the Board as compensation to Treasurer, (d) shall include payment of Treasurer's entire employee/member SERS contribution by the Board in Treasurer's salary for SERS retirement purposes, (e) shall be a mandatory condition of employment as Treasurer, and (f) shall prohibit Treasurer from opting out of the plan. The "pick-up on the pick-up" plan shall apply to Treasurer during the term of this Employment Contract.
- B. Group Health Care Plans: Treasurer shall be covered under the health care plans provided by the Board to all other full-time, twelve (12) month administrative employees (e.g., R.C. 3313.22, R.C. 3319.01, and R.C. 3319.02 employees) during the term of this Employment Contract. The Board shall pay One Hundred Percent (100.00%) of the premium for said health care plans from

which the Treasurer may select either the individual or family plan. No other fees or surcharges shall be assessed to Treasurer during the term of this Employment Contract. The Parties understand that any health care benefits under this Employment Contract is made by the Board independent of the collective bargaining process or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

- C. Group Term Life Insurance Policy: The Board shall provide Treasurer with a group term life insurance policy no less than the total amount of the Treasurer's annual base salary as set forth in this Employment Contract. The Parties understand that any group life insurance plan benefit in this Employment Contract shall be made by the Board independent of the collective bargaining process or administrative salary schedule between the Board and any applicable labor organizations and/or employees.
- D. Cell Phone Stipend: Provided Treasurer secures a phone compatible with the District email system and allows Treasurer to utilize Treasurer's phone for work purposes, the Board shall pay Treasurer a monthly cell phone stipend in the total amount of Fifty Dollars and Zero Cents (\$50.00). The Parties understand that any cell phone stipend under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- E. **Vehicle Stipend:** While there shall be no vehicle stipend, Treasurer may submit mileage reimbursement pursuant to this Employment Contract.
- F. Annuity: [INTENTIONALLY BLANK AS NOT PROVIDED.]
- G. Medicare: The Board shall pay directly to the federal government Treasurer's share of Medicare. Such compensation shall not be counted toward any severance payment under this Employment Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Agreement or law. The Parties understand that any Medicare compensation under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- H. Additional Insurance Coverage: [INTENTIONALLY BLANK AS NOT PROVIDED.]
- I. Tuition Reimbursement: [INTENTIONALLY BLANK AS NOT PROVIDED.]
- J. Other Compensation Provided to Full-Time, Twelve (12) Month Administrative Employees: [INTENTIONALLY BLANK AS NOT PROVIDED.]

Exhibit 3

- K. Stipend for Honoring the Contract Term: [INTENTIONALLY BLANK AS NOT PROVIDED.]
- L. Uniform Reduction Plan: Nothing in this Employment Contract shall limit the Board's right to either increase or decrease the "other compensation" of Treasurer during this Employment Contract provided that any decrease is part of a uniform plan affecting salaries of all employees of the Chippewa Local School District pursuant to R.C. 3313.22, R.C. 3313.24, and any and all applicable laws of the State of Ohio.

7. PER DIEM RATE OF PAY AND WORK SCHEDULE

- A. While the *per diem* rate of pay shall be calculated as set forth in this Employment Contract, Treasurer shall be available to perform the duties set forth in this Employment Contract for three hundred sixty five (365) days in each contract year (*i.e.*, August 1 to July 31).
- B. Treasurer shall devote such time and energies as are necessary to perform the duties set forth in this Employment Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in this Employment Contract shall require Treasurer to work during times other than normal business hours and the regular work week (e.g., evenings and weekends).
- C. Treasurer agrees that Treasurer shall not engage in any other business activities or render services of any nature on behalf of Treasurer or on behalf of any other person, corporation, or other entity for compensation without the Board's prior written approval and Treasurer must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Treasurer is prohibited from holding outside employment unless prior written approval is granted by the Board. For example, the Board agrees that Treasurer may teach as an adjunct instructor at local colleges and universities provided such teaching services do not conflict with the duties set forth in this Employment Contract and no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws.
- D. The prohibition of Treasurer holding outside employment unless prior written approval is granted by the Board remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, and personal leave and may result in disciplinary action up to and including termination of employment.

8. HOLIDAYS AND VACATION LEAVE

- A. Holidays: Treasurer shall be entitled to paid holiday leave for the holidays set forth in the adopted Board calendar as may be amended from time to time by the Board. The Parties understand that any holiday benefits under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- B. Vacation Leave: Treasurer shall be entitled to twenty (20) vacation days for each contract year consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. Unused vacation days shall not accrue and shall not carryover from year to year. Treasurer shall not use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. The Board shall pay Treasurer for any unused accumulated vacation days from prior years on or before August 31 in the next contract year unless this Agreement is terminated prior to August 31 in which case the Board shall not pay Treasurer for any unused accumulated vacation days from prior years on or before August 31. Such payment shall be based upon the per diem rate of pay as calculated in this Employment Contract. Such payment shall not be counted toward any severance payment under Article 9(C) of this Employment Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Employment Contract or law. The Parties understand that any vacation leave benefits under this Employment Contract shall be made by the Board independent of any other employees of the Board.

9. SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY

A. Sick Leave

- 1) Credit: Treasurer shall be entitled to sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141 as applicable and consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. The Parties understand that any sick leave benefits under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- 2) Usage and Accumulation: Treasurer may use and accumulate unlimited sick leave days in accordance with either R.C. 124.38 or R.C. 3319.141—as applicable—and consistent with Board policies as may be amended

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from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. The Parties understand that any sick leave benefits under this Employment Contract shall be made by the Board independent of any other employees of the Board.

- B. Personal Leave: Treasurer shall be entitled to three (3) personal days for each contract year consistent with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. Unused personal days shall not accrue and shall not carry over from year to year. Treasurer shall not use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract year without a prior resolution of the Board approving the same. The Board shall pay Treasurer for any unused accumulated personal days from prior years on or before August 31 in the next contract year unless this Agreement is terminated prior to August 31 in which case the Board shall not pay Treasurer for any unused accumulated personal days from prior years on or before August 31. Such payment shall be based upon the per diem rate of pay as calculated in this Employment Contract. Such payment shall not be counted toward any severance payment under this Employment Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Employment Contract or law. The Parties understand that any personal leave benefits under this Employment Contract shall be made by the Board independent of any other employees of the Board.
- C. Severance Pay: If Treasurer qualifies and accepts retirement benefits under the State Teachers Retirement System of Ohio ("STRS")/SERS while employed by the Board as the Treasurer/Chief Fiscal Officer, Treasurer shall qualify for a one-time severance payment pursuant to R.C. 124.39(B). The Parties understand that any severance payments made under this Employment Contract shall be made by the Board independent of the collective bargaining process or administrative salary schedule between the Board and any applicable labor organizations and/or employees.

10. PROFESSIONAL GROWTH/ORGANIZATIONS

A. Professional Growth

Treasurer shall be encouraged to participate in seminars, in-service meetings, college courses, and certification class requirements which promote professional growth and are related to the duties set forth in this Employment Contract.

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- Treasurer shall submit requests to attend professional growth opportunities set forth in this Employment Contract to the Board for approval prior to attending the same during normal business hours. The Board has the sole discretion to approve or deny attendance requests by Treasurer under this Employment Contract.
- 3) Upon approval by the Board, attendance at professional growth opportunities set forth in this Employment Contract shall be considered a workday for Treasurer under this Employment Contract.
- 4) Upon approval by the Board, the Board shall reimburse or pay on behalf of Treasurer all actual and necessary travel and other expenses required to attend the professional growth opportunities set forth in this Employment Contract. The Board shall reimburse or pay on behalf of Treasurer pursuant to this Employment Contract.

B. **Professional Organizations**

- Treasurer shall be encouraged to join and participate in the Tri-County Educational Service Center and Ohio Association of School Business Officials. The Board may, in its sole discretion, also allow Treasurer to join other professional organizations upon the written request of Treasurer.
- The Board shall reimburse or pay on behalf of Treasurer all actual and necessary membership dues, as well as travel and other expenses, required to join and participate in the professional organizations set forth in this Employment Contract. The Board shall reimburse or pay on behalf of Treasurer pursuant to this Employment Contract to the extent permitted by law.
- 11. **EXPENSES:** The Board shall reimburse or pay on behalf of Treasurer all actual and necessary travel and other expenses required in the performance of the duties set forth in this Employment Contract subject to such limitations as provided by the laws of the State of Ohio, Board policies as may be amended from time to time, and Board administrative guidelines as may be amended from time to time. Such compensation shall not be counted toward any severance payment under this Employment Contract, R.C. 124.39(B), R.C. 124.39(C), or any contrary provisions of this Employment Contract or law.
- 12. **CONTRACT RENEWAL OR NONRENEWAL:** Renewal or nonrenewal of this Employment Contract by the Board shall be in accordance with R.C. 3313.22 and any and all applicable laws of the State of Ohio.

13. **PERFORMANCE EVALUATION:** Pursuant to R.C. 3313.22, the Board shall adopt procedures for the evaluation of Treasurer and shall evaluate Treasurer in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Treasurer's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3313.22 or this Employment Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Treasurer's contract.

14. CONTRACT TERMINATION

This Employment Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement, disability, or death of Treasurer.
- C. Termination by the Board in accordance with R.C. 3313.22, R.C. 3319.16, and any and all applicable laws of the State of Ohio.
- D. Failure of Treasurer to maintain a valid license.
- E. Failure of Treasurer to secure a position schedule bond in a reasonable amount acceptable to the Board.
- F. Failure to fully comply with the Board's Code of Conduct and Ethics as may be amended from time to time by the Board and Treasurer.
- G. Failure to fully comply with the Licensure Code of Professional Conduct for Ohio Educators as may be amended from time to time by the Ohio Department of Education and Workforce.
- H. Failure to fully comply with the Ohio Standards for Treasurers as may be amended from time to time by the Ohio Department of Education and Workforce.
- I. The issuance of any discipline, sanction, revocation, and/or consent decree by the Ohio Department of Education and Workforce.
- J. As otherwise provided by law.

15. INDEMNIFICATION

A. Except for findings for recovery in an audit report pursuant to R.C. 117.28 and consistent with R.C. 2744.07 and applicable laws, the Board agrees that it shall defend, hold harmless and indemnify Treasurer from any and all demands, claims,

suits, actions, and/or legal proceedings brought against Treasurer in either an individual capacity or in an official capacity as agent and employee of the Board provided the incident arose while Treasurer was acting within the scope of employment (excluding criminal litigation) and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under this Employment Contract shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose; whichever is greater. Except that, in no case shall any individual board member be considered personally liable for indemnifying Treasurer against such demands, claims, suits, actions, and/or legal proceedings.

- B. It is expressly recognized between the Parties, that the duty to provide for the defense of Treasurer also applies to demands, claims, suits, actions, and/or legal proceedings (excluding criminal litigation) threatened and/or commenced by and/or on behalf of any other political subdivision and/or the State of Ohio.
- C. No indemnification provision of this Employment Contract shall apply to any disputes between the Parties.
- 16. **BOND/POSITION SCHEDULE BOND:** The Board shall provide a position schedule bond for Treasurer in the minimum amount mandated by Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.
- 17. **MEDICAL EXAMINATION:** Treasurer agrees that, upon the request of the Board, Treasurer shall submit to a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying the physical and mental competency of Treasurer shall be filed with the President of the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the Board determines that Treasurer is incapacitated in such a manner that Treasurer is unable to perform the duties of the office of Treasurer, the Board may, by a majority vote of the members of the Board, appoint a person to serve in Treasurer's place pro tempore. The standards for determining whether Treasurer is incapacitated shall be determined in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.
- 18. **SERS OBLIGATIONS:** Treasurer has been notified as required by R.C. 3309.53 of all duties and obligations under R.C. Chapter 3309 pertaining to SERS as a condition of employment of Treasurer.

- 19. **COMPLETE AGREEMENT:** This Employment Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Employment Contract or any amendments or exhibits hereto as this Employment Contract has been jointly drafted by both parties.
- 20. SAVINGS CLAUSE: If any portion of this Employment Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Employment Contract shall remain in full force and effect.
- 21. **COUNTERPARTS:** This Employment Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Employment Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.
- 22. **REVIEW BY COUNSEL:** Treasurer represents and warrants that this Employment Contract is the result of a full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Treasurer review this Employment Contract and to verify that the terms and provisions of this Employment Contract are reasonable and enforceable. Treasurer acknowledges that Treasurer has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Employment Contract has been jointly drafted by the Parties.

[Signature Page to Follow]

FOR THE CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:	FOR IRA HAMMAN:
Jeremy Golub*	Ira Hamman
Board President	
(In Official Capacity Only)	
Todd Osborn* Superintendent/Chief Executive Officer (In Official Capacity Only)	
Authorized Pursuant to Board Resolution No* * This Agreement has no legal effect absent Board	
[Treasurer Certifi	icates to Follow

CHIPPEWA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Chippewa Local School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Chippewa Local School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Jeremy Golub , Board President
(In Official Capacity Only)

Ira Hamman, Treasurer/Chief Financial Officer
(In Official Capacity Only)

Todd Osborn, Superintendent/Chief Executive Officer
(In Official Capacity Only)

[End of Employment Contract]