

CHIPPEWA LOCAL SCHOOL DISTRICT
Board of Education Regular Meeting
Chippewa Jr/Sr High School Cafeteria
Monday, May 8, 2023
6:00 PM
MEETING MINUTES

I. OPENING

- A. Call to Order :: Moment of Silence :: Pledge of Allegiance lead by CIS Students of the Month
- B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Hershberger, Mr. Schafrath

RESOLUTION 054-23

- C. Upon consideration to approve the minutes from the April 10, 2023 Regular Meeting.

Motion to approve by Schafrath and 2nd by Fenn

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

II. STUDENT RECOGNITION /STAFF RECOGNITION /INTRODUCTION OF GUESTS

- A. Students of the Month

Hazel Harvey

- Kindergarten: Harper Tackett, Brookelynn Whitford
- Grade 1: Boyan Lance, Cecilia Michael, Cooper Nemchev
- Grade 2: Vivian Ballash, Colton Brod

CIS

- Grade 3: Emily Luecke, Jase Yost
- Grade 4: Kaily Steiner, Trevor Cooke
- Grade 5: Jamie Gallagher, Bradley Maxwell
- Grade 6: Aubrey Meholick, Tyler Mark

Jr/Sr High School

- Grade 7: Mason Lepley
- Grade 8: Caden Considine
- Grade 9: Kyleigh Choate
- Grade 10: Sam Petit
- Grade 11: Hannah Schade
- Grade 12: Abby Blaz

- B. Needle Mover - Christine Ashcraft

III. CONSIDER APPROVAL OF DONATIONS – None

IV. PUBLIC PARTICIPATION – None

V. SUPERINTENDENTS REPORT

- A. Retiree’s – Vicky De Angelis, Karen Funk, Beth Pavkov
- B. Jeanne Hines – Star Ohio Teacher of the Year nominee
- C. Robotics Club
- D. Acknowledge the OAPSE Union negotiate team and thanked them for their cooperative spirit in negotiating a new contract.

VI. Introduction of Retirees/new staff to school district: 15 MINUTE RECESS 6:31 pm to 6:46 pm

VII. TREASURER'S UPDATE & AGENDA ITEMS

A. Treasurer's Comments

- Financial Projects Update
 1. Sale of High Street property: Sold for \$450,000; Closing cost of \$57,015.35; net to District was \$392,984.65. Funds deposited to the Permanent Improvement Fund.
 2. Softball Field: Cost of \$219,859.63 to include grading of field, infield installation, backstop, fencing, scoreboard, energizing the field, dugouts, infield accessories, and storage building.
 3. Intermediate School HVAC renovation: Approved cost-to-date of \$325,448 to include replacement of 72 motors, replacement of existing controllers and sensors and provide digital/offsite monitor of the system.
 4. OFCC Safety/Security grant: Project has been funded at \$100,000 each for Hazel Harvey and Chippewa Intermediate. Purchase orders have been issued but minimal work has been completed due to shortage of materials.
 5. New school bus should be delivered by end of May at an approximate cost of \$105,542 of which \$45,000 will be covered by a State grant.

- No increase in health insurance premiums for FY-2024.
- Based on the current proposed State budget, the District's share will not increase over the next 2 fiscal years.

B. Action Items

RESOLUTION 055-23

- a. Upon consideration to approve the April, 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**

RESOLUTION 056-23

- b. Upon consideration to approve the following "then and now" purchase orders:

<u>PO#</u>	<u>Payable to:</u>	<u>Reason:</u>	<u>Amount:</u>
23001079	VISA	State Wrestling	\$354.00
23001096	VISA	State Finals- Girls	
		Basketball Hotel stay	\$8,735.54

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 AGENDA

RESOLUTION 057-23

- A. Upon consideration to approve the EMIS Coordinator job description. See Exhibit A

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 058-23

- B. Upon consideration to approve the Food Service Staff/Cook job description. See Exhibit B

Motion to approve by Fenn and 2nd by DeAngelis

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

CARRIED

RESOLUTION 059-23

- C. Upon consideration to approve the Trane controls and equipment proposal for \$49,898.12. See Exhibit C

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 060-23

- D. Upon consideration to approve the hiring of Katie Miller, as the Varsity Girls Basketball Coach at 16% per supplemental/CEA contract for the 23/24 school year.

Motion to approve by Hershberger and 2nd by Fenn

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

CARRIED

RESOLUTION 061-23

- E. Upon consideration to approve the hiring of Tiffany McMillen as the Executive Administrative Assistant to the Superintendent starting August 1, 2023 for 260 days, at step 0 - administrative pay scale, for the 23-24 school year, plus training days as needed.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 062-23

- F. Upon consideration to approve the hiring of Mary Stein as the EMIS Coordinator for a 210 day contract starting August 1, 6 hours a day, at step 0 - administrative pay scale, for the 23-24 school year, plus training days as needed.

Motion to approve by Fenn and 2nd by Hershberger

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

CARRIED

RESOLUTION 063-23

- G. Upon consideration to approve the hiring of Kathy Porter, 1st grade teacher, 1 year contract, Step 3, per the CEA negotiated agreement for the 23/24 school year.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 064-23

- H. Upon consideration to approve the hiring of Courtney Holsinger, Kindergarten teacher, 1 year contract, Step 2, per the CEA negotiated agreement for the 23/24 school year.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 065-23

- I. Upon consideration to approve the renewal of the following Classified One-Year Contracts for the 2023-2024 school year:
- Sarah Mueller

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 066-23

- J. Upon consideration to approve the Reduction In Force of a 2-hour cafeteria worker at the JR/SR High School.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 067-23

- K. Upon consideration to approve the Master Agreement with the Ohio Association of Public School Employees (OAPSE), Chapter #445 and the Chippewa Board of Education.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

RESOLUTION 068-23

- L. Upon consideration to approve the MOU with the Chippewa Education Association for severance payout. See Exhibit D

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

IX. SUPERINTENDENT'S CONSENT AGENDA

RESOLUTION 069-23

- A. Upon consideration to approve to hire the following as substitute classified workers, per the substitute pay rate, pending BCI/FBI background checks:
- Hayley Borotkanics, van/bus driver
 - Connie Ocepek, Secretary, Aide/Paraprofessional, Cafeteria
 - Mark Lyon, Custodian, Maintenance, effective May 5

NHS - HS	3.75%		Kati Kager
One Act Play - JR/SR HS	2.50%		Shauna Knight
Power of the Pen 7th - JR HS	2.75%		Leslie Marshall
Power of the Pen 8th - JR HS	2.75%		Leslie Marshall
Student Council – CIS	2.75%		Ashley Koroshazi
Student Council - JR HS	2.75%		Ruth Coney
Student Council HS	3.75%		Brittany Akins
Washington Trip HS	2.75%		Joshua Strauss
Weightlifting Coordinator	11.00%		Brady Jones
Yearbook – CIS	1.75%		Jenny Walsh
Yearbook – HS	6.25%		Joshua Strauss
Yearbook - JR HS	1.75%		Ruth Coney
Band HS Assist Director-JR/SR HS	3.75%		Lydia Cooper
Band Marching Director-JR/SR HS	16.00%		Nicholas Hann
Cheerleading Football - HS	8.00%	7.00%	Michelle Ries
Cheerleading Football Assist- HS	0.00%	3.00%	Mora Miller
Cheerleading Football Assist- HS	0.00%	3.00%	Angie Cortes
Cheerleading Football - JH	6.25%	1.25%	
Cheerleading Football Volunteer HS	0.00%		Savannah McElwain
Cheerleading Football Volunteer HS	0.00%		Abigail Ries
Cross Country Head - HS	10.50%		Scott Geiser
Football Varsity Head – HS	16.00%		Daniel Edwards
Football Head 7th - JH HS	7.25%		Jon Mitchen
Football Head 8th - JH HS	7.25%		Ian Leja
Football Assistant – JH HS	2.75%		Aidan Hanna
Golf Head Varsity - HS	10.50%		Jason Egli
Soccer Varsity Boys Head - HS	10.50%		Mike Chmura
Soccer Varsity Boys Assistant – HS	2.75%		Joe Henthorn
Soccer Varsity Girls Head – HS	10.50%		Ruth Coney
Tennis JV Girls - HS	7.25%		Brynt Sines
Tennis Varsity Girls Head - HS	10.50%		Nicholas Pandrea
Volleyball JV - HS	7.25%		Marybeth Williams
Volleyball Varsity Head - HS	10.50%		Brittany Akins
Cheerleading Basketball - HS	8.00%	7.00%	Michelle Ries
Cheerleading Basketball Assist HS	6.25%	3.00%	Mora Miller
Cheerleading Basketball Assist - HS	0.00%	3.00%	Angie Cortes
Cheerleading Basketball JH	6.25%	1.25%	
Cheerleading Basketball Volunteer HS	0.00%		Savannah McElwain
Cheerleading Basketball Volunteer HS	0.00%		Abigail Ries
Band Pep Band Director- HS	2.75%		Nicholas Hann

G. Upon consideration to approve the following potential game/event workers for all Chippewa Athletic events for the 2023/2024 school year to be paid \$30.00 per game/event.

- | | |
|-------------------|-----------------------|
| • Bob Bartel | • Mason Dobbins |
| • Dan Blaz | • Jon Mitchen |
| • Adam Brown | • Tammy Hackenberg |
| • Edna Burton | • Don Henegar |
| • Ruth Coney | • Crystal Hershberger |
| • Drew Conyers | • Michael Hershberger |
| • Vicky DeAngelis | • Dave Johnson |
| • Olivia DeMeio | • Ronda Johnson |

- Ian Leja
- Rob Marshall
- Leslie Marshall
- Matt Rodriguez
- Charlene Moyer
- Scott Moyer

- Beth Ogg
- Hanna Hall
- Nate Samples
- Jeff Santmyer
- Leroy Wertz

- Upon consideration to approve the potential list of Graduates in the Class of 2023:

CONNER DOUGLAS ALBANESE	MADISEN ELISE IVY	TORI ELIZABETH RUST
MCKENNA NICOLE ALDERMAN	ROBIN JEAN JOLLY	JACEY ELYSE SAMIC
JULIA ISABEL ALEXANDER	JACLYN OLIVIA JUNDZILO	MARISSA ANNE SAYRE
OLIVE ANN ARMBRUST	ELIZABETH GRACE KINDIG	JAI DYN SANDRA SCHOOLING
MOLLY ROSE BERTSCH	THOMAS LEE KING	KENDAL HELEN SHIARLA
AIDEN MICHAEL BETTS	ZANE P ALEXANDER KLATT	JORDAN ALLEN SHUCK
JADE LILY BETZ	CLARK ALEXANDER LASSITER	GAVAN SAMUAL SMITH
ABIGAIL MARIE BLAZ	LUKE EDWARD LIPTAK	JASON STEVEN DANIEL SNYDER
MILES DOUGLAS BRAKE	KENNETH ORRVILLE LOWER IV	JORDAN SONEPETH SOUKSAVANH
SAMANTHA ANN BURKEY	JEREMY ALLEN MARCUM	NOLAN WYATT SPEEGLE
GRACE ALEANA COBB	MADELINE MAE MAZER	JOHNATHAN PAUL SPRY
ALYSSA MICHELLE CONLEY	JAYDEN MCMURDO	DOMINIC DEAN STARCHER
HAYLIE JAYDE COPPINGER	MADELYN NICOLE MEALER	JAYLEY KELLYANN STEEN
AMIR ALEXANDER CORDARO	JOSLYN ELIZABETH MILBURN	ALEXANDER GABRIEL STEFANKO
TYLER JAMES COWAN	MICHAELA SAMANTHA MILLER	COURTNEY ADDISON STEWART
CAMERON JAMES DAVIS	HAYDEN JON-MICHAEL MILLIGAN	JAMES THOMAS SUSO
GARRET JAMES DEYLING	TRISTA NICOLE MILLS	LOGAN GAGE TOLER
ETHAN ANDREW DOUGLAS	TRISTAN KAIN MOLNAR	KELSIE ROSE TOOLEY
ANGELINA KAYE DUNCAN	NATHANIEL JOHN MORRIS	MALORIE RENEE TRILLOW
ALIVIA GABRIELLA DURBIN	GABRIELLE MARIA MUCKLEY	RICHELLE FAYE TRISHAN
HALEY ALEXIS FAMY	KENDALL OLIVIA MYERS	NICHOLAS JAMES TSIMPIRIS
DOMINIC PHILIP FERRELL	WILLIAM ANTHONY NAKOFF	BLAYZE ALEXANDER JEROME TULLY
KAIDENCE ELIZABETH FUNK	TRISTAN COLE NASH	BROOKE LYN UNDERWOOD
RUSSELL TRAVIS GABOR	PAIGE JUSTA LYNN O'BRIEN	ASHLEY MARIAH WATSON
CALEB ROBERT GASSER	DYLAN TYLER PARK	JAYLA RENEE WEBB
SAIGE ELIZABETH GLEASON	HALIE JANE PARKER	CHASE LAWRENCE WELTY
MALLORY FRANCES GOOD	ERIC LEE PETERS	SHANE THOMAS WHALEN
CHARLES STERLING GREATHOUSE	RYLEE NYCOLE PETIT	DEVON THOMAS WHEELER
KYLE ANTHONY HART	SEAN EUGENE PROUDFOOT	PAULA JEAN WOMACK
BENJAMIN CLAY HEGARTY	RICHARD JACKSON RABER	CHASE JEAN WOODFORD
ALYSSA MARIE HELMS	RICKI LEE REED	ZOE MARIE WRIGHT
ABIGAIL ROSE HENEGAR	CARLY LAYNE REYNOLDS	MATTHEW TYLER YEAGER
SYDNEY NICOLE HERSHBERGER	OWEN PATRICK RIGGENBACH	ALEXIS ANN YOUNGBLOOD
RILEY DAVID HOMA	AVA ELIZABETH RODGERS	JUSTIN JOHN YOUNGBLOOD
CALLIE JOY HUTZELL	ANNABEL BEVERLY RODRIGUEZ	NOAH RICHARD ZOLLINGER
CAMREN JAYCE IVY	ZACHARY RALPH ROTE	TRENTON RICHARD ZOLLINGER

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

X. BOARD DISCUSSION

- A. Evaluations – Set workshop to review and discuss.

XI. NEW BUSINESS

- A. Legislative update in June.
- B. Speaker to talk about personal finance presentation.

XII. EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 & E as listed above.

Motion to approve by Fenn and 2nd by Schafrath

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

CARRIED

Time: 7:15 pm

XIII. Motion to Adjourn

Motion to adjourn by Hershberger and 2nd by Fenn

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

CARRIED

Time: 8:25 pm

NOTE: The next special meeting will be Friday, May 19, at 8 am at the BOE conference room. The next regular meeting will be on Monday, June 12, 6 pm at the JR/SR HS Auditorium.

APPROVED:



President

Date:

05/31/2023



Treasurer

Chippewa Local School District
JOB DESCRIPTION : EMIS Coordinator

MINIMUM QUALIFICATIONS:

- Possesses high moral character and a good attendance record
- Possesses the ability to be flexible and adaptable to changing situations
- Demonstrate the ability to work collaboratively with staff members in the district to ensure accurate data reporting.
- Communication skills: Must be able to read, analyze, and communicate the interpretation of EMIS reports and other data. Ability to communicate effectively with staff inside and outside the district
- Mathematics skills: Must have the ability to work with basic mathematical and computational concepts
- Reasoning ability: Must be able to define problems, collect data, establish facts, and draw valid conclusions
- Be familiar with district board policies and Ohio Revised Code
- Strong comprehension of computer network, hardware and software applications
- Strong comprehension of spreadsheet and manipulation of data (Excel)
- Organizes tasks and manages time effectively
- Completes paperwork accurately. Verifies and correctly enters data with attention to detail.

BUILDING / FACILITY: District
REPORTS TO: Superintendent/Designee
EMPLOYMENT STATUS: Full Time 210-216 Days, 6-8 hours
CEA/OAPSE STATUS: Exempt
DESCRIPTION: Coordinates the effective collection, analysis, maintenance, distribution and reporting of district data and student data for school Funding, Compliance and Accountability.

MAJOR RESPONSIBILITIES: *The below lists are not ranked in order of importance.*

EMIS Data Collection and Reporting

- Assist in the coordination of efficient data reporting throughout the district regarding Special Education, Gifted, Testing, Student Programs, Grades, Credits, Special Circumstances, Out-of-District Students (e.g., Foster/Court Placement, Open Enrollment, Preschool), Career-Technical data, College Credit Plus, Calendars, Staff, Courses, etc.

- Extract district data from various source systems (e.g., Progressbook Student Information Systems, Progressbook Datamap, SameGoal, TIDE, WebXam, Kready etc.), personnel and payroll (e.g., eFP) and prepare data files to go to the state.
- Load various data files into the EMIS Data Collector and execute the various steps necessary (e.g. prepare, preview, submit) to submit district data to ODE via EMIS. These steps are repeated often and frequently during each Collection Window.
- Investigate and troubleshoot various error reports (e.g., Level 1 Validation Errors, Level 2, etc.) to resolve problems concerning district data reported to the state.
- Adhere to timelines set by ODE for multiple collection windows (26 individual collections applicable to EMIS Coordinator) to ensure proper district funding, compliance with state and federal law and accountability of data that populates to the district's Local Report Card.
- Create helpdesk tickets to TCCSA as needed to report EMIS reporting/system problems.
- Review EMIS reports received from ODE and contact related staff in the correction of EMIS reports.
- Maintain and monitor the accuracy of tuition students, college credit plus students and those students that we are responsible for who are educated outside the school district.
- Provide report details to the Treasurer to compare current enrollment for the purpose of state funding.
- Verify all SOES (School Options Enrollment System) students reported by community and electronic schools on a routine basis. Contact community schools directly as needed to resolve errors that impact funding to the district.
- Review ODDEX (Ohio District Data Exchange) often and frequently. Includes Student Cross Reference, SOES Resident Review, Tuition Paying/Educating, and CCP modules as data impacts district funding.
- Coordinate with other districts and/or community schools during problem investigation/resolution
- Develop a routine system of data checkpoints and report verification (e.g. submitting S Period Collection and student cross references (SCR) weekly at minimum).
- Interpret EMIS reporting data and other statistical information for the school district.
- Attend EMIS Coordinator meetings, seminars, workshops, conference calls, etc. hosted by various system developers (e.g. TCCSA, ODE, OAEP, OASBO, EMIS Alliance, CrossCheck, etc.) to maintain accurate knowledge of EMIS requirements.
- Provides data to administrative staff and Treasurer as requested.
- Assist in providing reports to auditors annually
- Assist with Civil Rights Data Collection bi-annually
- Performs all other duties assigned by the Superintendent or designee

District EMIS Communication Liaison

- Contacts resources such as ESC's, ODE and Area Coordinator regarding requirements/procedures of student and staff data reporting.
- Ability to work with ODE, school districts throughout the state as well as local court systems.
- Liaison between the district and the district's Information Technology Center (TCCSA). Notifies staff of available training through the ITC.
- Communicate EMIS requirements/changes to staff within the district
- Communicate with other districts regarding Student Information and EMIS and attend training sessions as they become available.
- Work effectively with staff and ability to communicate ideas and directives clearly, effectively and possess active listening skills.

OTHER DUTIES AND RESPONSIBILITIES

- Requirement to sit and/or stand for long periods of time
- Travel to meetings, conferences and work related assignments
- Duties require working under time constraints to meet deadlines
- Duties require prolonged use of a computer keyboard and monitor
- Duties require organization, attention to detail and self-motivation with minimal to no supervision
- Respond to routine questions and requests in an appropriate manner by any school personnel

Additional working conditions:

- Occasional travel and operation of a vehicle under inclement weather conditions;
- Frequent requirement to sit, stand and travel.
- Occasional exposure to inclement weather conditions and public communication;
- Evening/weekend work.
- Ability to lift 50 pounds.

Terms of Employment:

Salary, work year, and terms and conditions of employment are determined by the Chippewa Board of Education in compliance with policy.

Evaluation:

Performance of this position will be evaluated by the Superintendent/Designee in compliance with Chippewa Board Policy and State of Ohio.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the individual. The EMIS Coordinator will be required to follow the instructions and perform the duties required by the Superintendent and/or appointing authority.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Signature

Date

Adoption date: _____

**CHIPPEWA LOCAL SCHOOLS BOARD OF EDUCATION
JOB DESCRIPTION**

Position: Food Service Staff/Cook

Reports to: Food Service Supervisor

Employment Status: Regular/Full-Time 6-Hour and Part-time Hours vary
FLSA Status: Non-Exempt

Description: Helps in lunch preparation, assists in serving foods at lunchtime and helps with general cleanup duties. Serve on the line. Clean all cooking areas. Assist others in the kitchen when needed.

NOTE: The below lists are not ranked in order of importance

Essential Functions:

- Adhere to prescribed standardized recipes
- Assist in the daily cleaning of all kitchen equipment
- Assist with meal preparation
- Assist with regular inventories of raw food, materials and equipment
- Receive payment for cafeteria lunches (including milk)
Record number of lunches served to students and staff
- Attend meetings and in-services as required
- Ensure safety of students
- Fill out daily usage papers
- Follow rules, regulations, and policies of the school lunch program
- Follow the school district menu and see that all necessary foods and supplies are on hand in accordance with the menu
- Complete and submit food orders according to menu and forward to Support Services Manager
- Interact in a positive manner with staff, students and parents
- Maintain orderly and clean work areas
- Maintain respect at all times for confidential information, e.g., free and reduced lunch students
- Make contacts with the public with tact and diplomacy
- Prepare and serve food in an attractive manner
- Prepare and serve quality food to the students in a quick and pleasant manner
- Prepare sandwiches, hot and cold, casseroles, soups, pizzas, desserts, nachos, and other a la carte foods
- Promote good public relations by personal appearance, attitude and conversation
- Report the inferior quality of food or faulty equipment to the appropriate supervisor
- Schedule and plan in advance foods that need to be defrosted
- Scrape and wash trays and dishes during lunch periods
- Serve food to students when necessary
- Straighten and put away stock in storage areas
- Check deliveries
- Responsible for baked items on menu and assists with other food items as time permits.
- Record all leftover food on the daily work sheet and food report
- Follow Health Department Regulations

Other Duties and Responsibilities:

- Adhere to rigid sanitary standards in work and attire
- Prepare main dishes
- Respond to routine questions and requests in an appropriate manner
- Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings

- Performs routine housekeeping duties such as mopping up water and spills, cleanup of serving counters, etc.

Qualifications:

- High school diploma or general education degree (GED)
- One to two years related experience
- Such alternatives to the above qualifications as the Superintendent and/or Board of Education may find appropriate

Required Knowledge, Skills, and Abilities:

- Ability to communicate ideas and directives clearly and effectively both orally and in writing
- Ability to estimate the amount of food needed for one day's menu
- Ability to follow recipes
- Ability to read and understand verbal and written instructions, written warnings, and labels
- Ability to work effectively with others
- Ability to work quickly and efficiently during lunch periods when the salad bar is open
- Effective, active listening skills
- Experience cooking in large quantities
- Experience in preparing school lunches
- Knowledge of various cooking procedures
- Organizational and problem solving skills
- Must have formal food service training or equivalent in experience
- Ability to work independently
- Ability to adapt in different situations such as mechanical failure of equipment, food preparation, gas leaks, etc.

Equipment Operated:

- Can opener
- Conventional oven/stove
- Dishwasher
- Knives
- Microwave
- Mixer
- Slicer
- Warmer
- Conventional oven/stove
- Steamers
- Food processor
- Calculator

Additional Working Conditions:

- Frequent excessive standing during assigned workday
- Occasional exposure to blood, bodily fluids, and tissue
- Occasional interaction among unruly children
- Occasional requirement to lift, carry, push, and pull various items up to a maximum of 50 pounds, 300 pounds (on wheels)
- Frequent requirement to sit, stand, walk, talk, hear, see, read, speak, reach, stretch with hands and arms, crouch, kneel, climb, stoop, and balance
- Frequent repetitive hand motion, e.g., cutting and grinding
- Occasional requirement to travel, i.e., to pick up food and/or materials
- Occasional overtime work will be requested and expected of the employee

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Signature

Date

Adoption date:

Exhibit C
8 pages



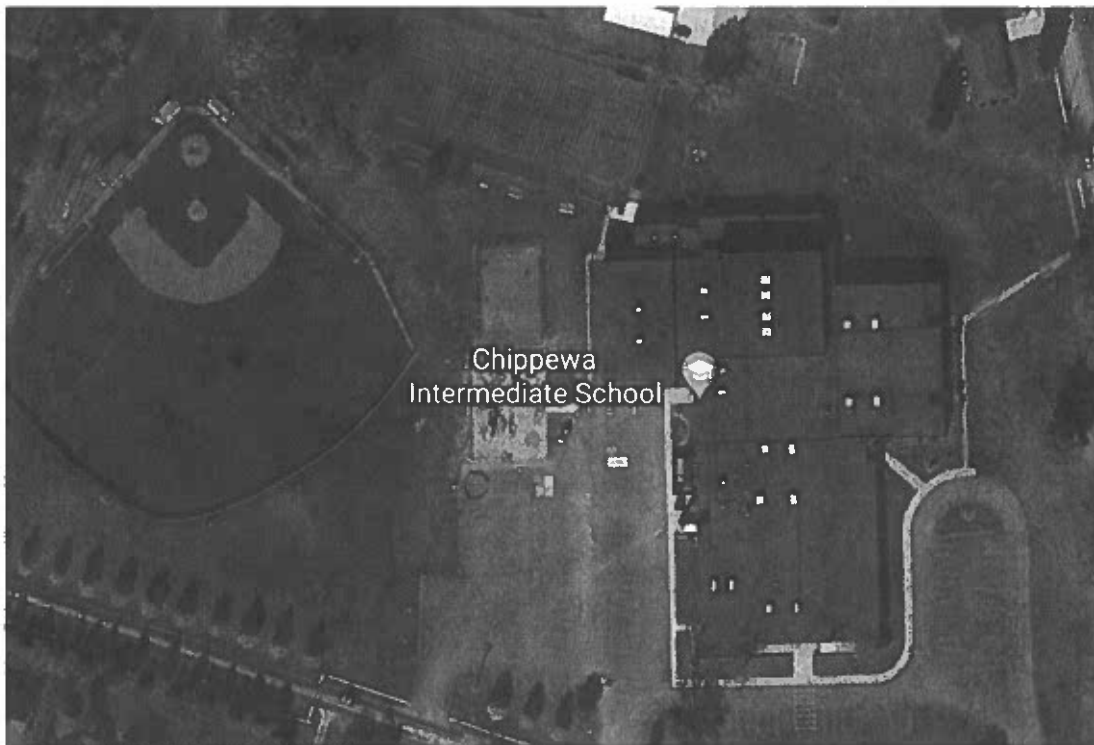
Trane Controls Proposal



CHIPPEWA LOCAL
SCHOOL DISTRICT

Proposal ID: 7263000

Date: 4/13/2023



Turnkey Proposal For:

Todd Osborn
Superintendent
Chippewa Local School District
219 Collier Dr
Doylestown, OH 44230

Local Trane Office:

Trane U.S. Inc.
9555 Rockside Road,
Suite 350
Valley View, OH

Local Trane Representative:

Megan Phillips
Account Manager
Cell: (216) 346-3865
Office: (216) 654-1000



Prepared For:
Todd Osborn

Date:
April 13, 2023

Job Name:
Chippewa AHU controls and Boiler / Chiller Plants

Proposal Number:
7263000

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
47248

Proposal Expiration Date:
14 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work based on the site surveys performed.

Controls systems and equipment

We will perform the following scope of work on the AHU's:

- Remove and replace the existing controllers and sensors on the AHU's for the cafeteria and multi-purpose room with new Trane UC controllers.
- Install new thermostats with temp., humidity, and CO2 capability.
- Install a frequency drive on the AHU for the multi-purpose room.
- Install an extension of the BACnet comm loop to pick up the two additional AHU's.

We will perform the following to recontrol the chiller and boiler plant:

- Remove and replace the two existing Jace controllers one for each plant with new Trane UC controllers.
- Install a new Trane SC+ front end controller for the entire buildings control center.
- Integrate all new Trane UC controllers into the SC+ front end controller.
- Install a TD7 graphical display in the boiler room for locally viewing of equipment and classrooms in the building for the custodians to view only unless authorized.
- Install floorplan graphics and HVAC equipment graphics into the Trane SC+
- Add the Trane SC+ to the school districts network (Network Drop to the control cabinet provided by school)
- Set up alarms and information warnings
- Add different access privileges to personnel for viewing and or editing based on our given instructions by school management.
- Training on how to use and navigate new system.

Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled



Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefore
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

ESSER Funding Project Execution

Proposal ID: 7263000

Dated: 4/13/2023

- This project includes project execution and required documentation per state prevailing wage requirements under Chapter 4115 of the Ohio Revised Code and the Federal Davis Bacon Act.
- The equipment upgrade will directly affect building indoor air quality by providing reliability of the HVAC system to properly ventilate the building and reducing COVID 19 risk per recommended ASHRAE standards.

Pricing and Acceptance

Todd Osborn
 Superintendent
 Chippewa Local School District
 219 Collier Dr
 Doylestown, OH 44230

Price

Total Net Price (Excluding Sales Tax).....\$49,898.12

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Megan Phillips

Megan Phillips
 Account Manager
 Trane U.S. Inc.
 (216) 654-1000



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Megan Phillips	Cell: (216) 346-3865 Office: (216) 654-1000 Proposal Date: April 13, 2023
CUSTOMER ACCEPTANCE Chippewa Local School District	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Chippewa Local School District Board of Education (“Board”) and the Chippewa Local Teachers Association (“Association”) (collectively known as “the Parties”), on this 4th day of May 2023, in order to address certain matters between them.

WHEREAS, the Board and the Association are parties to a Master Agreement for the period of July 1, 2020, through June 30, 2023; and

WHEREAS, Article XI – *Other Compensation*, Section A – *Severance Pay* of both the 2020 and 2023 Master Agreements, includes terms, conditions, and provisions relative to the payment of severance pay for accrued but unused sick leave days to employees; and

WHEREAS, Article XI – *Other Compensation*, Section A – *Severance Pay*, Paragraphs (4)(5) and (6) of the 2020 Master Agreement and Paragraph (4) of the 2023 Master Agreement authorize the Board to issue, to those who choose the cash option, one lump sum payment of severance pay, no later than December 31 of the year of retirement; and

WHEREAS, the Parties desire to have the one lump sum payment of severance pay made on the first regularly scheduled payday after January 1st following the effective date of the employee’s retirement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Article XI – *Other Compensation*, Section A – *Severance Pay*, Paragraphs (4)(5) and (6) of the 2020 Master Agreement and Article XI – *Other Compensation*, Section A – *Severance Pay*, Paragraph (4) of the 2023 Master Agreement, shall be amended as follows:
 4. Employees have the option to be paid in a lump sum, to defer all to an annuity, or a combination thereof. If the employee chooses the cash option, they will be paid in one (1) lump sum payment either in the year of retirement or on the first regularly scheduled payday after January 1st following the effective date of retirement. If the employee chooses the annuity option, the Board will permit the retiring employee to make an elective deferral into a 403(b) and/or a 457(b) plan from one of the District approved annuity companies. Either method of distribution will void all remaining sick leave. Each retiring employee making those deferrals or contributions must complete a salary reduction agreement (SRA) in accordance with IRS requirements prior to the unused sick leave payment subject to the maximum limits permitted by law. Notification of the SRA must be sent to the Treasurer Office thirty (30) days prior to the retirement date.
2. This MOU shall prevail over any contrary provision in the Master Agreement or any successor agreement. To the extent that any provision in the Master Agreement or successor agreement has changed under this MOU, all other provisions in the Master Agreement or successor agreement shall remain in full force and effect as written.

3. This MOU shall set no precedent in any other matter between the Parties, now or in the future, and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee.
4. This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be reduced to writing and signed by the Parties.

WHEREFORE, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

**FOR THE CHIPPEWA
EDUCATION ASSOCIATION**

BY: Carolyn Garbinsky
Carolyn Garbinsky, President

DATE: 5/4/2023

**FOR THE CHIPPEWA LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

BY: Todd S. Osborn
Todd Osborn, Superintendent

DATE: 5/4/2023