



Regular Board of Education Meeting

Agenda Summary

November 20, 2017 Regular Board of Education Meeting

Monday, November 20, 2017

6:00 PM

Liberty-Benton School Board Offices

9190 County Rd. 9 ,

Findlay, OH 45840

Item No.	Item	Time Req.	Start Time	Ref No.
1	Call to Order	1	6:00 PM	746412
2	Pledge of Allegiance	1	6:01 PM	746413
3	Roll Call	1	6:02 PM	746414
4	Welcome and Agenda overview and adjustments as necessary	1	6:03 PM	746415
5	Public comment opportunity	5	6:04 PM	746416
6	Approve board of education meeting minutes	1	6:09 PM	746417
7	Misc. Management Information Treasurer's Report Superintendent's Report	15	6:10 PM	746418
8	Approve the Consent Agenda	5	6:25 PM	746419
9	Accept monitoring report: 2.2.3 Informed Staff	1	6:30 PM	746420
10	Accept monitoring report 2.3 Financial Condition and Activities 2.3.1 Expenditure of Funds 2.3.2 Use of Long-Term Reserves 2.3.3 Payroll and Debt Settlement 2.3.4 Government and Tax Payments 2.3.5 Real Property 2.3.6 Purchasing Limits 2.3.7 Auditor Independence	1	6:31 PM	747961
11	Resolution to proceed with the provisions of Ohio Revised Code Sections 153.65-71 for the engagement of a design professional to provide assistance to the Board with the Board's consideration of engaging the Ohio Facilities Construction Commission	1	6:32 PM	748008

Item No.	Item	Time Req.	Start Time	Ref No.
12	Executive Session 1. The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or official, or the investigation of charges or complaints against an employee, official, licensee or student requests a public hearing. 2. The purchase of property for public purposes or the sale of property at competitive bidding. 6. Specialized details of security arrangements.	45	6:33 PM	746426
13	Adjourn	1	7:18 PM	746427

Presenter : AJ Granger

Start Time : 6:00 PM

Item No : 1

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Admin

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Call to Order

Details :

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:01 PM

Item No : 2

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Admin

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Pledge of Allegiance

Details :

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:02 PM

Item No : 3

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Admin

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Roll Call

Details :

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:03 PM

Item No : 4

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Admin

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Welcome and Agenda overview and adjustments as necessary

Details :

Attachments :

No Attachments

Presenter : AJ Granger	Start Time : 6:04 PM	Item No : 5
Proposed By : Dawn Granger	Time Req : 5	
Proposed : 10/23/2017	Item Type : Admin	

Policy No.	Description	Ref No
4.2.1	The linkage between the ownership and the operational organization.	361095
4.3.2.1	Consultations with selected groups in the ownership, or other methods of gaining ownership input, will be determined and arranged in the first quarter, to be held during the balance of the year.	362121

Description : Public comment opportunity

Details : The Board recognizes the value to school governance of public comment on educational issues and on school matters of community interest. The Board is committed to conducting its meetings in a productive and efficient manner. Those wishing to participate must be recognized by the Board President and state their name and group affiliation. Each participant will have a maximum of three minutes to complete their statement.

Attachments :

No Attachments

Presenter : AJ Granger	Start Time : 6:09 PM	Item No : 6
Proposed By : Dawn Granger	Time Req : 1	
Proposed : 10/23/2017	Item Type : Decision Items	

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Approve board of education meeting minutes

Details : Approval of the following board of education meeting minutes:
Regular Board of Education Meeting, October 16, 2017

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:10 PM

Item No : 7

Proposed By : Dawn Granger

Time Req : 15

Proposed : 10/23/2017

Item Type : Information Items

Policy No.	Description	Ref No
2.7	The Superintendent and/or the Treasurer shall not cause or allow the Board to be uninformed or unsupported in its work. Accordingly, the Superintendent and/or Treasurer shall not:	360636

Description : Misc. Management Information
Treasurer's Report
Superintendent's Report

Details : Treasurer's Report
Superintendent's Report:

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:25 PM

Item No : 8

Proposed By : Dawn Granger

Time Req : 5

Proposed : 10/23/2017

Item Type : Decision Items

Policy No.	Description	Ref No
2.7.9	Fail to supply for the Board's Consent Agenda and Required Board Decisions Agenda, along with applicable monitoring information, all decisions delegated to the Superintendent yet required by law, regulation, or contract to be Board-approved.	360717

Description : Approve the Consent Agenda

Details :

1. Approve listing of bills, expenditures, and investments through 10/31/2017 and monthly financial report of the Treasurer
2. Approve disposed of/obsolete inventory items
3. Approve appropriation modifications for November 2017
4. Approve the five year forecast and assumptions
5. Approve the sale of personal property, including 134 iPad 2- 6-Black-Model MC769LL/A and 802 iPad 4-16-Black-Model MD510LL/A, the value of which exceeds \$10,000 as one lot, at electronic public auction through GovDeals.com to the highest bidder in accordance with law.
6. Approve the disposal of personal property described as Daktronics Scoreboards; 2 - 9' (wide) by 6' (tall) boards and 2 - 3' (wide) by 6' (tall) stat panels which the Board declares to be obsolete, by sale to the highest bidder for cash value with such value estimated at less than \$2,000
7. Approve the following FMLA:
Barbara Gazette
Stephanie Lloyd
8. Approve the following certified staff pending approval of all necessary documentation and certification:
Molly Mendenhall, Substitute Teacher
9. Approve the following classified staff pending approval of all necessary documentation and certification:
Brandi Fox, Substitute
Elwona Shaw, Substitute
10. Approve the following co-curricular and extra-curricular staff pending approval of all necessary documentation and certification:
Jack Cupples, Volunteer
Scott Garlock, Volunteer Bowling Coach
Chandler Harris, Volunteer Wrestling Coach
Bill Powell, Volunteer Wrestling Coach
Dennis Recker, MS Boys 8th Basketball Coach
11. Approve a Liberty-Benton student to participate in OHSAA sanctioned bowling events
12. Approve rates as presented and Tournament Site Agreement for the November 3, 2017 OHSAA Regional Quarter Final Football Tournament held at Liberty-Benton High School
13. Approve the 2018-2019 sixth grade YMCA Storer Camp trip located in Jackson, Michigan, for September 24-28, 2018.
14. Approve the replacement 2464 Gifted Policy per the revised ODE model.
15. Approve a cross country trip to Camp Friedenswald, MI July 23, 2018 through July 27, 2018
16. Approve the salary increase of 2% for the Treasurer for the 2017-2018 contract period

Attachments :

Title	Created	Filename
11 20 2017 Consent items.pdf	Nov 17, 2017	11 20 2017 Consent items.pdf

Liberty-Benton Football Tournament - 2017

Employee Positions:

- **Tournament Manager** – (\$375/game) fills all of the positions listed below, organizes contracts with officials, site preparations, and completes financial report after the tournament.
- **Custodian** – (LB Hourly Rate) LB custodian at their hourly rate, factoring in any overtime as may be applicable.

Contractors:

- **Media Coordinator** – (\$150 per game) handles all of the media requests and credentials.
- **Athletic Trainer** – (1 @ \$50/game)
- **Scoreboard Operator** – (1 @ \$35/game) runs the scoreboard in the press box.
- **Clock Operator** – (2 @ \$35/game) 1 game clock and 1 play clock operator in the press box.
- **Statisticians** – (2 @ \$35/game) keep statistics to be shared with the media during the game and also sent to the media and OHSAA after the game.
- **Announcer** – (1 @ \$35/game) announces the game from the press box.
- **Spotter** – (1 @ \$35/game) assists the announcer with player names and numbers from the press box.
- **Ticket Taker/Seller** – (4 @ \$35/game) 2 ticket sellers and 2 ticket takers at the main gate.
- **Pass gate** – (2 @ \$35/game) 2 people to run the pass gate during the tournament.
- **Host** – (3 @ \$35/game) 3 people to host the following groups: Officials, Visiting Team, and Press Box.
- **Chain Gang** – (4 @ \$35/game) 4 people to run the first down chains during the game.
- **Sherriff Deputies** – (2 @ \$75/game) security during the game.



Rev. 6/2017

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

TOURNAMENT SITE AGREEMENT

THIS AGREEMENT made and entered into this 31ST day of OCT, 2017 by and between the Ohio High School Athletic Association (hereinafter "OHSAA"), located at 4080 Roselea Place, Columbus, OH 43214 and Liberty-Benton HS, located at 9190 CR 9 FINDLAY, OH 45840 (hereinafter "DISTRICT"). In consideration of the terms and conditions and mutual promises herein, the parties mutually consent, represent and agree to carry out all undertakings necessary to comply with the terms hereinafter set forth.

1. LICENSE

- a. DISTRICT agrees to license the premises known as LBHS Football Stadium, located at 9190 CR 9 FINDLAY, OH 45840 (hereinafter the "Facilities").
- b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL, DISTRICT, REGIONAL STATE (circle one) Tournament in the sport of FOOTBALL.
- c. The dates for this tournament are listed below.

<u>Friday</u>	<u>11/3/17</u>

2. PREMISES

- a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
- b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

3. CONSIDERATION

- a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
- b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* not to exceed two hundred dollars (\$200) per sports season to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.

¹ District may refer to school district, nonpublic school or other entity with which the OHSAA is contracting for access to a facility.



Rev. 6/2017

- c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.
- d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.
- e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Commissioner or Commissioner's designee.

4. TICKETS

- a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.
- b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Commissioner.
- c. **Revenue:** All ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.
- d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.
- f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.



Rev. 6/2017

- g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

5. SUITABILITY

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff, and fans.

6. LICENSE, PERMITS.

DISTRICT agrees, represents and warrants that DISTRICT has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works DISTRICT may play through DISTRICT'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

7 EMERGENCY ACTION PLAN.

DISTRICT represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement and that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency.

8. INSURANCE

- a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than \$1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.
- b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of \$1,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA will provide DISTRICT with a certificate of insurance showing the required coverage upon request in advance of the event.
- c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.
- d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

9. FOOD, BEVERAGES, AND NOVELTIES

- a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.
- b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.



Rev. 6/2017

- d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.
- e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

10. SPONSORSHIP, ADVERTISING AND PROMOTION

- a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.
- b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Assistant Commissioner for Corporate Sponsorships and Marketing relative to any such activities.

11. MEDIA

- a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and / or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.
- b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.
- c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

12. CANCELLATION

- a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.



Rev. 6/2017

13. STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

- a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.
- b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.
- c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including , but not limited to the payment of fines, interest and penalties.

14. PARKING

- a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 (\$3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
- b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

15. FORCE MAJEURE

If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

16. NO WAIVER

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

17. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Ohio.

18. NOTICES

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

OHSAA
Attention: Assistant Commissioner Steve Neil
4080 Roselea Place
Columbus, OH 43214



Rev. 6/2017

19. CAPTIONS

The captions at the beginning of each paragraph are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of neither this Agreement, nor the intent or contention of any provisions contained herein.

20. ENTIRE AGREEMENT

This Agreement includes all the terms and conditions agreed by the parties and shall be valid or binding upon the parties hereto. In the event the terms of this Agreement conflict with any past practices or verbal agreements, the terms of this Agreement shall supersede. This agreement may not be modified in any manner except by written agreement signed by all parties hereto.

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

By _____
Its _____

Date _____

By _____
Its **District Athletic Board Secretary**
(for Sectional and District Events only)

Date _____

DISTRICT

By *Mark Howard*
Its **Authorized Representative**

Date *10/31/17*

By _____
Its **Authorized Representative**

Date *20*

Site Manager

Nate Irwin
Contact Telephone
419-615-7920

GIFTED EDUCATION AND IDENTIFICATION

The Board of Education shall ensure that procedures are established to identify all gifted students. The District follows the identification eligibility criteria as specified in Section 3324.03 of the Ohio Revised Code and the *Operating Standards for Identifying and Serving Gifted Students* as specified in the District Plan.

"Gifted" students perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment. Annually, children who are gifted are identified by professionally qualified persons using a variety of assessment procedures. The Board encourages efforts to provide services for the children who are gifted as an integral part of the total kindergarten through grade 12 program.

The Superintendent shall identify children in grades kindergarten through twelve, who may be gifted in one or more of the following areas:

- A. Superior Cognitive Ability
- B. Specific Academic Ability in one or more of the following content areas:
 - 1. Mathematics
 - 2. Science
 - 3. Reading, writing, or a combination of these skills
 - 4. Social studies
- C. Creative Thinking Ability
- D. Visual or Performing Arts Ability such as drawing, painting, sculpting, music, dance, drama.

Only those instruments approved by the Ohio Department of Education shall be used for screening, assessment, and identification of children who are gifted as provided in the Chart of Approved Gifted Identification/Screening Instruments. The District shall select instruments from the approved list that will allow for appropriate screening and identification of minority and disadvantaged students, students with disabilities, and students for whom English is a second language.

Scores on Ohio Department of Education approved assessment instruments provided by other school districts and trained personnel outside the School District shall be accepted.

The Board shall adopt and the Superintendent shall submit to the Ohio Department of Education a plan for the screening, assessment, and identification of children who are gifted. Any revisions to the District plan will be submitted to the Ohio Department of Education for approval. The identification plan shall include the following:

- A. the criteria and methods used to screen and select children for further assessment who perform or show potential for performing at remarkably high levels of accomplishment in one of the gifted areas
- B. the sources of assessment data used to select children for further testing and an explanation to parents of the multiple assessment instruments required to identify children who are gifted
- C. an explanation for parents of the methods used to ensure equal access to screening and further assessment by all District children, culturally and linguistically diverse children, children from low socio-economic background, children with disabilities, and children for whom English is a second language
- D. the process of notifying parents regarding all policies and procedures concerning the screening, assessment, and identification of children who are gifted

- E. provision of an opportunity for parents to appeal any decision about the results of any screening procedure for assessment, the scheduling of children for assessment, or the placement of a student in any program or for receipt of services
- F. procedures for the assessment of children who transfer into the District
- G. at least two (2) opportunities a year for assessment in the case of children requesting assessment or recommended for assessment by teachers, parents, or other students

The District's plan may provide for contracting with any qualified public or private service provider for screening or assessment services under the plan.

The Superintendent shall:

- A. ensure equal opportunity for all children identified as gifted to receive any or all services offered by the District;
- B. implement a procedure for withdrawal of children from District services and for reassessment of children;
- C. implement a procedure for resolving disputes with regard to identification and placement decisions;
- D. inform parents of the contents of this policy as required;
- E. submit, as required, an annual report to the Ohio Department of Education.

Placement procedures for District services shall be in conformance with the District's written criteria for determining eligibility for placement in those services.

- A. Written criteria for determining eligibility for placement in a gifted service shall be provided to any parent, District educator, or the Ohio Department of Education upon request.
- B. Written criteria provided by the District shall include an explanation of the methods used to ensure equal access to each gifted service for all eligible District students, including minority or disadvantaged students, students with disabilities, and students for whom English is a second language.
- C. Services which students receive shall be consistent with their area(s) of identification and shall be differentiated to meet their needs.
- D. Subjective criteria such as teacher recommendations shall not be used to exclude a student from service in the superior cognitive and specific academic areas who would otherwise be eligible.
- E. All District students who meet the written criteria for a gifted service shall be provided an equal opportunity to receive that service.

The Superintendent shall implement all policies and procedures in accordance with laws, rules and regulations, and follow the *Operating Standards for Identifying and Serving Gifted Students*.

The Superintendent shall develop a plan for the service of gifted students enrolled in the District identified under this policy. Gifted services shall occur during the typical instructional day with flexibility allowed for the scheduling of Districtapproved internships or mentorships and higher education coursework, including credit flexibility. Services specified in the plan may include such options as the following:

- A. a differentiated curriculum
- B. differentiated instruction

**BOARD OF EDUCATION
LIBERTY-BENTON LOCAL SCHOOL DISTRICT**

**PROGRAM
2464/page 5 of 7**

- C. cluster groupings
- D. mentorships/internships
- E. whole grade acceleration (see Policy 5410)
- F. subject acceleration (see Policy 5410)
- G. early entrance (see Policy 5112)
- H. early high school graduation (see Policy 5464)
- I. dual enrollment opportunities including but not limited to college credit plus
- J. advanced placement/international baccalaureate courses
- K. honors classes
- L. magnet schools
- M. self-contained classrooms
- N. resource rooms
- O. independent study/educational options
- P. advanced online courses and programs
- Q. services from a trained arts instructor
- R. other options identified in the rules of the Ohio Department of Education

A Written Education Plan (WEP) will guide the gifted services based on the student's area(s) of identification and individual needs. The Written Education Plan shall:

- A. provide a description of the services to be provided;
- B. identify staff members responsible for providing that specific services are delivered;
- C. implement a procedure for resolving disputes with regard to identification and placement decisions;
- D. specify policies regarding the waiver of assignments and the scheduling of tests missed while participating in any gifted services provided outside the general classroom if different from the District policy detailed below;
- E. specify a date by which the WEP will be reviewed for possible revision.

The WEP shall be developed in collaboration with an educator who holds licensure or an endorsement in gifted education. The WEP shall include goals for the student, methods and performance measurements for evaluating progress on the goals, and a schedule for reporting progress to students and parents.

Parents and all educators responsible for providing gifted education services to the student, including teachers providing differentiated instruction in general education settings, shall be provided a copy of the WEP.

Students participating in gifted services provided outside the general education classroom will generally be exempted from routine class work (worksheets, homework, etc.) assigned during absences from the regular classroom due to participation in the gifted services. Students are to turn in work due the day of absence and make arrangements to make up missed tests. Special class work (projects, book reports, etc.) assigned during the student's absence are to be completed. Exceptions to this policy will be detailed in the student's Written Education Plan.

**BOARD OF EDUCATION
LIBERTY-BENTON LOCAL SCHOOL DISTRICT**

**PROGRAM
2464/page 7 of 7**

The District shall report to parents and the Ohio Department of Education that a student is receiving gifted education services only if the services are provided in conformance with the *Operating Standards for Identifying and Serving Gifted Students*.

Each year the District shall submit data and participate in program audits as required by the Department.

R.C. 3301.07(K), 3324.01 - 3324.07, 3315.09, 3317.022, 3317.024, 3317.051

R.C. 3317.40

A.C. 3301-35-01, 3301-35-06, 3301-51-15

Revised 3/21/00

Revised 5/15/17

© NEOLA 2017

Tuesday, November 14, 2017

Mr. Kowalski and Liberty-Benton Board,

Request for out of state trip approval for annual cross country camp.

Location: Camp Friedenswald
15406 Watercress Way
Cassopolis, MI 49031

Dates: Monday, July 23, 2018
Departure from high school at 11:30am

Friday, July 27, 2018
Arrival back to high school at 3:30pm

Participants: Both boys and girls high school cross-country teams.
Approximately 20-24 student/athletes.
Three coaches
Bus driver
25-28 total people

Cost estimate: Paid for through the LB Cross Country Concessions account and small fee required by participants.
Approx. \$4555.00-4900.00

Contact: Liberty-Benton: Jack Quisno- (567)525-0574
JoAnne Heaster- (419)302-4422

Camp Friedenswald: Deb Sprunger Martens- (269)476-9744

Presenter : AJ Granger

Start Time : 6:30 PM

Item No : 9

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Monitoring Items

Policy No.	Description	Ref No
2.2.3	Fail to acquaint staff with the Superintendent's interpretation of staff protections under this policy.	360249

Description : Accept monitoring report: 2.2.3 Informed Staff

Details :

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:31 PM

Item No : 10

Proposed By : Dawn Granger

Time Req : 1

Proposed : 11/14/2017

Item Type : Monitoring Items

Policy No.	Description	Ref No
2.3	<p>With respect to the actual, ongoing financial condition and activities, the Superintendent and Treasurer shall not cause or allow the development of financial jeopardy or material deviation of actual expenditures from Board priorities, as established in Ends policies. The Board reserves the right to temporarily grant exceptions to one or more of the following limitations for a specified purpose and period of time. However, without such action by the Board, the Superintendent and Treasurer shall not:</p> <p>RC 135.01 - 135.22 Uniform Depository Act RC 3301.074 Licenses for school district treasurers and business managers. RC 3313.22 Appointment of treasurer - re-employment - evaluation. RC 3313.24 Compensation of Treasurer RC 3313.25 Bond of treasurer of board. RC 3313.29 Treasurer to keep account of school funds - vouchers. RC 3315 School Funds RC 5705.10 Use of revenues.</p>	624962

Description : Accept monitoring report

2.3 Financial Condition and Activities

2.3.1 Expenditure of Funds

2.3.2 Use of Long-Term Reserves

2.3.3 Payroll and Debt Settlement

2.3.4 Government and Tax Payments

2.3.5 Real Property

2.3.6 Purchasing Limits

2.3.7 Auditor Independence

Details :

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 6:32 PM

Item No : 11

Proposed By : Dawn Granger

Time Req : 1

Proposed : 11/14/2017

Item Type : Decision Items

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Resolution to proceed with the provisions of Ohio Revised Code Sections 153.65-71 for the engagement of a design professional to provide assistance to the Board with the Board's consideration of engaging the Ohio Facilities Construction Commission

Details :

Attachments :

Title	Created	Filename
Resolution for design professional 11 2017.pdf	Nov 14, 2017	Resolution for design professional 11 2017.pdf
SHP Professional Services contract 11 2017.pdf	Nov 15, 2017	SHP Professional Services contract 11 2017.pdf

The LIBERTY-BENTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, Hancock County, Ohio, met in _____ session on the _____ day of November, 2017, with the following members present:

M _____ moved the adoption of the following resolution:

RESOLUTION

WHEREAS, on _____, 2017, the Liberty-Benton Local School District Board of Education ("Board") passed Resolution # _____ declaring its intent to proceed with the provisions of Ohio Revised Code Sections 153.65-.71 for the engagement of a design professional to provide assistance to the Board with the Board's consideration of engaging the Ohio Facilities Construction Commission ("OFCC") to review the Board's existing facilities, to assist in the development and review such master plan drafts and options as the Board identifies, to participate in meetings with the OFCC, to review assessments of existing facilities and enrollment projections as provided by the OFCC, to observe current conditions of District buildings, to research existing site information as well as potential new site information for feasibility of possible construction; and

WHEREAS, pursuant to said Resolution # _____, the Superintendent and Treasurer caused public notice to be issued accordingly; and

WHEREAS, pursuant to said Resolution # _____ and the accompanying public notice issued, the Superintendent and Treasurer received statements of qualifications from design professionals on the Board's behalf; and

WHEREAS, evaluated such statements of qualifications with the criteria set forth in the Board's request for proposals; and

NOW THEREFORE BE IT RESOLVED, that in accordance with Ohio Revised Code Section 153.69, the Board, through its Superintendent and Treasurer, in consultation with the Board's legal counsel, has negotiated a contract for services for the project with the highest ranked design professional;

BE IT FURTHER RESOLVED, that the Superintendent and Treasurer have presented to the Board a contract for professional design services with the highest ranked design professional for the Board's review and the Board hereby approves said contract which is attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that the Board authorizes its President and Treasurer to execute said contract and accompanying Certificate of Availability of Funds forthwith.

M____ seconded the motion.

Upon roll call vote resulted as follows:

_____	_____
_____	_____
_____	_____

ADOPTED: November ____, 2017.

ATTEST:

Treasurer

President



AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

PARTIES TO AGREEMENT

Client

Mr. Mark Kowalski, Superintendent
Liberty-Benton Local School District
9190 County Road 9
Findlay, OH 45840

Consultant

SHP Leading Design
250 Civic Center Drive
Suite 200
Columbus, OH 43215

PROJECT INFORMATION

Project Name

Liberty-Benton – OFCC and Facility Master Plan Consulting

Project Understanding

The School District intends to participate in the Classroom Facilities Assistance Program (CFAP) of the Ohio School Facilities Commission program (OSFC) administered by the Ohio Facilities Construction Commission (OFCC). The School District intends to improve educational facilities based upon an approved master plan.

Scope of Services

Basic Services

1. Participate in Steering Team and Board of Education meetings with School District Leadership and Ohio Facility Construction Commission (OFCC) representatives.
2. Facilitate Community Advisory Team meetings and participate in a Community Forum – anticipate a maximum of five meetings.
3. Review assessments of all existing facilities provided through the OSFC program. Conduct site visits to further investigate the accuracy of the assessment scope and to observe the current conditions.
4. Assist with the review and analysis of enrollment projections provided through the OSFC program.
5. Research and study existing site information on property owned by the School District as well as potential new sites to determine feasibility of master facility plan options.
6. Assist in the development of OSFC master facility plan options and locally funded master facility plan options.

Additional Services

Additional Services may be provided upon request of the Consultant or School District, but are outside the scope of this Agreement. Additional Services may include Educational Visioning sessions, telephone surveys,



traffic studies, site and building surveys, geotechnical or environmental investigations, or detailed energy audits and analysis. Additional Services shall only be undertaken upon written approval of the School District. Additionally, the compensation for Additional Services shall be negotiated and approved by the School District prior to beginning of said services.

TERM OF AGREEMENT

This Agreement shall be effective through May 2019.

FEE & BILLING INFORMATION

The parties agree that Basic Services compensation for SHP Leading Design shall be based on the understanding that the description of basic services outlined above have a professional services value of \$40,000. Furthermore, the parties agree to a Lump Sum fee of \$20,000 (50%) and to defer 50% of the remainder of compensation for these services to a future, significant architectural services agreement.

If another Architect is hired for the future project, the School District agrees to compensate SHP in the amount of \$20,000 for this deferred service compensation. In addition, reimbursable expenses of printing and similar expenses related to the performance of this service will be payable when performed.

SPECIAL CONDITIONS

None.

AUTHORIZATION

Limited professional services will be performed in accordance with the attached Terms and Conditions. Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the Terms and Conditions of this Proposal, without modification, addition or deletion. No waiver or modification of the Terms and Conditions set forth herein shall be binding upon Consultant unless made in writing and signed by Consultant's authorized representative.

Submitted By:

Client Authorization:

Signature: 

Signature: _____

Name: Todd Thackery, AIA

Name: _____

Title: Vice President

Title: _____

Date 10/18/2017

Date: _____

Please sign two copies and return one copy to SHP Leading Design.

AGREEMENT FOR LIMITED PROFESSIONAL SERVICES TERMS AND CONDITIONS

FEES

The fee is Lump Sum for completion of Basic Consulting Services. Reimbursable expenses shall be invoiced with a mark-up of 15%.

BILLINGS/PAYMENTS

No professional services will commence until this agreement has been signed by the Client. Invoices for services and reimbursable expenses shall be submitted, at the Consultant's option, either upon completion of the services or on a monthly basis. Reimbursable expenses, including but not limited to, reasonable travel, lodging, meals and such other expenses shall not be billed against the Lump Sum fee.

STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Consultant's part of the Services. Regardless of any other term or condition of this Agreement, the Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

COOPERATION

The Client and the Consultant agree at all times to cooperate fully, and to proceed on the basis of trust and good faith. The Client shall perform its responsibilities, obligations and services in a manner to facilitate the Consultant's timely and efficient performance, and in order to ensure the Consultant's knowledge and understanding in all material respects so as to not delay, interfere with or affect the Consultant's delivery, standard of care or performance of the Consulting Services.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this Agreement.

EXISTING CONDITIONS

Where consulting services involve an existing facility or site, a condition is hidden if concealed by existing finishes or is not readily obvious by visual observation. The client agrees that the Consultant shall not be responsible for the existence or the impact of hidden or concealed existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIAL/MOLD

The Client Agrees the Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold.

RISK ALLOCATION

In recognition of the relative risks and benefits of the scope of this agreement to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his or her sub consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the consultant and his or her sub consultants shall not exceed the Consultant's total fee for consulting services provided under this agreement.

TERMINATION OF SERVICES



This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses.

OWNERSHIP OF DOCUMENTS

All documents produced by the Consultant under this Agreement, including electronic files, shall remain the property of the Consultant until all invoices for services have been paid in full. Any use or reuse of any document prepared by the consultant for future work without the Consultant's participation shall be at the sole risk of Client who, to the extent permitted by law, shall defend and hold the Consultant and its sub-consultants harmless from any and all claims and/or damages arising therefrom. Electronic files cannot be relied upon because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to the Consultant and its consultants.

DISPUTE RESOLUTION

This Agreement is to be governed by and construed in accordance with the laws of the address of the client, without regard to its conflict of law principles. Any action brought under this Agreement shall be brought only in a court of competent jurisdiction that presides where the client is located. The parties consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to them.

RELATIONSHIP OF THE PARTIES

All services provided by Consultant are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

COMPLIANCE WITH LAWS

The Consultant represents that it is in compliance with all applicable equal employment opportunity requirements under law as required by applicable state or federal laws. The Consultant represents that it is familiar with applicable ethics law requirements, and is in compliance with such regulations.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Presenter : AJ Granger

Start Time : 6:33 PM

Item No : 12

Proposed By : Dawn Granger

Time Req : 45

Proposed : 10/23/2017

Item Type : Executive Session

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Executive Session 1. The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or official, or the investigation of charges or complaints against an employee, official, licensee or student requests a public hearing. 2. The purchase of property for public purposes or the sale of property at competitive bidding. 6. Specialized details of security arrangements.

Details : 1. The appointment, employment, dismissal, discipline, promotion, demotion or compensation of an employee or official, or the investigation of charges or complaints against an employee, official, licensee or student requests a public hearing.
2. The purchase of property for public purposes or the sale of property at competitive bidding.
3. Conferences with the board's attorney to discuss matters which are the subject of pending or imminent court action.
4. Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees.
5. Matters required to be kept confidential by federal law or rules or state statutes.
6. Specialized details of security arrangements.
7. Protect the interests of an applicant or the investment or expenditure of public funds made in connection with economic development projects.

Attachments :

No Attachments

Presenter : AJ Granger

Start Time : 7:18 PM

Item No : 13

Proposed By : Dawn Granger

Time Req : 1

Proposed : 10/23/2017

Item Type : Admin

Policy No.	Description	Ref No
4.3	To accomplish its job products with a governance style consistent with Board policies, the Board will follow an annual agenda that (a) completes a re-exploration of Ends policies annually and (b) continually improves Board performance through Board education and enriched input and deliberation.	362118

Description : Adjourn

Details :

Attachments :

No Attachments