



## Regular Board of Education Meeting

### Agenda Summary

October 15, 2018 Regular Board of Education Meeting

Monday, October 15, 2018

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	802223
2	Pledge of Allegiance	1	6:01 PM	802224
3	Roll Call	1	6:02 PM	802225
4	Welcome and Agenda overview and adjustments as necessary	1	6:03 PM	802226
5	Public comment opportunity	5	6:04 PM	802227
6	Approve the board of education meeting minutes	1	6:09 PM	802228
7	Misc. Management Information	15	6:10 PM	802229
8	Approve the Consent Agenda	1	6:25 PM	802230
9	Accept monitoring report: 2.7 Communication and Support to the Board 2.7.6 Complexity and Information Type 2.7.7 Workable Communication 2.7.8 Board Wholeism 2.7.9 Consent Agenda Requirements	5	6:26 PM	806614
10	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, or if any of these individuals request a public hearing. 6. Specialized details of security arrangements.	15	6:31 PM	802234
11	Adjourn	1	6:46 PM	802235

**Presenter :** AJ Granger

**Start Time :** 6:00 PM

**Item No :** 1

**Proposed By :** Dawn Granger

**Time Req :** 1

**Proposed :** 9/13/2018

**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 :** 9/13/2018

**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 :** 9/13/2018

**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 :** 9/13/2018

**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 :** 9/13/2018

**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 :** 9/13/2018

**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 the board of education meeting minutes

**Details :** Approval of the following board of education meeting minutes:  
September 17, 2018

**Attachments :**

No Attachments

**Presenter :** AJ Granger

**Start Time :** 6:10 PM

**Item No :** 7

**Proposed By :** Dawn Granger

**Time Req :** 15

**Proposed :** 9/13/2018

**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

**Details :** Treasurer's Report

Superintendent's Report - Dustin Klopping, TNG

**Attachments :**

No Attachments

**Presenter :** AJ Granger

**Start Time :** 6:25 PM

**Item No :** 8

**Proposed By :** Dawn Granger

**Time Req :** 1

**Proposed :** 9/13/2018

**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. Listing of bills, expenditures, and investments through 9/30/2018 and monthly financial report of the Treasurer
2. Approve appropriation modifications for October 2018
3. Approve obsolete/disposed of inventory items
4. Approve the salary notice as presented for the Treasurer and Superintendent for the 2018-2019 contract period
5. Approve the following FMLA:  
Britani Demaet  
Anthony Rivas
6. Approve the following classified staff pending approval of all necessary documents and certification:  
Lisa Elseser, Substitute  
Richard Fitzpatrick, Substitute  
Approve Patti Iott, continuation of unpaid leave of absence until January 1, 2019  
Tina Pingle, Cook, from 4.0 hrs to 4.25 hrs  
Karen Powell, Cook, from 7.0 hrs to 7.25 hrs  
Jan Roy, Cook, from 6.0 hrs to 6.25 hrs
7. Approve a Liberty-Benton team to participate in OHSAA sanctioned bowling events
8. Approve extra curricular/co curricular staff pending approval of all necessary documents and certification:  
Scott Garlock, Volunteer Bowling Coach  
Bryan Perkins, Volunteer  
Dennis Recker, 7th Grade Boys Team B Basketball Coach
9. Adjust the following bus driver route times for the 2018/2019 school year:  
Breitigam: 7.25 hrs to 7.0 hrs  
Crawford: 5.0 hrs to 4.75 hrs  
Desgranges: 5.5 hrs to 6.0 hrs  
Fox: 4.25 hrs to 4.75 hrs  
Helms: 5.0 hrs to 5.25 hrs  
Powell: 5.25 hrs to 5.0 hrs  
Shaw: 4.0 hrs to 4.5 hrs
10. Approve Nate Irwin as Tournament Manager for the October 15, 2018 (1 game) OHSAA Boys Soccer Tournament being held at Liberty-Benton High School
11. Approve Scott Garlock as Tournament Manager for the October 20, 2018 (1 game) OHSAA Girls Soccer Tournament being held at Liberty-Benton High School
12. Approve rates as presented for the October 15, 2018 and October 20, 2018 OHSAA Boys and Girls Soccer Tournaments being held at Liberty-Benton High School
13. Approve Nate Irwin as Tournament Manager for the October 17, (1 game) and October 20, 2018 (2 games) OHSAA Girls Volleyball Tournaments being held at Liberty-Benton High School
14. Approve rates as presented for the October 17, and October 20, 2018 OHSAA Girls Volleyball Tournaments being held at Liberty-Benton High School
15. Approve possible OHSAA Sectional and/or District tournament contests in Volleyball, Soccer, Baseball and Softball for the 2018/2019 school year

**Attachments :**

Title	Created	Filename
10 15 2018 Consent items.pdf	Oct 10, 2018	10 15 2018 Consent items.pdf

**Obsolete/Disposed of Inventory**

**October 15, 2018**

<b>Item</b>	<b>Tag No.</b>	<b>Location</b>
Prodigi Connect 12	04781	HS Room 129



## **Liberty-Benton Soccer Tournament Positions**

- **Tournament Manager** - (\$205/game) fills all of the positions listed below, organizes contracts with officials, site preparations, and completes financial report after the tournament.
- **Athletic Trainer** - (1 @ \$70/game)
- **Ticket Taker/Seller** - (1 @ \$25/game) 1 ticket seller at the main gate.
- **Admin Fee** - (\$30/game)

**Total Budget:** \$330/game

Updated 10/8/2018

## Liberty-Benton Volleyball Tournament Positions

- **Tournament Manager** - (\$95/game) fills all of the positions listed below, organizes contracts with officials, site preparations, and completes financial report after the tournament.
- **Athletic Trainer** - (1 @ \$70/game)
- **Ticket Taker/Seller** - (1 @ \$25/game) 1 ticket seller at the main gate.
- **Admin Fee** - (\$30/game)
- **Announcer** - (\$20/game)
- **Scoreboard Operator** - (\$20/game)
- **Libero Tracker** - (\$20/game)
- **Scorebook** - (\$20/game)

**Total Budget:** \$300/game

Updated 10/8/2018

**OHSAA  
Site Availability Agreement**

**"OHSAA"**

**"SCHOOL DISTRICT"**

<p><b>OHIO HIGH SCHOOL ATHLETIC ASSOCIATION</b> an unincorporated association</p> <p>4080 Roselea Place Columbus, Ohio 43214</p>	<p>School Name: <u>Liberty - Benton</u></p> <p>Address: <u>9190 CR 9</u> <u>FINDLAY, OH 45840</u></p>
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This Tournament Site Availability Agreement is effective as of August 15, 2018, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2018-2019 school year.

District agrees to give and grant the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use the District's premises/facilities for the purpose of conducting the OHSAA Sectional and/or District tournament contests in the sports indicated below in the event the OHSAA/DAB selects District as a host site.

<u>Fall Sports</u>	<u>Winter Sports</u>	<u>Spring Sports</u>
Volleyball <input checked="" type="checkbox"/>	Basketball <input checked="" type="checkbox"/>	Baseball <input checked="" type="checkbox"/> Track/Field _____
Soccer <input checked="" type="checkbox"/>	Wrestling _____	Softball <input checked="" type="checkbox"/>
Tennis _____	Swim _____	Tennis _____

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, the District shall not charge the OHSAA/DAB a rental/license fee and the District further agrees to staff the tournament within the staffing fees defined by the OHSAA/DAB for the specific sport/contest. (See page 2)

Prior to any and all tournament contest commencing at District's premises and facilities, District will cause the premises to be inspected for any and all latent or patent defects and shall certify the premises safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2018-2019** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at [www.OHSAA.org](http://www.OHSAA.org).

**(SCHOOL) District:**

**OHSAA/NWDB:**

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

By: **KEVIN CALVER**

(Signature)

(Signature)

Its: \_\_\_\_\_

Its: **SECRETARY**

Date: 10-8-18

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

Return this page only to:  
Kevin Calver, 236 Joelynn Dr., Shelby 44875  
or [kcalver@ohsaa.org](mailto:kcalver@ohsaa.org)



NORTHWEST DISTRICT ATHLETIC BOARD  
2018-19 FLAT FEE

SPORT	MANAGER FEE	FLAT RATE FEE (Includes Mgr., No Officials)
CC	\$100/race	\$500/race Maximum 8 officials
Golf	\$135/sect \$115/dist	\$400 - team pay green fee
Soccer	\$60/sect	\$330
	\$100/dist	\$800
Volleyball	\$60/sect	\$300
	\$100/dist	\$730
Tennis	\$160/sect	\$300/sect
	\$150/dist	\$300/dist
Basketball	\$135/sect	G - \$900/B - \$1,100
	\$175/dist	G - \$1,250/B - \$1,450
Gymnastics	\$400	
Bowling	\$150/sect	\$400 - team pay for lanes
	\$300/dist	D2-\$800 (D1 combined \$400) teams pay lanes
Swimming	\$400/sect & dist	TBD
Dive	\$200	
Wrestling	2 day/\$450 Sect 1day/\$350 Sect	TBD
	\$450/dist	TBD
Baseball	\$60/sect	\$240
	\$85/dist	\$360
Softball	\$60/sect	\$240
	\$85/dist	\$360
Track	\$500	TBD

Security expense – sworn, uniformed security or a private security company employed by your school district is in addition to the amount listed about.

**OHIO HIGH SCHOOL ATHLETIC ASSOCIATION  
TOURNAMENT SITE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**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.

**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* 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.
- 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, Executive Director or Executive Director's designee.

**TICKETS AND OTHER REVENUES**

- 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 Executive Director.
- c. **Revenue:** All ticket and other 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 and any other revenues 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 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.
- e. **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 admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.

- f. **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.

#### **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 must provide DISTRICT with a certificate of insurance showing the required coverage not less than 60 days 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.

#### **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.
- 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.
- f. 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.

#### **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 Director of Corporate Development relative to any such activities.

#### **SUITABILITY**

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

#### **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.

#### **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, 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 and that said Emergency Action Plan is available for review by the OHSAA upon request.

#### **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.

#### **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.

#### **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.

#### **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.

#### **FORCE MEJEURE**

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.

#### **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.

#### **GOVERNING LAW**

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

#### **NOTICES**

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

Northwest District Athletic Board  
Kevin Calver, NWDAB Secretary  
236 Joelynn Dr.  
Shelby, OH 44875

With copy to:

OHSAA  
4080 Roselea Place  
Columbus, OH 43214  
Attention: Bob Goldring, Assistant Director

**Presenter :** AJ Granger

**Start Time :** 6:26 PM

**Item No :** 9

**Proposed By :** Dawn Granger

**Time Req :** 5

**Proposed :** 10/4/2018

**Item Type :** Monitoring 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 :** Accept monitoring report: 2.7 Communication and Support to the Board  
2.7.6 Complexity and Information Type 2.7.7 Workable Communication  
2.7.8 Board Wholeism 2.7.9 Consent Agenda Requirements

**Details :** 2.7 Communication and Support to the Board  
2.7.6 Complexity and Information Type  
2.7.7 Workable Communication  
2.7.8 Board Wholeism  
2.7.9 Consent Agenda Requirements

**Attachments :**

No Attachments



**Presenter :** AJ Granger

**Start Time :** 6:31 PM

**Item No :** 10

**Proposed By :** Dawn Granger

**Time Req :** 15

**Proposed :** 9/13/2018

**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, or if any of these individuals request a public hearing.  
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, or if any of these individuals request 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 :** 6:46 PM

**Item No :** 11

**Proposed By :** Dawn Granger

**Time Req :** 1

**Proposed :** 9/13/2018

**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