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McDONALD LOCAL BOARD OF EDUCATION
MONDAY, APRIL 13, 2015
WORK SESSION – 7:00 P.M.
REGULAR MEETING – 7:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437

The McDonald Local Board of Education held a Regular Meeting on Monday, April 13, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Work Session was called to order at 7:00 p.m. and the Regular Meeting was called to order at 7:30 p.m. by President Tom Hart. Treasurer Bill Johnson called the roll:

Roll Call:

Members Present: Robert Jones, Joe Krumpak, John Saganich, Tom Hart

Members Not Present: Eric Shehadi

Superintendent Ken Halbert and Principals Gary Carkido and David Vecchione were also present. A list of visitors is on file in the treasurer's office.

"Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act."

Pledge of Allegiance

Res. 15-59 Approve agenda for Regular Meeting of April 13, 2015

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

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Recognition of Visitors / Audience Participation – None

Res. 15-60 Approval of board minutes:

Regular Meeting – March 23, 2015

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Old Business: any Old Business to bring before the Board – None

New Business:

A. Finance Committee – Joe Krumpak, Chairperson

Res. 15-61 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: March 2015

a. Check Register
b. Financial Summary
c. Bank Reconciliation

Upon the recommendation of the district treasurer I move to approve the above financial reports for March 2015.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Hart
Nays: None
President declared motion carried

Res. 15-62 NATURAL GAS CONTRACT

Resolution to approve a contract with Gas Search for natural gas for the district covering July 1, 2015 through June 30, 2016, at a cost of 3.28 fixed/mcf (Burnertip pricing), 32% decrease. (See Exhibit A)

Upon the recommendation of the district treasurer I move to approve the above contract.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Hart
Nays: None
President declared motion carried

Res. 15-63 AUDITOR OF STATE – ENGAGEMENT LETTER

Resolution to approve the Auditor of State's Office to prepare the district's GAAP financial statements for the years ending June 30, 2015 and June 30, 2016. (See Exhibit B)

Upon the recommendation of the district treasurer I move for the Auditor of State's Office to prepare the district's GAAP financial statements.

Mr. Krumpak moved and Mr. Saganich seconded
Yeas: Krumpak, Saganich, Jones, Hart
Nays: None
President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 15-64 CERTIFIED – RETIREMENT

Resolution to accept the resignation of Jennifer Colla, Elementary Teacher, for retirement purposes, effective as of the end of the day on October 31, 2015. Certainly we thank Mrs. Colla for her years of service to the students and the school district.

Upon the recommendation of the district superintendent I move to approve the above resignation.

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Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-65 CERTIFIED ONE-YEAR LIMITED CONTRACTS

Resolution to approve the following certified personnel on a one-year limited contract for the 2015-2016 school year at these amounts:

John Anthony	High School Teacher	$41,959
Shannon Averell	High School Teacher	$49,024
Brian Backur	High School Teacher	$45,691
Jody Conway	High School Teacher	$44,125
Danielle DeChellis	High School Teacher	$36,660
Amy Dolsak	Elementary Teacher	$39,459
Dana Lariccia	High School Teacher	$47,258
Erin Rogers	Elementary Teacher	$43,725
Danica Ronghi	High School Teacher	$45,491
Tom Senich	High School Teacher	$36,660
Beverly Simpson	Half-Time High School Teacher	$24,512

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-66 CERTIFIED TWO-YEAR LIMITED CONTRACTS

Resolution to approve the following certified personnel on a two-year limited contract for the 2015-2016 and 2016-2017 school years at these amounts:

Chuck Mooney	High School Teacher	$42,559 (2015-2016)
Matt Vukovic	Elementary Teacher	$40,992 (2015-2016)

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-67 CERTIFIED – CONTINUING CONTRACT

Resolution to approve a continuing contract for Dana Larson, effective with the 2015-2016 school year, at a contract amount of $43,725.

Upon the recommendation of the district superintendent I move to approve the above contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

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Res. 15-68 SUPPLEMENTAL CONTRACTS – 2014-2015

Resolution to approve the following for supplemental contracts for the 2014-2015 school year:

Dave Guerra – Volunteer Assistant Track Coach, $0

Shannon Averell – Volunteer Assistant Track Coach, $0

Kyle Joynes – Volunteer Assistant Track Coach, $0

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-69 SUBSTITUTE – OAPSE - 2014-2015

Resolution to hire Mike Helco as a substitute for the following OAPSE positions, at step 0 of the OAPSE contract, for the remainder of the 2014-2015 school year:

Substitute Domestic	$14.35 per hour (night turn)
Substitute Custodian	$16.21 per hour (day turn) $16.43 per hour (night turn)

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-70 SUBSTITUTE – 2014-2015

Resolution to hire Stephanie Hilbun as a substitute for the following positions, for the remainder of the 2014-2015 school year:

Substitute Secretary	$10.00 per hour
Substitute Cook	$9.50 per hour

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-71 EIGHTH GRADE FIELD TRIP

Resolution to approve the eighth grade field trip to Washington, D.C. on May 3, 4, and 5, 2015, under the guidance of high school teacher, Chuck Mooney. Students traveling will be excused from classes on May 4, 2015 and May 5, 2015. (See Exhibit C)

Upon the recommendation of the district superintendent I move to approve the above field trip.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-72 BUS DRIVERS FOR FIELD TRIPS

Resolution to approve regular bus drivers to be able to drive for all field trips for McDonald Local Schools for the 2015-2016 school year. (This includes substitute bus drivers, too, but as per contract, regular bus drivers have first option for trips.)

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Upon the recommendation of the district superintendent I move to approve the above bus drivers.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-73 NON-RENEWAL OF SUPPLEMENTAL CONTRACTS
SUBSTITUTE CONTRACTS – FEDERAL GRANT CONTRACTS

Resolution to non-renew all supplemental contracts, substitute contracts, and federal grant contracts issued for the 2014-2015 school year. (This is a "housekeeping" action and in no way reflects job performance.)

Upon the recommendation of the district superintendent I move to approve the non-renewal of the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-74 SHARED SERVICES CONTRACTS WITH TRUMBULL COUNTY
EDUCATIONAL SERVICE CENTER – FY2016

Resolution to approve the Shared Services Contracts with Trumbull County Education Service Center for payment of $250,197.00 for the FY2016 contract, as per ORC 3313.845. (See Exhibit D)

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-75 STUDENT ACCIDENT INSURANCE – 2015-2016

Resolution to approve a contract with Griffin Agencies, LTD for the Student Accident Coverage for the 2015-2016 school year. (See Exhibit E)

Upon the recommendation of the district superintendent I move to approve the above student insurance contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-76 VALTECH COMMUNICATIOS PHONE CONTRACT

Resolution to approve a three (3) year contract with ValTech Communications for phone service from 7/1/15 through 6/30/18, at a cost of $413.24 per month. (See Exhibit F)

Upon the recommendation of the district superintendent I move to approve the above phone contract.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

Res. 15-77 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Beverly Simpson – The Road Not Taken, Chaperone, Champion, 4-17-15, substitute $80.

Jim Hall – OSU Coaches Clinic, Columbus, 4-17-15, registration fee, meals, mileage, and substitute $175.

Samantha Rozzo – Field Trip, T.C. Courthouse, Warren, 4-21-15, substitute $80.

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Brian Backur – YSU English Festival, Youngstown, 4/22-23/15, substitute $160.

Brian Backur – Washington D.C. Trip, Chaperone, Washington, 5/4-5/15, substitute $160.

Patrice Simmons – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, meals, substitute $324.

Michele O'Leary – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, meals, substitute $324.

Patricia Gault – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, substitute $309.

Debbie Crish – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, substitute $309.

Patricia Worrell – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, substitute $309.

Dana Larson – Behavior Interventions That Work Seminar, Cleveland, 5-12-15, registration fee, meals, substitute, mileage $324.

Laurie Smith – Senior Class Day, MHS, 5-20-15, substitute $80.

Laurie Smith – Senior Class Picnic, McDonald, 5-21-15, substitute $80.

Upon the recommendation of the district superintendent I move to approve the above professional leaves.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak
Nays: None
President declared motion carried

C. Program Committee – Robert Jones, Chairperson

Res. 15-78 FIRST READING – POLICY JP
POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS
(RESTRAINT AND SECLUSION)

Resolution to approve the first reading of Policy JP, Positive Behavioral Interventions and Supports (Restraint and Seclusion). (See Exhibit G)

Upon the recommendation of the district superintendent I move to approve the above first reading of Policy JP.

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-79 WOODLAND PARK PAVILION PICNIC CONTRACT

Resolution authorizing the McDonald Board of Education to enter into a contract with the Village of McDonald for the use of the Woodland Park Pavilion for the following picnics:

Kindergarten Carnival	5/20/15
Senior Class Picnic	5/21/15
Second and Third Grades	5/26/15
Sixth Grade	5/27/15
Fourth and Fifth Grades	5/28/15
Kindergarten and First Grades	5/29/15

Upon the recommendation of the district superintendent I move to approve the above contract.

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

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Res. 15-80 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Jones moved and Mr. Krumpak seconded, that the McDonald Local Board of Education go into Executive Session at 7:49 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the 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 sole 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. _X_____ 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 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 required 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 McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) as listed above.

Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-81 Adjourn Executive Session

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn executive session and return to the regular board meeting at 9:28 p.m.

Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

Res. 15-82 Adjournment

Mr. Jones moved and Mr. Krumpak seconded to adjourn the Regular Meeting at 9:28 p.m.

Yeas: Jones, Krumpak, Saganich, Hart
Nays: None
President declared motion carried

ATTEST:

President **Treasurer**

EXHIBIT A

Natural Gas Sales Agreement, Gasearch, LLC

THIS AGREEMENT made and entered into this March 31, 2015 by and between Gasearch, LLC, 4991 Belmont Ave., Youngstown, OH 44505 hereinafter referred to as "Seller" and Mc Donald School District, hereinafter referred to as "Buyer", 600 Iowa Ave., Mc Donald, Ohio 44437-1677. The Buyer is a customer of Dominion East Ohio Gas Company, hereinafter referred to as "DEOG".

AGREEMENT. Subject to Seller's acceptance of this Agreement and acceptance by DEOG, Seller shall sell and deliver 100 % of Buyer's natural gas requirements to Buyer's facility, and Buyer shall receive and purchase 100% of its gas requirements from Seller. If Buyer chooses another supplier during the term of this Agreement, the Buyer will be responsible for paying Seller for liquidated damages on any volumes secured by Seller on the Buyer's behalf and not purchased by the Buyer. DEOG is the local distribution company through which the natural gas will be transported to the Buyer's facility.

BILLING AND PAYMENT. DEOG will send a single monthly bill that will include DEOG's transportation charges and any taxes and/or fees assessed by DEOG, and Seller's natural gas rate of $3.28/MCF and applicable sales tax. If the Buyer is tax exempt, it is the responsibility of the Buyer to provide Seller with an Ohio tax exemption certificate, as filed with the Ohio Dept. of Taxation. Failure to make payment subjects Buyer to disconnection and termination of this agreement by DEOG, and any termination costs per DEOG's tariffs, as well as any charges associated with the Seller, per this agreement. Such termination does not relieve Buyer of any obligation to the Seller for natural gas delivered to the Buyer. Seller may assess a finance charge of one and one-half percent (1.5%) per month on all unpaid invoices, upon DEOG's termination of service, and early termination penalties will apply. Buyer may request, free of charge, up to twenty-four months of payment history for services rendered by seller.

RESCISION PERIOD. DEOG will send Buyer a written notice confirming Buyer's decision to enroll with Seller. Buyer has the right to cancel this Agreement without penalty within seven (7) business days after the postmark on the DEOG enrollment confirmation notice by contacting DEOG at 800-362-7557 or in writing.

TERM OF AGREEMENT. **The term of this Agreement shall be effective from your JULY, 2015 Dominion East Ohio billing cycle through the JUNE, 2016 Dominion billing cycle.** Seller will notify buyer by mail, in accordance with the Public Utilities of Ohio regulations, of renewal terms and conditions. Unless cancelled by the Buyer or Seller, contract will renew at Seller's current market price, and will remain in effect for another year.

If Buyer terminates this agreement prior to the stated expiration date, the following penalty shall be assessed: If the contract price is lower than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120%, a penalty of $50.00 (fifty dollars) will be assessed. If the contract price is higher than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120%, the penalty shall be; the contract price MINUS the average of the NYMEX natural gas futures values for the applicable remaining months times 120% then multiplied by the anticipated contracted volume as stated in the Burnertip Volumes.

FORCE MAJEURE. Seller will not be responsible for supplying natural gas to Buyer in the event of circumstances beyond its control such as events of "force Majeure", acts of God, including but not limited to acts of terrorism and orders, rules, regulations or acts of any court of governmental authority, labor disputes or problems, required maintenance work, or inability to access the local distribution system. Except with regard to an obligation to make payments under the Agreement, neither Party shall be considered to be in default in the performance of any obligations under this Agreement when a failure of performance shall be due to Force Majeure.

BURNERTIP VOLUMES: See Exhibit A for individual facility information.

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
1285	1896	1076	1006	359	250	188	141	147	453	510	1222	8535

TERMINATION/TRANSFER. If Buyer's service location is not situated within DEOG's service area this contract shall be automatically terminated with no penalty. If Buyer relocates within the DEOG service area, this agreement will continue at the new service location. Buyer agrees to advise Seller of relocation, and authorizes DEOG to provide Seller with account number and meter number of new location. If Buyer voluntarily returns to DEOG sales service after choosing a natural gas supplier, Buyer may be charged a price other than DEOG's regulated sales service rate. Switching fees may apply per DEOG's tariff.

GASEARCH CONTACT INFORMATION. If Buyer has questions regarding or disagrees with the natural gas commodity portion of their bill, they can contact Seller's customer service at 888-764-7171 (toll free) between the hours of 9:00 a.m. and 4:00 p.m. EST (hours subject to change without notice), or by mail at: 4991 Belmont Ave., Youngstown, OH 44505, or fax: 330-270-1205, or at www.Gasearch.net.

EMERGENCY CONTACT. In the event of an emergency such as a gas odor, fire, or explosion, contact Dominion East Ohio Gas Company at 800-362-7557.

DISPUTE RESOLUTION. Gasearch makes every effort to settle Buyer disputes, however, in the event that a complaint is not resolved, or for general utility information, the Buyer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

PRIVACY. Seller will not release, without Buyer's written or electronic authorization, or where release is required by court order or by commission order or rule, DEOG account or meter numbers, except for operation or maintenance. Buyer's social security number (if given) shall not be disclosed without affirmative written consent or pursuant to a court order or commission order or rule.

BILL JOHNSON, MCDONALD SCHOOLS

SELLER: GASEARCH, LLC

Buyer (Print): X William A. Johnson

Sign: X _____

BY: _____

****Please Email to wensor@gasearch.net or fax to 330.270.1205 ****

OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

EXHIBIT A

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
875	1388	550	694	200	100	50	0	10	270	320	850	5307

MCDONALD SCHOOL DISTRICT ACCOUNT # 2420200057527
600 IOWA AVE. MCDONALD OHIO 44437-1677

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
410	508	526	312	159	150	138	141	137	183	190	372	3226

MCDONALD ELEMENTARY SCHOOL ACCOUNT # 1500012052571
410 W 7TH ST. MCDONALD OHIO 44437-1606

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
.2	.2	0	0	0	0	0	.4	.4	.4	.6	.6	2.8

MCDONALD BD OF ED/STADIU ACCOUNT # 0420200276591
600 IOWA AVE. MCDONALD OHIO 44437-1677

****Please Email to wensor@gasearch.net or fax to 330.270.1205 ****

OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

EXHIBIT B

Dave Yost • Auditor of State

March 31, 2015

Mr. William Johnson, Treasurer
McDonald Local School District
600 Iowa Avenue
McDonald, OH 44437

Dear Mr. Johnson:

This letter is to confirm our understanding of the terms and objectives of our engagement with the McDonald Local School District (the School District) and the nature and limitations of the services we will provide.

We will provide the following services:

> Using our conversion software and information provided by the School District, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile the basic financial statements for the McDonald Local School District for the fiscal years ending June 30, 2015, June 30, 2016 and June 30, 2017.

LGS is responsible for conducting the engagement in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the School District's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, LGS will not express an opinion or provide any assurance regarding the financial statements.

If for any reason we are unable to complete the compilation of the School District's financial statements, we will not issue a report on such statements as a result of this engagement.

McDonald Local School District remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the School District to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the McDonald Local School District's responsibility to design, implement and maintain internal controls, including monitoring ongoing activities.

Local Government Services Section
88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506
Phone: 614-466-4717 or 800-345-2519 Fax: 866-882-0004
www.ohioauditor.gov

To demonstrate that the School District is fulfilling these responsibilities, the following safeguards will be observed. The School District will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the School District has determined that someone other than the individual with whom we worked last year to fulfill this role, the School District must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the School District:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to ensure that financial records are in agreement with amended certificates requested and appropriations passed by the Board during fiscal years 2015, 2016 and 2017;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all School District and bank accounts as of June 30, 2015, June 30, 2016 and June 30, 2017;
5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of June 30, 2015, June 30, 2016 and June 30, 2017;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for the fiscal year;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of June 30, 2015, June 30, 2016 and June 30, 2017;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately.
10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
11. Information to support necessary modified accrual and accrual adjustments at June 30, 2015, June 30, 2016 and June 30, 2017;
12. Information regarding transfers by fund including the amount and purpose for each transfer;
13. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The School District shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the School District must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the School District and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the School District in terms of resources, recordkeeping or other issues, the School District and LGS may collaborate on alternative methods of providing the School District's data to LGS without compromising the personal information on individuals served or employed by the School District.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to ensure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Management is responsible for identifying and ensuring the School District complies with the laws and regulations applicable to its activities. Management is also responsible to prevent and detect fraud. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that 80 hours will be needed to complete this project for fiscal year 2015, 80 hours will be needed to complete this project for fiscal year 2016 and 80 hours will be needed to complete this project for fiscal year 2017. Our fees for these services will be billed monthly to McDonald Local School District at a rate of $50 per hour, and the total cost is not anticipated to exceed $4,000 in 2015, 2016 or 2017. If additional time or services should be necessary, we will notify the McDonald Local School District regarding any amendment to this contract that may be required.

Upon a 30 day written notice, either party may terminate this Agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed-upon rate for any and all work done to the date of such notice.

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than May 8, 2015. If we do not hear from you by May 8, 2015, we will assume that the McDonald Local School District does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Nita Hendryx, Chief Project Manager, at 1.800.443.9271.

Sincerely,

DAVE YOST
Auditor of State

Unice S. Smith
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

MCDONALD LOCAL SCHOOL DISTRICT

Date: 4/13/15

Resolution No. 15-63

By: Tom Hart
Tom Hart, Board President

It is hereby certified that the amount of $ 4,000 required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification now outstanding.

Date: 4/13/15

William Johnson, Treasurer

cc: Nita Hendryx, Chief Project Manager
Joey Jones, Chief Auditor

EXHIBIT C

Premier Tour & Travel

MCDONALD MIDDLE SCHOOL
WASHINGTON, DC TOUR
MAY 3-5, 2015

Sunday, May 3

6:15 AM	One Motorcoach arrives at McDonald Middle School (McDonald, OH) to load
7:00 AM	Departure from McDonald Middle School
9:15 AM	Rest stop at the Somerset Travel Plaza – PA Turnpike
11:30 PM	Lunch stop at the Premium Outlets, Hagerstown, MD (on own)
1:30 PM	Drive pass Washington National Cathedral & Embassy Row
2:15 PM	Photo Stop at the White House / Lafayette Park

** Group will then walk to Washington Monument Area and Holocaust Memorial Museum

4:15 PM	Pick up at the Holocaust Memorial Museum to the Hard Rock Café
4:30 PM	Dinner Included at the Hard Rock Café
6:00 PM	Evening Monument Touring
8:00 PM	Departure for the hotel
8:45 PM	Approximate arrival / check into Hampton Inn & Suites Washington Dulles, VA Private Security Provided Throughout the Night (9 Hours Total)

Monday, May 4

6:30 AM	Deluxe Continental Breakfast
7:30 AM	Departure for Washington
8:15 AM	Visit to Arlington National Cemetery with Wreath Ceremony (10:15AM)
11:00 AM	Departure from Arlington
11:30 AM	Lunch Included at a local food court ($10.00 Cash)
12:30 PM	Motorcoach pick up and transfer to The Capitol Building
1:10 PM	Capitol Visitors Center Tour (request by Congressman Tim Ryan's Office)
3:00 PM	Reserved Timed Entry to the National Archives Rotunda
4:00 PM	Visit to the Natural History Museum until 5:30 PM
5:45 PM	Dinner Included at the Pentagon City Mall Food Court ($10.00 Cash)
7:30 PM	Visit to the Pentagon Memorial
8:30 PM	One Hour Guided Ghost Walking Tour in Alexandria, VA
10:00 PM	Return to Hotel - Private Security Provided Throughout the Night (9 Hours Total)

Tuesday, May 5

7:00 AM	Deluxe Continental Breakfast
8:00 AM	Departure for Washington
9:00 AM	Visit to the Martin Luther King, Jr., FDR, and Jefferson Memorials
10:30 AM	Visit to the American History and Air & Space Museums (Lunch $10.00 cash)
2:00 PM	Departure from Washington, DC
3:15 PM	Rest Area, Myersville, MD
5:00 PM	Rest Stop at North Midway Travel – PA Turnpike (Dinner $10.00 cash)
9:00 PM	Approx. return to McDonald, OH

200 SNYDER ROAD, HERMITAGE, PA 16148
724.342.4546 TOLL FREE 877.788.8747 FAX 724.342.4549

MCDONALD

FY2016

Recommended Contract for Shared Services $250,197.00

Recommended Function Codes for Foundation Deduction:

REGULAR EDUCATION/TVLA	1100	$2,000.00
GIFTED/TALENTED SERVICES	1210	$3,700.00
ITINERANT	1242	$1,300.00
MULTI DISABLED K-6	1231	$22,300.00
MULTI DISABLED 7-12	1241	$44,700.00
HEARING HANDICAPPED	1232	$0.00
EMOTIONAL DISTURBANCE K-6	1235	$15,900.00
EMOTIONAL DISTURBANCE 7-12	1245	$35,500.00
COGNITIVE DISABLED	1246	$0.00
SPECIAL ED PRESCHOOL	1280	$0.00
SUPPLEMENTAL SERVICE / WORK STUDY	2187	$1,700.00
PSYCHOLOGY SERVICES	2140	$0.00
SPEECH SERVICES	2152	$47,000.00
AUDIOLOGY SERVICES	2153	$6,700.00
ATTENDANCE OFFICER	2172	$0.00
APE	1239	$1,000.00
OT K-6 / PT K-6	2181	$25,700.00
OT 7-12 / PT 7-12	2182	$10,000.00
VISION SERVICES	2183	$1,900.00
TSAC - DRUG ED	2179	$2,200.00
C&I	2212	$20,997.00
TECHNOLOGY EQUIPMENT	2415	$300.00
SUPERVISORY SERVICES	2416	$7,300.00
TOTAL		**$250,197.00**

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2016
Pursuant to O.R.C 3313.845

ESC Name: Trumbull County ESC IRN: 050088

District: McDonald Local County: Trumbull

District IRN: 050229

The above named parties have entered into a contract for services for fiscal year 2016 in the annual amount of $250,197.00

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on semi-monthly basis throughout the fiscal year.

Ken A. Halbert, Jr.	Ken A. Halbert, Jr.	4/13/15
Print District Superintendent Name	District Superintendent Signature	Date
William A. Johnson		4/13/15
Print District Treasurer Name	District Treasurer Signature	Date
Michael W. Hanshaw		
Print ESC Superintendent Name	ESC Superintendent Signature	Date
Lori A. Simione, CPA		
Print ESC Treasurer Name	ESC Treasurer Signature	Date

EXHIBIT E

APPLICATION TO GUARANTEE TRUST LIFE INSURANCE COMPANY Glenview, Illinois

Complete this Application IN FULL - Please print or type

This Policy is to be issued to the following school or the individual schools of the following school system:

Name of School System: McDonald Local

Address: 600 Iowa Avenue (Street) McDonald (City) Ohio (State) 44437 (Zip) Trumbull (County)

Junior High School(s) consist of Grades 7 - 8 Senior High School(s) consist of Grades 9 - 12

Total District Enrollment 920 Please attach a list of all schools in the District.

THIS SECTION FOR HOME OFFICE USE ONLY	NOTE: POLICY NUMBER CHANGE
Policy Form be Issued: GP-1200	Policy Number: 344-058-

COVERAGE A - STUDENT ACCIDENT

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8-24-15. The termination date shall be 5-26-16, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 08/01. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

COVERAGE B – FOOTBALL

[X] IN EFFECT [ ] NOT IN EFFECT

Interscholastic Football Coverage becomes effective at 12:01 A.M. on 08/01 and expires on December 31st of the same year. Spring Practice begins on N/A. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Coverage will be null and void unless the basic coverage of the Company is offered by the school authorities to all students in all schools of the Policyholder.

The Student Insurance Policy will cover those students, teachers and administrative employees who pay the required premium as shown below:

COVERAGE - A	GRADES	AMOUNT Low	AMOUNT High
24-Hr Accident Coverage	K-6	$83	$166
	7-12 and Faculty & Admin.	$96	$192
School-time Accident Coverage	K-6	$24	$48
	7-12 and Faculty & Admin.	$39	$78

COVERAGE – B	GRADES	AMOUNT Low	AMOUNT High
Football Only (Does not include School-time or 24-Hr Coverages)	10-12 (including grade 9 if playing with grades 10-12)	$136	$272

PLEASE PRINT:

Applied for by William A. Johnson (Name) Treasurer (Title) X (Signature)

Agent Signature

Dated at McDonald OH

Dated on 4-13, 20 15

Ship supplies to address ~~below~~, if different from above:

Street Address _____ Phone _____

City _____ State _____ Zip _____

Attention: _____ Requested Date of Shipment JULY

Please provide an email address to receive supplies electronically: pam.streb@neomin.org

GA-40

EXHIBIT F

ValTech Communications:

- Phone service – Analog POTS lines
- Connects McDonald Local Schools to the outside world
- Services are still provided by AT&T, ValTech provides the billing and support
- Replacing Earthlink Business

Current Earthlink bill: $405/month (this includes the service charges)

ValTech: $279.99 (contract) + $133.25 (service charges) = $413.24/month

- Still able to receive Erate for the next 2 years (phones service is no longer Erate-able after June 30, 2017)

- 2015-2016 = 40% discount
- 2016-2017 = 20% discount

SERVICE AGREEMENT

ValTech Communications

Install Address	Line Quantity Type	Qty	Term in Months	Non Recurring Charges: Install Charge	Non Recurring Charges: Promotion	Non Recurring Charges: Other	Monthly Recurring Charges	Rate
McDonald Local School District (2 Locations)	Standard analog POTS Line (Includes unlimited local calling and up to 7 advanced calling features)	13	36	NA	NA	NA	$260.00 = ($20x13)	NA
McDonald Local School District (2 Locations)	Long Distance (Bucket of 500 Minutes)	1	36	NA	NA	NA	$19.99	$0.049
Convert date on or about 7/1/15.								

	Total MRC	Total NRC
Note: Total MRC does not include per minute Toll Free and Long Distance Usage, Taxes, Fees, or Surcharges. Total:	NA	$279.99
** Products include but are not limited to, POTS lines, Private Line, Integrated DS-1, Dynamic DS-1, Dedicated Internet (DS1 to GigE), Hosted VOIP, SIP Trunk replacement, eFax, and Data Back-up. **		

Customer Initials

ValTech Communications

SERVICE AGREEMENT

ValTech Communications

By signing this Service Agreement (this "Agreement"), the Customer identified below ("Customer") hereby orders ValTech Communications the products/services listed above (each a "Service" and collectively, the "Services"). For purposes of this Agreement, "ValTech Communications" means one or more subsidiaries of ValTech Communications LLC. that is/are certified to provide the Service(s) in the applicable state(s).

The term with respect to each Service shall begin on the earlier of the date the Service is available for use by Customer or Customer's commencement of use of the Service (the "Billing Activation Date") and shall continue for a period of 36 months (Month to Month) thereafter as set forth above (the "Service Term"), unless earlier terminated in accordance with the terms of this Agreement. ValTech Communications makes no representation or warranty as to when Service will commence. ValTech Communications will use its commercially reasonable efforts to initiate Service as soon as possible, but Customer understands and acknowledges that Service initiation is dependent upon the actions of third parties not under the control of ValTech Communications. If Customer orally orders additional Services or features from ValTech Communications at one or more of the locations covered by this Agreement, this Agreement shall also apply to any such additional Services and/or features unless a new agreement is executed by Customer specifically covering such services and/or features. Services ordered by Customer may not be resold without the prior written approval of ValTech Communications.

Unless Customer has provided ValTech Communications with written notice of its intention to terminate the Service(s) at least thirty (30) days prior to the end of the Service Term, the Service Term shall automatically renew on a month-to-month basis, at the rate(s) specified above, until either party terminates the Service(s) by giving the other party not less than thirty (30) days prior written notice of termination.

All invoices are due and payable within thirty (30) days from the date of invoice. Should Customer fail to pay any undisputed amount when due, Customer shall pay interest on such unpaid amount at the rate of one percent (1.0%) per month until such sum is paid in full. Customer shall notify ValTech Communications in writing of any charge or amount disputed, in good faith, within thirty (30) days of Customer's receipt of the applicable invoice. In no event shall Customer's notice of a good faith dispute relieve Customer from its obligation to pay, in full, all undisputed charges and amounts. Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Services unless such fraud resulted from the gross negligence or willful misconduct of ValTech Communications.

In addition to the monthly recurring charge(s) and nonrecurring charges, if any, set forth in this Agreement, Customer also agrees to pay (i) unless and until Customer provides ValTech Communications with satisfactory evidence of its exemption from such impositions, all applicable federal, state and local taxes (other than taxes on ValTech Communications net income), imposed on, or with respect to, the Services and any customer premise equipment ("CPE") provided by ValTech Communications, (ii) all governmental fees and/or surcharges in effect from time to time including, but not limited to, Universal Service Fund (USF), E-911, state TRS and payphone surcharges, required or permitted by applicable law, rule or regulation, to be charged to Customer, (iii) fees for special features or services requested by the Customer such as hunting, directory listing, 800 service, inside wiring/cabling and DMARC extension, and (iv) any originating access charges or fees that are actually charged by the incumbent local exchange carrier to ValTech Communications as a result of the unique configuration of the Service.

In the event this Agreement is terminated following its execution by both parties but prior to the Billing Activation Date, certain cancellation fees may apply. If Customer disconnects a Service prior to the end of the applicable Service Term (or if ValTech Communications disconnects the Service as a result of a default by Customer), Customer is obligated to pay ValTech Communications an early termination fee calculated in accordance with the applicable ValTech Communications tariff or as specified in the special terms and conditions and/or service addendum for the specific Service, as applicable.

EXCEPT AS PROVIDED IN THE SERVICE LEVEL AGREEMENT, IF ANY, APPLICABLE TO THE SERVICE, VALTECH COMMUNICATIONS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS FACILITIES, THE SERVICE, OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. VALTECH COMMUNICATIONS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON ITS BEHALF AND CUSTOMER MAY NOT RELY ON ANY SUCH STATEMENT OR WARRANTY AS A WARRANTY OF VALTECH COMMUNICATIONS.

ValTech Communications liability to Customer for any cause of action arising out of this Agreement or the Services shall in no event exceed a credit equal to the Service charge to Customer for the affected Service for the period during which such Service was interrupted or unavailable. Under no circumstance shall ValTech Communications be liable to Customer or any third party for damages arising from delays in commencement of Service, loss of information, numbering or directory listing errors, or loss of business. Without limiting the foregoing, in no event shall either party (or its affiliates, employees, officers, directors or agents) be liable to the other party for any incidental, indirect, special, punitive, or consequential damages (including, but not limited to, lost revenue, goodwill, lost profits or lost customers) of any kind whatsoever, regardless of cause or the foresee ability thereof and whether the affected party had reason to know of the possibility of such losses.

ValTech Communications reserves the right to deliver the Services using such technology or combination of technologies as it chooses from time to time and Customer acknowledges that the delivery of the Services over certain technologies may require the installation of CPE provided by ValTech Communications. All CPE provided by ValTech Communications will, at all times, remain the property of ValTech Communications. In the event that Customer fails to return any CPE to ValTech Communications (or, at ValTech Communications' option, to permit recovery of CPE by ValTech Communications) in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of the Service(s), Customer shall be responsible for the full replacement cost of the CPE at fair market value and shall pay ValTech Communications all charges associated with the recovery of that equipment.

ValTech Communications may cooperate with law enforcement organizations that have lawfully requested pursuant to a valid subpoena or court order (i) trap and traces, pen registers, wire taps and similar call intercept methods, and (ii) information regarding Customer or any end user of Customer and provide such organizations with any information requested, including, but not limited to, names, email addresses, mailing or contact addresses, IP addresses, telephone numbers, call detail records, or call content.

SERVICE AGREEMENT

ValTech Communications

To the extent that the Services ordered hereby are voice services, converged service consisting of both voice and Internet or data services such Services are also subject to the terms and conditions of ValTech Communications' federal and/or state tariffs or rate sheets, as applicable. Alternatively, to the extent that the Services ordered hereby are also subject to (i) ValTech Communications' Basic Terms and Conditions of Service (the "T&C's"), and (ii) any specific terms and conditions that may apply to such Services, each of which are available on ValTech Communications' web site at http://www.valtech.info. ValTech Communications ' reserves the right to modify its tariffs, rate sheets, the T&C's and any special terms and conditions at any time and from time-to-time provided, however, that no such amendment or modification shall affect the monthly access charges associated with the Service(s) during the Service Term. The applicable portions of ValTech Communications' tariffs, rates sheets, the T&C's and the special terms and conditions are hereby expressly incorporated herein by this reference. In the event of any conflict between the tariffs and this Agreement, the tariffs shall prevail and in the event of any conflict between the T&C's and this Agreement, this Agreement shall prevail.

The obligation of ValTech Communications to provide the Services to Customer is subject to approval by ValTech Communications of this Agreement and Customer's credit status. Customer's signature below constitutes authorization for ValTech Communications to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services. In addition, in the event that ValTech Communications determines, in good faith, that the credit worthiness of Customer has materially deteriorated following the commencement of the Service Term, ValTech Communications' reserves the right to require from Customer a cash deposit or such other security as ValTech Communications may reasonably require.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter of this Agreement. A copy of the quality assurance program document and the 60-day service guarantee are available upon request. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this Agreement. This Agreement may not be assigned by Customer without the prior written consent of ValTech Communications, which consent may not be unreasonably withheld, conditioned or delayed. The allocation of a billing telephone number to Customer does not create a property right therein and Customer has no right to assign, sell or otherwise transfer any telephone number to another person or entity. The foregoing restriction does not, however, restrict the ability of Customer to port an assigned number to another service provider of its choice. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Any legal notice to be sent by Customer to ValTech Communications shall be sent to the attention of the General Counsel of ValTech Communications at the following address: 2020 Brice Road, Suite 210, Reynoldsburg OH 43068, (F) 888-611-7444. Any legal notice to be send by ValTech Communications to Customer shall be sent to the address set forth on the signature page to this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State in which the majority of the Services ordered hereby are being provided, without regard to its conflict of law principles. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

To the extent that Internet Services are ordered hereunder, the terms of ValTech Communications' Acceptable Use Policy, applies. All services are not available for purchase by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses without the expressed consent of ValTech Communication management. In the event that ValTech Communications determines that the above-noted Customer is such a company, ValTech Communications shall be entitled to either (i) terminate any such Service in which case Customer shall be obligated to pay any applicable termination liability associated with a breach of contract by Customer, or (ii) charge the Customer measured service rates. To the extent that the Services purchased by Customer hereunder are off-net Services purchased under a 1, 2 or 3 year term plan, the discount associated with such Services, not the price quoted, is guaranteed for the applicable Service Term. This quote is firm for thirty (30) days from the date specified above unless indicated differently herein. Alterations or changes after thirty (30) days may be made at the discretion of ValTech Communications without notice.

SERVICE AGREEMENT

ValTech Communications

ValTech Communications

By: _____
(Signature of Authorized ValTech Communications Representative)

Name (please print): Tom Brady

Title: Pres

Date: 4/13/15

Customer: McDonald Local Board of Education
(Insert Full Legal Business Name of Customer)

By: _____
(Signature of Authorized Representative of Customer)

Name (please print): William A. Johnson

Title: Treasurer

Date: 4/13/15

Customer Initials _____

File: JP

POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS
(Restraint and Seclusion)

Positive Behavioral Interventions and Supports (PBIS)

The District implements PBIS on a system-wide basis. The Board directs the Superintendent/ designee to develop a PBIS system that is consistent with the components set forth in the State Board of Education's (SBOE) policy on positive behavior interventions and supports. The District encourages family involvement as an integral part of its PBIS system.

Prohibited Practices

The District does not engage in practices prohibited by State law, including:

1. prone restraint;
2. any form of physical restraint that involves the intentional, knowing or reckless use of any technique that:
   A. involves the use of pinning down a student by placing knees to the torso, head or neck of the student;
   B. uses pressure point, pain compliance or joint manipulation techniques or
   C. otherwise involves techniques that are used to unnecessarily cause pain.
3. corporal punishment;
4. child endangerment, as defined by Ohio Revised Code Section (RC) 2919.22;
5. deprivation of basic needs;
6. seclusion and restraint of preschool children in violation of Ohio Administrative Code Section (OAC) 3301-37-10;
7. chemical restraint;
8. mechanical restraint (that does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed);

9. aversive behavioral interventions or

10. seclusion in a locked room or area.

Restraint

Physical restraint may not be used as a form of punishment or discipline, or as a substitute for other less restrictive means of assisting a student in regaining control. The use of prone restraint is prohibited. This policy does not prohibit the use of reasonable force and restraint as provided by RC 3319.41.

Restraint may be used only:

1. if a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;

2. if the physical restraint does not interfere with the student's ability to breathe;

3. if the physical restraint does not interfere with the student's ability to communicate in the student's primary language or mode of communication and

4. by school personnel trained in safe restraint techniques, expect in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.

Seclusion

Seclusion may not be used as a form of punishment or discipline, for staff convenience or as a substitute for other less restrictive means of assisting a student in regaining control.

Seclusion may be used only:

1. if a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;

2. for the minimum amount of time necessary to protect the student and others from physical harm;

3. in a room or area that is not locked, does not preclude the student from exiting the area should the staff member become incapacitated or leave, and that provides adequate space, lighting, ventilation and the ability to observe the student and

4. under the constant supervision of trained staff able to detect indications of physical or mental distress that require removal and/or immediate medical assistance, and who document their observations of the student.

Repeated Dangerous Behaviors

The District conducts functional behavioral assessments for students who repeatedly engage in dangerous behavior that leads to instances of restraint and/or seclusion to identify students' needs and more effective ways of addressing those needs. Behavioral intervention plans that incorporate appropriate positive behavioral interventions are created when necessary.

Training and Professional Development

The District trains an appropriate number of personnel in each building in crisis management and de-escalation techniques. The District maintains written or electronic documentation of provided training and lists of participants in each training session.

All student personnel, as defined by OAC 3301-35-15, are trained annually on the SBOE's and the District's policies and procedures regarding restraint and seclusion.

The Board directs the Superintendent/designee to develop a plan for any necessary training of student personnel to implement PBIS on a system-wide basis.

Data and Reporting

Each incident of seclusion or restraint is immediately reported to the building administrator and the student's parent. Each incident of seclusion or restraint is documented in a written report, which is made available to the student's parent within 24 hours. The District maintains written reports of seclusion or restraint. These reports are educational records under the Family Education Rights and Privacy Act.

The District annually reports information concerning the use of restraint and seclusion to the Ohio Department of Education (ODE), as requested by ODE.

Monitoring and Complaint Processes

The Board directs the Superintendent/designee to establish a procedure to monitor the implementation of State law and the District's policy on restraint and seclusion.

The Board directs the Superintendent/designee to establish District complaint procedures, which include a:

1. procedure for parents to present complaints to the Superintendent to initiate a complaint investigation by the District regarding incidents of restraint or seclusion and

2. requirement that the District respond to parents in writing within 30 days of the filing of a complaint regarding restraint and seclusion.

Parents are notified annually of the District's seclusion and restraint policies and procedures, which are also posted on the District's website.

[Adoption date:]

LEGAL REF.: ORC 2919.22
OAC 3301-35-15
3301-37-10

CROSS REFS.: IGBA, Programs for Students with Disabilities
JF, Student Rights and Responsibilities
JGA, Corporal Punishment
JH, Student Welfare
JHF, Student Safety

NOTE: Beginning with the 2013/2014 school year, districts are required to develop policies dealing with seclusion, restraint and PBIS. The requirement stems from OAC 3301-35-15, which was finalized through the Joint Committee on Agency Rule Review (JCARR) on April 8, 2013. Prior to rule finalization, the State Board of Education (SBOE) adopted an accompanying model policy in January 2013. The rule requires district policies and procedures to be consistent with the SBOE policy.

Policies and procedures dealing with seclusion and restraint are required to be posted on the district's website and parents must be notified annually of district policies and procedures dealing with seclusion and restraint.

THIS IS A REQUIRED POLICY