

**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
MONDAY, NOVEMBER 21, 2016 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Monday, November 21, 2016, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

The Regular Meeting was called to order at 7:00 p.m. by Vice President John Saganich. Treasurer William Johnson called the roll.

Members Present: Thomas Hannon, Catherine Harvey,
Jody Klase, John Saganich

Members Not Present: Kevin O'Connell

“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. 16-246 Approve agenda for Regular Meeting of 11-21-16

Mrs. Harvey moved and Mrs. Klase seconded

Yeas: Harvey, Klase, Hannon, Saganich

Nays: None

President declared motion carried

Recognition of Visitors / Audience Participation:

Gary Carkido – High School Updates

Samantha Rozzo - Technology

6090

Res. 16-247 Approval of Board Minutes:

Regular Meeting – October 10, 2016

Mrs. Klase moved and Mrs. Harvey seconded

Yeas: Klase, Harvey, Hannon, Saganich

Nays: None

President declared motion carried

Old Business: any Old Business to bring before the Board

New Business:

A. Board

Res. 16-248 RESIGNATION – BOARD MEMBER

Resolution to accept the resignation of Kevin O'Connell, as a board member, of the McDonald Local School District, effective at the end of the day on November 21, 2016. We thank Mr. O'Connell for his dedication and service to the McDonald Local School District and we wish him well in all his future endeavors.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Harvey moved and Mrs. Klase seconded

Yeas: Harvey, Klase, Hannon, Saganich

Nays: None

President declared motion carried

Res. 16-249 NOMINATION FOR PRESIDENT

President Pro tem requests nominations from the floor, they require no second. Once a nomination is made, a request for further nominations is made; if none, a motion to close is in order.

John Saganich was nominated by Thomas Hannon

No further nominations made

6091

Mr. Hannon moved and Mrs. Harvey seconded to close nominations for President.

Yeas: Hannon, Harvey, Klase, Saganich
Nays: None
President declared nominations closed

To elect John Saganich as President:

Yeas: Hannon, Harvey, Klase, Saganich
Nays: None

Mr. Saganich was declared President

Res. 16-250 NOMINATION FOR VICE PRESIDENT

Jody Klase was nominated by Mrs. Harvey

No further nominations made

Mrs. Harvey moved and Mrs. Klase seconded to close nominations for Vice President.

Yeas: Harvey, Klase, Hannon, Saganich
Nays: None
President declared nominations closed

To elect Jody Klase as Vice President

Yeas: Harvey, Hannon, Saganich, Klase
Nays: None

Mrs. Klase was nominated Vice President

6092

B. Finance Committee – Thomas Hannon, Chairperson

Res. 16-251 TREASURER'S FINANCIAL REPORT

- Treasurer's Financial Report: October 2016
- a. Check Register
 - b. Financial Summary
 - c. Bank Reconciliation

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich
Nays: None
President declared motion carried

Res. 16-252 COOPERATIVE PURCHASING PROGRAM

Resolution to join the State of Ohio Cooperative Purchasing Program for the 2016-2017 school year, at the cost of \$100.00.

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich
Nays: None
President declared motion carried

C. Personnel Committee – John Saganich, Chairperson

Res. 16-253 MEMORANDUM OF UNDERSTANDING

Resolution to approve a Memorandum of Understanding between the Board of Education and the Ohio Association of Public School Employees (OAPSE) regarding overtime. (See Exhibit A)

6093

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded
Yeas: Saganich, Klase, Hannon, Harvey
Nays: None
President declared motion carried

Res. 16-254 TCTC REPRESENTATIVE

Resolution to appoint Thomas Hart as TCTC Representative for the McDonald Local School District for a three (3) year term, 1/1/17 through 12/31/19.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded
Yeas: Saganich, Klase, Hannon, Harvey
Nays: None
President declared motion carried

Res.16-255 CLASSIFIED BACK PAY

Resolution to approve back pay to Mary Kay Skufca in the amount of \$7,741.55 for additional hours worked. (See Exhibit B)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded
Yeas: Saganich, Klase, Hannon, Harvey
Nays: None
President declared motion carried

Res. 16-256 CLASSIFIED SUBSTITUTE

Resolution to hire Cheri Baker as a substitute bus driver for the 2016-2017 school year on a one (1) year limited contract, upon State certification.

6094

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded

Yeas: Saganich, Klase, Hannon, Harvey

Nays: None

President declared motion carried

Res. 16-257 SUPPLEMENTAL CONTRACTS – 2016/17

Resolution to hire the following personnel on supplemental contracts for the 2016-2017 school year:

Louis Domitrovich – Boys Head Track Coach, \$3,776; and

Mary Domitrovich – Girls Head Track Coach, \$3,776.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded

Yeas: Saganich, Klase, Hannon, Harvey

Nays: None

President declared motion carried

Res. 16-258 END OF COURSE EXAMS INSTRUCTION

Resolution to approve the following personnel as instructors for end of the course exams intervention, 1.5 hours per day, at the rate of \$20.50 per hour:

Brian Backur

Renee Ifft

Danielle DeChellis

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded

Yeas: Saganich, Klase, Hannon, Harvey

Nays: None

President declared motion carried

6095

Res. 16-259 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave, as follows:

Cathy Woods – Write IEP's, Roosevelt Elementary, 11/1/16, substitute \$80;

Emily Brown – All Ohio Counselors Conference, Columbus, 11/3/16, registration and mileage \$290;

John Anthony – SLO Committee Review, MHS, 11/7/16, substitute \$80;

Louis Domitrovich – SLO Committee Review, MHS, 11/7/16, substitute \$80;

Beverly Simpson – Business 2020, YSU, 11/9/16, \$0;

Emily Brown – PBIS Training, Canfield, 11/10/16, 1/19 and 3/16/17, \$0;

Amy Dolsak – PBIS Training, Canfield, 11/10/16, 1/19 and 3/16/17, substitute \$80;

Allyson Thompson – PBIS Training, Canfield, 11/10/16, 1/19 and 3/16/17, substitute \$80;

Patrice Simmons – PBIS Training, Canfield, 11/10/16, 1/19 and 3/16/17, substitute \$80;

Kellie Bundy – PBIS Training, Canfield, 11/10/16, 1/19 and 3/16/17, substitute \$80;

Jody Conway – Veteran's Breakfast, MHS, 11/11/16, substitute 40;

Danica Ronghi – Rock & Roll Hall of Fame, Cleveland, 11/16/16, substitute \$80;

Dana Lariccia – Rock & Roll Hall of Fame, Cleveland, 11/16/16, substitute \$80;

Anthony Napolitano – Rock & Roll Hall of Fame, Cleveland, 11/16/16, substitute \$80;

John Anthony – Rock & Roll Hall of Fame, Cleveland, 11/16/16, substitute \$80;

Anthony Napolitano – Crisis Management Training, Niles, 11/18/16, \$40;

Josh Krumpak – Crisis Management Training, Niles, 11/18/16, substitute \$40;

6096

Jody Conway Crisis Management Training, Niles, 11/18/16, substitute \$40;

Brian Backur – YSU Crash Day, YSU, 11/18/16, substitute \$80;

Pam Ross – YSU Crash Day, YSU, 11/18/16, substitute \$80;

Shannon Averell – Crash Day, YSU, 11/18/16, substitute \$80;

Dan Williams – Trumbull County Coaches Recruiting Day, Warren, 11/18/16, substitute \$80;

Brian Backur – Hall of Fame Field Trip, Canton, 12/6/16, substitute \$80;

Samantha Rozzo – Hall of Fame Field Trip, Canton, 12/6/16, substitute \$80;

Shannon Averell – STEM Day at the Phantoms, Youngstown, 12/8/16, substitute \$80;

Anthony Napolitano – Alternate Assessment, Niles, 12/8/16, substitute \$80;

Jody Conway – Alternate Assessment, Niles, 12/8/16, substitute \$80;

Dana Lariccia – Alternate Assessment, Niles, 12/8/16, substitute \$80; and

Shannon Averell – YSU Professional Day, YSU, 1/6/17, substitute \$80.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Klase seconded

Yeas: Saganich, Klase, Hannon, Harvey

Nays: None

President declared motion carried

D. Program/Policy Committee – Jody Klase, Chairperson

Res. 16-260 POLICIES

Resolution to approve the first reading of the following policies:

6097

AC - NONDISCRIMINATION

ACA – RECODED AS ACA/ACAA –
NONDISCRIMINATION ON THE BASIS OF SEX

NONDISCRIMINATION ON THE BASIS OF SEX – SEXUAL
HARASSMENT

ACA-R/ACAA-R – NONDISCRIMINATION ON THE BASIS OF
SEX/SEXUAL HARASSMENT – GRIEVANCE PROCEDURES

IIBH – DISTRICT WEBSITES

JEC – SCHOOL ADMISSION

JECA – ADMISSION OF HOMELESS STUDENTS

JECA-R – ADMISSION OF HOMELESS STUDENTS (ENROLLMENT
DISPUTE RESOLUTION PROCESS

JFCF – HAZING AND BULLYING (HARASSMENT, INTIMIDATION
AND DATING VIOLENCE)

JFCF-R – HAZING AND BULLYING (HARASSMENT, INTIMIDATION
AND DATING VIOLENCE)

JFG – INTERROGATIONS AND SEARCHES

JFG-R – INTERROGATIONS AND SEARCHES

JHCB – IMMUNIZATIONS

JO – STUDENT RECORDS

JO-R – STUDENT RECORDS

Upon the recommendation of the district superintendent I call for a motion to approve the
above resolution.

6098

Mrs. Klase moved and Mrs. Harvey seconded
Yeas: Klase, Harvey, Hannon, Saganich
Nays: None
President declared motion carried

Res. 16-261 ALUMNI GAME

Resolution to approve the use of the McDonald High School gymnasium for the Girls Basketball Alumni game on Saturday, January 7, 2017, at 11:00 a.m.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Harvey seconded
Yeas: Klase, Harvey, Hannon, Saganich
Nays: None
President declared motion carried

E. Buildings and Grounds/Operations Committee –
Catherine Harvey, Chairperson

Res. 16-262 AUDITORIUM LIGHTING UPDATE PROJECT

Resolution to accept the bid from Perovsek Engineering, Inc., in the amount of \$69,100, for the auditorium lighting update project. (See Exhibit C)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Harvey moved and Mrs. Klase seconded
Yeas: Harvey, Klase, Hannon, Saganich
Nays: None
President declared motion carried

Res. 16-263 LAND CONTRACT RESOLUTION

Resolution to authorize and approve the Agreement of Purchase and Sale by and between The First Baptist Church of McDonald, Ohio, and the Board of Education of the McDonald Local School District. (See Exhibit D)

6099

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Harvey moved and Mrs. Klase seconded

Yeas: Harvey, Klase, Hannon, Saganich

Nays: None

President declared motion carried

ITEMS FOR DISCUSSION

Date for Organizational Meeting – January 11, 2017 at 7:00 p.m.

**Date and Time for Regular Board Meetings – 2017
3rd Wednesdays of each month at 7:00 p.m.**

Res. 16-264 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Harvey moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 8:42 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. 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.

6100

- 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: Harvey, Klase, Hannon, Saganich
Nays: None
President declared motion carried

Res. 16-265 ADJOURN EXECUTIVE SESSION

Mr. Hannon moved and Mrs. Klase seconded to adjourn the executive session and return to the Regular meeting at 9:41p.m.

Yeas: Hannon, Klase, Harvey, Saganich
Nays: Nays
President declared motion carried

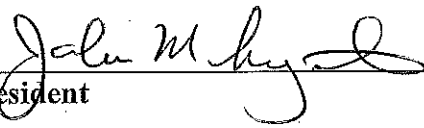
Res. 16-266 ADJOURNMENT

Mr. Hannon moved and Mrs. Klase seconded to adjourn the Regular meeting at 9:41 p.m.

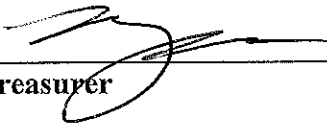
Yeas: Hannon, Klase, Harvey, Saganich
Nays: None
President declared motion carried

6101

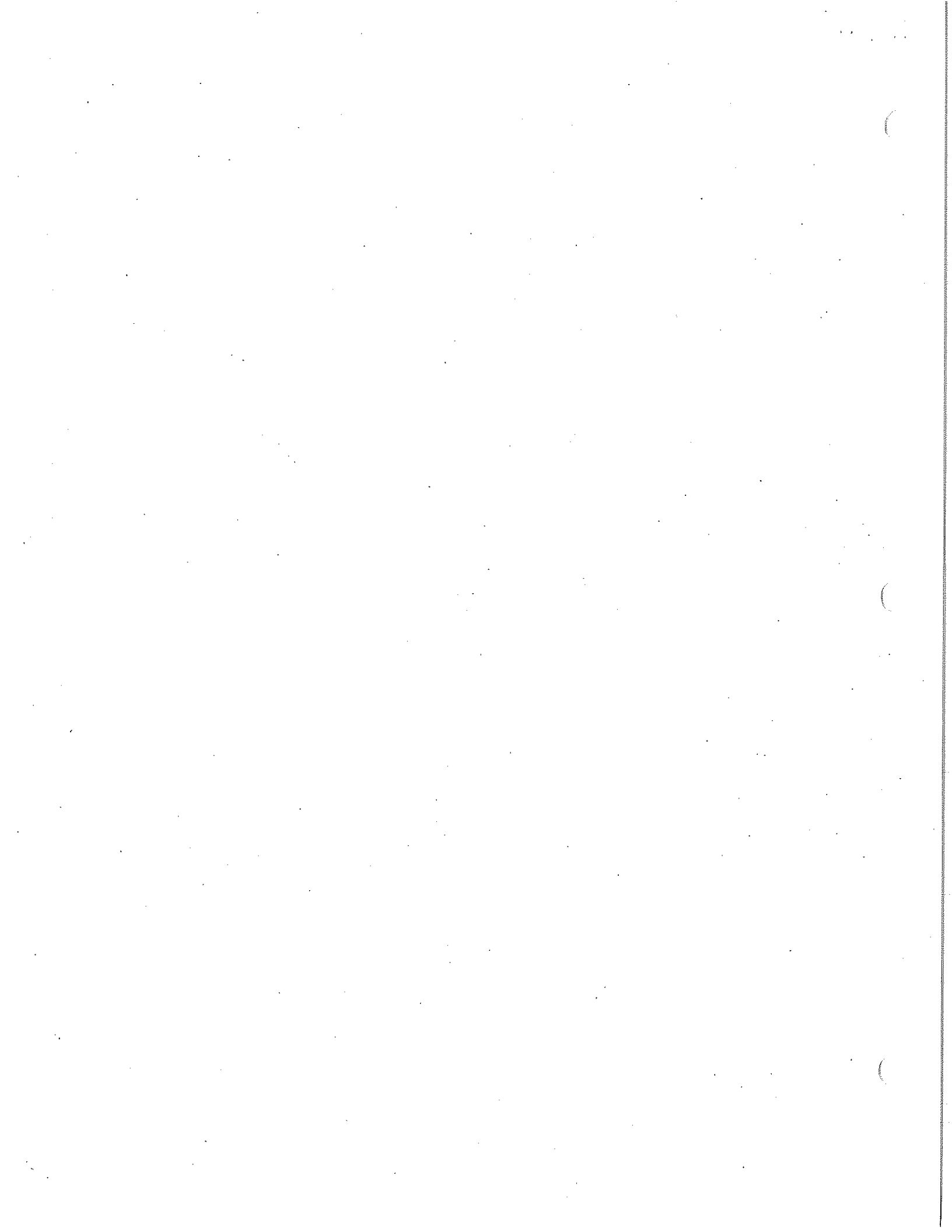
ATTEST:



President



Treasurer



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is entered into by and between the Board of Education (the "Board") of the McDonald Local School District (the "District") and the Ohio Association of Public School Employees/AFSCME/Local #4/ AFL-CIO and its Local #662 ("OAPSE").

WHEARAS, the parties agree that it is desirous whenever possible to offer hours for substitute work to current employees;

WHEREAS, OAPSE acknowledges that the Board has a responsibility to the District to limit the amount of overtime pay to the extent reasonably practicable;

WHEARAS, Section C, ARTICLE XVI of the Master Agreement between the McDonald Local School District and the Ohio Association of Public School Employees /AFSCME/Local #4/AFL-CIO and its Local #662, effective September 1, 2016 through August 31, 2019 (the "Agreement"), currently provides that an employee qualifies for overtime pay for time worked beyond eight hours in any day as well as 40 hours in any week;

WHEREAS, the parties acknowledge that the requirement to pay overtime pay for time worked beyond eight hours in any day could have the effect of reducing an employee's opportunity to work additional hours; and

WHEREAS, the parties agree that it would be beneficial to provide employees the opportunity to work additional hours while satisfying the Board's obligation to limit the amount of overtime pay to the extent reasonably practicable;

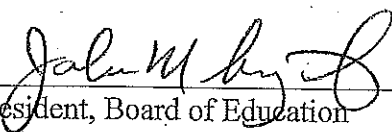
BE IT RESOLVED, that Section C, ARTICLE XVI of the Agreement is hereby amended to read in its entirety as follows:

"The Board shall pay for overtime worked and approved by his or her immediate supervisor or the superintendent at the rate of time and one-half for all hours over forty hours in any week. An employee's regular schedule may not be altered without the employee's consent to avoid the payment of overtime. For example, a custodian fills in for a bus trip working 10 hours in one day but leaves early two hours a different day, no overtime will be paid as long as forty work hours were not exceeded in the week."


IN WITNESS WHEREOF, the parties have adopted and executed this Memorandum of

Understanding this 21 day of November, 2016.

FOR THE BOARD:

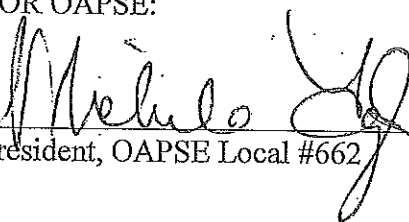


President, Board of Education



Superintendent

FOR OAPSE:



President, OAPSE Local #662



McDonald Local Schools



Robert Rostan
Superintendent

600 Iowa Avenue McDonald, OH 44437 Phone: 330-530-8051 Fax: 330-530-7041

William A. Johnson
Treasurer

To: Mary Kay Skufca
From: Robert A. Rostan *RR*
Re: Payroll Settlement

October 11, 2016

A review of your timesheets since 2001 indicates that you have not received payment for five days in each year since you assumed your current position as secretary of Roosevelt Elementary School. We have calculated your missed compensation based on the salary rate for each respective year and determined that you are owed a total of \$7,741.55 (see attached).

This payment will be presented to the Board of Education at the meeting of November 21 for approval and will appear along with your regular paycheck on November 22.

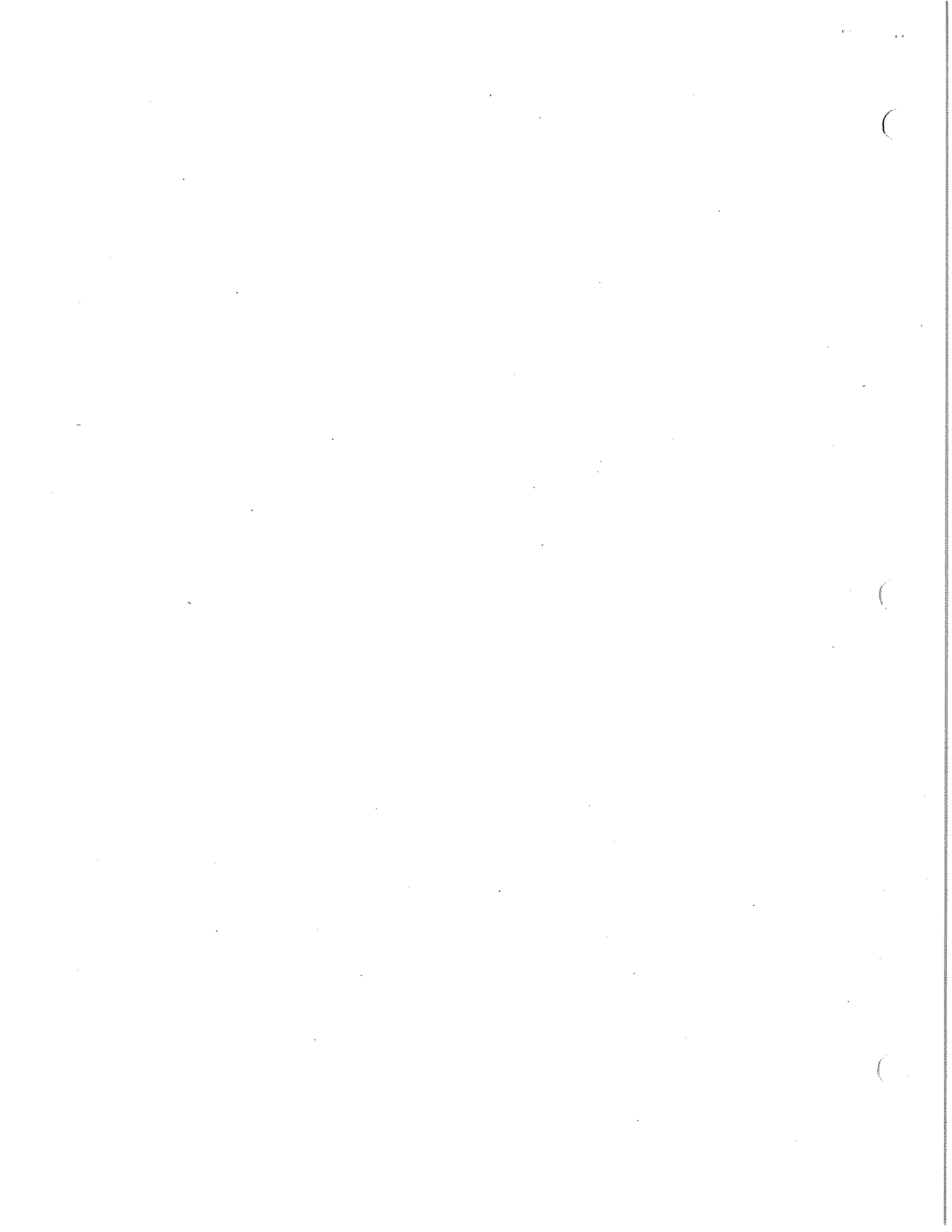
I acknowledge this payment of \$7,741.55 will fully compensate me for those unpaid days from 2001 through June, 2016.

Mary Kay Skufca

Mary Kay Skufca

10-11-16

Date



MCDONALD LOCAL SCHOOL DISTRICT
BID FORM

Project: Auditorium Lighting Update Project ("Project")

Having read and examined the bidding documents, Project specifications, and contract documents prepared for the Project, the undersigned Bidder makes the following offer to perform all work for the applicable Project for the McDonald Local School District Board of Education ("Board"), in accordance with the bidding documents, Project specifications, and contract documents, for the following sum:

\$69,100 .00

Sum in words: Sixty-Nine Thousand One Hundred and 00/100 Dollars.

Number of calendar days from the date of the award of the contract required to deliver the completed Project to the Board: 21

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the bidding documents, Project specifications, and contract documents prepared for the Project and agrees to comply with all requirements contained therein, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the standards and specifications set forth in the Project specifications and contract documents prepared for the Project.
3. The Bidder acknowledges that all work shall be completed in the contract time, and that each applicable portion of the work shall be completed upon the respective milestones, unless an extension of time is granted in accordance with the contract documents. The Bidder understands that the award of separate contracts for the Project may require sequential, coordinated, and interrelated operations which may involve interference, disruption, hindrance, or delay in the progress of the work. The Bidder agrees that the contract sum shall not be increased for interference, disruption, hindrance, or delay caused by or between contractors or their agents and employees and that Bidder shall seek damages directly from those contractors responsible therefor. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and that the Bidder's sole remedy from the Board for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the contract documents.

4. The Bidder has no outstanding questions regarding the interpretation or clarification of the contract documents.
5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the base bid, any unit prices, and any alternate bid in the Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such base bid, unit prices, or alternate bid with any other Bidder; (b) unless otherwise required by law, the base bid, any unit prices, and any alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the base bid, unit prices, or alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other person to submit or not to submit a Bid for the purpose of restricting competition.
6. The Bidder shall execute the contract with the Board, if a contract is awarded on the basis of this Bid, and if the Bidder does not execute the contract for any reason, other than as authorized by law, the Bidder and the Bidder's surety are liable to the Board as provided in the Ohio Revised Code.
7. The Bidder certifies that, upon the execution of the contract, the Bidder shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program throughout the entire Project in accordance with Ohio Revised Code.
8. The Bidder agrees to furnish any information requested by the Board of Education to evaluate the responsibility of the Bidder.
9. The Bidder represents that the Bidder is not subject to a finding for recovery under O.R.C. §9.24, or that Bidder has taken the appropriate remedial steps required under O.R.C. §9.24, or otherwise qualifies under this section.
10. The Bidder acknowledges that, by signing the Bid Form below, it is signing the actual Bid, and when submitted as a part of its bid package(s), shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.

The Bid Form shall contain the name of every individual interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner, or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner, or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form. All signatures must be original.

BIDDER SIGNATURE AND INFORMATION

BIDDER'S NAME (PRINT): Perovsek Engineering, Inc.

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made effective the 21st day of November, 2016, by and between The First Baptist Church of McDonald, Ohio, an Ohio not-for-profit corporation (the "Seller"), and The Board of Education of the McDonald Local School District, a public school district and political subdivision of the State of Ohio (the "Purchaser").

WHEREAS, the Seller is the owner of an approximately 36.6 acre tract of real property located in the State of Ohio and identified as Trumbull County Tax Parcel ID No. 26-128633, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Seller has determined to sell the Property to the Purchaser and the Purchaser has determined to buy the Property from the Seller on the terms and conditions set forth herein;

NOW, THEREFORE, the Purchaser and the Seller agree as follows:

WITNESSETH:

1. Recitals. The recitals are hereby incorporated by reference as though fully set forth and rewritten herein, and the affirmative statements made in the recitals are hereby ratified and confirmed.
2. Property. The Purchaser agrees to buy and the Seller agrees to sell, for the consideration provided for in Section 3 and upon the terms and subject to the conditions set forth in this Agreement, the Property together with all structures, fixtures and improvements thereon and all easements, rights, privileges, hereditaments and appurtenances belonging thereunto.
3. Consideration for Sale. Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00) is payable to the Seller as the purchase price for the Property, and the purchase price shall be paid by the Purchaser at the Closing.
4. Due Diligence. Purchaser shall have a period of ninety (90) days after the date of this Agreement to obtain approvals of such governmental and quasi-governmental authorities and to conduct and obtain such tests, surveys, studies, reports and inspections in order to determine in its reasonable discretion if the Property is suitable for the Purchaser's acquisition (the "Due Diligence Period"). The cost of obtaining such approvals and of conducting and obtaining such tests, surveys, studies, reports and inspections and in determining the suitability of the Property shall be the sole responsibility of the Purchaser. The Seller shall provide to the Purchaser reasonable access to the Property so that the Purchaser may conduct its due diligence. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to the Purchaser, then the Purchaser shall deliver written notice to the Seller, and Seller, at its sole option, may remedy the condition that the Purchaser has objected to. In the event that the Seller is unwilling or unable to cure any objection made by the Purchaser within forty five (45) days after receipt of the Purchaser's notice, the Purchaser may, by written notice to the Seller, either (i) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (ii) waive such condition and proceed to purchase the Property. If the Purchaser has not notified the Seller of any unacceptable condition during the Due Diligence Period, then any such condition shall be deemed to be waived by the Purchaser. The Purchaser must restore the Property to substantially its original condition after the tests, surveys, studies and inspections are conducted.

5. Title Company and Escrow Agent. American Land Title Agency, Inc., with an address of 815 Youngstown-Warren Road, Ste. 2, Niles, Ohio 44446, is hereby designated as the Title Company and escrow agent in connection with this transaction.

6. Status of Title to Property. The Purchaser shall, at its sole cost and expense, procure a title commitment for the Property prepared by the Title Company. The Purchaser shall notify the Seller of its objection to any matter shown in the commitment not later than the expiration of the Due Diligence Period. If the Seller is unable or unwilling to remove any such objections prior to the Closing, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as the Seller is able to convey without abatement of the purchase price. If Purchaser has not notified the Seller of any objections during the Due Diligence Period, then any such condition shall be deemed to be waived by Purchaser.

At the Closing, the Seller shall furnish the Purchaser and the Title Company with a seller's affidavit as to mechanic's and materialmen's liens, persons in possession of the Property, and similar title matters required by the Title Company as a condition of its deletion of the standard printed general exceptions from the title policy. The Purchaser shall update the title commitment for the Property to the date of Closing. If such update shows any exceptions not previously shown on the title commitment, then the Purchaser shall have the right to object to any such additional exception. If the Purchaser does so object to such additional exception, then the Seller shall either (a) cure or remove the additional exception prior to Closing or (b) notify the Purchaser that the Seller is unable or unwilling to cure or remove the exception. If the Seller notifies the Purchaser that the Seller is unwilling or unable to remove such additional exceptions, or if the Seller otherwise fails to cure such additional exceptions prior to the Closing, then the Purchaser may either terminate this Agreement or waive the title objection and proceed with the Closing on the purchase of the Property.

7. Property Condition. Within ten (10) days following the date of this Agreement, Seller shall deliver to Purchaser, at no cost to Purchaser, such of the following as are in the possession of Seller related to the Property: surveys, contracts, leases, title policies, waste disposal records, permit records, traffic studies, engineering tests and studies, and environmental reports (including without limitation documents relating to soils, ground water, underground tanks, subsurface conditions, correspondence from or with governmental authorities relating to environmental matters, asbestos, hazardous substances, environmental conditions, and other information concerning the environmental condition on or about the Property), in each case to the extent not previously delivered by the Seller to the Purchaser.

8. Taxes, Assessments and Utilities. Seller shall promptly pay when due all real property taxes on the Property for all years prior to the year of Closing. Real property taxes shall be prorated at Closing based on the net general taxes for the current year, if known, otherwise on the basis of the net general taxes for the preceding year at the rate of one hundred percent (100%) thereof, and re-prorated upon receipt of the current year invoice. Seller shall pay at Closing the full amount of all special assessments affecting the Property then due and payable as of Closing. The Seller will pay utility charges relating to the Property up to, but not including, the date of the Closing.

9. Closing. The closing for the purchase and sale of the Property shall be completed not later than one hundred fifty (150) days following the date of this Agreement or on such earlier date as both parties agree (the "Closing"). The Seller shall, at the Closing, convey title to the Property to the Purchaser by general warranty deed and without reservation of mineral rights. The Purchaser shall be responsible for and shall assume all expenses, costs, fees and premiums, including but not limited to any updates to the title commitment, Closing costs, costs of recording the deed and costs of the Title Company.

10. Deliveries at Closing.

A. At Closing, the Seller shall deliver the following documents and instruments: (1) the Seller's duly signed general warranty deed conveying the Property to the Purchaser; (2) written verification of the Seller's authority to enter into this Agreement and to Close and consummate the transaction contemplated by this Agreement; and (3) such items and documents as may be necessary for the Title Company to complete the Closing.

B. At Closing, the Purchaser shall deliver the following documents and instruments: (1) the purchase price and all other costs listed in this Agreement to be paid by Purchaser; (2) written verification of Purchaser's authority to enter into this Agreement and to Close and consummate the transaction contemplated by this Agreement; and (3) such items and documents as may be necessary for the Title Company to complete the Closing.

11. Survey and Legal Description/Lot Split. The Purchaser shall secure at its expense any necessary survey, legal description and lot split approvals for the conveyance of the Property. In the event that the Purchaser is unable to secure the necessary approvals as required by this Section by the timeline for the Closing set forth in Section 9 herein, then the Purchaser may terminate this Agreement unless the timeline for the Closing is extended by mutual agreement of the parties.

12. Notices. Notices required or permitted hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Seller and the Purchaser at the following addresses:

To the Purchaser: McDonald Local School District
600 Iowa Avenue
McDonald, Ohio 44437
Attention: William A. Johnson, Treasurer

With a copy to: Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
Attention: Matthew L. Sagone, Esq.

To the Seller : The First Baptist Church of McDonald, Ohio
602 Illinois Avenue
McDonald, Ohio 44437
Attention: Jonathan P. Setser, Trustee.

13. Entire Agreement. All understandings and agreements made heretofore between the Seller and the Purchaser are merged into this Agreement, including the Exhibit hereto, which fully and completely expresses the agreement between the parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the parties.

14. Broker. The parties hereby represent to one another that neither of them has dealt with any real estate brokers. The parties hereby agree to be responsible for claims made by any real estate broker, agent or finder who brought about and/or participated in the sale and purchase of the Property on its behalf.

15. Default.

A. If the Seller fails to proceed to Closing by reason of default, Purchaser shall have the right to terminate this Agreement by notifying the Seller of such termination and to pursue additional remedies at law or equity that may be available to the Purchaser.

B. If Purchaser fails to proceed to Closing by reason of default, the Seller shall have the right to terminate this Agreement by notifying Purchaser of such termination and to pursue additional remedies at law or equity that may be available to the Seller.

16. Benefit. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

17. Law. This Agreement shall be governed by the laws of the State of Ohio. Any legal proceedings related to this Agreement shall be brought in the Court of Common Pleas of Trumbull County, Ohio.

IN WITNESS WHEREOF, the parties on the date hereinabove set forth have signed this Agreement of Purchase and Sale in duplicate, intending that each be deemed an original.

**BOARD OF EDUCATION OF THE
MCDONALD LOCAL SCHOOL
DISTRICT, OHIO**

**THE FIRST BAPTIST CHURCH OF
MCDONALD, OHIO**

By: _____
_____, President

By: _____
Jonathan P. Setser, Trustee

By: _____
William A. Johnson, Treasurer

Certificate

The undersigned, Treasurer of the Board of Education of the McDonald Local School District, Ohio, certifies that the money required to meet the obligations of the Board under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: November 21, 2016

Treasurer, Board of Education
McDonald Local School District, Ohio

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Situated in the Village of McDonald, County of Trumbull and State of Ohio and known as Lot No. 2 of the First Baptist Church of McDonald Plat No. 1, as recorded in Volume 50, Page 76 and re-recorded in Volume 55, Page 55 of the Trumbull County Book of Maps.