

6667

**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
THURSDAY, FEBRUARY 16, 2023 – 6:00 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Board Meeting on Thursday, February 16, 2023, at 6:00 p.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 6:00 p.m. by President John Saganich. Treasurer Megan Titus called the roll:

Roll Call:

Members Present: Joseph Cappuzzello, Jody Klase, Jessica Krumpak  
Donna Shields, John Saganich

“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. 23-26** Approve agenda for Regular Meeting of February 16, 2023

Mr. Cappuzzello moved and Mrs. Shields Seconded  
Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-27** Approval of Board Minutes:

Organizational Meeting – January 11, 2023

Mr. Cappuzzello moved and Mrs. Shields Seconded  
Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich  
Nays: None  
President declared motion carried

6668

**Res. 23-28**    Approval of Board Minutes:

Regular Meeting – January 11, 2023

Mr. Cappuzzello moved and Mrs. Shields Seconded  
Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich  
Nays: None  
President declared motion carried

Recognition of Visitors / Audience Participation:

Thomas Hannon – New Stadium Facilities

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

New Business:

A.    Program/Policy Committee – Jessica Krumpak, Chairperson

**Res. 23-29**    MEA – MEMORANDUM OF UNDERSTANDING (MOU)

Resolution to approve the Memorandum of Understanding between the McDonald Local School District Board of Education and the McDonald Education Association. This MOU is to clarify the process to establish an additional supplemental position. (See Exhibit A)

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

Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

6669

**Res. 23-30**    POLICY – SECOND READING

Resolution to approve the second reading of the following policies to revise, add, remove, rescind, or other:

- JFE            STUDENT PREGNANCY AND RELATED CONDITIONS
- KKA            RECRUITERS IN THE SCHOOLS
- GBCB          STAFF CONDUCT
- KGB            PUBLIC CONDUCT ON DISTRICT PROPERTY

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

Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

**Res. 23-31**    POLICY – TEMPORARY APPROVAL – FIRST READING

Resolution to temporarily approve the revision of the policy noted below effective immediately. This temporary approval is permitted based upon current Board Policy BF.

- ACAA            SEXUAL HARASSMENT

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

Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

# 6670

**Res. 23-32**     SCHOOL CALENDAR – 2023/2024

Resolution to approve the school calendar for the 2023/2024 school year. (See Exhibit B)

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

      Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
      President declared motion carried

**Res. 23-33**     OHSAA MEMBERSHIP

Resolution to renew the Ohio High School Athletic Association (OHSAA) membership for the 2023/2024 school year.

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

      Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
      President declared motion carried

**Res. 23-34**     MCDONALD HIGH SCHOOL WASHINGTON D.C. FIELDTRIP

Resolution to approve the McDonald High School Washington D.C. fieldtrip from April 30, 2023 through May 2, 2023. (See Exhibit C)

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

      Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
      President declared motion carried

6671

**Res. 23-35**     NEOMIN INTERNET SERVICE CONTRACT

Resolution to approve the five (5) year Internet Service Contract between NEOMIN and McDonald Local Schools, effective July 1, 2023 through June 30, 2028. This is for Internet Access service, at the annual cost of \$26,244.00. (See Exhibit D)

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

Mrs. Krumpak moved and Mrs. Klase seconded  
Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

B.     Finance Committee – Jody Klase, Chairperson

**Res. 23-36**     TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: January, 2023

- 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.

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

# 6672

**Res. 23-37**    DONATIONS

Resolution to accept the following donations:

<b>DONOR</b>	<b>AMOUNT</b>	<b>FUND</b>	<b>PURPOSE</b>
McDonald Sideliners	\$2,000	007-9907	McDonald Sideliners Scholarship fund donation.
Thomas Jamieson	\$2,000	200-9088	Donation to the Golf Team to purchase team golf bags.
Ron Bokan	\$260	007-9910	Donation to the Golf Scholarship fund.
State Farm	n/a	n/a	Donation of 20 Dell mini-PCs, 5 Dell laptops, and 25 computer mice. This was a donation program that the District applied for (condition of equipment is a combination of used/refurbished).
Mr. DeZee	n/a	n/a	Donation of an iPad for school district use.

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

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

**Res. 23-38**    BUDGET COMMISSION/ACCEPTANCE OF AMOUNTS & RATES FOR CALENDAR YEAR 2023

Resolution to approve and accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the county auditor. (See Exhibit E)

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

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

C. Personnel Committee – Donna Shields, Chairperson

**Res. 23-39** HIGH SCHOOL PRINCIPAL CONTRACT

Resolution to approve the contract of Gary Carkido, as McDoanld High School Principal, for a two (2) year term beginning on August 1, 2024 and ending July 31, 2026. (See Exhibit F)

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-40** ELEMENTARY PRINCIPAL CONTRACT

Resolution to approve the contract of Eric Jones, as Roosevelt Elementary Principal, for a two (2) year term beginning on August 1, 2024 and ending July 31, 2026. (See Exhibit G)

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-41** ELEMENTARY TITLE 1 TUTOR

Resolution to hire Jill Kyees on a one (1) year limited contract, as an Elementary Title 1 Tutor, effective February 17, 2023 for the remainder of the 2022-2023 school year, pending BCII and FBI background checks. The rate of pay will be \$20.00 per hour, not to exceed 28.75 hours per week.

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

**6674**

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-42**    ELEMENTARY INTERVENTION

Resolution to approve the following personnel as tutors for elementary reading and math for students in grades K-3, from approximately February to April 2023. Compensation will be for 1 ½ hours per session at \$23.00 per hour, based on the MEA collective bargaining agreement. Compensation will be paid using ARP Learning Loss federal funding.

Lauren DeChellis  
Mathew Vukovic

Andrea Mason  
Ryan Witkoski

Elaine Rupe

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-43**    SUBSTITUTE TEACHERS

Resolution to approve the employment of the following personnel as substitute teachers for the McDonald Local School District, for the 2022-2023 school year, pending BCII and FBI background checks:

Julie Malone Noble

Randy Riccitelli

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried



**Res. 23-44**     SUPPLEMENTAL CONTRACT 2022-2023

Resolution to approve a one (1) year supplemental contract for the school year 2022/2023 for Megan Bryant, in the position of Elementary Music Program Advisor, pending BCII and FBI background checks. Supplemental is equal to \$1,202.00 paid each semester, for a total payment of \$2,404 (per the MEA Collective Bargaining Agreement).

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-45**     SUPPLEMENTAL CONTRACTS 2023-2024

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2023/2024, pending BCII and FBI background checks, as well as ODE Pupil Activity Permit:

Mary Domitrovich – Tennis Coach	\$6,162.00
Robin Kapalko – Girls Head Cross Country Coach	\$6,162.00
Mike Klockner – Head Varsity Volleyball Coach	\$6,162.00

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

Mrs. Shields moved and Mrs. Krumpak seconded  
Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich  
Nays: None  
President declared motion carried

6676

Res. 23-46 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Shields seconded, that the McDonald Local Board of Education go into Executive Session at 6:58 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.
- 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 School District 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) **A2 and C**, as listed above.

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Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich  
Nays: None  
President declared motion carried

**Res. 23-47**    ADJOURN EXECUTIVE SESSION

Mrs. Klase moved and Mrs. Shields seconded to adjourn executive session and return to the regular board meeting at 8:05 p.m.

Yeas: Klase, Shields, Krumpak, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

**Res. 23-48**    ADJOURNMENT

Mrs. Klase moved and Mrs. Shields seconded to adjourn the regular board meeting at 8:05 p.m.

Yeas: Klase, Shields, Krumpak, Cappuzzello, Saganich  
Nays: None  
President declared motion carried

**ATTEST:**

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
TREASURER



MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
WEDNESDAY, FEBRUARY 16, 2023 – 6:00 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437

Visitors, please register.

1. . *Sumner*
2. *TOM HANNOK*
- 3.
- 4.
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**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**MCDONALD LOCAL SCHOOL**  
**DISTRICT BOARD OF EDUCATION**  
**And The**  
**MCDONALD EDUCATION ASSOCIATION**

This Memorandum of Understanding (hereinafter “the Memorandum”) is made and entered into by and between the McDonald Local School District Board of Education (hereinafter “the Board”) and the McDonald Education Association (hereinafter “the Association”).

WHEREAS, the Board and the Association are parties to a Negotiated Agreement having a term of September 1, 2022, through August 31, 2025 (“the Agreement”); and,

WHEREAS, the Parties wish to amend the Agreement to include a process for adding assistant coaches.

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1: The Parties hereby amend Article XIX(E) to add a subparagraph (4) as follows:

ARTICLE XIX - SCHEDULED SALARIES

\* \* \*

E. Extra-Curricular Activities:

\* \* \*

4. Coaches

In a contract year in which an athletic head coach requests the addition of assistant coach(es) to his/her staff following that Board determination, the following procedure will be followed:

- a. The head coach makes such a request, in writing, to the Athletic Director.
- b. The Athletic Director shall communicate such a request to the Principal.
- c. The Principal shall convene a review committee consisting of the Principal, the Athletic Director, and a designated member of the Association.
- d. The review committee shall study the request to add an additional assistant coach(es).

- e. If the committee approves such a request by a majority vote, the committee will present their recommendation to the Superintendent.
- f. If the Superintendent is in agreement with the committee's recommendation, he shall present it to the Board for action on the additional assistant coaches for that season.
- g. The offered position shall be posted within one week of Board approval.
- h. The recommendation of the committee cannot increase any individual coach's salary beyond the negotiated percentage of the master contract.

\* \* \*

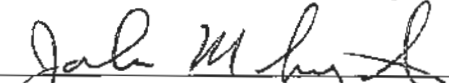
Section 2: In all other respects, the terms and conditions of the existing Agreement shall remain in full force and effect.

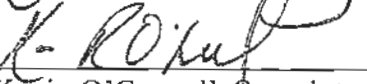
Section 3: By signing this Memorandum, the Board and the Association agree that this Memorandum is not precedent setting and shall not result in a past practice.

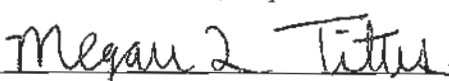
Section 4: This Memorandum shall be incorporated into the Parties' successor Negotiated Agreement.

This Memorandum of Understanding is hereby entered into this 16th day of February, 2023, by and between the following:

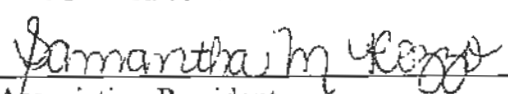
**MCDONALD LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION**

  
\_\_\_\_\_  
John M. Saganich, Board President

  
\_\_\_\_\_  
Kevin O'Connell, Superintendent

  
\_\_\_\_\_  
Megan Titus, Treasurer

**MCDONALD EDUCATION  
ASSOCIATION**

  
\_\_\_\_\_  
Samantha M. Keys  
Association President



## McDonald Local Schools 2023-2024 School Calendar

AUGUST '23				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER '23				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER '23				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER '23				
M	T	W	TH	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER '23				
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25	26	27	28	29

JANUARY '24				
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15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY '24				
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26	27	28	29	

MARCH '24				
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18	19	20	21	22
25	26	27	28	29

APRIL '24				
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY '24				
M	T	W	TH	F
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6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE '24				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- First and Last Day for Teachers
- First and Last Day for Students
- Vacation Day
- End of Nine-Week Grading Period
- NEOEA Day
- Waiver Day

**Grading Period:**  
 1st nine weeks    8/21 - 10/25/23  
 2nd nine weeks    10/26 - 1/19/24  
 3rd nine weeks    1/22 - 3/22/24  
 4th nine weeks    3/25 - 5/30/24

**\*Early Release on 1/19/2024**

**Parent/Teacher Conferences**  
 October 12  
 February 15

**Important Dates**

August 16-17	Teacher In-service
August 21	First Day of School
September 1	No School
September 4	Labor Day - No School
October 13	NEOEA Day - No School
Nov 22-Nov 27	Thanksgiving Vacation
Dec 18-Jan 2	Christmas Vacation
January 15	Martin Luther King Day
February 16	No School
February 19	President's Day
March 29-April 2	Easter Break
May 27	Memorial Day
May 25	Graduation Day
May 30	Last Day Students
May 31	Teacher In-service



## McDonald High School Washington D.C. April 30-May 2, 2023



- Roundtrip restroom equipped motorcoach transportation including driver gratuities
- Two nights lodging including all taxes at the Comfort Inn-Shady Grove, Gaithersburg, MD
- Seven (7) Meals Included: (2) Hot Breakfasts, (2) Lunches (3) Dinners
- Admissions: Medieval Times, Visit: Arlington Cemetery, Monument/Memorials
- Night Time Security
- Premier Tour & Travel Mgr. throughout your tour!
- Premier Tour & Travel will provide two bottles of water per person per day

### Registration and Payment Instructions

**The student cost of the trip is \$530.00 with students rooming in quads.**

- Go to [www.premiertourandtravel.com](http://www.premiertourandtravel.com)
- Click on the Registration/Online Payment table at the top of the home page
- Click on 23-115
- Enter password: bluedevils (all lowercase)
- Click on the registration button in the upper right-hand corner and register. Be prepared to make your initial deposit when you register to activate the trip protection.
  - Parents – when registering your child make sure you enter their name, not yours
  - **Payment Due Dates: Open now until October 31, 2022 \$125.00**
  - **Second payment due November 30, 2022 \$125.00**
  - **Third payment due January 30, 2023 \$125.00**
  - **Final payment February 28, 2023 Final Balance due**
- If purchasing Trip-Mate tour protection, the Enhanced coverage is the only one that may come into play with cancellation due to COVID concerns`.
- If you pay by credit card there is a 3% convenience fee
- If you pay by an ACH transfer from your bank the fee is waived.
  - Select your bank from a drop-down box
  - If your bank is not listed, please follow the instructions online
- They will deposit a small amount of change into your account. Once you confirm that took place, they will take the change back out as well as withdraw your deposit.



### Sunday, April 30, 2023

- 7:30 AM Two Motorcoaches arrive at McDonald Middle School for loading
- 8:00 AM Departure from McDonald Middle School
- 9:30 AM Rest stop at the Somerset Travel Plaza – PA Turnpike
- 12:45 PM Lunch on your own at the Premium Outlets, Hagerstown, MD
- 4:00 PM Medieval Times for 5:00 show
- 7:30 PM Jefferson, FDR, MLK and WWII
- 9:30 PM Approximate arrival at The Comfort Inn  
Private Security Provided Throughout the Night



### Monday, May 1, 2023

- 6:45 AM Breakfast included at the hotel
- 7:45 AM Depart for Mt Vernon
- 10:15 AM Arrive at Mount Vernon  
Timed tickets for Mansion Tour  
Smithsonian museums of Choice  
Lunch at food court (\$10.00 cash)  
Pentagon Memorial if open
- TBD Capitol Tour if available  
Holocaust if available
- 6:00 PM Dinner at Crystal City Sports Pub
- 7:30 PM Evening Monuments tour
- 10:00 PM Return to Hotel - Private Security Provided Throughout the Night (8 Hours)



### Tuesday, May 2 2023

- 7:00 AM Breakfast included at the hotel
- 8:00 AM Departure for Washington
- 9:00 AM National Archives (TBA)
- 10:00AM Visit to Arlington National Cemetery with Wreath Ceremony
- 12:30 PM Depart Arlington
- 12:45 PM Pentagon Mall Food Court \$10.00
- 2:00 PM Ford's Theatre
- 3:15 PM Rest Area, Myersville, MD
- 5:00 PM Dinner Stop \$10.00 included
- 9:00 PM Approx. return to McDonald, OH



\*Please note that as timed tickets and reservations are confirmed the schedule may shift as needed

**NEOMIN Internet Service Contract Number: NEO-IA-2023-MDLD-500M**

This agreement for Internet Access service ("Agreement"), effective 7/1/2023, is made BETWEEN:

NEOMIN - Northeast Ohio Management Information Network ("Provider"), whose main office is located at 528 Educational Highway, Warren, OH, and **McDonald Local Schools** (hereinafter known as "Customer" and collectively with Provider, the "Parties").

WHEREAS, Provider is a regional educational center organized by the State of Ohio pursuant to Section 3301.075 of the Ohio Revised Code to provide for the establishment of an Ohio educational computer network under procedures, guidelines, and specifications of the Department of Education, and;

WHEREAS, Customer is an educational entity in the State of Ohio, and;

WHEREAS, Provider wishes to provide Internet Access services (the "Service") to the Customer subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

*"Bandwidth"* shall mean a specific quantity of Internet capacity usually measured in Mbps ("MB").

*"Bandwidth Service Provider"* shall mean the vendor sub-contracted by the Provider to provide transport for the contracted Bandwidth.

*"Dedicated Internet Access Provider"* shall mean the vendor sub-contracted by the Provider to provide dedicated Internet access for the contracted Internet Access Service.

*"Internet"* shall mean the publicly available worldwide system of interconnected computer networks that uses agreed upon technical standards based on the Internet Protocol (IP).

*"Internet Access Service"* shall mean the Provider's basic conduit access to the Internet and for services that are an integral component part of basic conduit access.

*"Provider Network"* shall mean the broadband services network used by Provider to perform the Services.

*"Services"* shall mean all of the duties and ministrations pursuant to Section 2.

"Service Equipment" shall mean all Provider-owned equipment used to perform the Services.

"User" shall mean a school or person authorized by a school to make use of the Services purchased or secured by Customer from Provider by this Agreement.

## 2. THE SERVICES

In accordance with the provisions of this Agreement, Provider shall provide the Services as specified in Exhibit A and Schedule 1 for the Term of the Agreement.

Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

## 3. AGREEMENT TERM AND TERMINATION

This agreement shall be for the period beginning 7/1/2023 to 6/30/2028 ("Term"), subject to voluntary extensions. In the event that the Customer wishes to terminate the Service prior to the contract period end date, then Customer agrees to be responsible for the following charges:

- (a) The contracted annual amount in full for the balance of the current fiscal year (July 1 – June 30), less the amount already paid by Customer for such fiscal year.
- (b) Fifty percent (50%) for all remaining months and years of this Agreement.

The Services provided may be extended for up to 2 voluntary extension terms of 60 months each (each a "Renewal Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Renewal Term. Notwithstanding, the Customer may extend the Initial Term or any Renewal Term on a month-to-month basis, at Customer's sole option, to facilitate the transition of services.

## 4. CHARGES AND PAYMENTS

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement, regardless of whether: (1) Customer fails to appropriate sufficient funds; or (2) E-rate funding is approved and/or received. Charges for the Services provided under this Agreement will be billed to Customer on a semi-annual basis. Provider purchases transport through a third-party Bandwidth Service Provider. The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date on the Customer's invoice. Provider may, at its sole discretion, terminate or suspend the Services to any Customer

whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

## LEVEL OF SERVICE

Provider will provide the Service as specified in Schedule 1 for an Uptime of 24-hour-per-day, 7-day-per-week less the period during which the Service is not available due to one or more of the following events (collectively, "Excusable Downtime" which is specifically excluded from any Uptime calculation):

- (a) Scheduled or routine testing or maintenance of the Service or any portion thereof;
- (b) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors any other party gaining access to the Service by reason, directly or indirectly, of any act or omission by Customer;
- (c) A failure of the Internet and/or telecommunications networks;
- (d) Any actions taken by Provider believed to be reasonably necessary to preserve data of Customer or other Provider customer;
- (e) The occurrence of any event that is beyond Provider's reasonable control;
- (f) At Customer's direction, Provider restricting access to the Services;
- (g) A failure of Customer's data or systems to integrate with the Services.

If Provider fails to satisfy the Uptime Commitment stated above during a given year, then the Annual Charges for the following year shall be correspondingly reduced by the percentage of time that the Uptime commitment was not met for such preceding year, but under no circumstances shall such credit ever exceed the amount of annual fees otherwise then due. The forgoing credit shall be Customer's sole and exclusive remedy for Provider's failure to comply with its Uptime Commitment.

## 5. MAINTENANCE

Provider shall be responsible for the maintenance of the Provider Network and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall

be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Service Equipment. Provider shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Provider or to repair damage or interruptions caused by the Customer or Customer's equipment.

## 6. FACILITIES AND EQUIPMENT

The Customer shall provide (i) clean and cleared space at the point of presence in its building as Provider may reasonably require for Service Equipment, which space shall be moisture-free and protected from water and have environmental conditions within the limits specified by the manufacturers of the Service Equipment, (ii) a separate, dedicated, appropriately fused AC power circuit meeting the limits as specified by the Service Equipment manufacturer for each power supply (the cost of electricity required for the Service Equipment shall be paid by the Customer as partial consideration for Provider's services provided hereunder), (iii) through, raceway, conduit or other cable enclosures for fiber optic lines in its buildings as required to meet the Occupational Safety Health Act, National Electrical Code, and all other pertinent local, state and federal regulations, (iv) space and facilities for installation activities in such condition so as not to be hazardous to the personnel hired by Provider for that purpose and their equipment and (v) reasonable security and protection for the Service Equipment on its property. The Customer shall assure items (i), (ii) and (iv) are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Provider.

## 7. TITLE AND OWNERSHIP

Title to the Service Equipment shall irrevocably and under all circumstances remain with Provider or its designee, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, Provider may affix to the Service Equipment, dry labels or other markings supplied by Provider identifying the Service Equipment as owned by Provider. Provider may cause this Agreement or any financing statement showing Provider's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

## 8. STANDARD OF SERVICE

Provider reserves the right to modify, change, add to or replace the Provider Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Provider's own expense and Provider shall ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Provider Network physical interface or protocol used by the Customer in using Services.

Provider further reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider



deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

#### 9. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Provider is to perform services under this Agreement. If during such performance Provider employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Provider may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Provider. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Provider to terminate this Agreement without further liability. If Provider so terminates, Customer shall reimburse Provider for expenses incurred in performing this Agreement until termination.

#### 10. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

#### 11. LIMITATION OF LIABILITY

The following provisions and those in Clause 10 define Provider's entire liability (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default") with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement.

Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this agreement.

Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

To the extent that Customer, either directly or through its agents, permits student access to the interconnected computer system(s) of the Internet through Provider's Services, Customer assumes full responsibility and agrees to hold Provider harmless for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

## 12. WARRANTIES

Customer may only utilize the Services for educational activities and educational administrative related activities on its premises. Customer acknowledges that the Service may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet, Provider does not warrant that the functions of the Internet will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider's Internet Access Service. Customer therefore will make no claim against Provider regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

### 13. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

### 14. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

### 15. CONFIDENTIALITY OF INFORMATION

- (a) (a) Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- (b) Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- (c) Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

### 16. GENERAL TERMS

- (a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Ohio, without reference to conflict of laws principles.
- (b) Forum Selection. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal Ohio courts in Trumbull County and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- (c) Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the parties

shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this Agreement.

- (d) Independent Contractors. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or collaborators in joint ventures.
- (e) Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.
- (f) Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- (g) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) Provider may assign this Agreement to an affiliate or a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Any attempted assignment in violation of this section shall be void.
- (h) Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by commercial courier service (e.g., DHL), or by first class mail (certified or registered if available), or by telecopy confirmed by first class mail (registered or certified if available), to the other party at its address first set forth above, or such new address as may from time to time be supplied hereunder by the parties hereto. If mailed, notices will be deemed effective five (5) working days after deposit, postage prepaid, in the mail.
- (i) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Provider and Customer any rights, remedies or other benefits under or by reason of this Agreement.

- (j) Compliance with Laws. Both Parties shall comply and instruct its agents and Affiliates to comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- (k) Government Approvals. Customer represents and warrants that no consent or approval with any governmental authority in the United States is required in connection with the valid execution and performance of this Agreement. Customer shall be responsible for any required filings of this Agreement with the government agencies.
- (l) Language. The English language shall govern the meaning and interpretation of this Agreement.
- (m) Currency. All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.
- (n) Entire Agreement. The terms and conditions herein contained, including all exhibits hereto (which are hereby incorporated by reference), constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The terms and conditions of the Agreement shall automatically apply to each transaction between the parties contemplated by this Agreement notwithstanding any additional or different terms and conditions of any ordering document or other instrument, which terms and conditions shall be void and of no effect.

## **EXHIBIT A**

### **INTERNET ACCESS SERVICES**

This exhibit is hereby made part of the Internet Access Services Agreement (the "Agreement") entered between the Northeast Ohio Management Information Network ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

If for reasons beyond Provider's control, contracted Internet Access services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, pro-rated on the monthly basis per Chart A of Schedule 1, including installation, at Customer cost.

Furthermore, the Customer may choose to upgrade services per the attached Chart B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. Customer may not request service downgrades.

**1. Services**

The Services provided and their attendant costs are set forth on Schedule I and Charts A and B attached hereto and incorporated herein by reference.

**2. Installation Charges**

Customer agrees to pay Provider for installation costs associated with the provision of Services to Customer, as set forth on Schedule I attached hereto.

**3. Provider's Obligations**

- a) Provider will provide Internet Access Service as specified on Chart A to Schedule I and/or Chart B.
- b) Provider will install and set-up the Internet Access Service to the router and/or switch located in each building stated in Schedule I and/or Chart A.
- c) Provider will provide orientation of Customer's personnel regarding connecting to and activating the Service. At no time will Provider train Customer's personnel on the use of the Internet.
- d) Provider is not responsible for any systems, computers, devices or networks connected to the Provider's routing device.

**4. Customer's Obligations**

- a) Customer will assume all responsibilities for all systems, computers, devices, or networks connected to the Provider's routing device.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet UL1449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training, and installation of the Service.
- d) Customer will provide Provider with appropriate and sufficient space and electrical power to properly facilitate the Internet Access Service.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without Provider approval.
- f) Customer agrees not to resell any Service or Internet Access Service provided by Provider.

**SCHEDULE 1**  
**SUMMARY OF SERVICE/COSTS And SERVICE DESCRIPTION**

This exhibit is hereby made a part of the Agreement by and between Provider and Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below. Provider will render a minimum of level of basic conduit access to the Internet for the period of the Agreement as indicated in Chart A. Customer may seek increased support, via a written request to Provider, in accordance with Chart B. As a reminder, this Agreement is not contingent upon approval for E-rate funding.

<p align="center"><b>Chart A</b>  <b>Service Type: Internet Access</b>  <b>Description: Internet Access and lit fiber transport for McDonald Local Schools</b>  <b>Establishing Form 470 Number: 230003468</b></p>						
Location	Transport Level	Monthly (Transport)	Internet Access Level	Monthly (Internet Access)	Annual (Transport)	Annual (Internet Access)
McDonald HS	500 Mb	\$650.00	500 Mb	\$1,193.50	\$7,800.00	\$14,322.00
McDonald Roosevelt ES		\$ .00	500 Mb	\$343.50		\$4,122.00
	Totals	\$650.00		\$1,537.00	\$7,800.00	\$18,444.00
			District Monthly	\$2,187.00	District Annual	\$26,244.00

**CHART B**  
**ADDITIONAL BANDWIDTH**

**Note to Chart B:** The cost of transport from the Bandwidth Service Provider and the cost of Internet access from the Dedicated Internet Access Provider may vary. Any changes to the transport cost and/or Internet access cost will be passed through directly to Customer. Per month costs below are based on a 60 month contract.

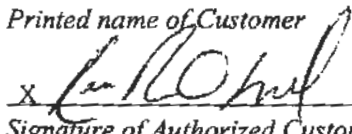
1 Gb transport = \$790.00	700 Mb internet access = \$1,533.50
2 Gb transport = ICB	1 Gb internet access = \$1,743.50

IN WITNESS WHEREOF, this agreement has been executed by the parties:

**CUSTOMER:**

MCDONALD LOCAL SCHOOLS

*Printed name of Customer*

x 

*Signature of Authorized Customer Representative*

2/16/23

*Date*

KEVIN R. O'CONNELL

*Printed name of Authorized Customer Representative / Title*

**PROVIDER:**

Northeast Ohio Management Information Network (NEOMIN)

*Printed name of Provider*

                      
*Date*

\_\_\_\_\_  
*Signature of Authorized Provider Representative*

Brian Greathouse

*Printed name of Authorized Provider Representative*



**RESOLUTION ACCEPTING THE AMOUNT AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY, VILLAGE, OR LOCAL BOARD OF EDUCATION)

Revised Code, Secs 5705.34-5705.35

The Board of Education of the McDONALD LOCAL SCHOOL DISTRICT, TRUMBULL County, Ohio, met in Regular session on the 16th day of February, 2023, at the office of the Board of Education with the following members present:

- JOSEPH CAPPUZZELLO
- JODY KLASE
- JESSICA KRUMPAK
- DONNA SHIELDS
- JOHN M. SAGANICH

MRS. KLASE moved the adoption of the following Resolution:

**WHEREAS**, This Board of Education, in accordance with the provisions of law has previously adopted the Alternative Tax Budget Information for the next succeeding fiscal year commencing July 1, 2023; and

**WHEREAS**, The Budget Commission of TRUMBULL County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within the ten mill limitation; therefore, be it

**RESOLVED**, By the Board of Education of the MCDONALD LOCAL School District, TRUMBULL County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION**  
**AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Budget Commission Inside 10 M. Limitation	Derived From Levies Outside 10M. Limitation	Inside 10 M. Limit	Outside 10M. Limit
	Column I	Column II	Column III	Column IV
General Fund	296,407	1,002,980	5.10	36.80
Permanent Improvement		234,578		4.30
Emergency Levy Fund		270,253		4.65
Emergency Levy Fund		206,322		3.55
Total	296,407	1,714,135	5.10	49.30

TOTAL MILLAGE

54.40

JANUARY 2023

SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND		Maximum Rate Authorized to be levied	County Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
<b>General Fund:</b>			
Current Expense Levy authorized by voters on Continuous	00/00/76	30.80	
Current Expense Levy authorized by voters on Continuous	11/04/80	6.00	
<b>Special Levy Funds:</b>			
Levy authorized by voters on Emergency Levy- Not to exceed 5 years	11/08/16	4.65	
Levy authorized by voters on Permanent Improvement- Not to exceed 5 years	05/07/19	4.30	
Levy authorized by voters on Emergency Levy- Not to exceed 5 years	05/08/18	3.55	

and be it further

**RESOLVED**, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.

MR. CAPPUZZELLO seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

<u>MRS. KLASE</u>	<u>YES</u>
<u>MR. CAPPUZZELLO</u>	<u>YES</u>
<u>MRS. KRUMPAK</u>	<u>YES</u>
<u>MRS. SHIELDS</u>	<u>YES</u>
<u>MR. SAGANICH</u>	<u>YES</u>

Adopted the 16th day of February, 2023.

Megan Z Titus  
Clerk of the Board of Education of the

MCDONALD LOCAL School District,

TRUMBULL County, Ohio

CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, TRUMBULL County, ss.

I, MEGAN Q. TITUS, Clerk of the Board of Education of the  
MCDONALD LOCAL School District, in said County, and in whose custody the  
Files and Records of said Board are required by the laws of the State of Ohio to be kept, do hereby  
certify that the foregoing is taken and copied from the original of THE ORIGINAL MINUTES  
OF THE REGULAR BOARD MEETING OF FEBRUARY 16, 2023.

now on file with said Board, that the foregoing has been compared by me with said original document,  
and that the same is a true and correct copy thereof.

WITNESS my signature, this 16 day of FEBRUARY, 2023.

Megan Q Titus  
Clerk of the Board of Education of the

MCDONALD LOCAL, School District

TRUMBULL, County, Ohio.

1 A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec 5705 34 R C or at such later date as may be approved by the Board of Tax Appeals

No. RES. 23-38	BOARD OF EDUCATION <u>MCDONALD LOCAL</u> School District <u>TRUMBULL</u> , County, Ohio	RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR. (Board of Education)	Adopted <u>FEBRUARY 16</u> , 20 <u>23</u> <u>Megan Q Titus</u> Clerk of Council	Filed _____, 20____	By _____ County Auditor Deputy
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**McDONALD LOCAL SCHOOL DISTRICT**  
**CERTIFIED ADMINISTRATOR CONTRACT**  
**(R.C. 3319.02)**

This employment contract is entered into this 16<sup>th</sup> day of February, 2023, by and between the McDonald Local School District (“District”) Board of Education (“Board”) and Gary Carkido (“Administrator”). The Board and the Administrator, for the consideration herein specified, agree as follows:

1. TERM OF CONTRACT

The Board, in accordance with its action as found in the minutes of its meeting held on February 16, 2023, hereby employs, and Administrator hereby accepts employment, as High School Principal for a two (2) year term commencing on August 1, 2024 and ending on July 31, 2026, unless sooner terminated as provided herein or under Ohio law. The Board shall renew or non-renew this employment contract in accordance with R.C. 3319.02 and Board Policy.

2. PROFESSIONAL CERTIFICATION

The Administrator shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this contract, a valid and appropriate certificate/license to act as the High School Principal in this District in accordance with the laws of the State of Ohio, if applicable. This contract shall terminate automatically and without further notice or process upon the failure of the Administrator to maintain required credentials.

3. DUTIES

The Administrator shall perform the duties specified in the laws of the State of Ohio, and the policies, directives, rules and regulations of the Board (collectively, the “Board Policy”), as set forth in the Job Description for the position, as adopted by the Board, as it may be amended from time to time during the term of this contract, and as directed by the Superintendent. Such Job Description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein.

4. COMPENSATION

a. The salary of the Administrator shall be as follows:

- \* Ninety-Four Thousand Eighty-Four Dollars (\$94,084.00) for 2024-2025
- \* Ninety-Six Thousand Four Hundred Thirty-Six Dollars (\$96,436.00) for 2025-2026

The Administrator's salary shall be paid in equal installments in the same manner as other employees are paid, and pro-rated to reflect any partial contract year. The Board may increase the salary of the Administrator during the term of this contract, according to the recommendation of the Superintendent and approval of the Board. Any adjustment in salary made during the term of this contract shall be an addendum to the contract, subject to the terms and conditions set forth herein, and such adjustment or modification shall not be construed as a new contract or as any extension of the term of employment unless expressly provided by the Board.

- b. Notwithstanding Section 4(a), above, the Board retains the right to reduce the compensation of the Administrator pursuant to R.C. 3319.02, provided that such a reduction is part of a uniform plan affecting the entire District.

## 5. OTHER COMPENSATION/BENEFITS

- a. Retirement Contributions. The Board shall pay the employer's share of State Teachers Retirement System (hereinafter "STRS") contributions as required by law. In addition, as additional compensation, the Board shall "pick-up" (pay directly) five (5) percentage points of the employee's share of the Administrator's retirement contributions to STRS on behalf of the Administrator, with the Administration paying the other nine (9) percentage points of the employee's share. During the term of this contract, this pick-up shall be a condition of the Administrator's employment and shall not be at the Administrator's option. It is the parties' intention that this pick-up amount be included in Administrator's compensation for the purpose of calculating retirement benefits. It is also the parties' intention that this pick-up be made with respect to all compensation provided under this contract, consistent with prevailing law and STRS regulations, unless otherwise specified in this contract.
- b. Group Insurances. The Administrator will receive health, dental and vision insurance, with the Board paying ninety percent (90%) of the premium cost for health and dental, and one hundred percent (100%) of the premium cost for vision. Except as otherwise specified in this contract, Administrator will receive health, dental and vision insurance and other benefits on the same terms as apply generally to the Board's certified employees and in accordance with Board policy.
- c. Life Insurance. The Board shall procure and pay the full premium for a term life insurance policy with a face amount equal to One Hundred Thousand Dollars (\$100,000) payable to the beneficiary designated by the Administrator.
- d. Expenses. The Board shall reimburse the Administrator for all actual and necessary travel and other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law, by Board Policy and approval of the Board President. Reimbursement for use of his personal automobile for Board business shall be at the IRS approved rate.

- e. Professional Development/Dues. The Board shall pay for the Administrator's professional and civic organization membership dues for not more than one (1) such organization.
- f. Mobile Telephone Allowance. The Administrator shall be accessible by cellular phone day and night, seven (7) days a week, during the course of his employment in order to perform his assigned duties, and specifically to be available to address and respond to emergencies and other exigencies that arise off school grounds and/or outside the normal school day. The Administrator agrees, as a condition of his employment, to maintain at his own expense a cellular phone capable of facilitating District communication. The Board will reimburse the Administrator for his professional use of his cellular phone in an amount equal to Fifty and No/100 Dollars (\$50.00) per month (payable quarterly). The Administrator understands that the number may be published as deemed necessary by the District. Such cellular phone shall be used in accordance with Board Policy governing the protection of confidential information, the maintenance of public records, and employee safety.
- g. Severance. Upon retirement, as defined herein, the Administrator may elect at the time of his retirement, pay for 25% of his total accumulated and unused sick leave, with a maximum of eighty (80) sick leave days. Severance pay shall be computed based on the Administrator's per diem rate of pay at the time of retirement, exclusive of supplemental contracts, extended service, overtime service, overtime or any other extra compensation. The Administrator may receive severance pay only once from the District based upon his retirement from STRS. Retirement shall mean eligibility for benefits from STRS and actual retirement from the District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Administrator at that time.
- h. The Board will match dollar for dollar, up to \$2,000.00 maximum per Contract year, to the Administrator's contributions to his individual 403B plan.

6. DAYS TO BE WORKED

- a. The Administrator shall work two hundred fifteen (215) days per year under this contract. Any calculation of a per-diem rate required by this contract shall be calculated on the basis of a two hundred fifteen (215) day contract. The Administrator shall devote such time and energies as are necessary to perform his/her duties, but it is expressly agreed that the duties of the position will require the Administrator to work during time other than normal business hours without additional compensation.
- b. Upon approval from the Superintendent, the Administrator may be assigned to work up to a maximum of ten (10) additional work days for the purpose of conducting summer school and/or intervention programs, to be paid at the Administrator's per diem rate.

7. LEAVES

- a. Sick Leave. The Administrator shall be entitled to the use of and accumulation of sick leave in accordance with Ohio law. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to serious illness, injury, or death in the employee's immediate family. Sick leave shall accrue at a rate of one and one-quarter (1.25) days per month, up to fifteen (15) days per year, not to exceed a total accumulation of three hundred twenty (320) days.
- b. Personal Leave. The Administrator shall be entitled to five (5) personal leave days per contract year, which must be used during the year in which they are earned. Any unused personal leave days remaining at the end of the contract year will be converted to sick leave.
- c. Other Leaves. The Administrator shall be granted the same disability leave, unpaid leaves, and other types of leave as provided to other certificated/licensed employees of the District.

8. MEDICAL EXAMINATION

Upon the request of the Board, the Administrator does hereby agree to submit, from time to time, to a comprehensive medical examination, to be conducted by physicians appointed by the Board. A statement certifying to the physical and mental capacity or incapacity of the Administrator shall be filed with the Board and shall be treated as confidential information. The cost of said medical examination shall be paid by the Board. If the medical examination report states that the Administrator is physically or mentally incapacitated to such an extent as to make the Administrator unable to perform any or all of the duties of his position and such incapacity will, with reasonable medical certainty, continue for at least six (6) months or through the end of the term of this contract, whichever is shorter, the Board may, at its option, terminate this contract, whereupon the respective duties, rights, and obligations hereof shall terminate, subject to the Administrator's right to use accumulated sick leave during the term of the disability. Refusal by the Administrator to submit to medical examination shall be deemed to be an acknowledgment that the Administrator is permanently unable to perform the duties of the position, in which event, the Board, at its option, may terminate this contract.



9. EVALUATION

The Board shall evaluate the Administrator in accordance with Board-adopted procedures and policies and Ohio law. This evaluation may be considered by the Board in deciding whether to renew the Administrator's contract and shall be considered as the basis for any increase in salary as contemplated in Section 4 of this Contract. Nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the Administrator's contract. The establishment of such evaluation procedures and policies shall not create an expectancy of continued employment as stated in R.C. 3319.02.

10. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his official capacity as agent and employee of the Board, provided the incident occurred while the Administrator was acting within the scope of his employment and in the good faith belief that such conduct was lawful and in the best interest of the District. Criminal legal proceedings are expressly excluded from such indemnification. The Board shall provide liability insurance to cover legal damage and/or injury to persons or property resulting from any acts or omissions in the Administrator's official capacity or resulting solely out of his employment as Elementary School Principal. This section shall not, however, apply to any dispute between the Administrator and the Board.

11. CONTRACT TERMINATION

This employment contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Retirement, disability, or death of the Administrator;
- c. Termination by the Board as set forth in R.C. 3319.16; or
- d. In accordance with the provisions for termination found in Section 2 or Section 9 of this Contract.

12. COMPLETE AGREEMENT

This document sets forth the complete agreement of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This contract shall be construed in accordance with and under the laws of the State of Ohio. Any provision hereof declared invalid or unenforceable by a court of competent jurisdiction shall be severed and the remaining terms continued in full force and effect. If any portion of this contract is deemed to be illegal due to conflict with state or federal law, the remainder of the contract shall remain in force and effect.

13. SAVINGS CLAUSE

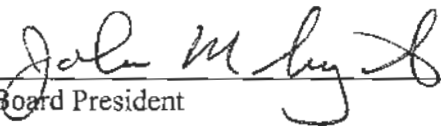
If any portion of this Contract is deemed to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

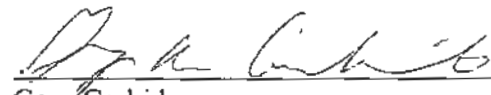
14. STRS OBLIGATIONS

The Administrator represents and agrees that he has been notified, as required by R.C. 3307.21, of all duties and obligations under Ohio Revised Code Chapter 3307 pertaining to the State Teachers Retirement System as a condition of his employment.

McDONALD LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

ADMINISTRATOR

By:   
Board President

  
Gary Carkido

By:   
Treasurer

**McDONALD LOCAL SCHOOL DISTRICT**  
**CERTIFIED ADMINISTRATOR CONTRACT**  
**(R.C. 3319.02)**

This employment contract is entered into this 16th day of February, 2023, by and between the McDonald Local School District (“District”) Board of Education (“Board”) and Eric M. Jones (“Administrator”). The Board and the Administrator, for the consideration herein specified, agree as follows:

1. TERM OF CONTRACT

The Board, in accordance with its action as found in the minutes of its meeting held on February 16, 2023, hereby employs, and Administrator hereby accepts employment, as Elementary School Principal for a two (2) year term commencing on August 1, 2024 and ending on July 31, 2026, unless sooner terminated as provided herein or under Ohio law. The Board shall renew or non-renew this employment contract in accordance with R.C. 3319.02 and Board Policy.

2. PROFESSIONAL CERTIFICATION

The Administrator shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this contract, a valid and appropriate certificate/license to act as the Elementary School Principal in this District in accordance with the laws of the State of Ohio, if applicable. This contract shall terminate automatically and without further notice or process upon the failure of the Administrator to maintain required credentials.

3. DUTIES

The Administrator shall perform the duties specified in the laws of the State of Ohio, and the policies, directives, rules and regulations of the Board (collectively, the “Board Policy”), as set forth in the Job Description for the position, as adopted by the Board, as it may be amended from time to time during the term of this contract, and as directed by the Superintendent. Such Job Description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein.

4. COMPENSATION

a. The salary of the Administrator shall be as follows:

- \* Ninety Thousand Four Hundred Thirteen Dollars (\$90,413.00) for 2024-2025
- \* Ninety-Two Thousand Six Hundred Seventy-Three Dollars (\$92,673.00) for 2025-2026

The Administrator's salary shall be paid in equal installments in the same manner as other employees are paid, and pro-rated to reflect any partial contract year. The Board may increase the salary of the Administrator during the term of this contract, according to the recommendation of the Superintendent and approval of the Board. Any adjustment in salary made during the term of this contract shall be an addendum to the contract, subject to the terms and conditions set forth herein, and such adjustment or modification shall not be construed as a new contract or as any extension of the term of employment unless expressly provided by the Board.

- b. Notwithstanding Section 4(a), above, the Board retains the right to reduce the compensation of the Administrator pursuant to R.C. 3319.02, provided that such a reduction is part of a uniform plan affecting the entire District.

## 5. OTHER COMPENSATION/BENEFITS

- a. Retirement Contributions. The Board shall pay the employer's share of State Teachers Retirement System (hereinafter "STRS") contributions as required by law. In addition, as additional compensation, the Board shall "pick-up" (pay directly) one and one-half (1.5) percentage point of the employee's share of the Administrator's retirement contributions to STRS on behalf of the Administrator, with the Administration paying the other twelve and one-half (12.5) percentage points of the employee's share. During the term of this contract, this pick-up shall be a condition of the Administrator's employment and shall not be at the Administrator's option. It is the parties' intention that this pick-up amount be included in Administrator's compensation for the purpose of calculating retirement benefits. It is also the parties' intention that this pick-up be made with respect to all compensation provided under this contract, consistent with prevailing law and STRS regulations, unless otherwise specified in this contract.
- b. Group Insurances. The Administrator will receive health, dental and vision insurance, with the Board paying ninety percent (90%) of the premium cost for health and dental, and one hundred percent (100%) of the premium cost for vision. Except as otherwise specified in this contract, Administrator will receive health, dental and vision insurance and other benefits on the same terms as apply generally to the Board's certified employees and in accordance with Board policy.
- c. Life Insurance. The Board shall procure and pay the full premium for a term life insurance policy with a face amount equal to One Hundred Thousand Dollars (\$100,000) payable to the beneficiary designated by the Administrator.
- d. Expenses. The Board shall reimburse the Administrator for all actual and necessary travel and other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law, by Board Policy and approval of the Board President. Reimbursement for use of his personal automobile for Board business shall be at the IRS approved rate.

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6. DAYS TO BE WORKED

- a. The Administrator shall work two hundred five (205) days per year under this contract. Any calculation of a per-diem rate required by this contract shall be calculated on the basis of a two hundred five (205) day contract. The Administrator shall devote such time and energies as are necessary to perform his/her duties, but it is expressly agreed that the duties of the position will require the Administrator to work during time other than normal business hours without additional compensation.
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McDONALD LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

ADMINISTRATOR

By: Jala M. Key  
Board President

Eric M. Jones  
Eric M. Jones

By: Megan 2 Titus  
Treasurer