

6771

**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
REGULAR MEETING  
THURSDAY, FEBRUARY 18, 2021 – 7:00 P.M.  
MCDONALD LOCAL SCHOOLS FACEBOOK LIVE  
Facebook Link on [www.mcdonald.k12.oh.us](http://www.mcdonald.k12.oh.us)  
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Thursday, February 18, 2021, at 7:00 p.m., via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:02 p.m., by President John Saganich. Treasurer Megan Titus called the roll:

Roll Call:

Members Present: Joseph Cappuzzello, Thomas Hannon, Jody Klase,  
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. 21-305** Approve agenda for Regular Meeting of February 18, 2021

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

**6772**

**Res. 21-306** Approval of Board Minutes:

Organizational Meeting – January 6, 2021

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

**Res. 21-307** Approval of Board Minutes:

Regular Meeting – January 6, 2021

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

**Res. 21-308** Approval of Board Minutes:

Special Meeting – January 22, 2021

Mr. Cappuzello moved and Mrs. Sheilds seconded  
Yeas: Cappuzello, Shields, Hannon, Saganich  
Abstain: Klase  
Nays: None  
President declared motion carried

Recognition of Visitors / Audience Participation - None

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

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New Business:

A. Program/Policy Committee – Donna Shields, Chairperson

**Res. 21-309** OPEN MEETINGS ACT

Resolved, that during the emergency declared by Executive Order 2020-01D (issued on March 9, 2020), and not beyond July 1, 2021, the Board of Education shall call and conduct all regular, special and emergency meetings in accordance with the provisions of the Open Meetings Act and Section 12 of Amended H.B. 197, and further in compliance with any future lawful and binding act or order of a local, state or federal governmental entity.

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

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

**Res. 21-310** SUSPEND PUBLIC PARTICIPATION AT BOARD MEETINGS

Resolution to suspend board policy regarding public participation at board meetings. (See Exhibit A)

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

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

**6774**

**Res. 21-311** POLICY – FIRST READING

Resolution to approve the first reading of the following policy to revise, add, remove, or other:

JEB                   ENTRANCE AGE (Mandatory Kindergarten)

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

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

**Res. 21-312** SCHOOL CALENDAR - 2021/2022

Resolution to approve the school calendar for the 2021/2022 school year. (See Exhibit B)

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

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

**Res. 21-313** OSBA SERVICES AGREEMENT

Resolution to renew the OSBA Services Agreement from February 1, 2021 through January 31, 2022, at a cost of \$900. Agreement is for policy services/updates.

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

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

B. Finance Committee – Joseph Cappuzzello, Chairperson

**Res. 21-314** TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: January, 2021  
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. Cappuzzello moved and Mrs. Klase seconded  
Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich  
Nays: None  
President declared motion carried

# 6776

**Res. 21-315**

DONATIONS

Resolution to accept the following donations:

<b>DONOR</b>	<b>AMOUNT</b>	<b>FUND</b>	<b>PURPOSE</b>
Donald & Laurie Smith	\$50	300-9204	Donation for Girls Basketball.
Donald & Laurie Smith	\$50	300-9005	Donation for Boys Basketball.
Donald & Laurie Smith	\$50	200-912B	Donation for Girls Bowling.
Donald & Laurie Smith	\$50	200-912B	Donation for Boys Bowling.
Donald & Laurie Smith	\$50	300-9003	Donation for Softball.
Donald & Laurie Smith	\$50	300-9004	Donation for Baseball.
Donald & Laurie Smith	\$50	300-9973	Donation for Girls Track & Field.
Donald & Laurie Smith	\$50	300-9973	Donation for Boys Track & Field.

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

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 21-316**

SHARED SERVICES CONTRACT WITH T.C.E.S.C.

Resolution to ratify the Shared Services Contract with the Trumbull County Educational Service Center, as per ORC 3313.845. (See Exhibit C)

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

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

C. Personnel Committee – Jody Klase, Chairperson

**Res. 21-317** RESIGNATION – CERTIFIED

Resolution to accept the resignation of Christopher Rupe, for retirement purposes, from McDonald High School, effective May 29, 2021.

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

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

**Res. 21-318** SUPPLEMENTALS – 2020/2021

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2020/2021, pending BCII & FBI background checks:

Tyler Cintron – Varsity Boys Assistant Track Coach, \$3,052;

John Fields – Varsity Girls Assistant Track Coach, \$3,052;

Ryan Scala – Head Junior High Boys Track Coach, \$3,052;

Chris Rupe – Volunteer Assistant Track Coach, \$0;

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Robin Kapalko – Volunteer Assistant Track Coach, \$0;

Jai’ Lynn Mosley – Volunteer Assistant Track Coach, \$0; and

Jack Bucan – Volunteer Assistant Track Coach, \$0.

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

Mrs. Klase moved and Mrs. Shields seconded

Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

D. Buildings and Grounds Committee – Thomas Hannon, Chairperson

**Res. 21-319** US COMMUNICATIONS AND ELECTRIC, INC. QUOTE FOR WI-FI NETWORK UPGRADE

Resolution to approve the quote from US Communications and Electric, Inc. in the amount of \$45,228.00 for McDonald Local School District. The quote is for AP Cabling that is needed in order to update the district’s Wi-Fi network. The district expects to receive E-Rate reimbursement for approximately 60% of this cost. (See Exhibit D)

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

Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Shields, Klase, Saganich

Nays: None

President declared motion carried



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**Res. 21-320** NEOMIN QUOTE FOR WI-FI NETWORK UPGRADE

Resolution to approve the quote from NEOMIN in the amount of \$48,990.30 for McDonald Local School District. The quote is for the district's Wi-Fi network upgrade. The district expects to receive E-Rate reimbursement for approximately 60% of this cost. (See Exhibit E)

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

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

**Res. 21-321** OUTDOOR ALUMINUM INC. QUOTE

Resolution to approve the quote from Outdoor Aluminum Inc. for stadium bleachers for the McDonald Local Schools Athletic Complex project in the amount of \$312,200. Outdoor Aluminum Inc. is a vendor included in the Interlocal Purchasing System (TIPS) cooperative state pricing program in which the school district is a member. (See Exhibit F)

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

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

# 6780

**Res. 21-322** Executive Session – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Klase seconded, that the McDonald Local School District Board of Education go into Executive Session at 8:15 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.

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- 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) **E**, as listed above.

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

**Res. 21-323** Adjourn Executive Session

Mr. Cappuzzello moved and Mrs. Klase seconded to adjourn executive session and return to the regular board meeting at 9:15 p.m.

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

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**Res. 21-324** Adjournment

Mrs. Klase moved and Mrs. Shields seconded to adjourn the Regular Meeting at 9:16 p.m.

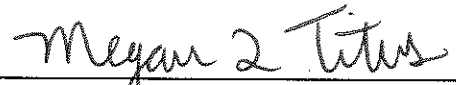
Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

**ATTEST:**

  
\_\_\_\_\_  
**PRESIDENT**

  
\_\_\_\_\_  
**TREASURER**

**Exhibit A**

**RESOLUTION SUSPENDING BOARD POLICY REGARDING  
PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in regular session on the 18<sup>th</sup> day of February, 2021, at 7:00 p.m., with the following members present:

\_\_\_\_\_  
\_\_\_\_\_

The Treasurer advised the Board that the notice requirement of R.C. 121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following resolution:

WHEREAS, pursuant to Ohio House Bill 404, signed into law by Governor DeWine on November 23, 2020, members of a public body may hold, attend, and participate in meetings by means of teleconference, video conference, or any other similar electronic technology; and

WHEREAS, in conformance with the Executive Orders of the Governor's Office and the Ohio Department of Health, issued in March, 2020, prohibiting large gatherings of people and closing school buildings in response to the Coronavirus pandemic, the Board has determined to exercise its authority to hold today's meeting by means of McDonald Local Schools Facebook Live; and

WHEREAS, holding a meeting via telephone or video-conference may preclude members of the public from participating by way of public comment, as otherwise required by Board Policy BDDH; and

WHEREAS, to ensure compliance with its own Policies, the Board desires to suspend Board Policy BDDH for the duration of this meeting.

THEREFORE, BE IT RESOLVED, by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

Section 1. Pursuant to and in accordance with Board Policy BFF – "Suspension of Policies," the Board of Education hereby suspends Board Policies BDDH and KD – "Public Participation at Board Meetings," in its entirety, for the duration of this meeting.

Section 2. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public, in compliance with the law.

\_\_\_\_\_ seconded the Motion, and upon roll call, the vote resulted as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Motion passed and adopted this 18<sup>th</sup> day of February, 2021

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Treasurer

EXHIBIT B

## McDonald Local Schools 2021-2022 School Calendar

AUGUST '21				
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			

SEPTEMBER '21				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER '21				
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

NOVEMBER '21				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER '21				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY '22				
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
31				

FEBRUARY '22				
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				

MARCH '22				
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	

APRIL '22				
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

MAY '22				
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			

JUNE '22				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

- 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 4	
1st nine weeks	8/18 - 10/22
2nd nine weeks	10/25 - 1/14
3rd nine weeks	1/18 - 3/22
4th nine weeks	3/23 - 5/26
Parent/Teacher Conferences	
November 24	
February 17	

Important Dates	
August 16-17	Teacher In-service
August 18	First Day of School
September 3	No School
September 6	Labor Day- No School
October 8	NEOEA Day- No School
Nov 24-Nov 29	Thanksgiving Vacation
Dec 20-Jan 3	Christmas Vacation
January 17	Martin Luther King Day
February 18	No School
February 21	President's Day
April 15-19	Easter Break
May 21	Graduation Day
May 26	Last Day Students
May 27	Teacher In-service
May 30	Memorial Day

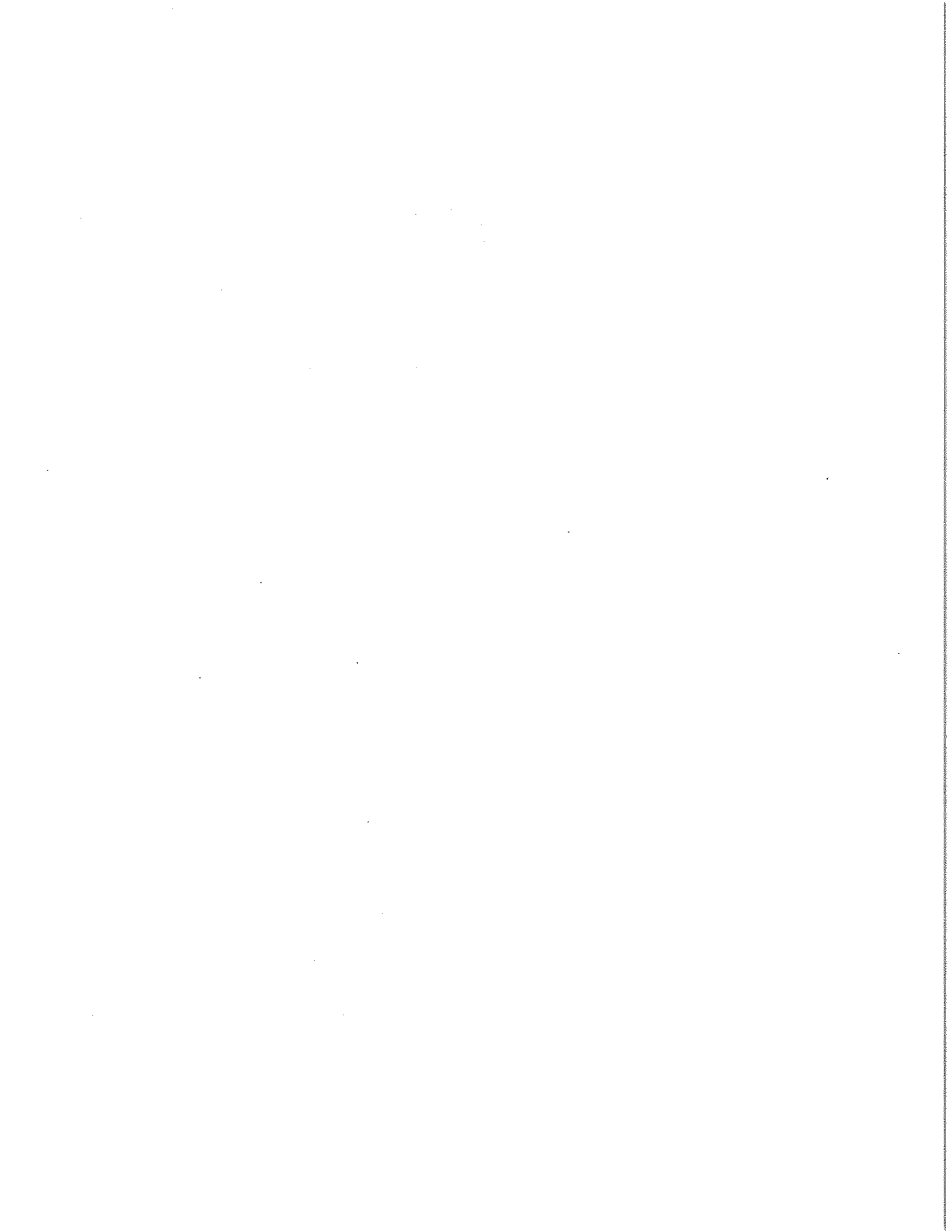




EXHIBIT C

STATE OF OHIO DEPARTMENT OF EDUCATION  
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING  
Contract Amount for FY2021  
Pursuant to O.R.C 3313.845

ESC Name: Trumbull County ESC IRN: 050088

District: McDonald Local County: Trumbull

District IRN: 050229

The above named parties have entered into a contract for services for fiscal year 2021 in the annual amount of \$488,627.00

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

\_\_\_\_\_  
Print District Superintendent Name

\_\_\_\_\_  
District Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print District Treasurer Name

\_\_\_\_\_  
District Treasurer Signature

\_\_\_\_\_  
Date

Michael W. Hanshaw

\_\_\_\_\_  
Print ESC Superintendent Name

\_\_\_\_\_  
ESC Superintendent Signature

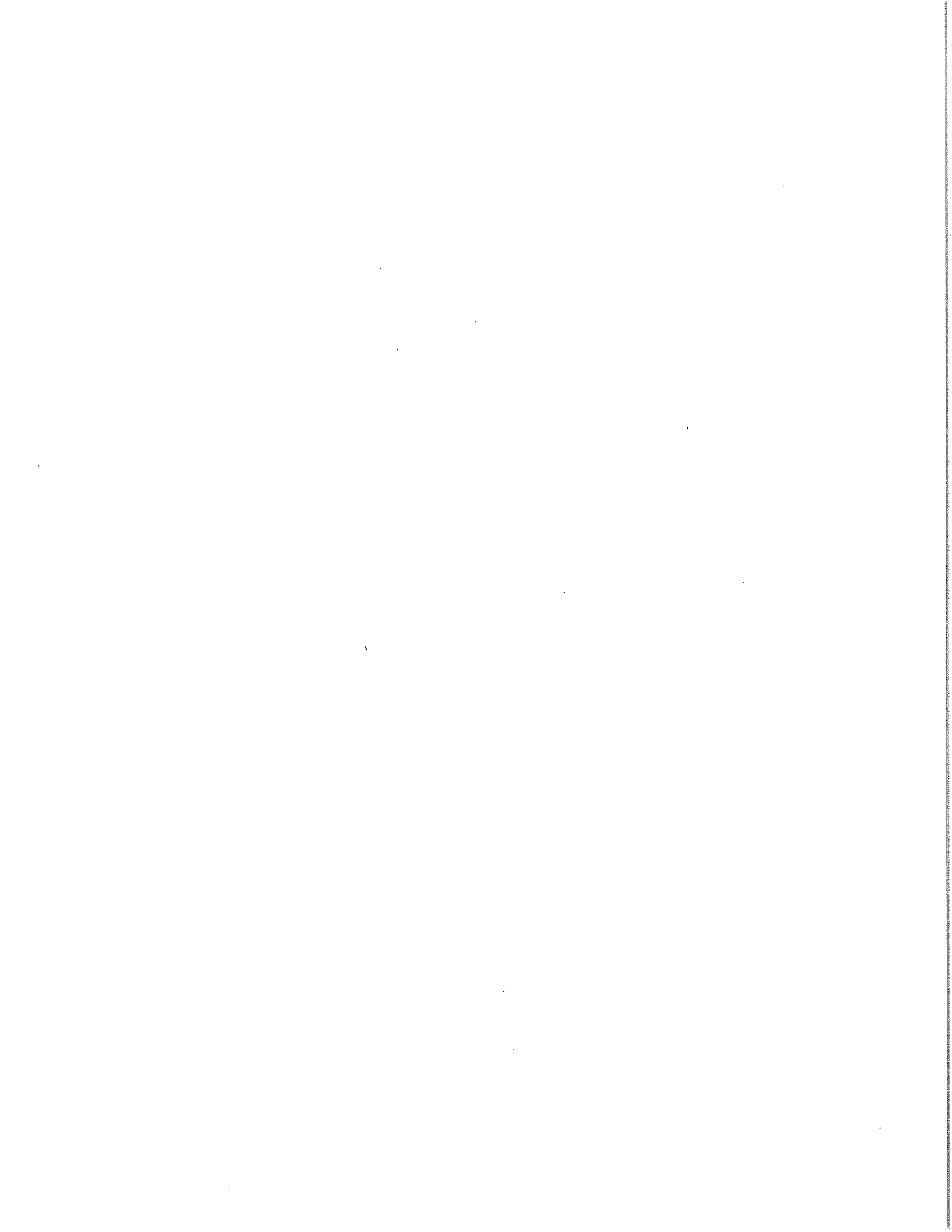
\_\_\_\_\_  
Date

Lori A. Simione, CPA

\_\_\_\_\_  
Print ESC Treasurer Name

\_\_\_\_\_  
ESC Treasurer Signature

\_\_\_\_\_  
Date



**US COMMUNICATIONS AND ELECTRIC, INC.**

4933 Neo Parkway  
 Garfield Heights, OH 44128  
[www.uscande.com](http://www.uscande.com)

Phone: (216) 478-0810

Fax: (216) 478-0829

Date 1-29-2021

Jeff Studer  
 McDonald Local School District  
 600 Iowa Ave  
 McDonald, OH 44437

Re: Estimate No. 1617  
 Mcdonald School AP Cabling

Dear Mr. Studer,

Thank you for your consideration regarding this project. The following proposal was prepared to fulfill your requirements and we, as a team, at US Communications would like to extend any additional assistance that may be required to ensure a proper installation and provide superior customer service.

US Communications is a female-owned business with FBE, DBE, and SBE certifications. We have been actively involved in integrating, upgrading and installing new technology into the corporate, institutional, government and healthcare landscape for over 20 years. Our staff includes a unique mix of design engineers, installation technicians and office support. This allows us to offer a wide array of ideas and solutions to meet the demanding challenges of the ever-changing communications, audio visual, security and cabling market. We are committed to continually educating our staff to keep pace with the marketplace as network reliability becomes a necessity for the success of business.

US Communications will furnish the labor and material to install the tele-data Cabling as outlined below.

- SPIN NUMBER: 143022741

**Scope of Work:**

- **Furnish and Install CAT6 Cable, Jacks, and Surface Box for a total of (78) Single WAP Outlets. (31) at Elementary and (47) at High School.**
- **Furnish and Install Blank Patch Panels to be filled with CAT6 Jacks for cables installed.**
- **Furnish and Install J Hooks for Cable Support to supplement the existing pathway.**
- **Furnish Labor to Install (83) New WAP's**
- **Test, Terminate, and Label new Cabling.**
- **Furnish Lift for Gym area WAP's. Also including Ramboard for protection of gym flooring.**
- **Furnish and Install Wiremold for Gym area and hard ceiling rooms.**
- **Furnish and Install Copper Patch Cords for cables installed.**

**Project Pricing Totals: \$ 45,228.00**

**Pricing Breakout:**

Labor: \$ 27,503.00  
 Material: \$ 14,850.00  
 Lift Rental: \$ 2,875.00

**SALES TAX not included in above pricing.**

**FBE/DBE Certified**  
 US Communications is an Equal Opportunity Employer

**Notes and Qualifications:**

- All work will meet and/or exceed all EIA/TIA standards and all local, state and national codes.
- This pricing is valid for 30 days upon receipt.
- New cabling will be tested, terminated and labeled according to specifications with support hardware and fire-stopping provided where necessary.
- US Communications currently has 5 RCDDs on-staff to assist with the final design, implementation and construction of this project.
- US Communications can provide a 20-year manufacturers' warranty for the cabling solution for this project.
- This project is not bid to be phased.
- All work is figured for an 8 hour window during normal business hours 7:00AM through 5:00PM Monday through Friday except holidays. Second or third shift pricing is available upon request.
- All workboxes, stub-ups, conduit, raceway, plywood, grounding busbars, etc. to be furnished and installed by electrical contractor not provided in the scope of work by US Communications.
- No retention held on contracts.

**Not in Scope of Work:**

- Active Network Electronics system and components.
- Furnish WAPs
- Network Switch Gear or Installation
- Furnish or Install SFP Modules
- Patching of Cables at IDFs
- Engineered Drawings
- Demolition of existing cabling
- Fiber Optic Cabling

Thank you for your consideration regarding this project. We look forward to working with you on this project.

Josh Falin  
[JFaln@uscande.com](mailto:JFaln@uscande.com)  
office phone 216.478.0810  
office fax 216.478.0829

**Contract Acceptance:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Business Certifications**



State Term STS-534294  
 GS-35F0541R  
 SIN 132-8  
 SIN 132-12  
 NAICS 238210

**Small Business Enterprise-Cuyahoga County  
 Female Business Enterprise  
 Disadvantaged Business Enterprise-State of Ohio  
 US Communications is an Equal Opportunity Employer**

**Service Lines:**

<p><b>Infrastructure</b></p> <p>Category 5, 6, 6A              Fiber Optic Cabling              Broadband/Coax              Wireless</p>	<p><b>Security</b></p> <p>Access Control              Video Surveillance              Intrusion Detection              Mass Notification</p>
<p><b>Audio Visual</b></p> <p>Multi-media Presentation              Audio/Video Capture &amp; Distribution              Control              Paging              Sound Masking</p>	<p><b>Network</b></p> <p>Core and Distribution Switching              Wireless LAN              Commercial              Industrial              Passive Optical Networking</p>
<p><b>In Building Wireless</b></p> <p>First Responder Radio              Cellular              Distributed Antenna Systems</p>	<p><b>Services</b></p> <p>Design/Installation              Moves/Adds/Changes              Maintenance Agreements</p>

**Workforce Certifications:**

- BICSI
- OSHA10
- OSHA30
- STI Firestop
- Confined Space

**FBE/DBE Certified**  
 US Communications is an Equal Opportunity Employer

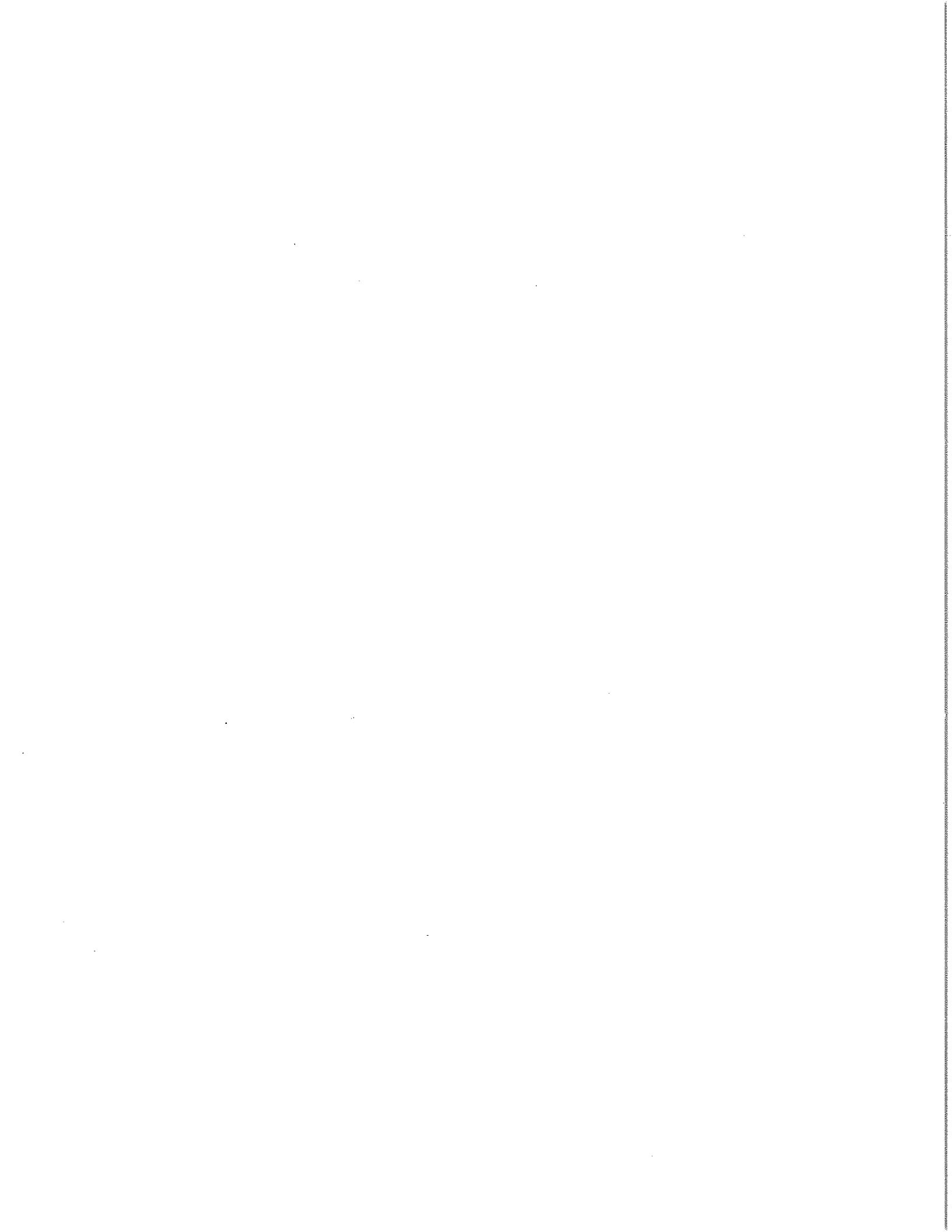


EXHIBIT E



Project Description: McDonald Local Schools Wireless Access Point refresh with 5 yr license  
 Quotation Number: MDLD-FDY2021-MIBS-1

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>Cost</u>	<u>EXTENDED COST</u>
<i>Network Hardware</i>				
				<b><u>Network Total</u></b>
				\$ -
<i>Optics</i>				
				<b><u>Optics Total</u></b>
				\$ -
<i>Wireless Hardware</i>				
AP510c	Extreme AP510c indoor access point	8	\$ 588.83	\$ 4,710.64
AP460C	Extreme AP460c outdoor access point	5	\$ 471.38	\$ 2,356.90
AP305c	Extremem AP305c indoor access point	70	\$ 218.01	\$ 15,260.70
AP lock box	Oberon non-metallic surface AP lock box	3	\$ 221.54	\$ 664.62
AP mounting bracket	Outdoor AP mounting bracket	5	\$ 18.47	\$ 92.35
LIC-ENT-5YR	ExtremeCloud IQ 5yr license	83	\$ 206.23	\$ 17,117.09
				<b><u>Wireless Total</u></b>
				\$ 40,202.30
<i>Supplies</i>				
				<b><u>Supplies Total</u></b>
				\$ -
<i>Wireless Managed Services (WLMS Non-Recurring)</i>				
	Post installation wireless survey walkthrough for signal confirmation	1	\$ 5,468.00	\$ 5,468.00
				<b><u>WLMS Non-Recurring</u></b>
				\$ 5,468.00
				<b><u>Non Recurring Total</u></b>
				\$ 45,670.30
<i>Wireless Managed Services (WLMS Recurring)</i>				
	Access point recurring managed service	83	\$ 40.00	\$ 3,320.00
				<b><u>WLMS Recurring Annual Total</u></b>
				\$ 3,320.00
				<b><u>Grand Total</u></b>
				<b>\$ 48,990.30</b>

**NEOMIN Managed Internal Broadband Service**  
**Contract Number: NEO-WIA-2021-MDLL**

This agreement for Managed Internal Broadband service ("Agreement"), effective 7/1/2021, 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 Managed Internal Broadband 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:

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

*"Managed Internal Broadband Service"* shall mean a service provided by Provider for the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, including initial design configuration and integration of the wireless network.

*"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 **7/1/2021** to **6/30/2026** ("Term"). 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.

## 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.

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 4, 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.

## 5. 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.

## 6. 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.

## 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 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 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 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 tortious 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) Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.

(a) 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.

(b) 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 upon receipt.
- (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**

### **MANAGED INTERNAL BROADBAND SERVICES**

This exhibit is hereby made part of the Managed Internal Broadband 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 Managed Internal Broadband 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 1 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 the Service as specified on Chart A to Schedule 1 and/or Chart B.
- b) Provider will install and set-up the Service to the router and/or switch located in each building stated in Schedule 1 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.

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 Service.

e) Customer agrees not to connect any of its local area networks to alternative Service providers without Provider approval.

f) Customer agrees not to resell any Service provided by Provider.

g) Customer agrees at the time of contract signing that is has reviewed the access point placement diagram provided and agrees that invoicing may commence when the service is implemented even if Customer has not completed installing all access points.

h) Customer agrees to limit the number of persons authorized to contact Provider or its subcontractors for support of the services provided under this Agreement to no more than three individuals under normal circumstances.



**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 Managed Internal Broadband Services to support a minimum of 100 end-user devices in Customer premises for the duration of the Agreement. Consistent with the Form 470, Customer may seek support for service to additional end user devices, via a written request to provider, in accordance with Chart B.

The minimum charges and service levels for Managed Internal Broadband Service, based on a 5 year contract, are indicated below.

District Non-Recurring Cost	\$45,670.30
District Recurring Cost	\$3,320.00
District Year 1 Pre-Discount Cost	\$48,990.30
<b>Anticipated</b> E-Rate Discount	60%
District Year 1 Post-Discount Cost	\$19,596.12
Number of Access Points	83
Years 2-5 Pre-Discount Cost	\$3,320.00

**CHART B**

Provider will charge a managed service fee of \$50.00, plus any one-time costs, for each additional leased wireless access point requested by Customer up to 10 during the term of the agreement.

***Signature Section***

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

CUSTOMER:

\_\_\_\_\_  
*Printed name of Customer*

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*Signature of Officer or Manager for the Customer*

Date

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*Printed name of Officer or Manager for Customer*

PROVIDER:

Northeast Ohio Management Information Network (NEOMIN)

*Printed name of Provider*

*Brian Greathouse*

2/17/2021

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*Signature of Officer or Manager for the Provider*

Date

Brian Greathouse

*Printed name of Officer or Manager for the Provider*

# EXHIBIT F

Outdoor Aluminum Inc.  
 PO Box 118  
 Geneva, AL 36340  
 800-809-1545  
 jeff@bleacherexperts.com  
 www.outdooraluminum.com



## Proposal

**ADDRESS**  
 McDonald Jr Sr High School  
 600 Iowa Ave  
 Mc Donald, OH 44497  
 United States

**SHIP TO**  
 McDonald Jr Sr High School  
 600 Iowa Ave  
 Mc Donald, OH 44497  
 United States

**PROPOSAL #** 2021-1081  
**DATE** 02/09/2021

**SHIP VIA**  
 Contract Carrier

**SALES REP**  
 Jeff Giffen

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Note	A TIPS FORMATTED PROPOSAL WILL NEED TO BE PROVIDED ONCE OPTIONS/ALTERNATES ARE CHOSEN, PRICING WILL NOT CHANGE.  ALTERNATES ARE LISTED AS INDIVIDUAL NOTES BELOW. ALL ARE ADDS TO THE BASE PRICING.	1	0.00	0.00
IBeam	Permanent IBeam Grandstand 15 rows high x 122'-0" long  - ANSI High Traction Tredweld Plus Welded Decking - 42" high front elevation - 78" wide front walkway - 12" rise x 30" tread depth - Front closure panel - Single ramp on left of stadium with stair - Powder Coated Closure Panel - Powder Coated Intermediate aisle steps and entry steps. - FOUNDATIONS, FREIGHT and INSTALLATION are included in the pricing - No press box or press box understructure is included in the pricing - Includes TIPS cooperative pricing for purchase - See attached drawing	1	312,200.00	312,200.00
Note	ALTERNATE #1 Provide additional ramp on right side of grandstand - 48" front elevation.	1	16,750.00	16,750.00
Note	ALTERNATE #2 Add vomitory to base design THERE IS NO CHARGE FOR THIS CHANGE	1	0.00	0.00
Note	ALTERNATE #3 This option was deleted per our conversation yesterday, add 12' to overall length of grandstand.	1	0.00	0.00
Note	ALTERNATE #4 Add 9 rows to front of grandstand below walkway elevation to grade (14" rise x 30" tread depth)	1	39,000.00	39,000.00
Note	This proposal includes our exclusive ANSI High Traction Decking, same as you identified at Obetz.	1	0.00	0.00

Grandstand is designed to match up to press box elevated 20'-21' above

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	grade.			
Note	ALTERNATE #6 Custom Press Box Landings for customer provided press box.	1	8,100.00	8,100.00
Disclaimer	Unless otherwise noted, this proposal does not include site preparation, concrete pad under bleacher system, permits, fees, bonds, or taxes. Designed to meet SAF's interpretation of current IBC Codes, local codes may be different.	1	0.00	0.00

Please be sure to pay your invoice on time.  
 Overdue invoices will have a grace period of 30 days before a 5% fee will be applied to your remaining balance.

TOTAL **\$376,050.00**

Accepted By

Accepted Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



