

6455

**McDONALD LOCAL BOARD OF EDUCATION  
REGULAR MEETING  
TUESDAY, FEBRUARY 19, 2019 – 7:00 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Tuesday, February 19, 2019, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:00 p.m. by President John Saganich. Superintendent Kevin O’Connell called the roll:

Roll Call:

Members Present: Joseph Cappuzzello, Thomas Hannon, Jody Klase,  
John Saganich

Members Not Present: Wendy Higgins

“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. 19-27** Approve agenda for Regular Meeting of February 19, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 19-28** Approval of Board Minutes:

Organizational Meeting – January 2, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

# 6456

**Res. 19-29**     Approval of Board Minutes:

Regular Meeting – January 2, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 19-30**     Approval of Board Minutes:

Special Meeting – January 30, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

Recognition of Visitors / Audience Participation:

**Tom Hart – TCTC Representative**

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

New Business:

A.     Finance Committee – Joseph Cappuzzello, Chairperson

**Res. 19-31**     TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: January, 2019

- 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.

6457

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

B. Personnel Committee – Jody Klase, Chairperson

**Res. 19-32** SUPERINTENDENT CONTRACT

Resolution to hire Kevin O’Connell, as Superintendent of McDonald Schools, on a five-year (5) year contract, beginning with the 2019/2020 school year. (See Exhibit A)

I call for a motion to approve the above resolution.

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

**Res. 19-33** MCDONALD HIGH SCHOOL PRINCIPAL’S CONTRACT

Resolution to hire Gary Carkido, as McDonald High School Principal, on a three-year (3) year contract, beginning with the 2019/2020 school year. (See Exhibit B)

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

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

**Res. 19-34** ROOSEVELT ELEMENTARY SCHOOL PRINCIPAL’S CONTRACT

Resolution to hire Eric Jones, as Roosevelt Elementary School Principal, on a three-year (3) year contract, beginning with the 2019/2020 school year. (See Exhibit C)

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

# 6458

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

**Res.19-35**     DIRECTOR OF STUDENT SERVICES CONTRACT

Resolution to hire Jessica Krumpak, as Director of Student Services, on a three-year (3) year contract, beginning with the 2019/2020 school year. (See Exhibit D)

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

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 19-36**     SUPPLEMENTAL CONTRACTS - 2018/2019

Resolution to hire the following personnel on supplemental contracts for the school year, pending certification and BCII/FBI background checks:

Louis Domitrovich – Boys Head Track Coach, \$3,994;

Tyler Cintron – Boys Head Junior High Track Coach, \$1,816;

Austin Colburn – Volunteer Assistant Junior High Boys Track Coach, \$0;

Chris Rupe – Volunteer Assistant Varsity Boys and Girls Track Coach, \$0;

John Fields – Girls Varsity Assistant Track Coach, \$2,179;

Anthony Ragozine – Assistant Baseball Coach, \$2,179;

Ryan Ifft – Volunteer Assistant Baseball Coach, \$0; and

Ray Lewis – Volunteer Assistant Baseball Coach, \$0.

**6459**

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

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

**Res. 19-37**    CLASSIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to hire Jeannine ‘Nina’ Frederick on a one (1) year limited contract, as a substitute secretary, for the 2018-2019 school year, pending certification and BCII/FBI background checks.

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

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

C.    Program/Policy Committee – Wendy Higgins, Chairperson

**Res. 19-38**    SCHOOL CALENDAR – 2019/2020

Resolution to adopt the 2019/2020 school calendar for McDonald Local School District.  
(See Exhibit E)

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

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

# 6460

**Res. 19-39**    POLICIES – FIRST READING

Resolution to approve the first reading of the following policies:

BCC	QUALIFICATIONS AND DUTIES OF THE TREASURER
DECA	ADMINISTRATION OF FEDERAL GRANT FUNDS
DH	BONDED EMPLOYEES AND OFFICERS
JED	STUDENT ABSENCES AND EXCUSES
JEE	STUDENT ATTENDANCE ACCOUNTING (MISSING AND ABSENT CHILDREN)
JFCK	USE OF ELECTRONIC COMMUNICATIONS EQUIPMENT BY STUDENTS
JGD	STUDENT SUSPENSION
JHG	REPORTING CHILD ABUSE AND MANDATORY TRAINING

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

Mr. Hannon moved and Mrs. Klase seconded

Yeas: Hannon, Klase, Cappuzzello, Saganich

Nays: None

President declared motion carried

**Res. 19-40**    EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 7:32 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:

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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.   X   Discipline
5. \_\_\_\_\_ Promotion
6. \_\_\_\_\_ Demotion
7. \_\_\_\_\_ Compensation
8. \_\_\_\_\_ Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes.

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

**NOW, THEREFORE, BE IT RESOLVED**, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **A (4) and D**, as listed above.

Yeas: Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

**Res. 19- 41**    ADJOURN EXECUTIVE SESSION

Mr. Hannon moved and Mr. Cappuzzello seconded to adjourn executive session and return to the regular meeting at 9:09 p.m.

**6462**

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

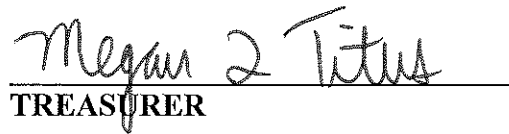
**Res. 19-42**    ADJOURNMENT

Mr. Hannon moved and Mrs. Klase seconded to adjourn the regular meeting at 9:09 p.m.

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

**ATTEST:**

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

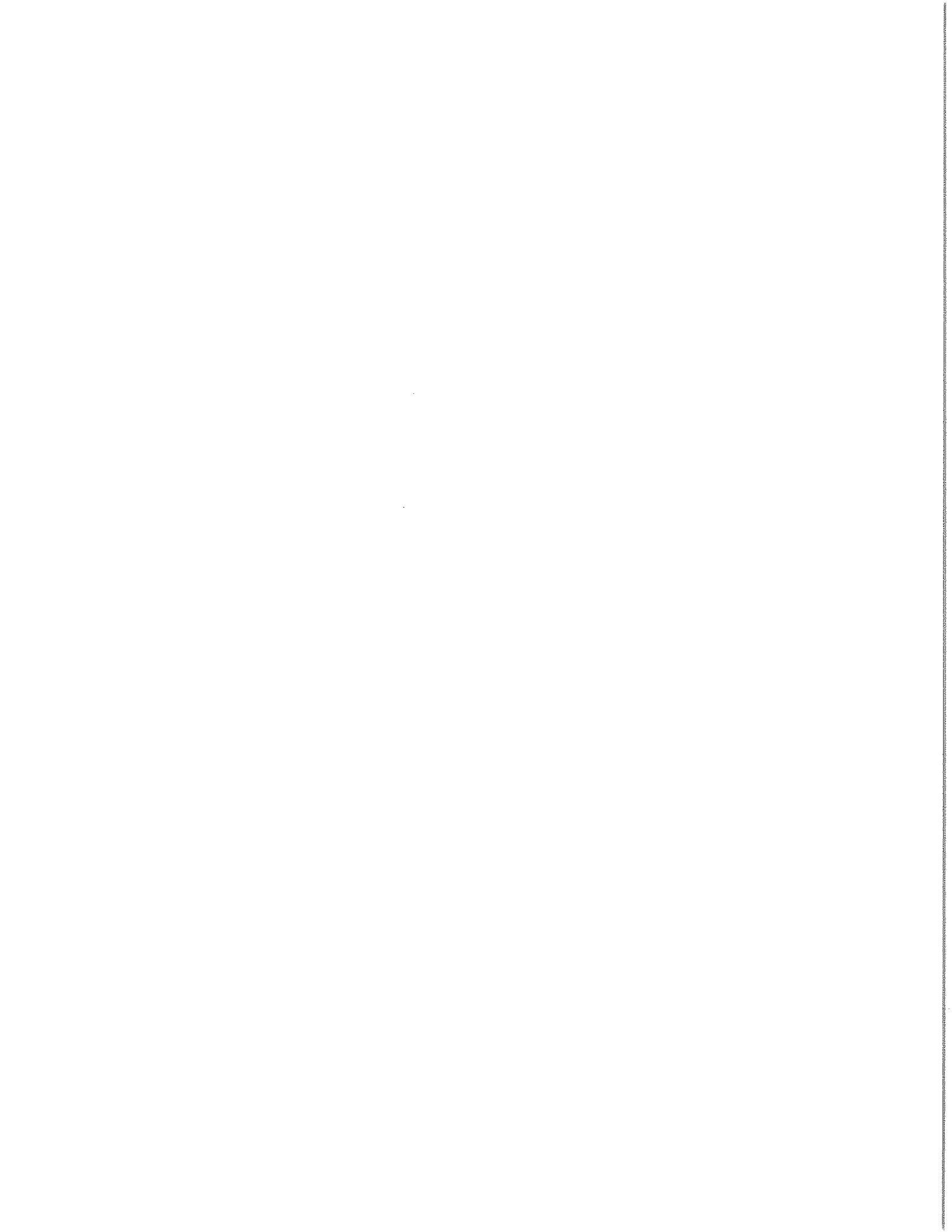
  
\_\_\_\_\_  
**TREASURER**



**MCDONALD BOARD OF EDUCATION**  
**REGULAR BOARD MEETING**  
**TUESDAY, FEBRUARY 19, 2019 – 7:00 P.M.**  
**MHS LIBRARY**

**Visitors, please register.**

1. . Samantha Russo
2. Tom HART
3. Eric Jones
4. Halil McGee
5. Angela Saxon
6. Kenneth Mimer
7. Mike Hecker
8. Tom BAKER
9. Brian Backer
10. Dan Williams
11. Lou Amthorich
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.



**CONTRACT FOR THE EMPLOYMENT OF THE SUPERINTENDENT OF  
THE MCDONALD LOCAL SCHOOL DISTRICT**

This Contract (this "Contract") is entered into on this 19th day of February, 2019, by and between the Board of Education of the McDonald Local School District (the "Board") and Kevin R. O'Connell (the "Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows:

**1. Term of Contract**

The Board, in accordance with its action found in the minutes of its meeting held on February 19, 2019, hereby employs and the Superintendent hereby accepts employment, according to Ohio Revised Code Section 3319.01, as Superintendent of the McDonald Local School District (the "District") for a five-year term commencing on August 1, 2019 (the "Effective Date"), and ending on July 31, 2024, unless sooner terminated as provided herein.

**2. Professional Certificate/License**

The Superintendent 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 Superintendent of Schools of the District in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Superintendent to maintain such credentials.

**3. Duties**

The Superintendent shall perform his duties pursuant to and in accordance with the provisions and authority contained in Section 3319.01 of the Ohio Revised Code and the policies, directives, rules and regulations of the Board (collectively, the "Board Policy"). The Superintendent shall also perform the duties specified in the Job Description for Superintendent as adopted by the Board and as such job description may be amended from time to time during the term of this Contract. Such job description and Board Policy are hereby incorporated in this Contract by reference as if fully set forth herein. Any amendments to such job description and/or policy will also be deemed incorporated herein by reference at the time they become effective.

**4. Compensation**

- a. The Board shall pay the Superintendent a salary at an annual rate of (i) Ninety-Four Thousand Five Hundred Dollars and No Cents (\$94,500.00) for the period commencing August 1, 2019, and ending July 31, 2020, (ii) Ninety-Six Thousand Eight Hundred Sixty-Three Dollars and No Cents (\$96,863.00) for the period commencing August 1, 2020, and ending July 31, 2021, (iii) Ninety-Nine Thousand Two Hundred Eighty-Four Dollars and No Cents (\$99,284.00) for the

period commencing August 1, 2021, and ending July 31, 2022, (iv) One Hundred One Thousand Seven Hundred Sixty-Six Dollars and No Cents (\$101,766.00) for the period commencing August 1, 2022, and ending July 31, 2023, and (v) One Hundred Four Thousand Three Hundred Ten Dollars and No Cents (\$104,310.00) for the period commencing August 1, 2023, and ending July 31, 2024. Any partial year of employment (with a year being defined as August 1 through July 31 of the following year, per O.R.C. §3319.01) covered by this Contract shall be paid pro-rata. The salary shall be paid in accordance with the payroll schedule managed by the Treasurer of the Board, with all appropriate withholdings. The Superintendent's per diem rate shall be calculated by dividing his total annual salary by two hundred sixty (260) work days per year. The Board may increase the salary of the Superintendent during the term of this Contract, but in no event shall the Superintendent's salary be reduced, unless such reduction is a part of a uniform plan affecting salaries of all employees of the District. If any adjustment in salary is made during the term of this Contract, all other provisions herein shall remain in full force and effect.

- b. Any adjustment in salary made during the term of this Contract shall be an addendum to this 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.
- c. The Board shall pay the employer's share of State Teachers Retirement System ("STRS") contribution as required by law. In addition, as additional compensation, the Board shall "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution each year to STRS on behalf of the Superintendent, plus all retirement contributions on such picked up amount. During the term of this Contract, this pick-up shall be a condition of the Superintendent's employment in the District and shall not be at the Superintendent's option. It is the intention of the parties that this picked-up amount be included in the Superintendent's compensation for the purpose of calculation of retirement benefits.

5. **Other Compensation**

The Board shall provide the Superintendent with the same fringe benefits provided to other certificated/licensed employees of the District, except as specifically provided herein. Those benefits shall include, but are not limited to, the following:

- a. Sick Leave – The Superintendent shall be entitled to the use of sick leave in accordance with O.R.C. 3319.141. Sick leave shall accumulate at the rate of fifteen (15) days per year. The Superintendent may accumulate unused sick leave of up to three hundred twenty (320) days.

- b. Insurance – Board agrees to purchase the Superintendent health insurance coverage upon the same terms and with the same benefits as provided to other certificated/licensed employees of the District, one hundred percent (100%) of the cost of which shall be paid by the District. The Board shall also provide term life insurance in an amount of \$100,000.
- c. Leaves – The Superintendent shall be granted the same disability leave, unpaid leaves, and other types of leave as provided to other certificated/licensed employees of the District. The Superintendent shall be granted five (5) days personal leave. Any days for personal leave not used during the year in which such days accrue shall be converted into an equivalent number of days of sick leave at the end of the year during which such days accrued.
- d. Vacation – The Superintendent shall receive twenty (20) days annually exclusive of the holidays granted. All vacation days and unrestricted personal days shall be fully available and fully credited to the employee on the first day of each contract year. Vacation leave may be accumulated and paid to the Superintendent upon his separation from employment with the District not to exceed the amount accrued during the three (3) most recent years of employment in accordance with O.R.C. 3319.01. Any unused vacation leave paid to the Superintendent in this manner shall be calculated at the per diem rate of pay existing at the time of such separation. Vacation shall be scheduled by the Superintendent so as to minimize disruption of the District's operations and at times acceptable to, and as approved by, the Board.
- e. Expenses – The Board shall reimburse the Superintendent 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.
- f. Professional Development/Dues – The Board shall pay for the Superintendent's professional and civic organization membership dues for not more than two (2) such organizations.
- g. Holidays – The Superintendent shall be entitled to the same paid holidays provided to other certified employees of the District.
- i. Mobile Telephone Allowance – The Superintendent 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 Superintendent 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 Superintendent

for his professional use of the his cellular phone in an amount equal to Fifty and No/100 Dollars (\$50.00) per month. The Superintendent will provide the District with the telephone number of this cellular phone at all times while actively employed by the District, and understands that the number may be published as deemed necessary by the District. Such cellular phone shall be used in accordance with Board polices governing the protection of confidential information, the maintenance of public records, and employee safety.

- j. Severance – Upon retirement, as defined herein, the Superintendent 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 Superintendent’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 Superintendent 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 Superintendent at that time.

**6. Evaluation**

The Superintendent shall be evaluated annually in accordance with the Evaluation of the Superintendent procedures adopted by the Board pursuant to O.R.C. 3319.01. This evaluation may be considered by the Board in deciding whether to renew the Superintendent’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 Superintendent’s contract. The establishment of such an evaluation procedure shall not create an expectancy of continued employment as stated in O.R.C. Section 3319.01.

**7. Days to be Worked**

The Superintendent’s annual salary is based upon two hundred sixty (260) days per year, which shall consist of work days, paid vacation days and paid holidays. The Superintendent shall devote his full time and energies to the duties specified herein. These duties shall generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours, for which he shall not receive additional compensation.

**8. Professional Liability**

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against

the Superintendent in his official capacity as agent and employee of the Board, provided the incident occurred while the Superintendent 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 Superintendent's official capacity or resulting solely out of his employment as Superintendent of Schools. This section shall not, however, apply to any dispute between the Superintendent and the Board.

**9. Medical Examination**

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

**10. Contract Renewal or Non-Renewal**

The renewal or non-renewal of the Superintendent's employment contract shall be governed by and in accordance with Ohio Revised Code Section 3319.01.

**11. Contract Termination**

This Contract may be terminated as follows:

- a. By mutual agreement of the parties;
- b. Upon the retirement, disability, or death of the Superintendent;

- c. For the reasons and in accordance with the procedures set forth in Ohio Revised Code Section 3319.16; or
- d. In accordance with the provisions for termination found in Section 2 of this Contract.

12. **STRS Obligations**

The Superintendent acknowledges that he has been notified of his duties and obligations under chapter 3307 of the Ohio Revised Code, relating to STRS, and agrees to accept his duties and obligations thereunder.

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.

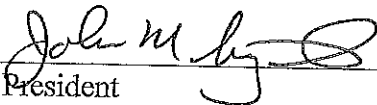
14. **Complete Contract**

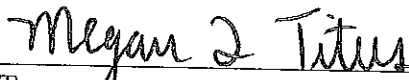
This document sets forth the complete contract of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

MCDONALD LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

Approved February 19, 2019

By:   
Kevin R. O'Connell, Superintendent

By:   
President

By:   
Treasurer



**CONTRACT FOR THE EMPLOYMENT OF AN ADMINISTRATOR FOR  
THE MCDONALD LOCAL SCHOOL DISTRICT**

This Contract (this "Contract") is entered into on this 19th day of February, 2019, by and between the Board of Education of the McDonald Local School District (the "Board") and Eric M. Jones (the "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 found in the minutes of its meeting held on February 19, 2019, hereby employs and the Administrator hereby accepts employment, according to Section 3319.02 of the Ohio Revised Code ("O.R.C."), as Elementary School Principal of the McDonald Local School District (the "District") for a three-year term (the "Term") commencing on August 1, 2019 (the "Effective Date"), and ending on July 31, 2022, unless sooner terminated as provided herein.

**2. Professional Certificate/License**

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 Elementary School Principal of the District in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Administrator to maintain such credentials.

**3. Duties**

The Administrator shall perform his duties pursuant to and in accordance with the applicable provisions of the O.R.C. and the policies, directives, rules and regulations of the Board (collectively, the "Board Policy"). The Administrator shall also perform the duties specified in the Job Description for Elementary School Principal as adopted by the Board and as such job description may be amended from time to time during the Term. Such job description and Board Policy are hereby incorporated in this Contract by reference as if fully set forth herein. Any amendments to such job description and/or policy will also be deemed incorporated herein by reference at the time they become effective.

**4. Compensation**

- a. The Board shall pay the Administrator a salary at an annual rate of Eighty-Three Thousand Nine Hundred Fifty-Seven Dollars and No Cents (\$83,957.00) during the Term. The salary shall be paid in accordance with the payroll schedule managed by the Treasurer of the Board, with all appropriate withholdings. The Board may increase the salary of the Administrator during the Term, but in no event shall the Administrator's salary be reduced, unless such reduction is a part of a uniform plan affecting salaries of all employees of the District. If any

adjustment in salary is made during the Term, all other provisions herein shall remain in full force and effect.

- b. Any adjustment in salary made during the Term shall be an addendum to this 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.
- c. The Board shall pay only the employer's share of State Teachers Retirement System ("STRS") contribution as required by law.

5. **Other Compensation**

The Board shall provide the Administrator with the same fringe benefits provided to other certificated/licensed employees of the District, except as specifically provided herein. Those benefits shall include, but are not limited to, the following:

- a. Sick Leave – The Administrator shall be entitled to the use of sick leave in accordance with O.R.C. Section 3319.141. Sick leave shall accumulate at the rate of fifteen (15) days per year. The Administrator may accumulate unused sick leave of up to three hundred twenty (320) days.
- b. Insurance – Board agrees to purchase the Administrator health insurance coverage upon the same terms and with the same benefits as provided to other certificated/licensed employees of the District, ninety percent (90%) of the cost of which shall be paid by the District and ten percent (10%) of the cost of which shall be paid by the Administrator. The Board shall also provide term life insurance in an amount of \$100,000.
- c. 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. The Administrator shall be granted four (4) days personal leave. Any days for personal leave not used during the year in which such days accrue shall be converted into an equivalent number of days of sick leave at the end of the year during which such days accrued.
- 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 the his cellular phone in an amount equal to Fifty and No/100 Dollars (\$50.00) per month. The Administrator will provide the District with the telephone number of this cellular phone at all times while actively employed by the District, and 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.

6. Evaluation

The Administrator shall be evaluated annually in accordance with the Evaluation of the Administrator procedures adopted by the Board pursuant to O.R.C. Section 3319.02(D). 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 an evaluation procedure shall not create an expectancy of continued employment as stated in O.R.C. Section 3319.02(D).

7. Days to be Worked

The Administrator's annual salary is based upon two hundred five (205) days per year. The Administrator shall devote his full time and energies to the duties specified herein. These duties shall generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Administrator to work during times other than normal business hours, for which he shall not receive additional compensation.

8. **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.

9. **Medical Examination**

Upon the request of the Board, the Administrator does hereby agree to submit, from time to time, to a comprehensive medical and/or psychological examination, to be conducted by medical professionals appointed by the Board. A statement certifying to the physical and mental competency or incompetency of the Administrator shall be filed with the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the medical examination report states that the Administrator is physically or mentally incompetent to such an extent as to make the Administrator unable to perform any or all of the duties and such incompetency will, with reasonable medical certainty, continue at least through the end of the Term, 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 and/or psychological 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.

10. **Contract Renewal or Non-Renewal**

The renewal or non-renewal of the Administrator's employment contract shall be governed by and in accordance with Ohio Revised Code Section 3319.02(D).

11. **Contract Termination**

This Contract may be terminated as follows:

- a. By mutual agreement of the parties;
- b. Upon the retirement, disability, or death of the Administrator;

- c. For the reasons and in accordance with the procedures set forth in O.R.C. Section 3319.16; or
- d. In accordance with the provisions for termination found in Section 2 or Section 9 of this Contract.

12. **STRS Obligations**

The Administrator acknowledges that he has been notified of his duties and obligations under Chapter 3307 of the Ohio Revised Code, relating to STRS, and agrees to accept his duties and obligations thereunder.

13. **Savings Clause**

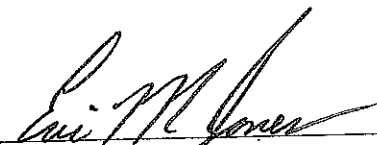
If any portion of this Contract is deemed to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

14. **Complete Contract**

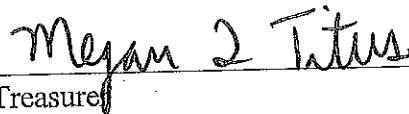
This document sets forth the complete contract of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

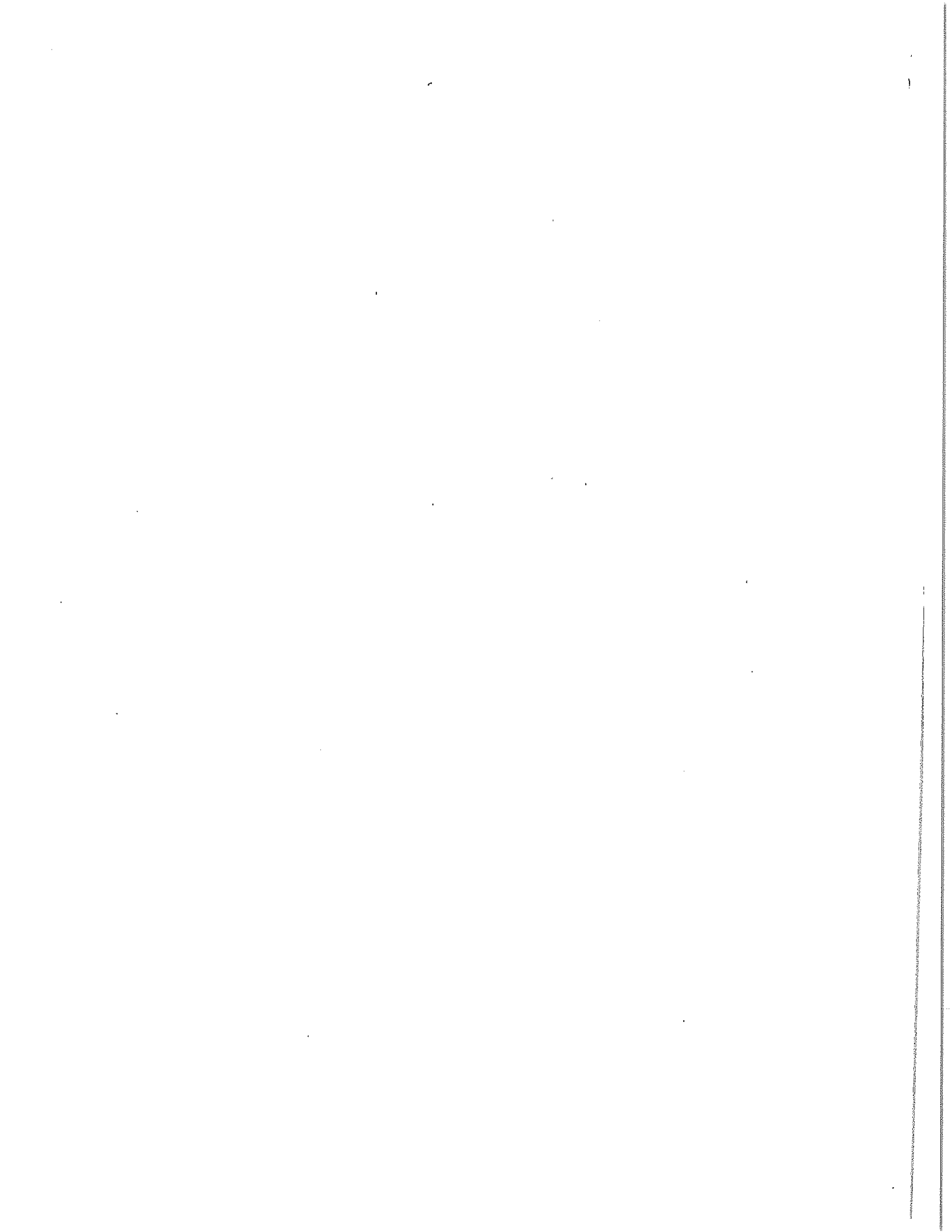
MCDONALD LOCAL SCHOOL  
DISTRICT BOARD OF EDUCATION

Approved February 19, 2019

By:   
Eric M. Jones, Administrator

By:   
President

By:   
Treasurer



**MCDONALD LOCAL SCHOOL DISTRICT**  
**ADMINISTRATOR CONTRACT**

**THIS ADMINISTRATOR CONTRACT** (this "Contract") is made by and between Jessica Krumpak (the "Administrator") and the Board of Education (the "Board") of the McDonald Local School District, Trumbull County, Ohio (the "District"), pursuant to the Ohio Revised Code.

In consideration of the mutual covenants, agreements and understandings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Administrator is employed to serve as Director of Student Services for a term of three (3) years (the "Term"), commencing August 1, 2019, and ending July 31, 2022, provided that she holds and furnishes throughout the Term a valid and appropriate certificate to act as a Director of Student Services in the State of Ohio.
2. The Board of Education will pay the Administrator an annual salary of Seventy-Six Thousand Two Hundred Seven Dollars and No Cents (\$76,217.00) during the Term. This salary may be increased by mutual agreement during the Term by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting salaries of all employees of the District.
3. The Administrator shall be evaluated in accordance with such procedure as the Board adopts and the results of the evaluation shall be considered by the Board in determining whether to renew this Contract.
4. The Administrator shall perform all duties and carry out all responsibilities as per the job description recorded in the Board Policy Book, as the same may be amended from time to time.
5. The Administrator agrees to comply with and enforce all rules and regulations adopted by the Board.
6. The Administrator shall receive the fringe benefits set forth on Attachment A hereto.
7. Non-renewal of this Contract by the Board shall be governed by R.C. 3319.02, provided that, at the expiration of the Term, the Board must give the Administrator written notice of its intention to non-renew on or before March 31, 2022. This Contract may be terminated during the Term by the mutual agreement of the Administrator and the Board.

8. The Administrator shall work 215 days per year under this Contract, as directed by the Board or its designee. The duties of the position of Director of Student Services shall consist of the job description written in the Board Policy Book, as the same may be amended from time to time.

**FOR AND IN CONSIDERATION OF** the consideration herein provided, the Administrator avows that all information supplied to the Board by her in connection with this employment is accurate to the best of her knowledge and that she has been notified as required by RC 3307.58 of her duties and obligations under RC Chapter 3307, pertaining to the State Teachers Retirement System, as a condition of her employment.

**IN WITNESS WHEREOF**, the Board, by its President and its Treasurer, having been first duly authorized, and the Administrator have set their hands hereto this 19th day of February, 2019.

BOARD OF EDUCATION  
MCDONALD LOCAL SCHOOL DISTRICT

Jessica Krumpak  
Jessica Krumpak, Administrator

365 Nebraska Ave  
Address

McDonald Ohio 44437  
City State Zip

By: John M. Byrd  
President

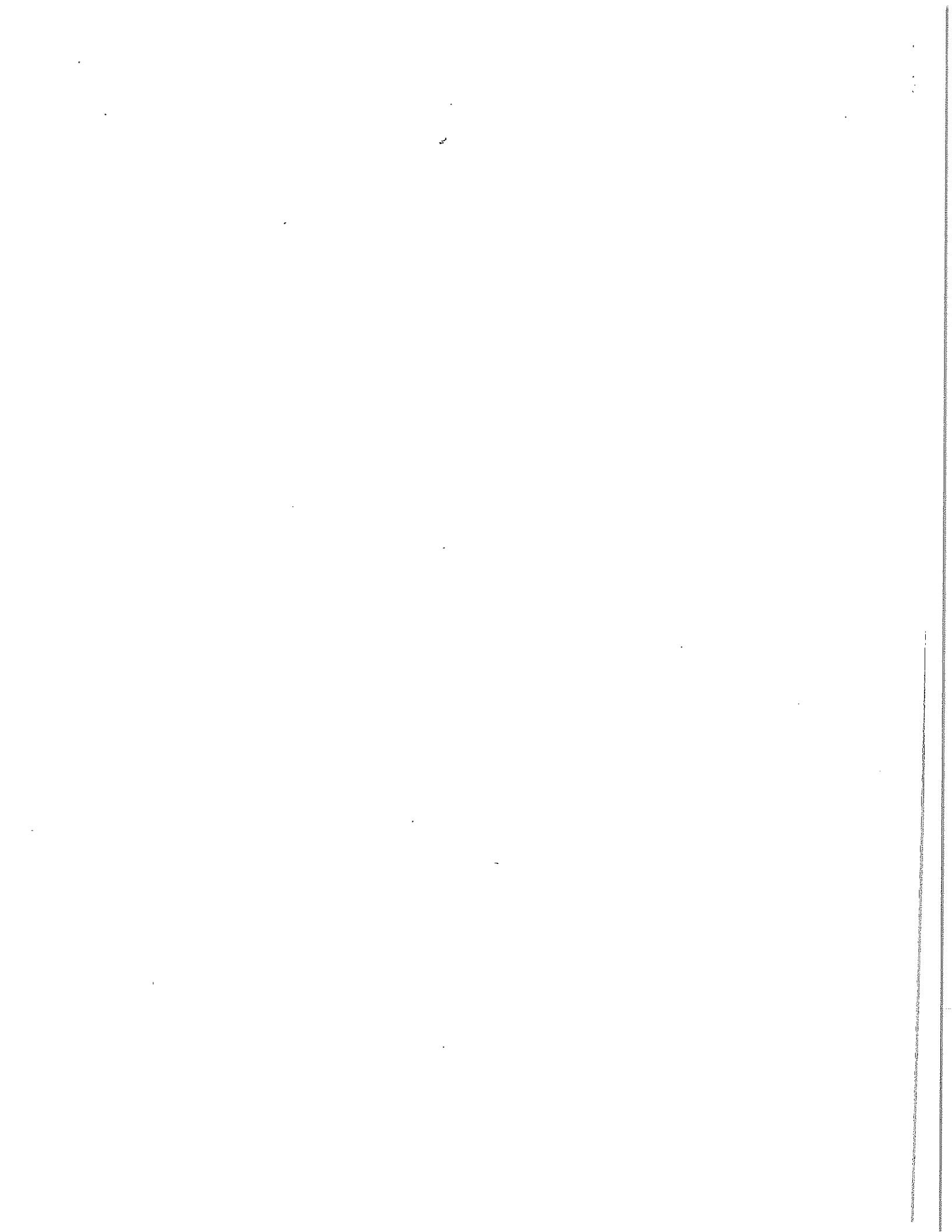
By: Megan L Titus  
Treasurer



Attachment A

Fringe Benefits

Hospital/Major Medical Insurance	PPO 2 — 90% Board Share/10% Administrator Share.
Dental Insurance	90% Board Share/10% Administrator Share.
Vision Insurance	100% Board Share/0% Administrator Share.
\$100,000 Term Life Insurance	100% Board Coverage.
215 Work Days	School Calendar + 32 Days.
15 Sick Days	Accumulative to 320.
4 Personal Leave Days	Personal Leave Converted to Sick Leave.
Liability Insurance	100% Board Coverage.
Severance Pay	25% of Accumulated Sick Leave 80 Days Maximum and Must be Employed by the District for Ten (10) Years.
Professional Dues	100% Coverage — Limit One Membership.
Cell Phone	\$50.00 per month.



## McDonald Local Schools 2019-2020 School Calendar Version

AUGUST '19				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER '19				
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				

OCTOBER '19				
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	

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

DECEMBER '19				
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			

JANUARY '20				
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

FEBRUARY '20				
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

MARCH '20				
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			

APRIL '20				
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	

MAY '20				
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

JUNE '20				
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			

- 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	8/21 - 10/25
2nd nine weeks	10/28 - 1/17
3rd nine weeks	1/21 - 3/24
4th nine weeks	3/25 - 5/28
Parent/Teacher Conferences	
November 26	1 p.m. to 9 p.m.
February 13	1 p.m. to 9 p.m.

Important Dates	
August 19, 20	Teacher In-service
August 21	First Day of School
August 30	No School
September 2	Labor Day
October 11	NEOEA Day
November 5	Waiver Day
Nov 27-Dec 1	Thanksgiving Vacation
Dec 23-Jan 3	Christmas Vacation
January 20	Martin Luther King Day
February 14	No School
February 17	President's Day
April 10-14	Easter Break
May 25	Memorial Day
May 28	Last Day Students
May 29	Teacher In-service
May 23	Graduation Day

