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**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, MAY 22, 2019– 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, May 22, 2019, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:03 p.m. by President John Saganich. Treasurer Megan Titus called the roll:

Members Present: Joseph Cappuzzello, Thomas Hannon, Jody Klase,
Wendy Higgins, 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. 19-94 Approve agenda for Regular Meeting of May 22, 2019

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

Res. 19-95 Approval of Board Minutes:

Regular Meeting – April 17, 2019

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

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Recognition of Visitors / Audience Participation:

**Mattia Barbesino – Exchange Student
Plug Smart**

Res. 19-96 RESOLUTION IN RECOGNITION AND APPRECIATION OF
SERVICE BY DEBRA WOODFORD

Resolution to recognize Debra Woodford for her service of 28 years as the Roosevelt Elementary Music Teacher. (See Exhibit G)

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

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

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

New Business:

A. Finance Committee – Joseph Cappuzzello, Chairperson

Res. 19-97 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: April, 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.

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

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Res. 19-98 DONATION

Resolution to accept the donations of 50 tooth brushes and 50 tooth paste bottles from Dr. Todd Flere to Roosevelt Elementary.

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-99 DONATIONS

Resolution to accept the following donations sponsoring golf holes in the Golf Outing scheduled for July 2019, which will be deposited into the golf account 200 9088:

- \$100 donation from Dr. Flere
- \$100 donation from W.I. Miller & Sons
- \$100 donation from Mike Candel
- \$100 donation from the McDonald FOP Lodge # 194 (Fraternal Order of Police)
- \$100 donation from Peter Sforza, Jr. O.D.

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-100 DONATION

Resolution to accept the donation of \$410.00 from the parents of the Bowling Team, to be deposited into fund 200 912B Bowling Fund.

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-101 WASTE REMOVAL CONTRACTS

Resolution to approve Waste Management to provide waste removal services and containers for McDonald High School and Roosevelt Elementary School for three (3) years, beginning July 1, 2019 and ending June 30, 2022. (See Exhibit A & B)

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-102 GAS SEARCH CONTRACT

Resolution to approve a contract with Gas Search for natural gas for the district covering August 1, 2019 through July 31, 2021 (2 years) at a cost of \$3.21 fixed/mcf (Burnertip Pricing) a 6 cent reduction per mcf from last year. (See Exhibit C)

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-103 ROOSEVELT LUNCH PRICES

Resolution to set lunch prices for Roosevelt Elementary School for the 2019-2020 school year as follows:

Grades K-6	Lunch \$2.50
	Milk \$.50

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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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-104 FUND TRANSFER

Resolution to approve the transfer of \$21,748.27 from the 007 0000 Unclaimed Funds to the 001 0000 General Fund. The 007 0000 Unclaimed Funds accounts for unclaimed funds for the district. Per ORC 9.39, if the funds are not claimed within a period of five years, the money shall revert to the general fund of the public office. Funds through June 30, 2010 only have been included for this transfer.

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-105 FUND TRANSFER

Resolution to approve the transfer of \$1,331.57 from the 001 0000 General Fund to the 007 0000 Unclaimed Funds. Outstanding checks dated July 1, 2016 and prior are included for this transfer.

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

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Res. 19-106 FUND TRANSFER

Resolution to approve the transfer of \$180,000 from the 001 0000 General Fund to the 005 0000 District Replacement Fund. (See Exhibit D)

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-107 FIVE-YEAR FORECAST

Resolution to approve Fiscal Year 2019 Five-Year Forecast, as presented and amended by the treasurer on May 22, 2019. (See Exhibit E)

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, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

B. Personnel Committee – Jody Klase, Chairperson

Res. 19-108 TREASURER'S CONTRACT

Resolution to approve a 3-year contract for Megan Q. Titus, as Treasurer of McDonald Schools, beginning August 1, 2019 through July 31, 2022. (See Exhibit F)

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

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Mrs. Klase moved and Mrs. Higgins seconded
Yeas: Klase, Higgins, Cappuzzello, Saganich
Nays: Hannon
President declared motion carried

Res. 19-109 CERTIFIED – ONE (1) YEAR LIMITED CONTRACTS

Resolution to approve the following certified personnel on a one (1) year limited contract for the 2019-2020 school year. Salary will be as per negotiated agreement:

John Anthony	Elementary Teacher
Meghan Barlett	Elementary Teacher
Tracy Bosheff	Guidance Counselor
Jody Conway	High School Teacher
Amy Dolsak	Elementary Teacher
Kristin Edwards	Elementary Teacher
Jenna Evans	High School Teacher
Michael Hecker	High School Teacher
Hallie McGee	High School Teacher
Tami Morrison	Elementary Teacher
Anthony Napolitano	High School Teacher
Danielle Ronghi	High School Teacher
Lance Ronghi	Elementary Teacher
Elaine Rupe	Elementary Teacher
Alicia Stonestreet	High School Teacher

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Jeana Wert	Elementary Teacher
Ryan Witkoski	Elementary Teacher

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

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

Res. 19-110 CERTIFIED – CONTINUING

Resolution to approve a continuing contract for the following certified personnel, beginning with the 2019-2020 school year. Salary will be as per negotiated agreement:

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

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

Res. 19-111 CLASSIFIED – TWO (2) YEAR LIMITED CONTRACTS

Resolution to approve two (2) year limited contracts for the following classified personnel, for the 2019-2020 and 2020-2021 school years. Salary is as per negotiated agreement.

Lynn Brown	Assistant Cook
Jeff Loew	Bus Driver
Jennifer Ramer	Bus Driver
Salvatore Vecchione	Domestic

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

Res. 19-112 CLASSIFIED – CONTINUING CONTRACTS

Resolution to approve a continuing contract for the following classified personnel, beginning with the 2019-2020 school year. Salary will be as per negotiated agreement:

Susan Gill	Head Cook
Linda Prokop	Study Hall Monitor

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

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

Res. 19-113 SUPPLEMENTAL CONTRACTS – 2019/2020

Resolution to hire the following personnel on a one (1) year supplemental contract for the 2019-2020 school year, pending certification and BCII/FBI background checks. Salary will be as per negotiated agreement:

Dan Williams – Physical Fitness Coach
Amy Dolsak – Girls Head Basketball Coach
Jim Getz – Head Bowling Coach
Joe Celli – Varsity Assistant Football Coach
Steve Durbin – Varsity Assistant Football Coach
Tom Senich – Varsity Assistant Football Coach

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Bill Ifft – Freshman Football Coach
Ray Lewis – Junior High Football Coach
Brian Bosheff – Junior High Football Coach
Ben Carkido – Volunteer Varsity Football Coach
Jeff Cintron – Volunteer Varsity Football Coach
Hallie McGee – Yearbook Advisor
Renee Ifft – Co-Advisor Jr. Class
Danielle Ronghi – Co-Advisor Jr. Class
Pam Ross – Co-Advisor National Honor Society
Samantha Rozzo – Co-Advisor National Honor Society
Alicia Stonestreet – Co-Advisor Student Council
Jody Conway – Co-Advisor Student Council
Staci Conley – Safety Patrol Advisor
Renee Ifft – High School Detention Supervisor

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

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

Res. 19-114 SUMMER SCHOOL TUTORS

Resolution to approve the following certified personnel as tutors for the elementary summer school program. Rate to be \$20.50 per hour:

6499

Linda Metzinger
Patrice Simmons
Jeana Wert

Tami Morrison
Patricia Vilk-Worrell

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

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

C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 19-115 MCDONALD GIRLS' BASKETBALL CAMP – 2019

Resolution to approve a girls' basketball camp for grades K-6, from June 5, 2019 through June 7, 2019, at Roosevelt Elementary School, at the cost of \$30 per student. (See Exhibit H)

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

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

Res. 19-116 CALAMITY EXCESS HOURS MAKE-UP OPTIONS

Resolution authorizing the superintendent to approve Blizzard Bag hours to make up excess calamity hours above the minimum hours required by The Ohio Department of Education, equivalent to a maximum of three (3) days of instruction.

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

6500

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

Res. 19-117 POLICIES – SECOND READING

Resolution to approve the second reading of the following policies:

DJ	PURCHASING
GBIA (ALSO IG DFA)	ONLINE FUNDRAISING CAMPAIGNS/ CROWDFUNDING
IG DFA (ALSO GBIA)	ONLINE FUNDRAISING CAMPAIGNS/ CROWDFUNDING
DJC	BIDDING REQUIREMENTS
DJF-P	PURCHASING PROCEDURES
DJH	CREDIT CARDS
JECBD	INTRADISTRICT OPEN ENROLLMENT

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

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

Res. 19-118 APPROVAL OF POLICIES

Resolution to approve the following policies:

BJA – LIAISON WITH SCHOOL BOARDS ASSOCIATIONS

6501

EHB – USE OF ELECTRONIC SIGNATURES

JEFB – RELEASED TIME FOR RELIGIOUS INSTRUCTION

KJA – DISTRIBUTION OF MATERIALS IN SCHOOLS (VERSION 1)

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

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

Res. 19-119 ADJOURNMENT


Mr. Cappuzzello moved and Mrs. Higgins seconded to adjourn the Regular Meeting at 8:30 p.m.

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

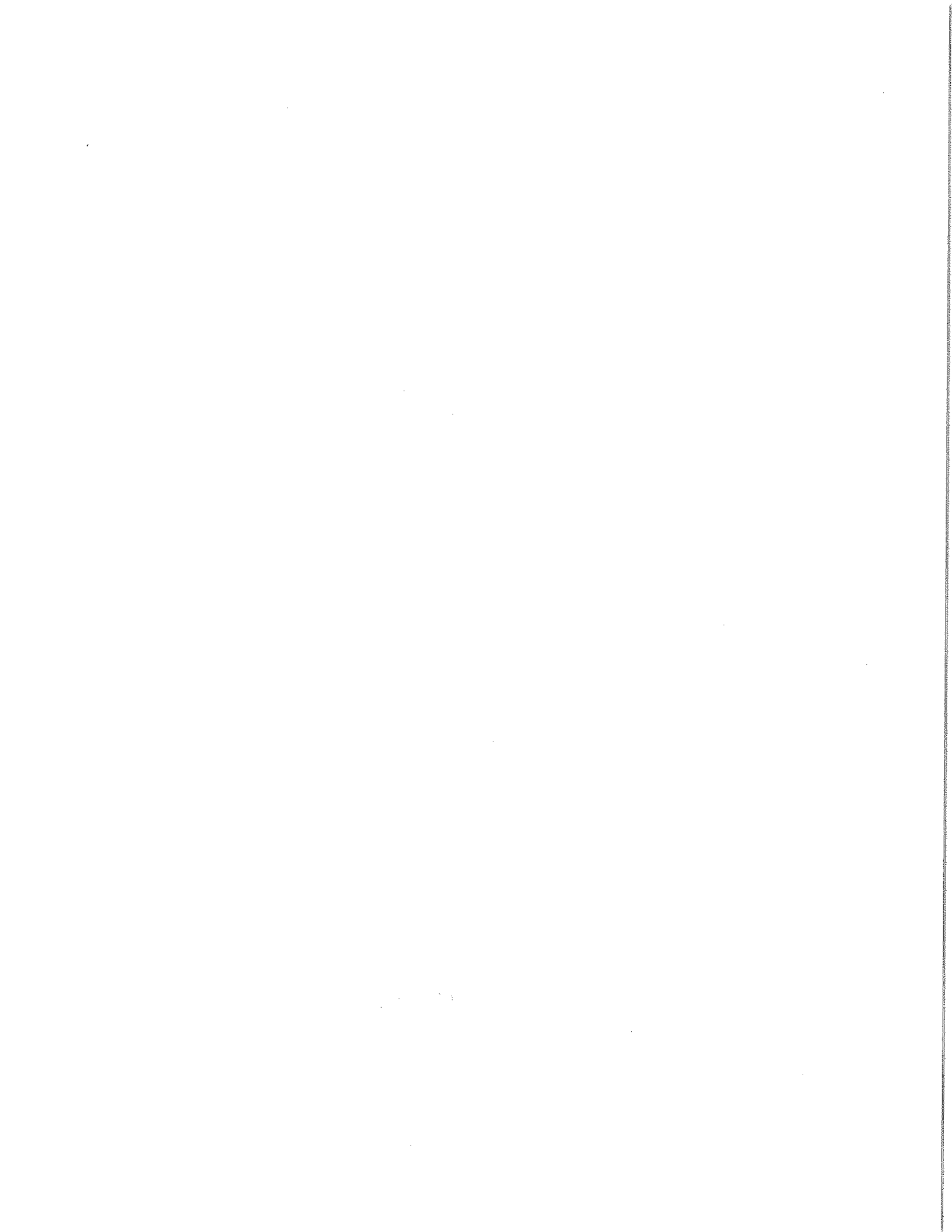
ATTEST:



PRESIDENT



TREASURER





Waste Management of Ohio, Inc.
 48797 Alpha Dr Suite 100
 Wixom, MI, 48393
 (866) 797-9018

WM Agreement # S0011649926
 Customer ID 14-18802-42005
 Acct. Name MCDONALD HIGH SCHOOL
 Salesperson Ryan Perry
 Effective Date 9/1/2019
 Last PI Date 08/22/2015

Service Agreement Non-Hazardous Waste Service Summary

Service Information				Billing Information			
Name	MCDONALD HIGH SCHOOL	Contact	Megan Titus	Name	TREASURER'S OFFICE	Contact	Megan Titus
Address	600 IOWA AVE	Telephone #	(330) 530-8051	Address	600 IOWA AVE	Telephone #	(330) 530-8051
City State Zip	MC DONALD, OH 44437-1699	Fax #		City State Zip	MC DONALD, OH 44437-1677	Fax #	
County/Parish	TRUMBULL	Email	titum@mcdonald.k12.oh.us	County/Parish	TRUMB	Email	titum@mcdonald.k12.oh.us
Customer Comments:				PO#			

Service Description & Recurring Rates					
Quantity	Equipment	Material Stream	Frequency	Base Rate	\$ 121.93
1	8 Yard FEL	MSW Commercial	1xPer Week	Fuel & Environmental/RCR	\$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 200.00 Current FSC 0.00%, EVC 0.00%, RCR 0.00% **MONTHLY TOTAL: \$ 121.93***

Customer's Waste Materials not to exceed an average weight of lbs/yard. **MONTHLY GRAND TOTAL: \$ 121.93***

Initial One Time Service Charges* **As Needed Services***
 The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

DocuSigned by:
Megan Titus
 Megan Titus Title
 Printed Name Date 5/23/2019

DocuSigned by:
Ryan Perry
 Ryan Perry Waste Management Sales Rep.
 Printed Name Title Date 5/23/2019

Terms and Conditions on following page(s)

1. (a) **SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
3. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
4. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) **PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) **CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
5. **INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's

failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

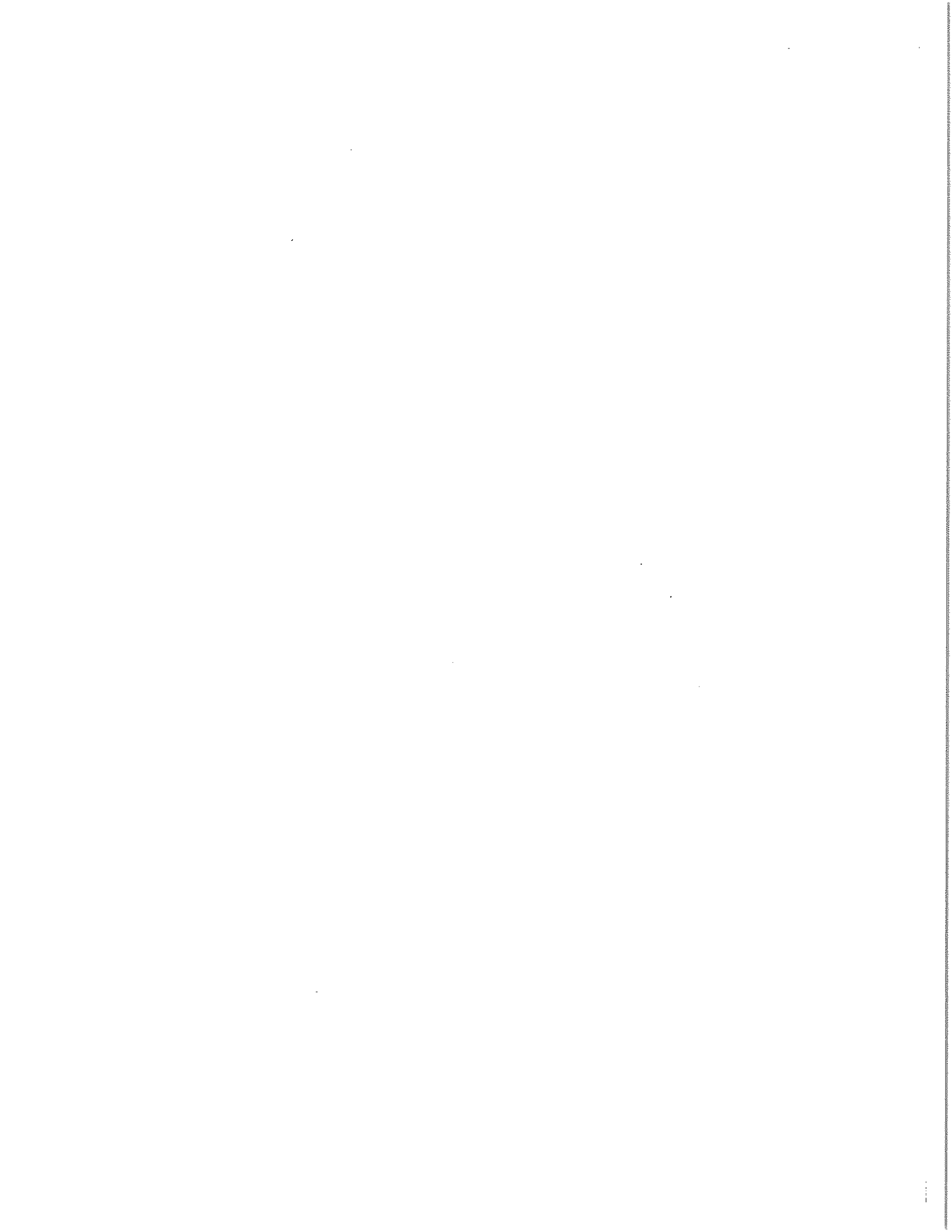
9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ePay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement. (b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads. (c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.





Waste Management of Ohio, Inc.
 48797 Alpha Dr Suite 100
 Wixom, MI, 48393
 (866) 797-9018

WM Agreement # S0011649812
 Customer ID 14-18796-62008
 Acct. Name MCDONALD ROOSEVELT ELEMENTARY
 Salesperson Ryan Perry
 Effective Date 9/1/2019
 Last PI Date 08/22/2018

Service Agreement Non-Hazardous Waste Service Summary

Service Information

Name MCDONALD ROOSEVELT ELEMENTARY
 Contact Megan Titus
 Address 410 7TH ST W Telephone # (330) 530-8051
 City State Zip MC DONALD, OH 44437-1606 Fax #
 County/Parish TRUMBULL Email titum@mcdonald.k12.oh.us

Billing Information

Name TREASURER'S OFFICE Contact Megan Titus
 Address 600 IOWA Telephone # (330) 530-8051
 City State Zip MC DONALD, OH 44437-1677 Fax #
 County/Parish TRUMB Email titum@mcdonald.k12.oh.us
 PO#

Customer Comments:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	3xPer Week	Fuel & Environmental/RCR	\$ 366.45 \$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 200.00

Current FSC 0.00%, EVC 0.00%, RCR 0.00%

MONTHLY TOTAL \$ 366.45

Customer's Waste Materials not to exceed an average weight of lbs/yard.
 Initial One Time Service Charges*

MONTHLY GRAND TOTAL \$ 366.45

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

DocuSigned by:

Megan Titus

Megan Titus
 Printed Name

5/23/2019
 Date

Customer Signature

DocuSigned by:

Ryan Perry

Ryan Perry
 Printed Name

Waste Management Sales Rep.
 Title

5/23/2019
 Date

Company Signature

Terms and Conditions on following page(s)

1. (a) **SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the attached service summary (the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the attached Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste fires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
3. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
4. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) **PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) **CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
5. **INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's

failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, WM ezPay or Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(d) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

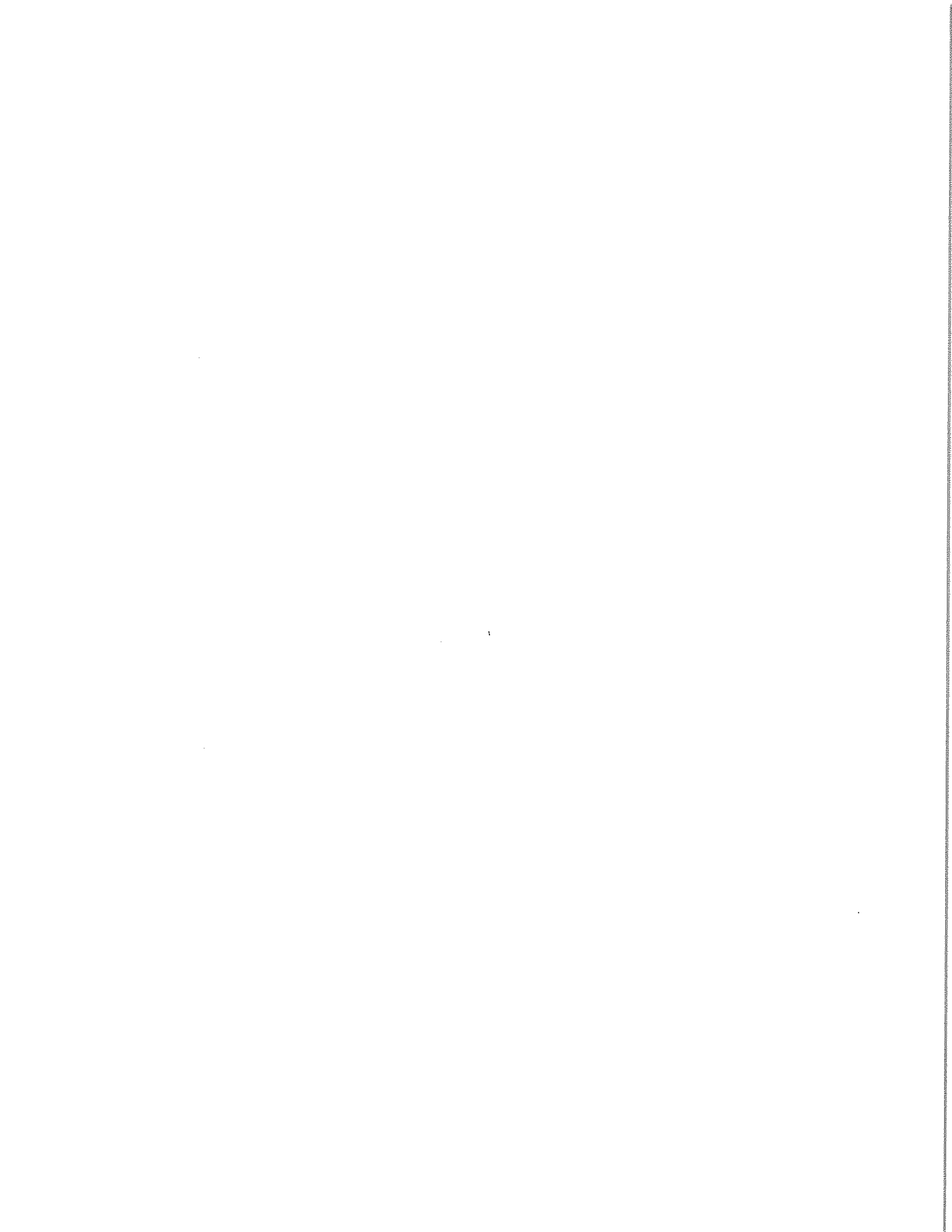
(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads.

(c) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com.

(d) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages.

(e) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.



Natural Gas Sales Agreement, Gasearch, LLC
24 MONTH

THIS AGREEMENT made and entered into this **May 21, 2019** by and between Gasearch, LLC, 4991 Belmont Ave., Youngstown, OH 44505 hereinafter referred to as "Seller" and Mc Donald School District, hereinafter referred to as "Buyer", 600 Iowa Ave., Mc Donald, Ohio 44437-1677. The Buyer is a customer of Dominion East Ohio Gas Company, hereinafter referred to as "DEOG".

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

BILLING AND PAYMENT. DEOG will send a single monthly bill that will include DEOG's transportation charges and any taxes and/or fees assessed by DEOG; and Seller's natural gas rate of **\$3.21/MCF** and applicable sales tax. If the Buyer is tax exempt, it is the responsibility of the Buyer to provide Seller with an Ohio tax exemption certificate, as filed with the Ohio Dept. of Taxation. Failure to make payment subjects Buyer to disconnection and termination of this agreement by DEOG, and any termination costs per DEOG's tariffs, as well as any charges associated with the Seller, per this agreement. Such termination does not relieve Buyer of any obligation to the Seller for natural gas delivered to the Buyer. Seller may assess a finance charge of one and one-half percent (1.5%) per month on all unpaid invoices, upon DEOG's termination of service, and early termination penalties will apply. Buyer may request, free of charge, up to twenty-four months of payment history for services rendered by seller.

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

TERM OF AGREEMENT. The term of this Agreement shall be effective from your August 2019 Dominion East Ohio billing cycle through the July 2021 Dominion billing cycle. Seller will notify buyer by mail, in accordance with the Public Utilities of Ohio regulations, of renewal terms and conditions. Unless cancelled by the Buyer or Seller, contract will renew at Seller's current market price, and will remain in effect for another year.

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

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

BURNERTIP VOLUMES: See Exhibit A for individual facility information.

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

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

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

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

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

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

MCDONALD SCHOOLS

SELLER: GASEARCH, LLC

Buyer (Print): X

Megan Q. Titus

Sign: X

Megan Q Titus

BY:

Kelly Bartolotta Pedrigo

OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

Natural Gas Sales Agreement, Gasearch, LLC
24 MONTH

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

EXHIBIT A

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

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

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

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

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

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

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

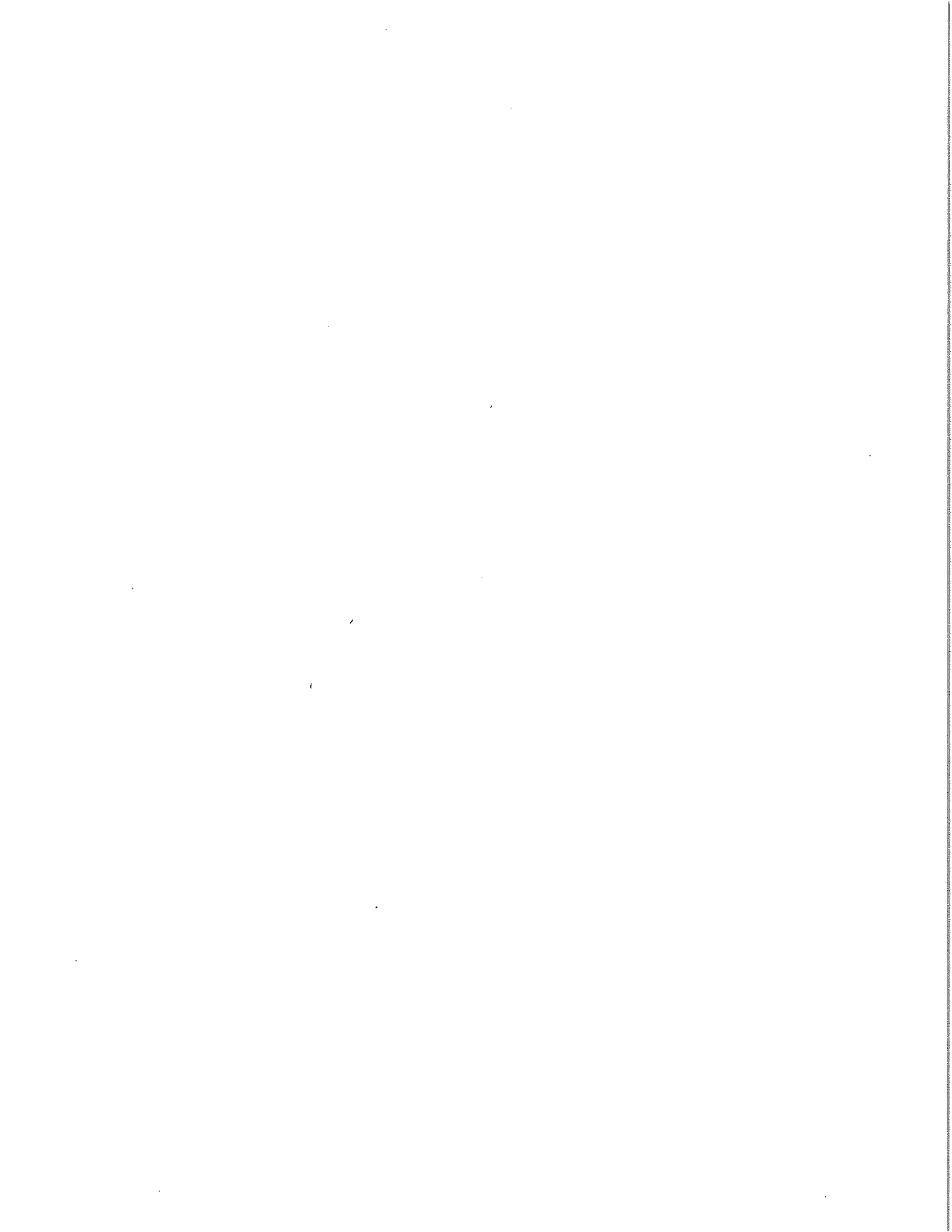
OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

McDonald Local School District
Replacement Fund 005 0000
Transfer of \$180,000
Board Meeting Date: May 22, 2019

Buses	\$ -
Roofs	\$ 30,000
Technology	\$ 20,000
Landscape / Snow Removal Equipment	\$ -
HVAC Replacement / Maintenance	\$ 50,000
Textbooks / E-Textbooks	\$ 10,000
Miscellaneous	\$ 70,000
TOTAL	\$180,000



MCDONALD

EXHIBIT E

TRUMBULL

Schedule of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Years Ended June 30, 2016, 2017 and 2018 Actual;
Forecasted Fiscal Years Ending June 30, 2019 Through 2023

	Actual				Average Change	Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018			Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
Revenues										
1.010 General Property Tax (Real Estate)	\$1,496,483	\$1,425,780	\$1,171,679		-11.3%	\$1,219,525	\$1,237,818	\$1,256,385	\$1,275,231	\$1,294,359
1.020 Tangible Personal Property Tax										
1.030 Income Tax										
1.035 Unrestricted State Grants-in-Aid	5,338,897	5,412,424	5,499,984		1.5%	5,423,905	5,478,145	5,532,926	5,588,255	5,644,138
1.040 Restricted State Grants-in-Aid	26,177	21,228	26,378		2.7%	28,924	29,502	30,093	30,694	31,308
1.045 Restricted Federal Grants-in-Aid - SFSF										
1.050 Property Tax Allocation	282,153	266,815	216,537		-12.1%	235,858	249,396	253,137	256,934	260,788
1.060 All Other Revenues	1,257,650	1,416,863	1,510,435		9.6%	1,595,544	1,611,435	1,627,456	1,643,637	1,659,980
1.070 Total Revenues	8,401,360	8,543,110	8,425,013		0.2%	8,503,756	8,606,296	8,699,997	8,794,751	8,890,573
Other Financing Sources										
2.050 Advances-In										
2.060 All Other Financing Sources	7,929	2,201	1,129		-60.5%					
2.070 Total Other Financing Sources	7,929	2,201	1,129		-60.5%					
2.080 Total Revenues and Other Financing Sources	8,409,289	8,545,311	8,426,142		0.1%	8,503,756	8,606,296	8,699,997	8,794,751	8,890,573
Expenditures										
3.010 Personal Services	3,743,566	4,121,245	4,400,895		8.4%	4,604,698	4,735,476	4,843,988	4,955,430	5,069,882
3.020 Employees' Retirement/Insurance Benefits	1,377,410	1,467,583	1,612,307		8.2%	1,755,183	1,818,777	1,891,528	1,967,189	2,045,877
3.030 Purchased Services	896,160	1,027,791	1,232,909		17.3%	1,286,532	1,376,141	1,391,886	1,419,706	1,448,084
3.040 Supplies and Materials	159,604	179,889	211,919		15.3%	241,769	249,022	256,493	264,188	272,113
3.050 Capital Outlay	3,984	8,594	1,283		15.3%	2,195				
4.300 Other Objects	56,940	60,583	52,491		-3.5%	59,756	60,951	62,170	63,413	64,662
4.500 Total Expenditures	6,237,664	6,865,685	7,511,804		9.7%	7,950,133	8,240,367	8,446,065	8,669,926	8,900,638
Other Financing Uses										
5.010 Operating Transfers-Out	189,500	2,799,000	200,000		642.1%	225,000	200,000	200,000	200,000	200,000
5.020 Advances-Out						533,108				
5.030 All Other Financing Uses										
5.040 Total Other Financing Uses	189,500	2,799,000	200,000		642.1%	758,108	200,000	200,000	200,000	200,000
5.050 Total Expenditures and Other Financing Uses	6,427,164	9,664,685	7,711,804		15.1%	8,708,241	8,440,367	8,646,065	8,869,926	9,100,638
6.010 Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	1,982,125	1,119,374	714,338		-160.1%	204,485	165,929	53,932	75,175	210,065
7.010 Cash Balance July 1 - Excluding Proposed Renewal/Replacement and New Levies	3,723,528	5,705,653	4,586,279		16.8%	5,300,617	5,096,132	5,262,061	5,315,993	5,240,818
7.020 Cash Balance June 30	5,705,653	4,586,279	5,300,617		-2.0%	5,096,132	5,262,061	5,315,993	5,240,818	5,030,753
8.010 Estimated Encumbrances June 30	14,010	20,002	11,879		1.1%					
Fund Balance June 30 for Certification of Appropriations										
10.010 Fund Balance June 30 for Certification of Contracts, Salary Schedules and Other	5,691,643	4,566,277	5,288,738		-2.0%	5,096,132	5,262,061	5,315,993	5,240,818	5,030,753
12.010 Fund Balance June 30 for Certification of Contracts, Salary Schedules and Other	5,691,643	4,566,277	5,288,738		-2.0%	5,096,132	5,262,061	5,315,993	5,240,818	5,030,753
15.010 Unreserved Fund Balance June 30	5,691,643	4,566,277	5,288,738		-2.0%	5,096,132	5,262,061	5,315,993	5,240,818	5,030,753

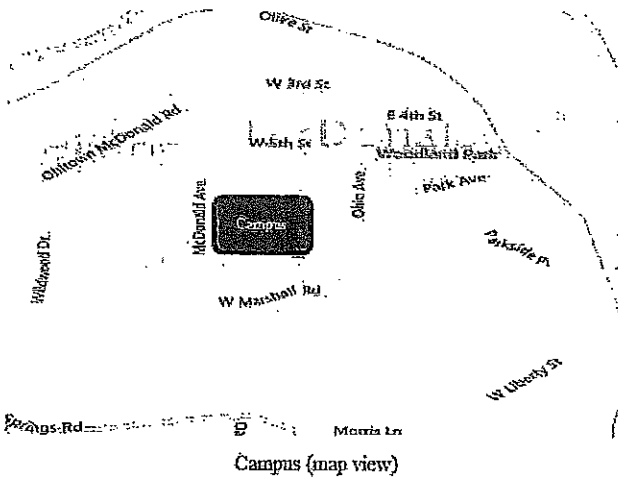
See accompanying summary of significant forecast assumptions and accounting policies

Includes: General fund, Emergency Levy fund, DPIA fund, Textbook fund and any portion of Debt Service fund related to General fund debt

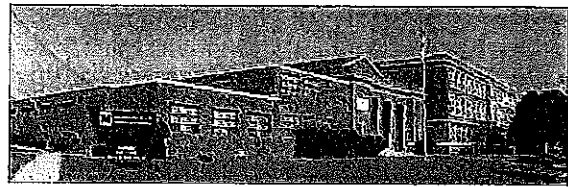
McDonald Local School District
 Trumbull County
 Summary of Significant Assumptions and Accounting Policies
 For the Fiscal Year Ending June 30, 2019

Note 1 – The School District

The McDonald Local School District is located in Trumbull County and encompasses all of the Village of McDonald and a portion of Weathersfield township. The School District is organized under Article VI, Sections 2 and 3, of the Constitution of the State of Ohio. The legislative power of the School District is vested in the Board of Education, consisting of five members elected at large for staggered four year terms. The School District operates two instructional buildings on one campus which are staffed by 52 highly qualified teachers, 3 para-professional aids and 14 quality non-teaching classified personnel to provide services to 833 students.



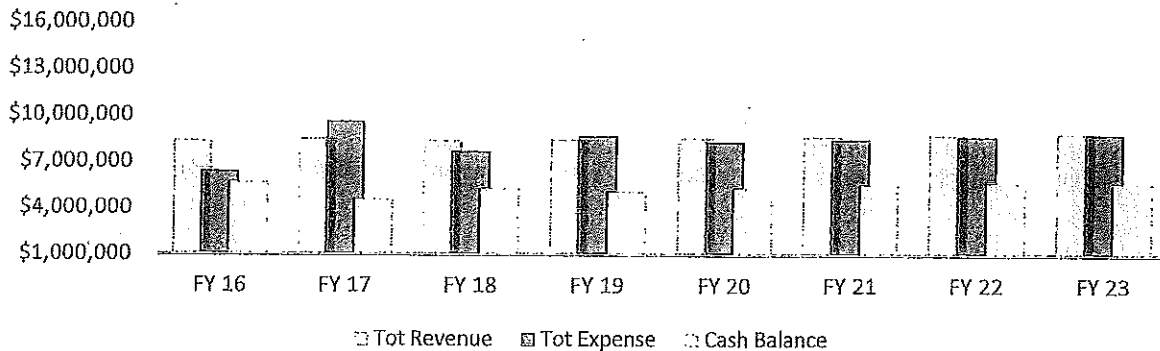
Roosevelt Elementary School



McDonald High School

Note 2 – Uncertain Nature of the Forecast

This forecast presents, to the best of the Board of Education's ability, the expected revenues, expenditures and balances of the operating funds. Accordingly, the forecast reflects the Board's judgment of the expected conditions and its planned course of action as of May 22, 2019, the adopted date of this forecast. The assumptions herein involve actions and influences of: the board of education, superintendent, students, governor, legislators, voters, consortiums, unions and various other stakeholders. Differences between the forecasted and actual results are inevitable because of the vast number of people involved.



McDonald Local School District
Trumbull County
Summary of Significant Assumptions and Accounting Policies
For the Fiscal Year Ending June 30, 2019

Note 3 – General Operating Assumptions

The McDonald Local School District will continue to operate in accordance with its adopted school calendar and pay all obligations. The forecast contains those expenditures deemed necessary to provide high quality yet affordable educational programs aligned with state and local objectives for students.

Note 4 – Capital Expense Policies and Procedures

Continuous upkeep and maintenance of the high school and elementary buildings is a significant challenge and can prove to be very costly. Emphasis has also been placed on a need for an athletic complex that would include an all-weather track. Estimated costs for this athletic complex have been incorporated into the table on the following page.

In November 2016, an Emergency Levy was passed with the intent to fund the athletic complex project. The levy will generate \$260,000 per year for ten years. In January 2017, the board appropriated the full amount of \$2,600,000 for the project, and transferred this amount out of the general fund and into a separate fund for tracking purposes.

In the first year after the Emergency Levy passed, the athletic complex project was put on hold and the first year's collection from the levy was returned. In order to return \$60,000 of the \$260,000, a 4.3 mill Permanent Improvement levy was reduced to 3.15 mills for one year. The remaining \$200,000 was repaid through the suspension of Emergency Levy collections.

In October 2018, the Board finalized the purchase of a piece of land that will be used for the athletic complex, thereby starting up the project once again. With this, the District resumed collections of the \$260,000 annual amount of the Emergency Levy, effective for calendar year 2019. Collections will continue until calendar year 2026.

The Permanent Improvement Levy millage increased from 3.15 mills back to 4.3 mills during calendar year 2018 (collection year 2019). This levy was renewed and extended during fiscal year 2019 for five additional years (see 1 in table on next page).

During fiscal year 2021 the Bond and OSFC Maintenance levies will expire. At this time, an opportunity exists to combine the two levies and request another Permanent Improvement or alternative levy equal to the expiring amounts (see 2 in table on next page).

As depicted in the table on the following page, the Board will continue to place \$180,000 annually into the regular replacement fund in order to manage on-going capital problems.

McDonald Local School District
Trumbull County
Summary of Significant Assumptions and Accounting Policies
For the Fiscal Year Ending June 30, 2019

10 Year Financial Model - Permanent Improvements											
	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Beginning Balance	487,822	3,132,981	3,228,127	2,649,326	1,372,539	207,234	704,225	1,099,512	1,476,799	1,636,789	1,796,799
Receipts											
OSFC Maintenance (034 0000)	22,415	22,421	22,667	22,667	22,667	10,704	-	-	-	-	-
Half Mill Equalization (034 0000)	25,750	25,750	25,750	25,750	25,750	-	-	-	-	-	-
Replacement Fund (005 0020)	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
Permanent Improve (003 9015)	225,879	191,437	195,011	226,287	226,287	226,287	226,287	226,287	-	-	-
		<p>COMPLETED: Renewed extended and reduced a \$530,000 levy to \$260,000 for 10 yrs. Used Fund Balance Statement to transfer \$2.6 million to project.</p>	<p>COMPLETED: 4.3 mill PI levy was reduced to 3.15 mill for 1 year only, 6 levy increased back to 4.3 mills in final year, which was tax year 2018 (collection year 2019).</p>	<p>(1) Renewed expiring 4.3 mill PI levy for five years.</p>		<p>(2) Debt Service levy expires along with the OSFC Maintenance levy. Combine the two and ask for another PI or alternative levy equal to the expiring amounts.</p>				<p>REIN THE CYCLE AGAIN: Renew the \$260,000 ten year levy if necessary. Next year renew the 10 year \$200,000 levy, etc.</p>	
FROM GENERAL, via Fund Bal.	2,600,000	-	-	-	1,908,660	-	-	-	-	-	2,600,000
TOTAL REVENUE	3,052,074	419,587	423,428	484,704	2,354,704	416,991	406,237	406,237	180,000	180,000	2,789,000
Expenditures											
Total Expenditures (actual)	406,915	224,437	894,291	-	-	-	-	-	-	-	-
Athletic Complex - Land Purchase and prep of land for construction	-	-	217,998	-	-	-	-	-	-	-	-
Technology Improvements	-	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
High School - LED Light Install	-	-	-	154,500	-	-	-	-	-	-	-
Elementary - Security Camera Install	-	-	-	57,000	-	-	-	-	-	-	-
Athletic Complex	-	-	-	1,500,000	1,500,000	-	-	-	-	-	-
Potential PI Projects	-	-	-	-	1,900,000	-	-	-	-	-	-
Potential BI Projects	-	-	-	-	-	-	-	-	-	-	2,600,000
TOTAL EXPENDITURES	406,915	224,437	1,102,229	1,731,500	3,420,000	20,000	20,000	20,000	20,000	20,000	2,620,000
Ending Cash Balance	3,132,981	3,328,127	3,649,326	1,372,530	207,234	704,225	1,099,512	1,476,799	1,636,789	1,796,799	1,956,799

Note 5 – Significant Assumptions for Revenues and Other Financing Sources

General and Tangible Personal Property Taxes

The property tax revenues for the district are realized from the following levies:

Tax Levies	Year Approved/ Renewed	First Calendar Year of Collection	Last Calendar Year of Collection	Full Tax Rate (Per \$1,000 of Assessed Valuation)
Inside Ten Mill Limitation (Unvoted)	n/a	n/a	n/a	\$5.10
Continuing Operating	1976	n/a	n/a	30.80
Continuing Operating	1980	n/a	n/a	6.00
Emergency (\$200,147)	2018	2019	2028	3.90
Emergency (\$260,000)	2016	2017	2026	5.05
Total Operating Tax Rate				\$50.85
Bond	1999	1999	2021	3.05
OSFC Maintenance	1999	1999	2021	0.50
Permanent Improvement	2019	2020	2024	4.30
Total Non-Operating Tax Rate				\$7.85
TOTAL TAX RATE				\$58.70

McDonald Local School District
 Trumbull County
 Summary of Significant Assumptions and Accounting Policies
 For the Fiscal Year Ending June 30, 2019

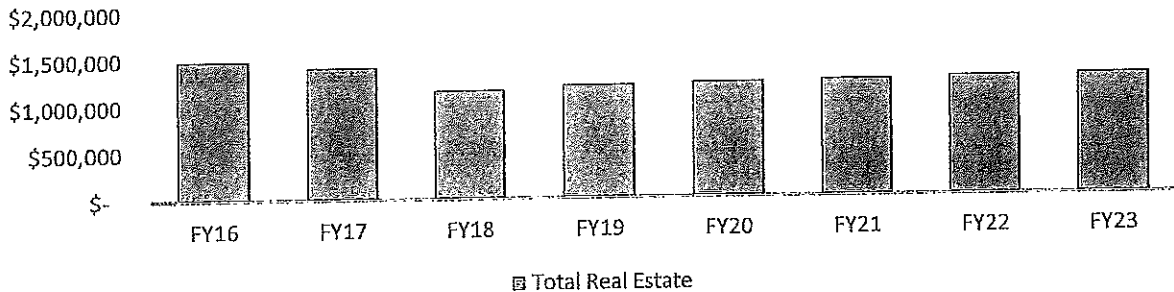
Depicted in the table on the previous page are taxes categorized by operating and non-operating levies. Operating levies currently consist of 5.1 inside mills along with two continuing levies (30.8 mills and 6 mills) and two Emergency levies (one of \$200,147 and one of \$260,000).

Non-operating levies consist of two required levies and one voluntary levy. The required bond levy was passed in 1999 to renovate our high school and build a new elementary school. It is currently collecting at 3.05 mills to service our principal and interest payment. The second required levy is the OSFC Maintenance Levy, which is set by the State at 0.5 mills to provide maintenance on the OSFC buildings. Because our valuation is so low, the District also receives a \$25,000 equalization payment from the State into that fund. The lone voluntary levy is a 4.3 mill Permanent Improvement levy, which was renewed in May 2019 for an additional five years.

Line 1.010 General Property Tax

General property tax revenue includes real estate taxes, public utility property taxes and manufactured home taxes. The board-reduced collection of an emergency levy originally passed in 2011 will continue for 10 years at an even further reduced rate of \$260,000 per year. The second (\$200,147) emergency levy was renewed in May 2018 and collections began in calendar 2019 for a ten-year period. The assumption that active levies fail at the end of their lifetime (line 1.010) is added back in (line 11.020) to allow certification of contracts.

Total Real Estate



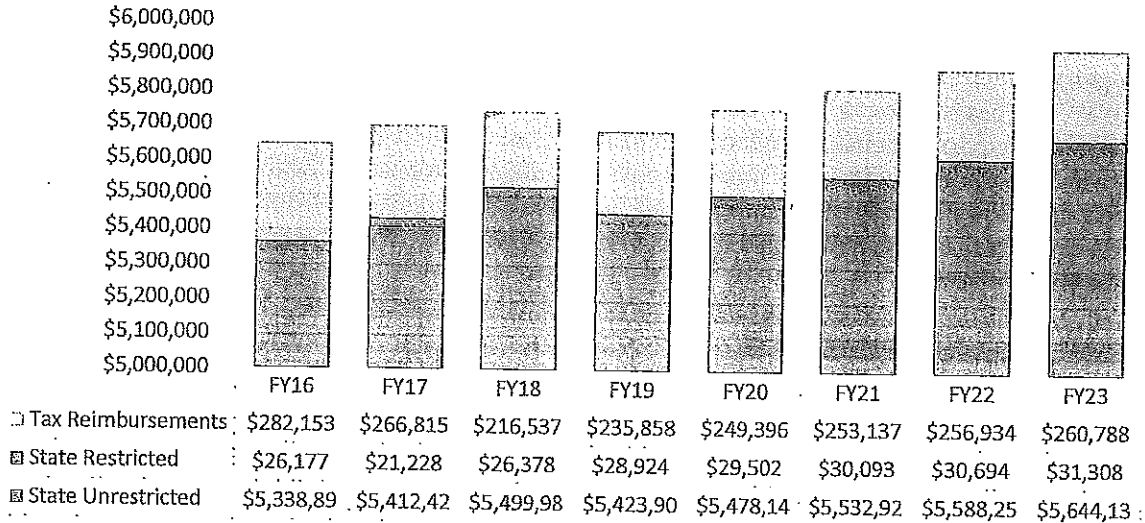
Line 1.035 Unrestricted Grants-in-Aid

Unrestricted Aid shows a slight decrease related to Foundation Funding for fiscal year 2019, in response to decreased enrollment. Foundation Funding for fiscal years 2020 through 2023 are expected to be consistent with slight increases possible each year. Unrestricted revenue also includes two casino payments each fiscal year. The first payment was received in August 2018 and totaled \$20,130. The second payment was received in January 2019 and totaled \$18,578.

This forecast estimates a projected one percent increase in Unrestricted State funding for future years, in order to remain conservative. The state education budgeting history has not been consistent; therefore, a more accurate estimate is not possible.

McDonald Local School District
Trumbull County
Summary of Significant Assumptions and Accounting Policies
For the Fiscal Year Ending June 30, 2019

STATE FUNDING



Line 1.040 Restricted Grants-in-Aid

Restricted grants-in-aid is not material to the budget. It consists of a miniscule amount of career tech money, expected to approximate \$8,450 for fiscal year 2019. Career Tech Students are educated by the associated Trumbull County Career and Technical Center located in Warren. A separate 2.4 mill levy is imposed on the McDonald taxpayers and other member districts to allow for this educational choice. Also included as restricted revenue is an expected fiscal year 2019 amount of \$22,068 set aside for support of McDonald's disadvantaged students.

Line 1.050 Property Tax Allocation

Property tax allocation revenues consisted of the following:

Revenue Sources	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
Homestead and Rollback	\$329,842	\$305,823	\$281,781	\$266,815	\$216,537
Tangible Personal Property Exemption	0	0	0	0	0
Utility Deregulation	0	0	0	0	0
Tangible Personal Property Loss Reimbursement	744	744	372	0	0
Totals	\$330,586	\$306,567	\$282,153	\$266,815	\$216,537

Based on the table above, Tangible Personal Property, Reimbursement of Tangible Personal Property and Utility Deregulation are eliminated. Homestead and Rollback are currently being phased out since new levies will not have this State reimbursement. Since homestead and rollback are directly proportional to the General Property Tax line, it is assumed that they function proportional to the Real Estate revenue.

McDonald Local School District
 Trumbull County
 Summary of Significant Assumptions and Accounting Policies
 For the Fiscal Year Ending June 30, 2019

Line 1.060 All Other Revenues

All other revenues include open-enrollment-in and a few other items. Tuition revenue from open-enrollment-in is expected to remain consistent for fiscal years 2019 to 2023. Interest income has increased significantly in fiscal year 2018, in response to rising interest rates coupled with the district's cash balance.

All other revenues consisted of the following:

	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
Open Enrollment Tuition	\$1,035,249	\$1,164,732	\$1,208,035	\$1,330,400	\$1,347,631
Interest	1,585	2,328	12,967	50,476	120,462
Student Class Fees	16,773	15,520	15,672	15,220	15,469
Other	18,152	18,180	20,976	20,767	26,873
Totals	\$1,071,759	\$1,200,760	\$1,257,650	\$1,416,863	\$1,510,435

Note 6 – Significant Assumptions for Expenditures and Other Financing Uses

Line 3.010 Personal Services

Personal services expenditures represent the salaries and wages paid to certified, classified and administrative staff, substitutes, tutors and board members. In addition to regular salaries, it includes payment for supplemental contracts and severance pay. All retirement incentive bonuses have been eliminated. All salaries are set by the Board of Education. Union contracts are signed through August of 2019. Amounts negotiated in agreements have been considered in this forecast.

Staffing levels for the last five fiscal years are displayed in the chart below.

	2014	2015	2016	2017	2018
General Fund:					
Certified	52	52	52	53	53
Classified	10	12	14	14	14
Total General Fund	62	64	66	67	67
Other Funds:					
Certified	4	4	4	4	3
Classified	2.88	2.88	2.88	2.88	2.88
Total Other Funds	6.88	6.88	6.88	6.88	5.88
Totals	68.88	70.88	72.88	73.88	72.88

Certified (teaching) staff salaries are based on a negotiated contract which includes step increases and educational incentives. The current contract expires August 31, 2019.

Presented in a chart on the following page is a comparison of salaries and wages for fiscal years 2014 - 2018.

McDonald Local School District
 Trumbull County
 Summary of Significant Assumptions and Accounting Policies
 For the Fiscal Year Ending June 30, 2019

	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
Certified Salaries	\$2,827,559	\$2,943,419	\$2,944,623	\$3,232,499	\$3,478,108
Classified Salaries	465,962	465,242	487,772	561,114	585,555
Substitute Salaries	84,441	93,826	113,148	122,002	120,036
Overtime	9,617	8,970	7,328	10,912	13,191
Supplemental Contracts	121,464	154,469	170,910	170,956	174,969
Severance Pay and Early Retirement Incentives	62,482	30,482	9,465	10,181	14,194
Insurance Incentive	0	0	8,415	8,281	9,442
Ins Opt Out/Taxable Benefits	0	0	0	0	0
Other Salaries and Wages	5,958	4,312	1,905	5,300	5,400
Totals	\$3,577,483	\$3,700,720	\$3,743,566	\$4,121,245	\$4,400,895

Line 3.020 Employees' Retirement/Insurance Benefits

Employees' retirement and insurance benefits include employer contributions to the State pension systems, health care, Medicare, workers' compensation, and other benefits arising from the negotiated agreements.

Retirement and Medicare fluctuate proportionally with salaries and therefore are expected to increase during fiscal year 2019. Enrollment in the health care plan has increased, which will cause an increase in benefit costs.

Tuition reimbursement has become more important with higher demands on teaching credentials and a change in the district salary schedule to eliminate the dual BA+30/MA column, however the MBA reimbursements are capped at \$10,000. The Board should anticipate an effort to increase this benefit.

Presented in the chart below is a comparison of the past five fiscal years:

	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
Employer's Retirement	\$479,966	\$557,471	\$602,457	\$574,228	\$659,157
Health Care/Dental/Vision/Life	704,401	648,250	732,715	758,136	869,327
Workers' Compensation	19,187	26,706	7,569	56,091	3,672
Medicare	47,415	51,101	51,101	64,734	66,151
Unemployment	0	0	0	0	0
Tuition Reimbursement	11,070	14,073	14,073	10,000	10,000
Ohio Deferred Compensation	4,000	4,000	4,000	4,000	4,000
Totals	\$1,266,039	\$1,301,601	\$1,411,915	\$1,467,189	\$1,612,307

McDonald Local School District
 Trumbull County
 Summary of Significant Assumptions and Accounting Policies
 For the Fiscal Year Ending June 30, 2019

Line 3.030 Purchased Services

Presented below is a comparison of purchased service expenditures for the past five fiscal years:

	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
Professional and Technical Services	\$64,987	\$96,308	\$93,642	\$127,295	\$133,334
Property Services	108,932	113,828	152,618	151,678	149,690
Travel and Meeting Expenses	10,958	13,898	11,529	13,731	12,732
Communication Costs	7,895	12,020	7,469	12,083	17,289
Utility Services	146,456	160,293	133,875	147,833	152,445
Tuition and Other Similar Payments	363,035	446,997	436,130	518,994	696,977
Pupil Transportation	38,988	62,759	60,894	56,175	70,438
Other Purchased Services	0	3	3	2	4
Totals	\$741,251	\$906,106	\$896,160	\$1,027,791	\$1,232,909

Professional and technical services are expected to remain increased in fiscal year 2019, in response to increased County Board services. The district has a full-time tech-coordinator and a half-time Spanish instructor that are included in this expense category. Special needs transportation is also a large component of purchased services and it is typical that each rider will cost approximately \$15,000 per year to transport.

Line 3.040 Supplies and Materials

Presented below are the supplies and materials expenditures for the past five fiscal years:

	Actual Fiscal Year 2014	Actual Fiscal Year 2015	Actual Fiscal Year 2016	Actual Fiscal Year 2017	Actual Fiscal Year 2018
General Supplies, Library Books and Periodicals	\$65,426	\$66,954	\$74,826	\$83,740	\$100,514
Operations, Maintenance and Repair	74,706	63,203	62,182	62,661	69,431
Textbooks	43,307	32,431	22,596	33,488	41,974
Totals	\$183,439	\$162,588	\$159,604	\$179,889	\$211,919

With this uneven history shown, supplies and materials are forecasted to increase each year.

Line 3.050 Capital Outlay

The district has developed a strategy that removes capital expenditures from the general fund. These expenditures will now be handled by a combination of the following: (1) Permanent Improvement Levy; (2) OSFC Maintenance Fund; and (3) Replacement Fund that is funded by the Board of Education at \$180,000 per year through the General Fund. Additionally, a separate "Athletic Field" replacement fund will provide for the replacement of our athletic facilities. See Note 4 for further detail.

McDonald Local School District
Trumbull County
Summary of Significant Assumptions and Accounting Policies
For the Fiscal Year Ending June 30, 2019

Line 4.300 Other Objects

Other objects can vary significantly from year to year, and have been forecasted as flat for fiscal years 2019 to 2023, based on the fiscal year 2018 actual costs incurred.

Line 5.010 Operating Transfers-Out

Transfers-Out will be \$180,000 per year into the regular "Replacement Fund" to support the current capital expense needs with General Fund dollars. Because the capital needs of the District are substantial, it was determined that this transfer-out was needed in order to supplement the existing PI levy. This forecast includes an additional \$45,000 transfer-out that may be required for the Athletic Fund in fiscal year 2019. An estimate of an annual \$20,000 transfer-out for the Athletic Fund is forecasted for fiscal years 2020 through 2023.

Line 5.020 Operating Advances-Out

Funds previously requiring advances have been managed more closely in recent years. As such, no advances are anticipated

Line 5.030 Other Financing Uses

Included in the Other Financing Uses (line 5.030) for fiscal year 2019 is an amount of \$533,108. This was a liability that was repaid to the Ohio Facilities Construction Commission during the current year. This amount is considered to be an extraordinary expense and is not expected to occur in future years.

Line 11.020 Property Tax – Renewal or Replacement

Though it is required that the district remove tax levy renewals from the main body of the forecast document, the amounts removed are added back here each year in order to allow for certification of long term contracts. The balance reflected on this line assumes expiring temporary levies will renew.

MCDONALD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

TREASURER'S CONTRACT

This employment contract (this "Contract") is entered into this 22nd day of May, 2019, by and between the Board of Education of the McDonald Local School District, hereinafter called the Board, and Megan Q. Titus, hereinafter called the Treasurer. The Board and the Treasurer, for the consideration herein specified, agree as follows:

1. Term of Contract

The Board, in accordance with its action as found in the minutes of its meeting held on the 22nd day of May, 2019, hereby employs, and the Treasurer hereby accepts employment, as of August 1st, 2019, and ending on July 31, 2022.

2. Professional Licensure

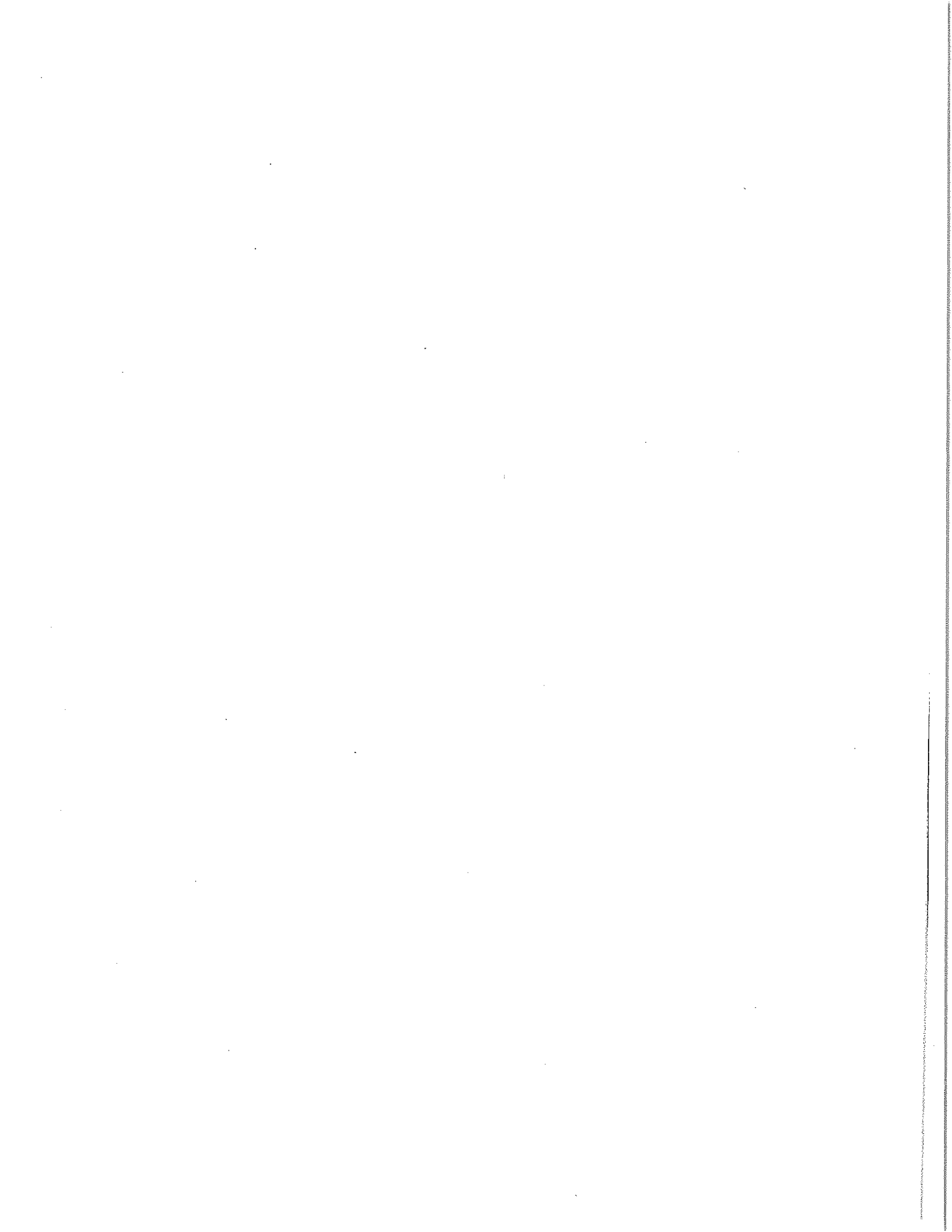
The Treasurer shall maintain and furnish to the Board evidence of her maintaining, throughout the term of this Contract, a valid and appropriate license to act as Treasurer of Schools of this District in accordance with the laws of the State of Ohio.

3. Duties of the Treasurer

The Treasurer shall perform all duties in the Job Description for Treasurer as adopted by the Board, as it may be amended from time to time during the term of this Contract. Such Job Description, as so amended, is hereby incorporated in this Contract by reference as if fully restated herein.

4. Compensation

The Board shall pay the Treasurer at an annual rate of (i) Sixty-Three Thousand and No/100 Dollars (\$63,000.00) for the period commencing August 1, 2019, and ending July 31, 2020, (ii) Sixty-Four Thousand Four Hundred Seventeen 50/100 Dollars (\$64,417.50) for the period commencing August 1, 2020, and ending July 31, 2021, and (iii) Sixty-Five Thousand Eight Hundred Sixty-Six and 89/100 Dollars (\$65,866.89) for the period commencing August 1, 2021, and ending July 31, 2022. 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 installments in accordance with Board Policy, with all appropriate withholdings. The Treasurer's per diem rate shall be calculated by dividing her total annual salary by two hundred sixty (260) work days per year. The Board may increase the salary of the Treasurer during the term of this Contract, but in no event shall the Treasurer'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. Any adjustment



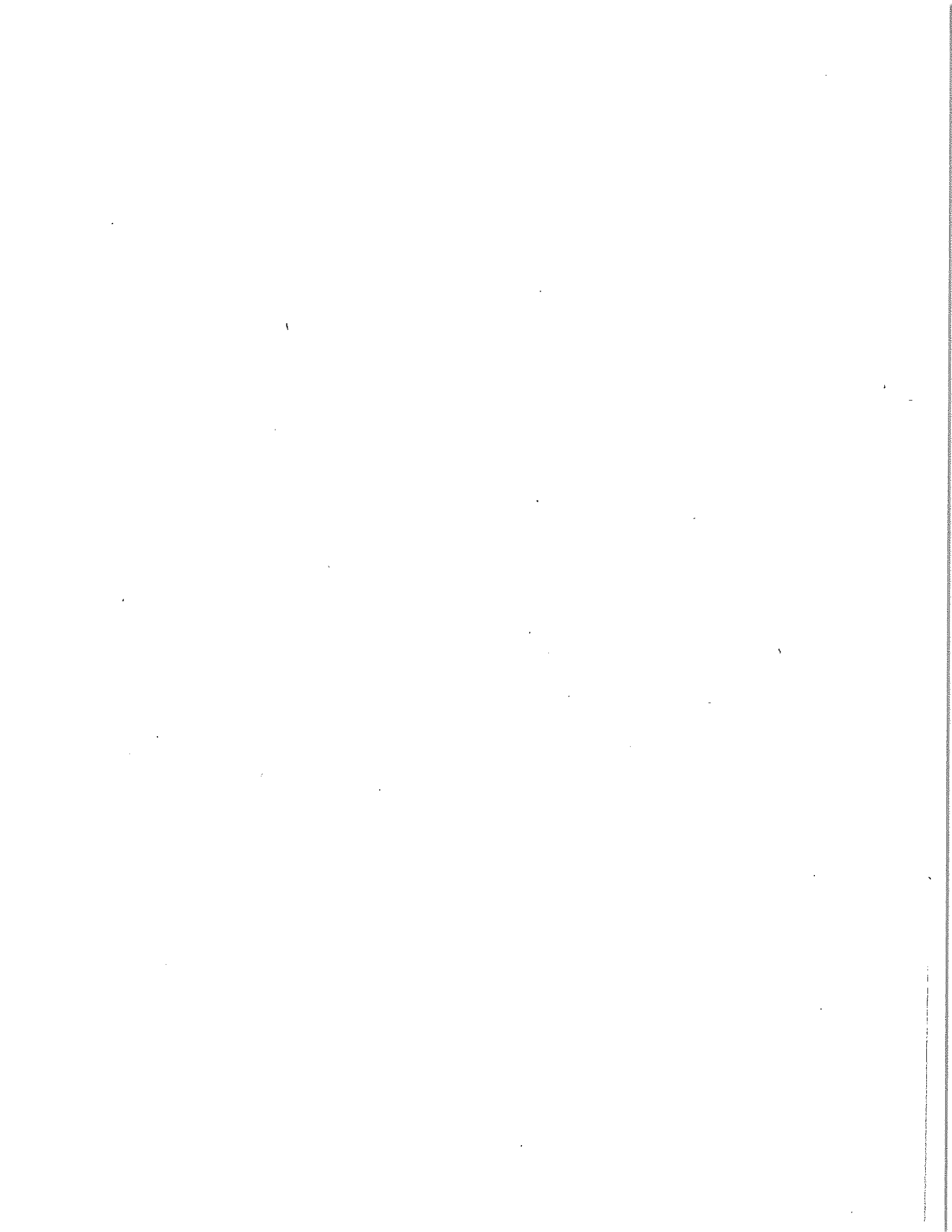
in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein and such adjustment or modification shall not be construed as a new contract or as any extension of the term of employment.

5. Other Compensation

In addition to the salary specified in paragraph 4, the Treasurer shall receive the following:

- a. Health Insurance -- The Board shall offer all health, dental, vision and other insurance benefits to the same extent as being provided to licensed staff members at the time this Contract is entered into (family plan); provided, however, that the Board reserves the right to change carriers or its method of insurance during the term of this Contract, as long as there is a substantial equivalency of coverage before and after such change. The cost of the premiums would be paid by the Board.
- b. Life Insurance -- The Board shall provide term life insurance in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00).
- c. CPE Reimbursement - The Treasurer will be eligible for reimbursement of up to Five Hundred and No/100 Dollars (\$500.00) for the actual cost incurred by the Treasurer to obtain Continuing Professional Education credits to maintain the active status of her license as a Certified Public Accountant, subject to the submission to the Board of evidence reasonably satisfactory to the Board of completion of the course or program for such Continuing Professional Education credits not later than three (3) month following completion of any such course or program.
- d. Cell phone -- The Treasurer shall be accessible by cellular phone day and night, seven (7) days a week, during the course of her employment in order to perform her 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 Treasurer agrees, as a condition of her employment, to maintain at her own expense a cellular phone capable of facilitating District communication. The Board will reimburse the Treasurer for her professional use of her cellular phone in an amount equal to Fifty and No/100 Dollars (\$50.00) per month. The Treasurer 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 policies governing the protection of confidential information, the maintenance of public records, and employee safety.

6. Vacations, Personal Days and Holidays



The Treasurer will be entitled to twenty (20) vacation days and three (3) personal days, in either case with pay each year this Contract is in effect, pro-rated for any partial contract year, in addition to the Board-approved holidays for twelve (12) month employees. Such benefit shall either be used during the term of this Contract or forfeited. Notwithstanding the foregoing, in the event of the Treasurer's death, the unused portion of such benefit shall be paid to the Treasurer's estate in accordance with Section 2113.04 of the Ohio Revised Code.

The Treasurer shall be entitled to the same paid holidays as other school district 12-month employees.

7. Days to be Worked

The Treasurer's rate of pay shall be calculated on the basis of two hundred sixty (260) working days. The Treasurer shall devote such time and energies as are necessary to perform the duties specified during normal business hours, but is expressly agreed that the duties of this position will require the Treasurer to work during times other than normal business hours.

8. Sick Leave

The Treasurer shall be entitled to the use of and accumulation of sick leave in accordance with Ohio laws and Board Policy.

9. Severance

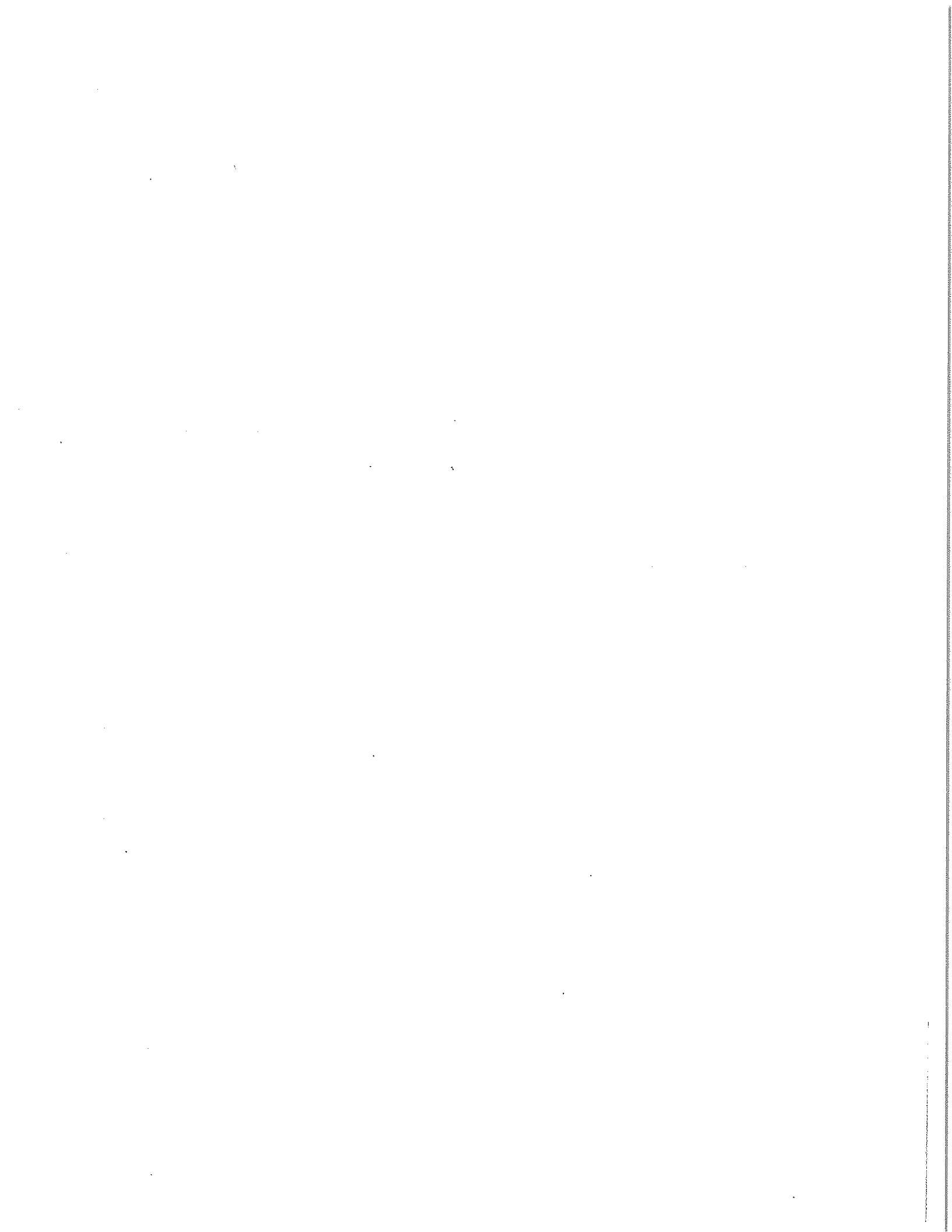
Severance shall be paid only upon SERS retirement pursuant to Ohio law.

10. Expenses

The Board shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of her official duties during her employment under this Contract subject to such limitations as provided by law and Board Policy.

11. SERS Contribution

In accordance with Internal Revenue Code Section 414(h)(2), the Board agrees to pick up all of the Treasurer's required member contribution to the State Employees Retirement System ("SERS"). Such pick up shall be a "fringe benefit" pick up of the entire amount of the member contribution which the Treasurer is required to contribute to SERS, based upon the salary and all other "compensation" of the Treasurer under Ohio Revised Code ("ORC") Section 3309.01. In furtherance of the foregoing, the Board shall pay the amount of the fringe benefit pick up directly to SERS as a member contribution of the Treasurer, in lieu of an equal amount of her contract salary being paid to SERS as a member contribution; and the Treasurer shall not have the option of receiving cash in lieu of the fringe benefit pick up. The amount of the fringe benefit pick up in this Contract



also shall be considered as compensation of the Treasurer for purposes of O.R.C. Section 3309.01; and, in accordance with and subject to the foregoing provisions of this paragraph, the Board shall pay directly to SERS all employer and member contributions (in lieu of the Treasurer paying such member contributions) required on account of the inclusion of such fringe benefit pick up as additional compensation for such purposes.

12. Liability Insurance

The Board agrees to provide the Treasurer with professional liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate.

13. Professional Growth

The Treasurer shall be encouraged to attend those professional meetings as are provided by the Board, the actual and necessary expenses of said attendance to be paid by the District in accordance with Board policy, for those meetings that are for the benefit of her employment at the McDonald Local School District. The Treasurer is encouraged to join two (2) professional organizations of her own choice at the Board's expense.

14. Evaluation

The Board shall evaluate the Treasurer by conducting no less than one (1) executive session at either a regular or special meeting of the Board for the express purpose of discussing her performance as the Board's Treasurer prior to any action by the Board on a subsequent term of the Treasurer's contract no later than by February 1 of any contract year. Additional sessions may be held at the request of either party. Nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the Treasurer's contract. The establishment of such an evaluation procedure shall not create an expectancy of continued employment as stated in O.R.C. Section 3313.22.

15. Contract Termination

This Contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Retirement, disability, or death of the Treasurer;
- c. Termination by the Treasurer or the Board in accordance with the laws of the State of Ohio.

16. Indemnification



The Board agrees that it shall defend, hold harmless, and indemnify the Treasurer from and against any and all demands, claims, suits, actions, and legal proceedings brought against her in her official capacity as agent and employee of the Board, provided the incident arose while she was acting within the scope of her employment and any such liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. The Board's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose, whichever is greater. In no case will individual Board members be considered personally liable for indemnifying the Treasurer against such demands, claims, suits, actions, and legal proceedings.

17. Medical Examination.

Upon the request of the Board, the Treasurer hereby agrees to submit to a comprehensive medical examination. A physician's statement certifying to the physical and mental competency of the Treasurer shall be filed with the President of the Board, and shall be treated as confidential information. The cost of said medical examinations shall be borne by the Board.

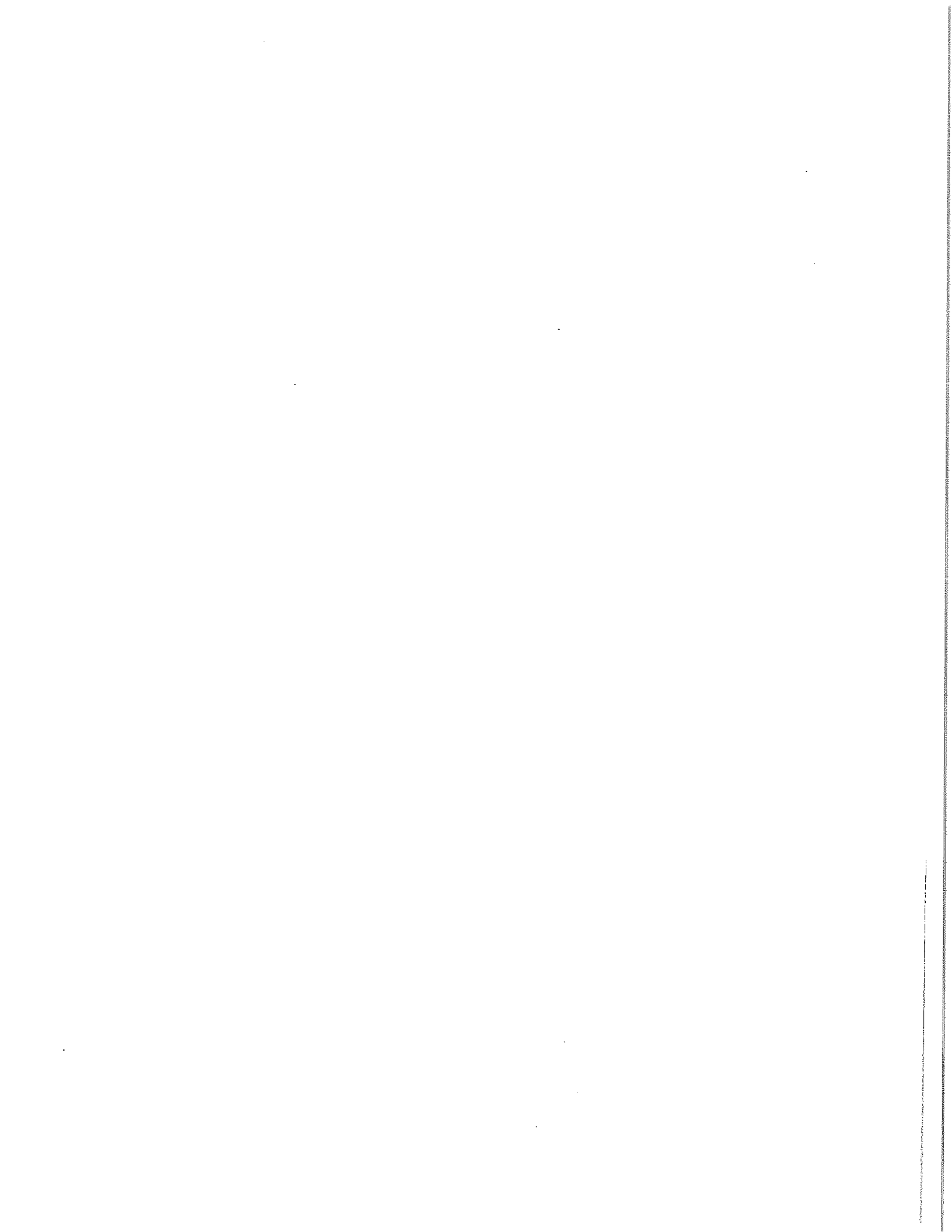
18. Savings Clause

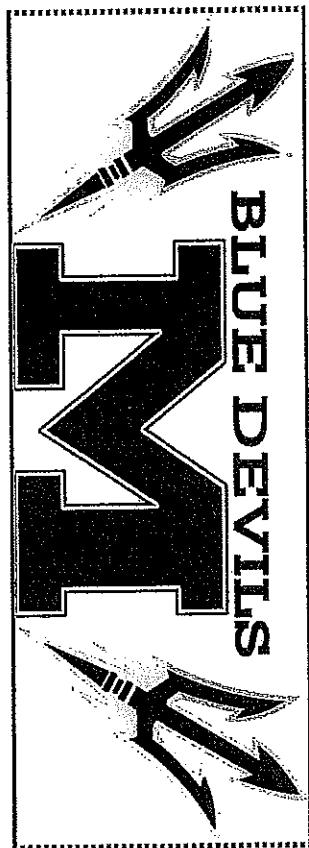
If any portion of this Contract is deemed illegal due to conflict with State or Federal law, the remainder of this Contract shall remain in full force and effect; further, this Contract does not constitute any obligation, either written or implied, for reemployment beyond the term set forth herein.

19. The Treasurer, by affixing her signature hereto, represents that she has been notified as required by O.R.C. Section 3309.53, of her duties and obligations under Chapter 3309 pertaining to the State Employees Retirement System as a condition of this employment.

Megan Z Titus 5/22/19
Treasurer Date

John M. Byrd 5-22-19
Board President Date





McDonald Local Schools

RESOLUTION IN RECOGNITION AND APPRECIATION OF SERVICE BY DEBBIE WOODFORD

WHEREAS Debbie Woodford has served the McDonald Local School District with the highest distinction for twenty-eight years as the Roosevelt Elementary Music Teacher;

WHEREAS throughout her career Debbie Woodford has worked tirelessly to promote the value of music to the overall education of her students;

WHEREAS Debbie Woodford has written and directed musical performances that have showcased the talents of multiple generations of McDonald students;

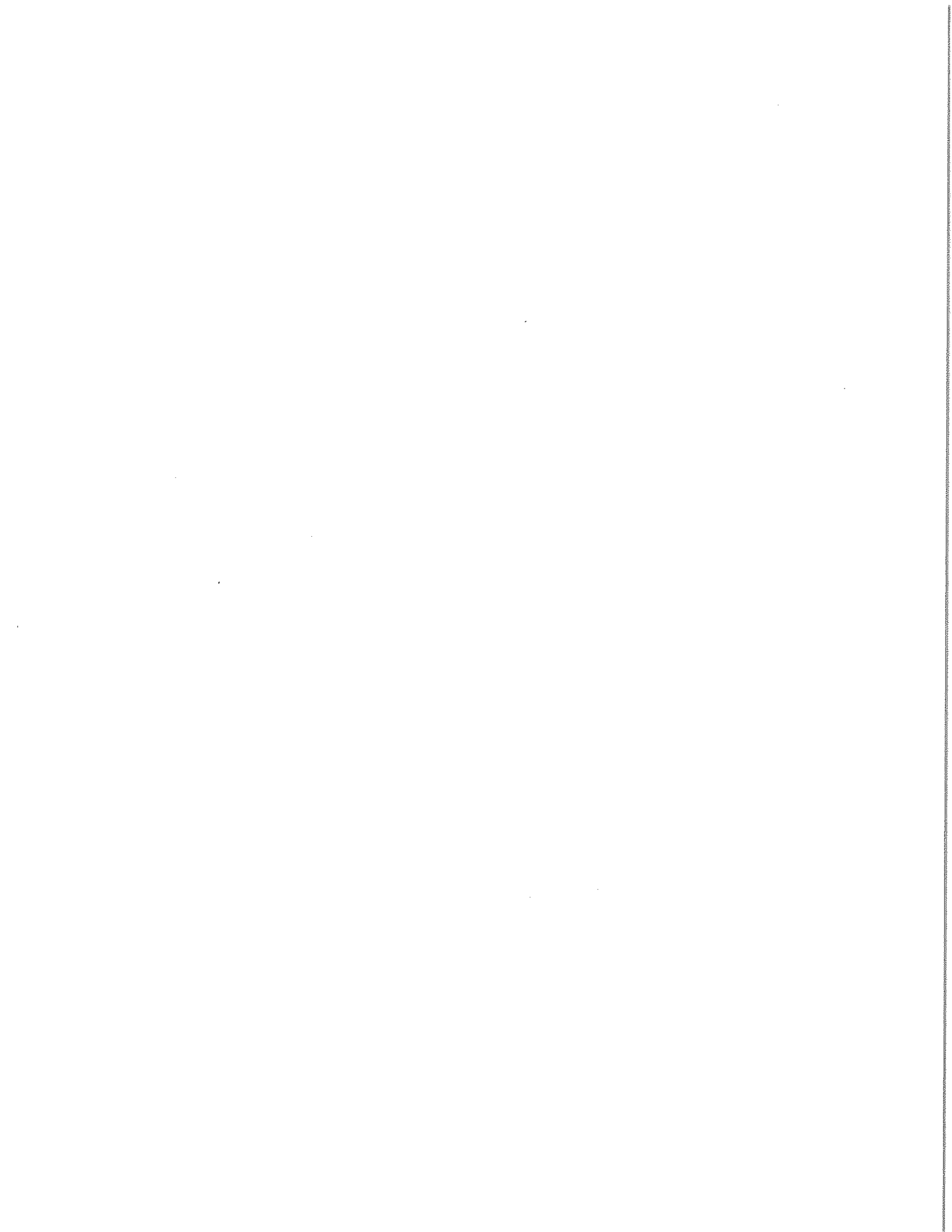
WHEREAS her sense of humor, kindness, energy and graciousness has enriched those fortunate enough to know and work with her;

WHEREAS Debbie Woodford has served the school community with integrity, honor and dedication;

NOW, THEREFORE, BE IT RESOLVED that the McDonald Local Board of Education hereby recognizes the service of Debbie Woodford as an asset to the citizens of McDonald; and expresses gratitude and sincere appreciation for her service.

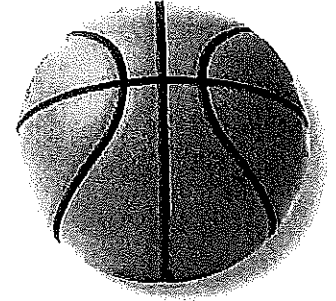
BE IT FURTHER RESOLVED that a copy of this Resolution be presented to Debbie Woodford as a dedicated and faithful McDonald Local Schools Music Teacher with our sincere appreciation.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 22nd day of May, 2019





Girls Basketball Camp



Who: Girls currently in K-6th grade

What: 3 day skills camp

Where: Roosevelt Elementary School Gymnasium

When: June 5th-7th from 9:00 a.m.-11:00 a.m.

Cost: \$30.00 (Checks payable to McDonald Local Schools)

***Any questions contact Amy Dolsak by e-mail at dolsa@mcdonald.k12.oh.us**

Registration Form

Return form and money to Miss Dolsak at the Elementary School
no later than Tuesday May, 21st.

Name _____

Current Grade: _____

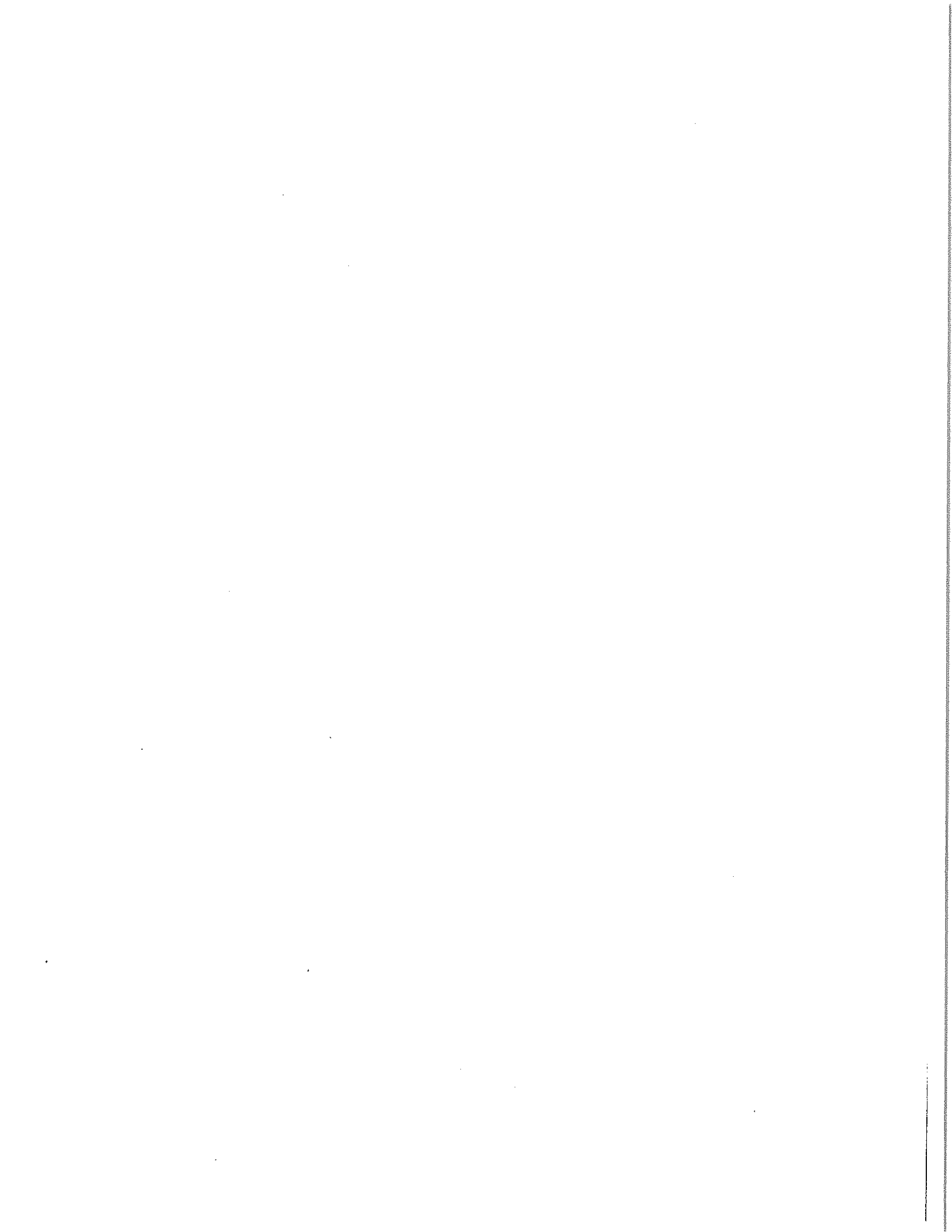
Phone #: _____

T-shirt size: Youth sizes: S M L Adult sizes: S M L

The undersigned in partial consideration of his/her child in the McDonald Elementary Youth Basketball Program does hereby waive, release and forever discharge the McDonald Local School District and the McDonald Elementary Basketball Program, their agents and employees, from any and all injury or damages sustained by the participant or her parents, guardians, representatives, heirs, or successors arising from or out of the same participation.

Parent/Guardian Signature: _____

Date: _____



MCDONALD BOARD OF EDUCATION
REGULAR BOARD MEETING
WEDNESDAY, MAY 22, 2019 – 7:00 P.M.
MHS LIBRARY

Visitors, please register.

1. Carol Augustine
2. Linda Nether
3. Patrice Simmons
4. Sami L. Morrison
5. Samantha Koff
6. Brian Bacter
7. Kenneth Mimer
8. Dorothy Harrison
9. Jackie Rasch
10. Jeff Rasch
11. Maria Barbeano
12. J. C. Bam
13. Jamey Evans
14. Debbie Woodford
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

