

**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
THURSDAY, JUNE 30, 2022 – 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Thursday, June 30, 2022, at 6:00 p.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

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

Roll Call:

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

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 22-652 Approve agenda for Regular Meeting of June 30, 2022

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

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Res. 22-653 Approval of Board Minutes:

Regular Meeting – May 23, 2022

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

Res. 22-654 Approval of Board Minutes:

Special Meeting – June 1, 2022

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

Recognition of Visitors / Audience Participation:

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

New Business:

- A. Program/Policy Committee – Jessica Krumpak, Chairperson

Res. 22-655 POLICIES – FIRST READING

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

BJA	LIAISON WITH SCHOOL BOARDS ASSOCIATIONS
DN	SCHOOL PROPERTIES DISPOSAL

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IJA	CAREER ADVISING
JFCA	STUDENT DRESS CODE
GBCB	STAFF CONDUCT
GDBE	SUPPORT STAFF VACATIONS AND HOLIDAYS
KGB	PUBLIC CONDUCT ON DISTRICT PROPERTY

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

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

Res. 22-656 HIGH SCHOOL STUDENT HANDBOOK – 2022/2023

Resolution to approve the McDonald High School Handbook for the 2022-2023 school year.

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

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

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Res. 22-657 ELEMENTARY SCHOOL STUDENT HANDBOOK – 2022/2023

Resolution to approve the Roosevelt Elementary School Handbook for the 2022-2023 school year.

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

Mrs. Krumpak moved and Mrs. Klase seconded

Yeas: Krumpak, Klase, Shields, Cappuzzello, Saganich

Nays: None

President declared motion carried

Res. 22-658 INTENT NOT TO PROVIDE CAREER-TECHNICAL EDUCATION TO STUDENTS IN GRADES SEVEN AND EIGHT

WHEREAS, O.R.C. 3313.90 provides that the requirement for a school district to provide career-technical education to students enrolled in grades seven and eight can be waived for a particular school year if the school district's board of education adopts a resolution that specifies the district's intent not to provide career-technical education to students enrolled in grades seven and eight for a particular school year and submits that resolution to the Ohio Department of Education by the thirtieth day of September of that school year.

NOW, THEREFORE, BE IT RESOLVED THAT;

1. The Board will not provide career-technical education to students enrolled in grades seven and eight for the 2022-2023 school year; and
2. The Board directs the Superintendent to submit a copy of this Resolution to the Ohio Department of Education prior to September 30, 2022.

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

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

Res. 22-659 COOPERATIVE TRANSPORTATION AGREEMENT

Resolution authorizing the McDonald Local School District Board of Education to enter into a Cooperative Transportation Agreement with the Trumbull County Educational Service Center and Community Bus Services, Inc. (See Exhibit A)

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

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

Res. 22-660 SCHOOL PICTURES

Resolution to approve a contract with Robert Senn Photography for the 2022-2023 school year for the purpose of group and individual school pictures for McDonald High School and Roosevelt Elementary School.

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

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

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B. Finance Committee – Jody Klase, Chairperson

Res. 22-661 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: May, 2022

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

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

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

Res. 22-662 DONATIONS

Resolution to accept the following donations:

DONOR	AMOUNT	FUND	PURPOSE
Knightline Embroidery	\$100	300-9003	Donation of discount on order of softball team apparel.
Ianazone’s Pizza	\$100	300-9003	Donation of food for softball team.
Wolford’s Rolloff	\$360	300-9003	Donation of jackets for the softball team.
Spring-Sing Donations	\$862.85	200-9966	Donations collected at the Spring-Sing event.
Todd D Flere DDS Inc	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Hannon & Associates Financial	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Martin and Patricia Daniels	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Russell and Mindy Miller	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Corey and Danielle Vukovic	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Thomas Vukovic	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Brian and Judith Fedyski	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.

W.I. Miller and Sons	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
Mike and Tammy Candel	\$100	200-9088	Hole Sponsor for Father/Son Golf Outing.
McKinley Lanes AGC, Inc.	\$500	300-9972	Sponsor for Cheerleading Team Golf Outing.
Nature Pedic	\$200	300-9972	Sponsor for Cheerleading Team Golf Outing.
Antonelli Plumbing LLC	\$500	300-9972	Sponsor for Cheerleading Team Golf Outing.
Joseph and Leah Dugan	\$100	300-9972	Sponsor for Cheerleading Team Golf Outing.
Christina Holmes	\$100	300-9972	Sponsor for Cheerleading Team Golf Outing.

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

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

Res. 22-663 GENERAL FUND TRANSFERS – OUT

Resolution to approve the following General Fund transfers-out, in the amounts listed below:

Transfers – From General Fund 001-0000 to:

005-9016	Athletic Facility Fund	\$ 530,000
300-9970	Athletics Fund	\$ 45,000

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

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

Res. 22-664 FY 2022 FINAL AMENDED APPROPRIATIONS

Resolution to approve the FY 2022 Final Amended Appropriations. (See Exhibit B)

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

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

Res. 22-665 FY 2023 PERMANENT APPROPRIATIONS

Resolution to approve the FY 2023 Permanent Appropriations. (See Exhibit C)

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

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

Res. 22-666 TERMINATION OF SERVICES WITH WASTE MANAGEMENT

Resolution to terminate services with Waste Management effective August 31, 2022.

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

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

Res. 22-667 OHIO VALLEY WASTE REMOVAL CONTRACT

Resolution to approve Ohio Valley Waste Service, Inc. to provide waste removals services and containers for the McDonald High School and Roosevelt Elementary School for one (1) year beginning September 1, 2022 and ending August 31, 2023. (See Exhibit D)

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

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

C. Personnel Committee – Donna Shields, Chairperson

Res. 22-668 CERTIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to approve the hiring of Danielle Sonntag, as Art teacher for Roosevelt Elementary School, on a one (1) year limited contract, pending BCII and FBI background checks, for the 2022-2023 school year. Contract is based on 183 days at Column BA, Step 0, of the negotiated agreement.

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

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

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Res. 22-669 CLASSIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to approve the following classified personnel, on a one (1) year limited contract, pending BCII and FBI background checks, for the 2022-2023 school year:

Zavier Bokan – Substitute Custodian – rate of \$12 per hour

Zavier Bokan - Substitute Domestic – rate of \$11 per hour

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

Mrs. Shields moved and Mrs. Krumpak seconded

Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

Res. 22-670 SUPPLEMENTAL CONTRACTS – 2022/2023

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2022/2023, pending BCII and FBI background checks, as well as ODE Pupil Activity Permit for Coaches:

Tracy Bosheff - Senior Class Co-Advisor	As per negotiated agreement;
Jenna Evans – Senior Class Co-Advisor	As per negotiated agreement;
Mary Bucan – Junior Class Co-Advisor	As per negotiated agreement;
Andrea Mason – Junior Class Co-Advisor	As per negotiated agreement;
Ben Gavitt – Drama Club Advisor	As per negotiated agreement;
James Getz – Bowling Coach	As per negotiated agreement;

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Lance Ronghi – Boys JH Cross Country Coach	As per negotiated agreement;
Nick Gallo – Junior High Football Coach	As per negotiated agreement;
Brian Backur – Mentor Teacher	As per negotiated agreement;
Michele O’Leary – Mentor Teacher	As per negotiated agreement;
Patrice Simmons – Mentor Teacher	As per negotiated agreement;
Sara Bucci – Volunteer Band Camp Chaperone	\$0
Alfred Todd – Volunteer Band Camp Chaperone	\$0
Rachel Buser – Volunteer Band Camp Chaperone	\$0
Kim Jones-Schmidt – Volunteer Band Camp Chaperone	\$0
Jodi Zajack – Volunteer Volleyball Camp Chaperone	\$0
Jackie Rasile – Volunteer Volleyball Camp Chaperone	\$0

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

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

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Res. 22-671 ELEMENTARY SCHOOL SUMMER PROGRAM

Resolution to approve the Roosevelt Elementary School Summer Program, which will run from July 25, 2022 through August 5, 2022. Compensation will be \$20.50 per hour, paid using ARP Learning Loss federal funding, for the following individuals:

Kristin Edwards	Natalie Schadl
Linda Metzinger	Patrice Simmons
Patricia Vilk-Worrell	

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

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

D. Buildings and Grounds Committee - Joseph Cappuzzello, Chairperson

Res. 22-672 ATHLETIC COMPLEX PHASE 3 CHANGE ORDER #1

Resolution to approve Change Order #1 for Phase 3 of the Athletic Complex Project effective July 1, 2022 as follows:

Change in light fixtures (deduct)	(\$25,000)
Removal of light fixture warranty (deduct)	(28,500)
Alternate A-2 Battens (deduct)	(5,170)
One-part epoxy paint (deduct)	(15,120)
Earth mound, excavation, etc.	27,310
Additional parking lot preparation	146,605
Install keyless entry to Training Facility	<u>4,460</u>
Total Change Order #1 for Phase 3	\$104,585

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

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

Res. 22-673 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Shields seconded, that the McDonald Local Board of Education go into Executive Session at 6:48 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

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- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **A2, D**, as listed above.

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

Res. 22-674 ADJOURN EXECUTIVE SESSION

Mrs. Krumpak moved and Mr. Cappuzzello seconded to adjourn Executive Session at 9:14 p.m. and return to the Regular Meeting.

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

Res. 22-675 ADJOURNMENT

Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn the Regular Meeting at Session at 9:14 p.m.

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

ATTEST:



PRESIDENT



TREASURER

**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
MONDAY, JUNE 30, 2022 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

Visitors, please register.

1.  Danielle Sonntag

- 2.
- 3.
- 4.
- 5.
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- 20.

**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
THURSDAY, JUNE 30, 2022 – 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

Res. 19-658

**INTENT NOT TO PROVIDE CAREER-TECHNICAL EDUCATION TO STUDENTS IN
GRADES SEVEN AND EIGHT**

WHEREAS, O.R.C. 3313.90 provides that the requirement for a school district to provide career-technical education to students enrolled in grades seven and eight can be waived for a particular school year if the school district's board of education adopts a resolution that specifies the district's intent not to provide career-technical education to students enrolled in grades seven and eight for a particular school year and submits that resolution to the Ohio Department of Education by the thirtieth day of September of that school year.

NOW, THEREFORE, BE IT RESOLVED THAT;


1. The Board will not provide career-technical education to students enrolled in grades seven and eight for the 2022-2023 school year; and
2. The Board directs the Superintendent to submit a copy of this Resolution to the Ohio Department of Education prior to September 30, 2022.

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

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

CERTIFICATE

The undersigned, Treasurer of the Board of Education of the McDonald Local School District, County of Trumbull, Ohio, hereby certifies that the foregoing is a true and correct copy of the excerpts from the minutes of a Regular meeting of the Board of Education of said district held on Thursday, June 30, 2022.


Megan Q Titus, Treasurer
Board of Education
McDonald Local School District

BOARD RESOLUTION NO. 22-659

RESOLUTION AUTHORIZING THE BOARD OF EDUCATION TO ENTER INTO A COOPERATIVE TRANSPORTATION AGREEMENT WITH THE TRUMBULL COUNTY EDUCATIONAL SERVICE CENTER AND COMMUNITY BUS SERVICES, INC.

Whereas, the District has a duty under law to provide transportation services to low incidence students and special needs preschool students living in the District but attending outside the District; and,

Whereas, the Board has determined that it is in the best interest of the District, both in terms of efficiency and economics, to enter into a cooperative transportation agreement involving other districts within the County; and,

Whereas, the Board believes that it would be in the best interest of qualifying students living in this District to be serviced under such a cooperative agreement; and

Whereas, the Superintendent has reported upon and reviewed with the Board the particulars of the proposed cooperative transportation agreement,

IT IS THEREFORE RESOLVED, that the MCDONALD LOCAL Board of Education hereby agrees to participate in and enter into a cooperative agreement contract with the Trumbull County Educational Service Center, other Participating School Districts and Community Bus Services, Inc., for the transportation of disabled students attending cooperative special education classrooms out-of-district in Trumbull County, effective July 1, 2022 -June 30, 2023.

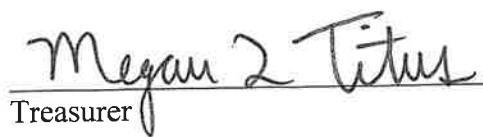
MCDONALD LOCAL

Board of Education

Signature:

Signature:


President


Treasurer

Date: 6/30/22

Date: 6/30/22

1025 Bundy Ave.
 Youngstown, OH 44509
 330-792-2487
 330-792-4529 Fax
 www.ohiovalleywaste.com
 custservice@ohiovalleywaste.com



Co-Cust # _____

- New Account
- Name Change
- Ownership Change
- Service Change
- Renewal

COMMERCIAL SERVICE AGREEMENT

SERVICE LOCATION INFORMATION				BILLING INFORMATION			
Name <i>McDONALD High School</i>				Name <i>McDONALD Schools</i>			
Address <i>600 IOWA AVE</i>				Address <i>600 IOWA AVE</i>			
Address				Address			
City <i>McDONALD</i>		State <i>OH</i>	Zip Code <i>44437</i>	City <i>McDONALD</i>		State <i>OHIO</i>	Zip Code <i>44437</i>
Municipality (City, Boro, Twp) <i>McDONALD</i>		County <i>TREMBULL</i>		Business Owner		Main Phone	
Business Type				Contact Name <i>Megan Titus</i>		Title	
Contact Name <i>Megan Titus</i>		Phone <i>3305308051</i>		Phone <i>3305308051</i>		Fax	
Cell		Cell		Cell		Cell	
Email <i>titum@McDONALD.K12.OH.US</i>				Email <i>titum@McDONALD.K12.OH.US</i>			

SERVICE AND RATES

Material	Qty	Size	Type of Container			Equipment Ownership	Svc Frq/Qty X/WK/EO/W	Monthly Charge	Features	Lock Charge Per Month	Extra Pickup Charge
			Front	Rear	Compactor						
<i>MW</i>	<i>1</i>	<i>8</i>	<i>✓</i>				<i>1X</i>	<i>\$ 155⁰⁰</i>		<i>\$</i>	<i>\$ 110⁰⁰</i>
								<i>\$</i>		<i>\$</i>	<i>\$</i>
								<i>\$</i>		<i>\$</i>	<i>\$</i>
								<i>\$</i>		<i>\$</i>	<i>\$</i>
								<i>\$</i>		<i>\$</i>	<i>\$</i>

Delivery Charge Each	Container Exchange Charge Each	Removal Charge Each	Extra Yardage Charge Per Yard	Twp Charge Each (unable to service)	Other	Environmental Compliance	
						Annual Fee	Consulting
<i>\$ 50⁰⁰</i>	<i>\$ 75</i>	<i>\$ 75</i>	<i>\$ 16⁰⁰</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>	<i>\$</i> /hr

SPECIAL INSTRUCTIONS: *1 year Agreement*

CONTRACT EFFECTIVE DATE *9-1-2022* TOTAL MONTHLY CHARGE *\$ 155⁰⁰*

TERMS NET TEN (10) DAYS FROM INVOICE DATE

The undersigned individual signing this agreement on behalf of Customer acknowledges that he/she has read, understands and accepts the terms and conditions of this agreement as outlined on the reverse side and that he/she has the authority to sign this agreement on behalf of the Customer. Signatures transmitted by facsimile or electronic PDF shall be valid and binding for all purposes.

Mary Adleman
 COMPANY REPRESENTATIVE'S SIGNATURE

McDonald Local School District
 CUSTOMER BUSINESS NAME - PRINT

Megan Q. Titus, Treasurer/CFO
 PRINT AUTHORIZED NAME AND TITLE

Megan Q Titus *7-6-22*
 AUTHORIZED SIGNATURE DATE

Office use only
 em:J ___ dkd ___ dkd ___

White Office Yellow Customer

REV. 11-17

TERMS AND CONDITIONS OF COMMERCIAL SERVICE AGREEMENT

OHIO VALLEY WASTE SERVICE, INC. (hereinafter referred to as the "Company") and the Customer, whose signatures appear on the reverse, both parties intending to be legally bound, hereby agree to the following:

TERMS: Customer grants Company exclusive right to collect and dispose of all the Customer's non-hazardous waste (including recyclable materials) as warranted herein. This Agreement is for a ~~five (5) year~~ term commencing on the contract effective date. This Agreement shall be renewed for successive ~~five (5) year~~ periods without further action by the parties but may be terminated at the end of any ~~five (5) year~~ period by either of the parties hereto by not less than sixty (60) days prior written notice sent by certified mail (notice must be received by the Company at least sixty (60) days, but not more than one hundred twenty (120) days prior to the termination of the then-existing term). Time is of the essence with respect to the sixty (60) day notice requirement, therefore, the sixty (60) day requirement will be strictly construed. *ONE YEAR AGREEMENT* X *MA*

Company agrees to furnish equipment to perform solid waste and/or recyclable materials collection and disposal services as specified herein. Customer agrees to make payments as provided herein. Upon receipt of the invoice, Customer shall pay for services and equipment (including repair and maintenance) furnished by Company in accordance with charges and rates set forth on the reverse, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee (not to exceed the maximum allowed by law) on balances not paid according to terms. Failure of the Company to enforce late fee provision shall not operate as a waiver to enforce said provision. Company may discontinue service for non-payment as outlined herein. Customer agrees to pay a service fee for any payment method not honored by the institution being drafted. Company may increase charges for any reason including but not limited to: disposal, fuel, transportation costs or environmental compliance and consulting costs; any change in the composition of the waste materials or increases in the average weight per container of waste materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God, such as floods, fires, hurricanes, natural disasters, or increase in the Consumer Price Index for the municipal or regional area in which the service address is located. Customer consent to changes in service or charges shall be evidenced either verbally, in writing, by payment or by the actions and practices of the parties. Company reserves the right to charge an additional fee for the following services provided to Customer: Enclosure Charge, Services on High Demand Days, Observed Holidays, Weekends, Pull/Push Out Services, Dig Out Fee, Container Relocation Fee, Inactivity Fee or Seasonal Restart Fee, return trips if deemed not the fault of the Company and radiation detection within waste received from Customer. Customer agrees that the Company celebrates six (6) National Holidays per year and there will be No service on those holidays, or service may be one day late within the holiday week.

WASTE MATERIAL: The waste and/or recyclable material to be collected and disposed of by Company pursuant to this Agreement is solid waste and/or recyclable material generated by Customer, excluding all the following: unsolidified paint, liquids, whole tires, friable asbestos, CFC's (Freon), electronic waste (E-waste), all batteries, radioactive, volatile, pressurized, highly flammable, explosive, toxic, hazardous or infectious materials including but not limited to any material considered to be toxic, hazardous or infectious by any federal, state or local law, regulation, rule, etc. No residual waste shall be accepted for transportation under the Terms and Conditions of this Agreement unless specifically noted on the front of this Agreement and approved by Company. All title and liability for solid waste and/or recyclable material shall remain with the Customer during the transportation to the disposal and/or recycling facility. Except for any waste excluded above, title to the solid waste and recyclable material shall transfer to the disposal and/or waste facility upon delivery. Title to and liability for any waste excluded above shall at all times remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the breach of the above warranties. The representations, warranties and indemnifications contained herein shall survive the termination of the Agreement.

SERVICE: Customer is responsible for having a cleared accessible path to service the container. Customer shall not overload container by weight or volume, move or alter any equipment provided by Company and agrees to use equipment only for its proper and intended purpose. If equipment is not serviceable and any additional collection service or attempt to provide such service is required, Customer agrees to accept such service as an "extra pick-up". Additionally, Company reserves the right to assess additional charges for any extra waste material which may be around the exterior of the container and Customer agrees to pay these charges which shall be noted for billing as "extra yardage".

EQUIPMENT: All equipment furnished by the Company hereunder shall remain the property of the Company. Customer is solely responsible for determining the location and placement of the Company's equipment on their property and for ensuring that such placement(s) comply with all fire, building and health codes applicable to Customer's property. Customer shall have responsibility for cleaning, safekeeping and supervision of equipment and its contents except when it is being physically handled by employees of Company. Therefore, Customer expressly agrees to defend, indemnify, and hold harmless the Company from and against any and all claims for loss of or damage to property, or injury or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of equipment furnished under this Agreement. Customer shall be liable to the Company for any loss of, or damage to said equipment due to but not limited to fire, theft or careless destruction in excess of customary wear and tear. In the event Customer breaches any of the terms of this Agreement, the Company reserves the right to remove all equipment from the Customer's location without waiving other rights or remedies reserved herein or at law or equity.

CHANGES: Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding resulting charge, may be made by agreement of the parties, evidenced either in writing or by the practices and actions of the parties, without effecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. If Customer changes the service address during the term of this Agreement, this Agreement shall remain valid and enforceable and shall apply to changes of services and new service address location of the Customer if within the area in which Company provides collection service. This Agreement is binding upon any successor to the business(es) of the respective parties and they shall be so informed by the Customer.

DRIVEWAYS, PARKING AREAS AND ENCLOSURES: Customer warrants that any right of way, driveway, parking lot or other area provided or designated for use by Customer for Company's equipment location to the most convenient public way is sufficient to bear the weight of all Company's equipment and vehicles reasonably required to perform the service herein contracted. Company shall not be responsible for damage to any curbing, private pavement or other driving surfaces or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted. Customer assumes all liabilities for any damage, including, but not limited to, the road surface, pavement, pipes, lawns, vegetation, drainage areas, and/or other structures. Company is not liable for any damage to enclosure not built to proper specification. Customer accepts responsibility for any towing charge incurred if Company's truck becomes disabled or stuck during container delivery or removal as a result of Customer's instructions for placement of container.

SERVICE GUARANTEE: If the Company fails to provide the Customer with reasonable and adequate service, the Customer may void the existing Agreement by providing written notice to the Company sixty (60) days prior to terminating said Agreement. However, the Customer must allow the Company thirty (30) days to correct any and all service problems brought to the attention of the Company, in writing, before said Agreement may be terminated.

TERMINATION: If Customer terminates this Agreement prior to the expiration of its term or any renewal term or the Company terminates this Agreement for Customer's non-payment prior to the expiration of its term, the Customer agrees to pay Company as liquidated damages a minimum of (A) twelve (12) months times the most recent monthly charge, (B) the most recent monthly charge times the number of months remaining in the term of this Agreement. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of PA and the parties expressly agree to the exclusive jurisdiction of the Courts of Common Pleas of Butler County of PA and the Magisterial District Judge's Courts in Butler County of PA to resolve all disputes under this Agreement, and there shall be no change in venue. Customer agrees to reimburse Company for all attorneys' fees, court costs, and other expenses incurred by said Company to enforce collection or serve their rights under this Agreement.

ASSIGNMENT: The Company may assign this Agreement to a third party. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

RIGHT OF FIRST REFUSAL: Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond.

DEFAULT: Neither party hereto shall be liable for its failures to perform hereunder due to contingencies beyond its control such as labor strikes or acts of God, including, without limitation, floods, fires, hurricanes, natural disasters, etc.

MZI CUSTOMER INITIALS

1025 Bundy Ave.
 Youngstown, OH 44509
 330-792-2487
 330-792-4529 Fax
 www.ohiovalleywaste.com
 custservice@ohiovalleywaste.com



Co-Cust # _____

- New Account
- Name Change
- Ownership Change
- Service Change
- Renewal

COMMERCIAL SERVICE AGREEMENT

SERVICE LOCATION INFORMATION				BILLING INFORMATION			
Name <i>Roosevelt Elementary</i>				Name <i>McDONALD Schools</i>			
Address <i>410 W. Seventh St</i>				Address <i>200 IOWA AVE</i>			
Address				Address			
City <i>McDONALD</i>	State <i>OH</i>	Zip Code <i>44437</i>		City <i>McDONALD</i>	State <i>OHIO</i>	Zip Code <i>44437</i>	
Municipality (City, Boro, Twp) <i>McDONALD</i>				Business Owner <i>MEGAN TITUS</i>			
County <i>TRUMBULL</i>				Main Phone			
Business Type				Contact Name <i>MEGAN TITUS</i>			
Title				Title			
Contact/Title <i>Megan Titus</i>				Phone <i>330530 8051</i>			
Phone <i>330530 8051</i>				Fax			
Cell				Cell			
Email <i>titus@mcDONALD.1K12.OH.US</i>				Email			

SERVICE AND RATES

Material	Qty	Size	Type of Container			Equipment Ownership	Svc Freqcy		Monthly Charge	Features	Lock Charge Per Month	Extra Pickup Charge
			Front	Rear	Compacldr		X	WK				
<i>MW</i>	<i>1</i>	<i>8</i>	<input checked="" type="checkbox"/>				<i>3X</i>		<i>\$ 402.00</i>		<i>\$</i>	<i>\$ 110.00</i>
									<i>\$</i>		<i>\$</i>	<i>\$</i>
									<i>\$</i>		<i>\$</i>	<i>\$</i>
									<i>\$</i>		<i>\$</i>	<i>\$</i>
									<i>\$</i>		<i>\$</i>	<i>\$</i>

Delivery Charge Each	Container Exchange Charge Each	Removal Charge Each	Extra Yardage Charge Per Yard	Trip Charge Each (unable to service)	Other:	Environmental Compliance	
						Annual Fee	Consulting
<i>\$ 50.00</i>	<i>\$ 75.00</i>	<i>\$ 75.00</i>	<i>\$ 16.00</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>	<i>\$</i>

SPECIAL INSTRUCTIONS: *1 Year Agreement*

CONTRACT EFFECTIVE DATE: *9-1-2022* TOTAL MONTHLY CHARGE: *\$ 402.00*

TERMS: NET TEN (10) DAYS FROM INVOICE DATE

The undersigned individual signing this agreement on behalf of Customer acknowledges that he/she has read, understands and accepts the terms and conditions of this agreement as outlined on the reverse side and that he/she has the authority to sign this agreement on behalf of the Customer. Signatures transmitted by facsimile or electronic PDF shall be valid and binding for all purposes.

Mary Ackerman
 COMPANY REPRESENTATIVE'S SIGNATURE

McDonald Local School District
 CUSTOMER BUSINESS NAME / PRINT

Megan Q. Titus, Treasurer / CFO
 PRINT AUTHORIZED NAME AND TITLE

Megan Q Titus *7-6-22*
 AUTHORIZED SIGNATURE DATE

Office use only
 entd ___ ckd ___ ckd ___

White-Office Yellow-Customer

rev 10/17

TERMS AND CONDITIONS OF COMMERCIAL SERVICE AGREEMENT

OHIO VALLEY WASTE SERVICE, INC. (hereinafter referred to as the "Company") and the Customer, whose signatures appear on the reverse, both parties intending to be legally bound, hereby agree to the following:

TERMS: Customer grants Company exclusive right to collect and dispose of all the Customer's non-hazardous waste (including recyclable materials) as warranted herein. This Agreement is for a ~~five (5) year~~ term commencing on the contract effective date. This Agreement shall be renewed for successive ~~five (5) year~~ periods without further action by the parties but may be terminated at the end of any ~~five (5) year~~ period by either of the parties hereto by not less than sixty (60) days prior written notice sent by certified mail (notice must be received by the Company at least sixty (60) days, but not more than one hundred twenty (120) days prior to the termination of the then-existing term). Time is of the essence with respect to the sixty (60) day notice requirement, therefore, the sixty (60) day requirement will be strictly construed. *ONEYCAL Agreement* X MA

Company agrees to furnish equipment to perform solid waste and/or recyclable materials collection and disposal services as specified herein. Customer agrees to make payments as provided herein. Upon receipt of the invoice, Customer shall pay for services and equipment (including repair and maintenance) furnished by Company in accordance with charges and rates set forth on the reverse, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee (not to exceed the maximum allowed by law) on balances not paid according to terms. Failure of the Company to enforce late fee provision shall not operate as a waiver to enforce said provision. Company may discontinue service for non-payment as outlined herein. Customer agrees to pay a service fee for any payment method not honored by the institution being drafted. Company may increase charges for any reason including but not limited to: disposal, fuel, transportation costs or environmental compliance and consulting costs; any change in the composition of the waste materials or increases in the average weight per container of waste materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God, such as floods, fires, hurricanes, natural disasters, or increases in the Consumer Price Index for the municipal or regional area in which the service address is located. Customer consent to changes in service or charges shall be evidenced either verbally, in writing, by payment or by the actions and practices of the parties. Company reserves the right to charge an additional fee for the following services provided to Customer: Enclosure Charge, Services on High Demand Days, Observed Holidays, Weekends, Pull/Push Out Services, Dig Out Fee, Container Relocation Fee, Inactivity Fee or Seasonal Restart Fee, return trips if deemed not the fault of the Company and radiation detection within waste received from Customer. Customer agrees that the Company celebrates six (6) National Holidays per year and there will be No service on those holidays, or service may be one day late within the holiday week.

WASTE MATERIAL: The waste and/or recyclable material to be collected and disposed of by Company pursuant to this Agreement is solid waste and/or recyclable material generated by Customer, excluding all the following: unsolidified paint, liquids, whole tires, friable asbestos, CFC's (Freon), electronic waste (E-waste), all batteries, radioactive, volatile, pressurized, highly flammable, explosive, toxic, hazardous or infectious materials including but not limited to any material considered to be toxic, hazardous or infectious by any federal, state or local law, regulation, rule, etc. No residual waste shall be accepted for transportation under the Terms and Conditions of this Agreement unless specifically noted on the front of this Agreement and approved by Company. All title to and liability for solid waste and/or recyclable material shall remain with the Customer during the transportation to the disposal and/or recycling facility. Except for any waste excluded above, title to the solid waste and recyclable material shall transfer to the disposal and/or waste facility upon delivery. Title to and liability for any waste excluded above shall at all times remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless the Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of the breach of the above warranties. The representations, warranties and indemnifications contained herein shall survive the termination of the Agreement.

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mt CUSTOMER INITIALS