

6595

**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
SPECIAL MEETING
TUESDAY, AUGUST 2, 2022 – 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Special Meeting on Tuesday, August 2, 2022, at 6:00 p.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

The Special Meeting was called to order at 6:01 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. 22-676 Approve agenda for Special Meeting of August 2, 2022

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

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New Business:

Res. 22-677 RESOLUTION IN RECOGNITION OF THE McDONALD BOYS TRACK AND FIELD TEAM

Resolution in recognition and appreciation of achievement by the McDonald Boys Track and Field Team.

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

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

Res. 22-678 RESOLUTION IN RECOGNITION OF MEGAN HIPPLE

Resolution in recognition of Megan Hipple as the Ohio State Champion in the 3200-meter race.

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

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

A. Personnel Committee – Donna Shields, Chairperson

Res. 22-679 CERTIFIED – RESIGNATION

Resolution to accept the resignation of John Anthony, as Elementary Music Teacher, effective July 10, 2022.

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

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

Res. 22-680 TREASURER'S CONTRACT

Resolution to renew Megan Titus as Treasurer of McDonald Schools, for a one (1) year contract, beginning with the 2022-2023 school year. (See Exhibit A)

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. 22-681 TREASURER'S CONTRACT

Resolution to renew Megan Titus as Treasurer of McDonald Schools, for a four (4) year contract. The contract will begin with the 2023-2024 school year and will conclude at the end of the 2026-2027 school year. (See Exhibit B)

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

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

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Res. 22-682 HIGH SCHOOL PRINCIPAL'S CONTRACT

Resolution to renew Gary Carkido as McDonald High School Principal, for a two (2) year contract, beginning with the 2022-2023 school year. (See Exhibit C)

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. 22-683 ROOSEVELT ELEMENTARY PRINCIPAL'S CONTRACT

Resolution to renew Eric Jones as Roosevelt Elementary School Principal, for a two (2) year contract, beginning with the 2022-2023 school year. (See Exhibit D)

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. 22-684 CERTIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to approve the hiring of Megan Bryant, as Music 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.

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

Res. 22-685 CERTIFIED – ONE (1) YEAR LIMITED CONTRACT

Resolution to approve the hiring of Chelsey Palmer as School Nurse, 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

Res. 22-686 ALTA CARE GROUP SERVICES AGREEMENT

Resolution to approve the contract between the McDonald Local School District and Alta Care Group, for the period of August 15, 2022 through May 26, 2023. (See Exhibit E)

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

6600

B. Buildings and Grounds Committee - Joseph Cappuzzello, Chairperson

Res. 22-687 HVAC Maintenance Agreement

Resolution to approve the HVAC Maintenance Agreements, for a three (3) year contract, from 8/1/22 through 7/31/25, for McDonald High School and Roosevelt Elementary School. (See Exhibits F & G)

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. 22-688 ADJOURNMENT

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

ATTEST:



PRESIDENT



TREASURER



McDonald Local Schools

RESOLUTION IN RECOGNITION AND APPRECIATION OF ACHIEVEMENT BY THE McDONALD BOYS TRACK AND FIELD TEAM

WHEREAS on June 4, 2022, The McDonald Boys Track and Field team finished the season as the 2022 Division III State Runner-Up:

WHEREAS with the guidance of their coaches, Louis Domitrovich, Mary Domitrovich, Tyler Cintron, and John Fields, these Blue Devils have added to a long tradition of excellence at McDonald High School;

WHEREAS the team has competed with class, dignity, and exemplary sportsmanship;

NOW, THEREFORE, BE IT RESOLVED that the McDonald Local Board of Education hereby recognizes the achievement of the McDonald Boys Track and Field Team as an example to the students and community of McDonald; and share our pride in their athletic accomplishment.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to the coaches and team as dedicated and decorated student-athletes with our sincere congratulations.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 2nd day of August, 2022

John Saganich, Board President

Jody Klase, Board Vice President

Joseph Cappuzzello, Board Member

Jessica Krumpak, Board Member

Donna Shields, Board Member

Kevin O'Connell, Superintendent

Megan Titus, Treasurer



McDonald Local Schools

RESOLUTION IN RECOGNITION AND APPRECIATION OF ACHIEVEMENT OF MEGAN HIPPLE

WHEREAS on June 4, 2022, Megan Hipple became the 71st State of Ohio Champion from McDonald with her winning time in the 3200-meter run:

WHEREAS throughout her athletic career, Megan has worked tirelessly to improve and earn a rightful place at the top of her sport;

WHEREAS with the guidance of her coaches Louis Domitrovich, Mary Domitrovich, and Robin Kapalko, Megan has added to a long tradition of excellence at McDonald High School;

WHEREAS Megan has competed with class, dignity, and exemplary sportsmanship;

NOW, THEREFORE, BE IT RESOLVED that the McDonald Local Board of Education hereby recognizes the achievement of Megan as an example to the students and community of McDonald; and share our pride in her athletic accomplishment.

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to Megan as a dedicated and decorated student-athlete with our sincere congratulations.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 2nd day of August, 2022

John Saganich, Board President

Jody Klase, Board Vice President

Joseph Cappuzzello, Board Member

Jessica Krumpak, Board Member

Donna Shields, Board Member

Kevin O'Connell, Superintendent

Megan Titus, Treasurer

McDonald Local Schools
600 Iowa Avenue McDonald, OH 44437
P: 330.530.8051 ext. 3 | F: 330.530.7041

**PROPOSED CONTRACT FOR
SERVICE**

This agreement is by and between McDonald Local Schools with its principle place of business at 600 Iowa Avenue (herein "MLS") and Alta Care Group, 7620 Market Street, Suite 2 Boardman, Ohio 44512, (herein "Contractor").

1. Term of Contract

This agreement will be effective from, August 15, 2022 through May 26, 2023 or until earlier terminated as provided in this Agreement.

2. Services to be Performed by Contractor:

A. Contractor agrees to provide services to MLS at the designated site(s) for service delivery:

McDonald Elementary and McDonald High Schools unless otherwise agreed upon. It is expressly understood that the sites, as designated, shall be under the exclusive management and control of MLS and that Ohio Revised Code 3313.47 shall be applicable.

B. That Alta shall provide as services to McDonald Local Schools the following:

Mental Health Consultant: The equivalent of **Five (5) days** or **Thirty hours (30)** per week wherein a Mental Health Professional will function as a Mental Health Provider/Behavioral Consultant in the above mentioned school. Counseling/Consultation services will be provided for six (6) hours per day, during the assigned day at MLS, student homes, or other location as mutually agreed upon.

Case Management: The equivalent of **Five (5) days** or **Thirty hours (30)** per week wherein a Mental Health Technician will function as a Case Manager in the above mentioned schools. Case Management services will be provided for six (6) hours per day, during the assigned day at MLS, student homes, or other location as mutually agreed upon.

C. Services to be provided for the benefit of MLS students and faculty include some or all of the following services as requested by the School, in a manner consistent with the school system's protocol for referrals to outside mental health providers, and determined to be appropriate by the Mental Health Individualized Treatment Plan, if one so exists:

- (1) Behavioral consultation services to students, teachers, and/or any Student Assistance Team members toward the goal of minimizing disruptive behaviors and decreasing classroom removals (I.e. suspensions, expulsions, etc.) so as to increase exposure to the learning environment.
- (2) Attendance at student specific school meetings as necessary and appropriate.
- (3) All necessary paperwork necessary for the fulfillment of job responsibilities.
- (4) Contractor agrees that any services described in this Agreement that must be performed on the premises of MLS will be performed during hours that are determined by the Contractor (totaling six hours per day), but at a time that is mutually convenient to the Contractor and MLS.
- (5) Case management services to students, teachers, and/or any Student Assistance Team members towards the goal of minimizing disruptive behaviors and decreasing classroom removals (I.e. suspensions, expulsions, etc.) so as to increase exposure to the learning environment.
- (6) Linkage and referral to supports that may assist students and their families with overcoming barriers that may have an impact on educational performance.

- D. Services of the Mental Health Consultant will be provided by Master's Level Therapists, Interns and/or licensed Counselors or Social Workers as applicable by the State of Ohio Counselor, Social Work, and Marriage and Family Therapist Board, and trained in school-based mental health best practices through Alta Care Group's Classroom Connections Program. Services of the Case Manager will be provided by Qualified Mental Health Specialist and trained in school-based mental health best practices through Alta Care Group's Classroom Connections Program.
- E. Contractor shall provide to MLS "legible" documentation of the foregoing activities in a log form with associated time allocations pertaining to drafting documents, face-to-face meetings, and training, for example.
- F. The Contractor will determine the method, details, and means of performing the services herein described. MLS will specify the results desired in regard to the specified services.

3. Compensation:

- A. MLS shall reimburse Contractor for the following expenses incurred in performing duties under this Agreement: Alta Care Group shall remit timely invoices for services reflecting completed services.
 - (1) In consideration thereof, MLS agrees to pay Alta Care Group Ninety Eight Thousand Eight Hundred dollars (\$98,800) in four (4) equal payments of Twenty Four Thousand and Seven Hundred dollars (\$24,700.00)

TOTAL\$98,800

4. Obligations of Contractor:

- A. Contractor shall complete the services described in the Agreement no later than June 30, 2023.
- B. Contractor may represent, perform services for, and be employed by any additional entities, persons, or companies as Contractor, at Contractor's sole discretion, sees fit. However, Contractor represents and warrants that the services being provided herein to MLS at the times and places of performance are not being performed by the Contractor at times for which the Contractor is being paid by another entity as a principal or as an employer. Contractor represents and warrants that, if Contractor is otherwise employed by an employer, Contractor shall comply with any interest or commitment policy, regulation, or contract of such employer while performing services for and being paid by MLS. Contractor represents and warrants that, upon request by MLS, Contractor shall provide to MLS a legal opinion from any such employer that Contractor's engagement by MLS pursuant to the terms of this agreement do not violate the terms and conditions of any applicable ethics or conflict of interest or commitment policy, regulation, or contract of such employer. Contractor agrees to defend, hold harmless, and indemnify MLS for any and all claims arising out of any violation of such ethics or conflict of interest or commitment policy, regulation, or contract.
- C. Neither this Agreement nor any duties or obligations under this Agreement may be subcontracted by Contractor without the prior written consent of McDonald Local Schools.
- D. Contractor agrees that all necessary tools, equipment, supplies, and office related equipment necessary to fulfill the duties under the terms of this Agreement are the responsibility of, and will be supplied by, the Contractor.

5. Obligations of McDonald Local Schools:

- A. MLS agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

- B. Neither this agreement nor duties or obligations under this Agreement may be assigned by MLS without the prior written consent of Contractor.

6. Termination of Agreement :

- A. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days written notice to the other party.
- B. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, MLS, at its option, may terminate this Agreement immediately by giving written notification to Contractor.

7. General Provisions:

- A. This Agreement is the entire agreement between the parties, and it supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for MLS, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in the writing signed by the party to be charged.
- B. The parties stipulate and agree that Contractor is not being employed by MLS pursuant to an administrative contract or teacher contract, and that Contractor disclaims any right or obligation to be so employed by MLS, and that MLS is relying on such disclaimer of Contractor as an inducement to enter this Agreement.
- C. Pursuant to section 3121.891 of the Ohio Revised Code, employers and government entities in the state of Ohio are obligated to report to the Ohio Department of Jobs and Family Services (ODJFS) all employees who reside or work in the state of Ohio. Ohio Revised Code section 3121.89 defines "employee" as "an individual who is employed to provide services for compensation to an employer and includes an individual who provides services to an employer under a contract as an independent contractor and who is an individual, the sole shareholder of a corporation, or the sole member of a limited liability company."


CEO, Alta Care Group

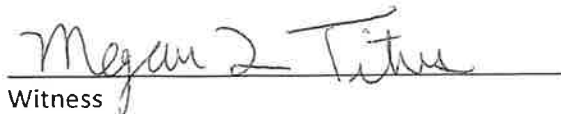
7/25/22
Date

Witness


Superintendent, McDonald Local Schools

Date

8-4-22
Date


Witness

8-4-22
Date



System Service Solutions

HVAC Maintenance Agreement

Level One Scheduled Three-Year Maintenance Agreement

CONTRACT PRESENTED TO:

**Kevin O'Connell
McDonald Local Schools
600 Iowa Avenue
McDonald, OH 44437-1677**

PROJECT AND/OR LOCATION:

**McDonald High School
600 Iowa Avenue
McDonald, OH 44437**

PRESENTED BY:

**Jeff Covert
Account Manager**

AGREEMENT NUMBER | EFFECTIVE DATE:

C004076 Renewal | August 1, 2022

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: McDonald High School
600 Iowa Avenue
McDonald, OH 44437

GARDINER, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by **GARDINER**.

EQUIPMENT TO BE SERVICED – PLEASE SEE PAGE 5

This agreement price is **\$4,419.00** per year, payable annually. Any repairs provided outside the scope of the agreement will include a daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If **CUSTOMER** is tax exempt, please include your tax exemption certificate. This price is firm for three years.

This agreement is effective from **August 1, 2022 through July 31, 2025**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

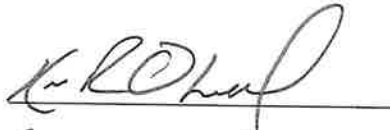
Note: This price includes provisions for safety under standard industry & **GARDINER** safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Jeff Covert
Account Manager

Date: June 23, 2022

CUSTOMER ACCEPTANCE:

Signature:



Title:

Superintendent

Acceptance Date:

8-4-2022

Purchase Order No: _____

GARDINER APPROVAL:

Signature:



Jeff Covert
Account Manager

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement price is firm for three years.
August 1, 2022 through July 31, 2025.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

III. WARRANTY: GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. INDEMNITY: GARDINER and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

GENERAL TERMS AND CONDITIONS

- VI. NO-HIRE; NO-SOLICITATION:** CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The CUSTOMER shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify GARDINER of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.
- IX. GARDINER OBLIGATIONS:** It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. PRIORITY RESPONSE:** 1) **McDonald High School** shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

EQUIPMENT LIST

PROJECT & LOCATION: McDonald High School
600 Iowa Avenue
McDonald, OH 44437

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	SCHEDULE
2	Air-Cooled Screw	Trane RTAC1404UC	U01M02445	CHSCWAC
	Chillers		U01M02446	CCC; TKO

SCOPE OF COVERAGE

PROJECT & LOCATION: McDonald High School
600 Iowa Avenue
McDonald, OH 44437

MAINTENANCE AND SERVICES INCLUDED	LEVEL ONE
• Comprehensive Annual Maintenance	<input checked="" type="checkbox"/>
• Running Inspections	<input checked="" type="checkbox"/>
• Seasonal Start-up	<input checked="" type="checkbox"/>
• Analysis Service ♦ Oil Analysis	<input checked="" type="checkbox"/>
• Coil Cleaning (Air Cooled)	<input checked="" type="checkbox"/>
• Written Reports	<input checked="" type="checkbox"/>
• Emergency Service	Time & Materials

SCHEDULES**Level One Scheduled Maintenance Agreement | Air Cooled Screw Chiller | CHSCWAC****COMPREHENSIVE ANNUAL INSPECTION****General Assembly**

- Visually inspect for leaks.
- Repair minor mechanical leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and cracked blades.
- Check tightness of condenser fan motor mounting brackets.
- Check the set screws on the fan shafts.
- Visually inspect the condenser coil for cleanliness.
- Verify the performance of the fan control inverter VFD, if applicable.

Controls and Safeties

- Collect sample of glycol, if applicable.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required).
- Check and test the operation of the chilled water interlocks.
- Check the chilled water pump control relay contacts.
- Verify the evaporator and chilled water heat tapes are operating.

Lubrication System

- Check oil for discoloration.
- Verify the operation of the oil heater. Check amps and volts.

Motor And Starter

- Disable starter per lockout/tag out procedures.
- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security, and clearances.
- Check condition and verified tightness of the motor terminal connections.
- Meg the motor.
- Verify the operation of the electrical interlocks.
- Measure voltage.

SCHEDULES**Level One Scheduled Maintenance Agreement | Air Cooled Screw Chiller | CHSCWAC – Cont'd****STARTUP PROCEDURE**

- Verify the operation of the oil sump heaters.
- Verify a full chilled water system.
- Started the chilled water pump.
- Tested the operation of all flow-proving devices on the chilled water circuit.
- Started the chiller.
- Verify the unit starter panel operation, amperage, and voltage.
- Verify the operation of proper startup sequence
- Check the set point and sensitivity of the chilled water temperature control. Verify the operation.
- Verify the operation of the current control device.
- Check for proper refrigerant level.
- Verify the operation of the capacity control slide valves.
- Verify the operation of the "load" and "unload" solenoid valves.
- Verify the lead-lag compressor operation.
- Verify the operation of the electronic expansion valves.
- Check pressure drop across the oil filter.
- Verify clear refrigerant sight glasses.
- Check oil level.

RUNNING INSPECTION

- Check the general condition of the unit.
- Check the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.

SHUTDOWN PROCEDURE

- Shut down the chiller, pumps, and auxiliary equipment.
- Verify voltage to heat tape.
- Turned off equipment power as necessary.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Cooled Condensing Cleaning | CCC**AIR COOLED CONDENSING CLEANING**

- Disabled unit per lockout tag out procedures.
- Cleaned air cooled condenser coils using pressurized water. (Opposite path of air.)
- Enabled unit.

SCHEDULES

Level One Scheduled Maintenance Agreement | TKO Analysis | TKO**TKO ANALYSIS**

TKO Analysis

- This test using a refrigerant oil test kit provides an indication of whether the acid number of the refrigerant oil is safe or unsafe.



System Service Solutions

HVAC Maintenance Agreement

Level One Scheduled Three-Year Maintenance Agreement

CONTRACT PRESENTED TO:

**Kevin O'Connell
McDonald Local Schools
600 Iowa Avenue
McDonald, OH 44437-1677**

PROJECT AND/OR LOCATION:

**McDonald Roosevelt Elementary
410 W. 7th Street
McDonald, OH 44437**

PRESENTED BY:

**Jeff Covert
Account Manager**

AGREEMENT NUMBER | EFFECTIVE DATE:

C004075 Renewal | August 1, 2022

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: McDonald Roosevelt Elementary
410 W. 7th Street
McDonald, OH 44437

GARDINER, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by **GARDINER**.

EQUIPMENT TO BE SERVICED – PLEASE SEE PAGE 5

This agreement price is **\$3,479.00** per year, payable annually. Any repairs provided outside the scope of the agreement will include a daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If **CUSTOMER** is tax exempt, please include your tax exemption certificate. This price is firm for three years.

This agreement is effective from **August 1, 2022 through July 31, 2025**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & **GARDINER** safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Jeff Covert
Account Manager

Date: June 23, 2022

CUSTOMER ACCEPTANCE:

Signature:



Title:

Superintendent

Acceptance Date:

8-4-22

Purchase Order No:

GARDINER APPROVAL:

Signature:



Jeff Covert
Account Manager

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement price is firm for three years.
August 1, 2022 through July 31, 2025.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

III. WARRANTY: GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. INDEMNITY: GARDINER and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

GENERAL TERMS AND CONDITIONS

- VI. NO-HIRE; NO-SOLICITATION:** CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The CUSTOMER shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify GARDINER of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.
- IX. GARDINER OBLIGATIONS:** It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. PRIORITY RESPONSE:** 1) **McDonald Roosevelt Elementary** shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

EQUIPMENT LIST

PROJECT & LOCATION: McDonald Roosevelt Elementary
410 W. 7th Street
McDonald, OH 44437

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	SCHEDULE
1	Air-Cooled Screw	Trane RTAC250A0	L11H03249	CHSCWAC
	Chiller			CCC; TKO

SCOPE OF COVERAGE

PROJECT & LOCATION: McDonald Roosevelt Elementary
410 W. 7th Street
McDonald, OH 44437

MAINTENANCE AND SERVICES INCLUDED	LEVEL ONE
• Comprehensive Annual Maintenance	<input checked="" type="checkbox"/>
• Running Inspections	<input checked="" type="checkbox"/>
• Seasonal Start-up	<input checked="" type="checkbox"/>
• Analysis Service ♦ Oil Analysis	<input checked="" type="checkbox"/>
• Coil Cleaning (Air Cooled)	<input checked="" type="checkbox"/>
• Written Reports	<input checked="" type="checkbox"/>
• Emergency Service	Time & Materials

SCHEDULES**Level One Scheduled Maintenance Agreement | Air Cooled Screw Chiller | CHSCWAC****COMPREHENSIVE ANNUAL INSPECTION****General Assembly**

- Visually inspect for leaks.
- Repair minor mechanical leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and cracked blades.
- Check tightness of condenser fan motor mounting brackets.
- Check the set screws on the fan shafts.
- Visually inspect the condenser coil for cleanliness.
- Verify the performance of the fan control inverter VFD, if applicable.

Controls and Safeties

- Collect sample of glycol, if applicable.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required).
- Check and test the operation of the chilled water interlocks.
- Check the chilled water pump control relay contacts.
- Verify the evaporator and chilled water heat tapes are operating.

Lubrication System

- Check oil for discoloration.
- Verify the operation of the oil heater. Check amps and volts.

Motor And Starter

- Disable starter per lockout/tag out procedures.
- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security, and clearances.
- Check condition and verified tightness of the motor terminal connections.
- Meg the motor.
- Verify the operation of the electrical interlocks.
- Measure voltage.

SCHEDULES

Level One Scheduled Maintenance Agreement | Air Cooled Screw Chiller | CHSCWAC – Cont'd

STARTUP PROCEDURE

- Verify the operation of the oil sump heaters.
- Verify a full chilled water system.
- Started the chilled water pump.
- Tested the operation of all flow-proving devices on the chilled water circuit.
- Started the chiller.
- Verify the unit starter panel operation, amperage, and voltage.
- Verify the operation of proper startup sequence
- Check the set point and sensitivity of the chilled water temperature control. Verify the operation.
- Verify the operation of the current control device.
- Check for proper refrigerant level.
- Verify the operation of the capacity control slide valves.
- Verify the operation of the "load" and "unload" solenoid valves.
- Verify the lead-lag compressor operation.
- Verify the operation of the electronic expansion valves.
- Check pressure drop across the oil filter.
- Verify clear refrigerant sight glasses.
- Check oil level.

RUNNING INSPECTION

- Check the general condition of the unit.
- Check the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.

SHUTDOWN PROCEDURE

- Shut down the chiller, pumps, and auxiliary equipment.
- Verify voltage to heat tape.
- Turned off equipment power as necessary.

SCHEDULES**Level One Scheduled Maintenance Agreement | Air Cooled Condensing Cleaning | CCC****AIR COOLED CONDENSING CLEANING**

- Disabled unit per lockout tag out procedures.
- Cleaned air cooled condenser coils using pressurized water. (Opposite path of air.)
- Enabled unit.

SCHEDULES**Level One Scheduled Maintenance Agreement | TKO Analysis | TKO****TKO ANALYSIS****TKO Analysis**

- This test using a refrigerant oil test kit provides an indication of whether the acid number of the refrigerant oil is safe or unsafe.