

6870

**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
SPECIAL MEETING
WEDNESDAY, AUGUST 25, 2021 – 7:00 A.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Special Meeting on Wednesday, August 25, 2021, at 7:00 a.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, Ohio 44437.

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

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

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

Pledge of Allegiance

Res. 21-471 Approve agenda for Special Meeting of August 25, 2021

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

6871

New Business:

A. Finance Committee – Joseph Cappuzzello, Chairperson

Res. 21-472 TRUMBULL COUNTY EDUCATIONAL SERVICE CENTER

Resolution to approve a contract for services for fiscal year 2022 between the Trumbull County Educational Service Center and McDonald Local School District in the annual amount of \$581,331.00. (See Exhibit A)

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

Mr. Cappuzzello moved and Mrs. Klase seconded

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Res. 21-473 HIGH SCHOOL ELEVATOR MAINTENANCE CONTRACT

Resolution to approve a contract for high school elevator maintenance services between Gable Elevator, Inc. and McDonald Local Schools in the annual amount of \$680.00. This contract is effective January 1, 2022 and will automatically renew on an annual basis unless the school district provides 30 days written notice for cancellation. (See Exhibit 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, Shields, Hannon, Saganich

Nays: None

President declared motion carried

6872

B. Personnel Committee – Jody Klase, Chairperson

Res. 21-474 CLASSIFIED RESIGNATION

Resolution to accept the resignation of Jamie Van Meter, as night-turn domestic, for the McDonald Local School District, effective immediately.

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

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

1 21-475 HEAD COOK

Resolution to hire Jamie Van Meter, as head cook, for the McDonald Local School District, effective August 25, 2021. Contract is for 200 days, 7 hours per day, \$16.13 per hour (step 2 of the OAPSE negotiated agreement, \$22,582.00).

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

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

Res. 21-476 LEARNING LOSS INSTRUCTOR

Resolution to hire Tyler Cintron, on a one (1) year limited contract, as High School Learning Loss Instructor, for the school year 2021/2022, pending BCII & FBI background

6873

checks. Rate of pay is \$20.00 per hour, not to exceed 28.75 hours per week. This cost will be paid using ESSER 3 federal funding to address learning loss.

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

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

Res. 21-477 SUPPLEMENTAL CONTRACT – 2021/2022

Resolution to approve the following personnel on a one (1) year supplemental contract for the school year 2021/2022, pending BCII & FBI background checks:

Andy Timko – Head Baseball Coach; \$5,865 and

Maya Martin – 7th Grade Volleyball Coach; \$3,128.

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

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

Res. 21-478 CLASSIFIED ONE (1) YEAR LIMITED CONTRACT

Resolution to approve the following classified personnel on a one (1) year limited contract for the school year 2021/2022, pending BCII & FBI background checks:

Cindy Stitt – Substitute Custodian/Substitute Domestic

6874

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

Mrs. Klase moved and Mrs. Shields seconded

Yeas: Klase, Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

Res. 21-479 ADJOURNMENT

Mr. Cappuzzello moved and Mrs. Klase seconded to adjourn the Special Meeting at 7:15 a.m.

Yeas: Cappuzzello, Klase, Shields, Hannon, Saganich

Nays: None

President declared motion carried

ATTEST:



PRESIDENT



TREASURER

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2022
Pursuant to O.R.C 3313.845

ESC Name: Trumbull County ESC IRN: 050088

District: McDonald Local County: Trumbull

District IRN: 050229

The above named parties have entered into a contract for services for fiscal year 2022 in the annual amount of \$581,331.00

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

Kevin R. O'Connell [Signature] 8-25-21
Print District Superintendent Name District Superintendent Signature Date

Megan Q. Titus [Signature] 8-25-21
Print District Treasurer Name District Treasurer Signature Date

Michael W. Hanshaw _____
Print ESC Superintendent Name ESC Superintendent Signature Date

Lori A. Simione, CPA _____
Print ESC Treasurer Name ESC Treasurer Signature Date





Gable Elevator

CPMC Safety & Maintenance Contract

Purchaser: McDonald Local Schools
600 Iowa Street
McDonald OH 44473

By: Gable Elevator, Inc.
121 E Ascot Lane
Cuyahoga Falls OH 44223
(330)963-3353
www.gableelevator.com

Locations: McDonald High School
600 Iowa Street
McDonald OH 44473

John Francis
Email: johnfrancis@gableelevator.com

CONTRACT START DATE: January 1st, 2022

Equipment:

Manufacturer	Model	Capacity / Landings	State/City ID
ThyssenKrupp	Hydraulic Passenger	2100lbs / 3	44923

Purchaser: McDonald Local Schools

Gable Elevator, Inc.

Megan Q. Titus

Signature of Authorized Representative

Signature of Authorized Representative

Megan Q. Titus

Printed or Typed Name

John Francis

8-25-2021

Date

Date

Tom Amicone

Onsite Contact

amicot@mcdonald.k12.oh.us

Email

330-330-0917

Cell Phone

Tom Amicone

24 Hour Emergency Contact

amicot@mcdonald.k12.oh.us

Email

330-330-0917

Cell Phone

Number to program elevator emergency phone to dial



Gable Elevator

CPMC Safety & Maintenance Contract

Gable Elevator, Inc. Contractual Service:

Gable Elevator, Inc. shall provide **Two (2) Maintenance Inspection(s) annually**. Maintenance Inspections are performed on a predetermined schedule set by Gable Elevator, Inc. Maintenance includes lubricating and cleaning machine, motor, controller, bearings, and guides as needed and minor adjustments during regular inspections.

Gable Elevator shall provide, in the machine room, the following State of Ohio required reports: maintenance and service call check chart, firefighters service testing log, hydraulic use oil log and annual test tags. If applicable, pursuant to local and State codes, **Gable Elevator, Inc. shall perform annual no load tests at no additional charge**. Full Load Tests will be invoiced separately and are not part of this agreement. Required test reporting will be submitted by Gable Elevator, Inc. Equipment must be registered with the State or local governing city. All cited violations by your local inspector must be corrected in a timely manner.

Price and terms of Payment:

The Cost of the service herein stated shall be **Six Hundred Eighty and 00/100 Dollars (\$680.00) per year**, payable quarterly, in advance, plus applicable taxes. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies, at the maximum rate allowable by law. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies, at the maximum rate allowable by law.

Service Call Rates:

Regular Time (Monday – Friday 8:00am – 4:30pm)	\$180.00 per man hour
Overtime	\$306.00 per man hour
Premium Overtime (Sundays and Holidays)	\$360.00 per man hour

Regular time billing begins on arrival to jobsite. Overtime billing is portal to portal.

Parts Pricing:

Cost plus shipping, times 25% overhead, times 15% markup. Plus, applicable taxes.

Labor defined:

During the term of this contract, the owner agrees to allow Gable Elevator to provide all labor necessary for the repair of all machine electrical and mechanical components. Any maintenance work required, which is not a machine component must be corrected by the owner or another contractor.

When service will be rendered:

Service calls under this agreement will be made during normal business hours at the installation site. Gable Elevator makes no promises as to exactly when service can be rendered but will endeavor to give prompt and efficient service after notification by customer within the restraints of weather and workload conditions. Should the customer request emergency service to be rendered after normal business hours (includes Saturdays, Sundays, Holidays, and other than the hours of 8:00 am to 4:30 pm Monday thru Friday), then the customer agrees to pay travel and labor charges at overtime rates.



CPMC Safety & Maintenance Contract

Gable Elevator

Contractual Duration and Renewal

Services under this Agreement shall continue, unless either party timely serves written notice upon the other party of its intention to cancel at with at least thirty (30) days' notice. The price, as stated in this Agreement, shall be adjusted annually, as the costs we incur for providing service increase and decrease.

Customer Maintenance/Cancellation:

The failure of the customer to authorize or effect services required to properly maintain the equipment in good condition will void this plan. In addition, if the equipment is not maintained properly or is not used for it's designed purpose, Gable Elevator, at its sole discretion, reserves the right to cancel the contract and use a prorated refund to the customer for the remaining term of the contract.

Customer must provide access:

If, after confirming arrangements for a service visit, and a visit is made by a Gable Elevator representative, and it is found that through the customer's circumstances the work cannot be undertaken, Gable Elevator reserves the right to charge for the technician's time and traveling expenses to and from the customer's premises.

No liability for delays or personal injury:

There shall be no liability under this agreement for delays in rendering service to the customer's equipment due to or arising out of, but not limited to: strikes, riots, lock outs, move in contingencies, transportation delays, fires, accidents, acts of government, acts of God, acts of war, invasion, bombardment, inability to secure parts, or any other cause beyond the control of Gable Elevator. Gable Elevator will not be responsible for direct or consequential damages for the operation of equipment, nor for injuries to persons or property, except those directly due to the negligent acts or omissions of the company.

Exceptions:

Gable Elevator SHALL NOT be required to install new attachments on the equipment whether recommended or directed by you, by insurance companies, by governmental authorities, or by any other third party, or make any replacements with parts of a different design. It is agreed that we will not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or by any other cause beyond our control except ordinary wear and tear. We shall not be responsible for any damages to, or non-operation of the equipment, due to brown outs, low or over voltage conditions.

IT IS AGREED that Gable Elevator does not assume possession, management, or control of any part of the equipment, but such remains yours exclusively as the owner or lessee thereof. We shall not be liable for any loss, damage or delay caused by non-operation of the equipment. If a dispute arises and litigation is necessary, all litigation of both parties will be conducted in Summit County or Cuyahoga County. Under no circumstances shall we be liable for consequential damages or damage caused by negligence of others, whether arising under contract or tort. No failure or omission by either of the parties hereto in the performance of any obligation contained in this agreement shall be deemed a breach hereof if the same shall arise from any causes beyond the control and without the fault or negligence of such party, including, but not restricted to acts of any governmental authority or office, department, agency or instrumentality thereof, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, epidemic, quarantine, restrictions, strike, lock-out, dispute with workmen, labor shortages, transportation embargoes or failure or delays in transportation, or exhaustion or unavailability or delays in the delivery of any transportation facility, product or material necessary to the performance with the utmost dispatch whenever any such causes are removed. Any party claiming any such cause for any failure or omission hereunder shall give prompt notice thereof to the other party.

