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**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 15, 2021- 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Wednesday, September 15, 2021, at 7:00 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 7:07 p.m. by President John Saganich. Treasurer Megan Titus called the roll:

Roll Call:

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

Member Not Present: Jody Klase

“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. 21-480 Approve agenda for Regular Meeting of September 15, 2021

Correction: Move Treasurer’s Report before Superintendent’s Report

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

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Res. 21-481 Approval of Board Minutes:

Regular Meeting – August 12, 2021

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Res. 21-482 Approval of Board Minutes:

Special Meeting – August 25, 2021

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Recognition of Visitors / Audience Participation - None

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

New Business:

A. Program/Policy Committee – Donna Shields, Chairperson

Res. 21-483 RESOLUTION IN RECOGNITION OF RYAN HENRY

Resolution in recognition of Ryan Henry as the 2021 Division III State Champion in discus.
(See Exhibit A)

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

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

Res. 21-484 RESOLUTION IN RECOGNITION OF CHRISTOPHER RUPE

Resolution to recognize Christopher Rupe for his service over 35 years in the McDonald school district as an educator and a hall of fame coach. (See Exhibit B)

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, Hannon, Saganich
Nays: None
President declared motion carried

A. Program/Policy Committee – Donna Shields, Chairperson

Res. 21-485 FEDERAL LUNCH PROGRAM

Resolution to approve participation in the federal lunch program for the 2021-2022 school year.

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

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

6878

Res. 21-486 POLICIES – FIRST READING

Resolution to approve the first reading of the following policies:

AFC-2 (ALSO GCN-2)	EVALUATION OF PROFESSIONAL STAFF (ADMINSTRATORS BOTH PROFESSIONAL AND SUPPORT) (VERSION 2 – OPES 2.0)
GCN-2 (ALSO AFC-2)	EVALUATION OF PROFESSIONAL STAFF (ADMINSTRATORS BOTH PROFESSIONAL AND SUPPORT) (VERSION 2 – OPES 2.0)
ACAA	SEXUAL HARASSMENT
ACAA-R	SEXUAL HARASSMENT GRIEVANCE PROCESS
DJF-R	PURCHASING PROCEDURES
IKF	GRADUATION REQUIREMENTS
DECA	ADMINISTRATION OF FEDERAL GRANT FUNDS
EEA	STUDENT TRANSPORTATION SERVICES
EEAD	NON-ROUTINE USE OF SCHOOL BUSES
GBK	SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS (VERSION 1) OR NO TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS (VERSION 2)

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GBQ	CRIMINAL RECORDS CHECK
GCD	PROFESSIONAL STAFF HIRING
GDBE	SUPPORT STAFF VACATIONS AND HOLIDAYS
GDC/GDCA/GDD	SUPPORT STAFF RECRUITING/POSTING OF VACANCIES/HIRING
IGAE	HEALTH EDUCATION
IGAG	DRUGS, ALCOHOL AND TOBACCO EDUCATION
IGAH/IGAI	FAMILY LIFE EDUCATION/SEX EDUCATION
IGBE	REMEDIATION INSTRUCTION (INTERVENTION SERVICES)
IGBEA	READING SKILLS ASSESSMENTS AND INTERVENTION (THIRD GRADE READING GUARANTEE)
IGBEA-R	READING SKILLS ASSESSMENTS AND INTERVENTION (THIRD GRADE READING GUARANTEE)
IGCH-R (ALSO LEC-R)	COLLEGE CREDIT PLUS <u>NOTE</u> : ONLY NEED TO SUBMIT EITHER IGCH-R OR LEC-R FOR PURPOSES OF UPDATING

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IICC	SCHOOL VOLUNTEERS
IL-R	TESTING PROGRAMS
JEC	SCHOOL ADMISSION
JHCB	IMMUNIZATIONS
JHCC	COMMUNICABLE DISEASES
JP	POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS (RESTRAINT AND SECLUSION)
KGC	NO TOBACCO USE ON DISTRICT PROPERTY (VERSION 2) OR SMOKING ON DISTRICT PROPERTY (VERSION 1)
LEC-R (ALSO IGCH-R)	COLLEGE CREDIT PLUS <u>NOTE</u> : ONLY NEED TO SUBMIT EITHER IGCH-R OR LEC-R FOR PURPOSES OF UPDATING
BD	SCHOOL BOARD MEETINGS
GBL	PERSONNEL RECORDS
GBP	DRUG-FREE WORKPLACE
GCC	PROFESSIONAL STAFF RECRUITING

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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 Mr. Hannon seconded

Yeas: Shields, Hannon, Cappuzzello, Saganich

Nays: None

President declared the motion: carried/failed

B. Finance Committee – Joseph Cappuzzello, Chairperson

Res. 21-487 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: August, 2021

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

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

6882

Res. 21-488 DONATIONS

Resolution to accept the following donations:

DONOR	AMOUNT	FUND	PURPOSE
Lubrication Specialties	\$100	300-9972	Cheerleading Team Golf Outing sponsor.
Aquila Architectural Group LLC	\$50	300-9972	Cheerleading Team Golf Outing sponsor.
McDonald Basketball Association	\$300	300-9972	Cheerleading Golf Outing donation.
Bill and Debbie Hayes	\$30	200-9990	National Honor Society donation.
Love Soup by Lisa Hill	\$30	200-9990	National Honor Society donation.
Anonymous	\$30	200-9990	National Honor Society donation.
The Mason Family	\$30	200-9990	National Honor Society donation.
McDonald Youth Baseball Association	\$30	200-9990	National Honor Society donation.
Elixir Beauty and Barber Shop	\$30	200-9990	National Honor Society donation.
DONOR	AMOUNT	FUND	PURPOSE
Best Bet Auto Repair	\$60	200-9990	National Honor Society donation.
Jack Bucan	\$30	200-9990	National Honor Society donation.
The Shields Family	\$30	200-9990	National Honor Society donation.
The Kuntz Family	\$50	200-9990	National Honor Society donation.
The Porter Family	\$30	200-9990	National Honor Society donation.
Lori Zimmerman-Backlund	\$100	200-9990	National Honor Society donation.
The Crystal Coven Nail Studio	\$30	200-9990	National Honor Society donation.
Dosey Dough Bakery	\$50	300-9971	Volleyball team sponsorship.
The Klockner Family	\$30	300-9971	Volleyball team sponsorship.
Darren Shiley Do & Family	\$500	300-9971	Volleyball team sponsorship.
Millwood Inc.	\$100	300-9971	Volleyball team sponsorship.
A to Z Dependable Services	\$100	300-9971	Volleyball team sponsorship.
All The Way Drain	\$30	300-9971	Volleyball team sponsorship.
Ameel Tree Farm, Lisbon Ohio	\$30	300-9971	Volleyball team sponsorship.
The Learning Tree	\$100	300-9971	Volleyball team sponsorship.
Wolford's Rolloff Inc.	\$100	300-9971	Volleyball team sponsorship.
The Conti Corporation	\$100	300-9971	Volleyball team sponsorship.
Boardman Nissan	\$500	300-9971	Volleyball team sponsorship.
Hannon & Associates	\$100	300-9971	Volleyball team sponsorship.

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Joshua S. Gady, M.D.	\$50	300-9971	Volleyball team sponsorship.
The Helco Family	\$50	300-9971	Volleyball team sponsorship.
Starcher's Stenware	\$30	300-9971	Volleyball team sponsorship.
The Belus Family	\$30	300-9971	Volleyball team sponsorship.
The Miljacks	\$30	300-9971	Volleyball team sponsorship.
The Bokan Family	\$30	300-9971	Volleyball team sponsorship.
The Zajack Family	\$100	300-9971	Volleyball team sponsorship.
Brittany Conklin	\$30	300-9971	Volleyball team sponsorship.
Shari Bishop	\$30	300-9971	Volleyball team sponsorship.
Jim and Cheryl Bishop	\$30	300-9971	Volleyball team sponsorship.
The Miner Family (Jill, Joe, Jenna, and Joe)	\$100	300-9971	Volleyball team sponsorship.
The Starnes Family	\$30	300-9971	Volleyball team sponsorship.
Joe and Leah Dugan '72	\$100	300-9971	Volleyball team sponsorship.
Linda Marsteller	\$100	300-9971	Volleyball team sponsorship.
Bellezza Salon	\$30	300-9971	Volleyball team sponsorship.
T.J. Perline Asphalt Company	\$30	300-9971	Volleyball team sponsorship.
Cortland Banks	\$100	300-9971	Volleyball team sponsorship.
The Bundy Family	\$30	300-9971	Volleyball team sponsorship.
Libby Miller	\$40	300-9971	Volleyball team sponsorship.
Village Vinyl Boutique	\$100	300-9971	Volleyball team sponsorship.
Eric and Kathy Miller	\$100	300-9971	Volleyball team sponsorship.
Brian and Valerie Flanigan	\$30	300-9971	Volleyball team sponsorship.
DONOR	AMOUNT	FUND	PURPOSE
Dr. William T Kunkel, Jr. and Paula Kunkel	\$10,000	005-9016	General donation towards the new Athletic Complex.
Dr. William T Kunkel, Jr. and Paula Kunkel	\$506	300-9968	Football fund donation.
Dr. William T Kunkel, Jr. and Paula Kunkel	\$500	300-9978 / 300-9979	Cross Country fund donation.
Jody Conway	n/a	n/a	Donation of sashes and crowns for homecoming court.

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

6884

Res. 21-489 PARENTAL CONTRACT – TRANSPORTATION

WHEREAS, the students of the parent identified below have been determined to be residents of this school district, and eligible for transportation services; and

WHEREAS, after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for the students to the students' selected school; and

WHEREAS, the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

WHEREAS, the option of offering payment in lieu of transportation is provided in Revised Code; and, therefore, be it

RESOLVED, that the McDonald Local School District Board of Education hereby approves the declaration of impractical to transport the identified students, and offering the parent of the identified students payment in lieu of transportation at an amount of \$538 per student.

<u>PARENT OF STUDENT</u>	<u>SCHOOL SELECTED</u>	<u>GRADE</u>
Karissa Collins	Summit Academy Warren Elementary	6
Karissa Collins	Summit Academy Warren Elementary	3

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Res. 21-490 ELEMENTARY CAFETERIA BIDS

Resolution to approve the following bids for the 2021-2022 school year:

Nickels Bakery:

Whole Grain White Bread	20 oz.	\$1.84
3.5 Whole Grain Hamburger Buns	12 pack	\$1.83
Whole Grain White Hot Dog Buns	8 pack	\$1.46

Dean Dairy:

½ Pint 1% White Milk	\$0.2315
½ Pint 1% Chocolate Milk	\$0.2637
½ Pint Skim Chocolate Milk	\$0.2637

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

6886

Res. 21-491 SNOW REMOVAL CONTRACT

Resolution to approve the contract of Hoffman's Property Service, for the snowplowing/salting services for McDonald Local Schools, for the 2021-2022 school year. (See Exhibit C)

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

Mr. Cappuzzello moved and Mrs. Shields seconded

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

C. Personnel Committee – Jody Klase, Chairperson

Res. 21-492 CONSULTING CONTRACT FOR 2021-2022 SCHOOL YEAR

Resolution to approve a consulting agreement with Nutrition, Inc., whereas Nutrition, Inc. will provide a Supervisor whose role will be to provide training assistance for the Roosevelt Elementary head cook at a cost of \$1,500.00 per month plus the daily salary for the Nutrition Group director for the days he/she is working in or for the district, which is estimated to be a rate of \$225 per day. The Food Service Director will be available 2 days per week effective September 16, 2021. (See Exhibit D)

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

Mrs. Shields moved and Mr. Cappuzzello seconded

Yeas: Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

6887

Res. 21-493 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:

Brittany Brandt – Substitute Custodian/Substitute Domestic

Pamela Fisher – Substitute Custodian/Substitute Domestic; and

April Wright – Substitute Assistant Cook

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

Mrs. Shields moved and Mr. Cappuzzello seconded

Yeas: Shields, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

D. Buildings and Grounds Committee – Thomas Hannon, Chairperson

Res. 21-494 WATER TREATMENT PROGRAM RENEWAL

Resolution to approve the PureResults Water Treatment Program Renewal (#C005213) with Gardiner for McDonald High School and Roosevelt Elementary School. The agreement is for one (1) year, 10-1-21 through 9-30-22, at a cost of \$2,184 per year, payable in quarterly amounts of \$546. (See Exhibit E)

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

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Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Shields, Saganich

Nays: None

President declared motion carried

Res. 21-495 ATHLETIC COMPLEX PHASE 2 CHANGE ORDER #1

Resolution to approve Change Order #1 for Phase 2 of the Athletic Complex Project. Estimated costs of this change order for the Woodford Excavating LLC contract are \$23,495.00. (See Exhibit F)

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

Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Shields, Saganich

Nays: None

President declared motion carried

Res. 21-496 BUS BIDS ADVERTISING

Resolution to approve Ohio Schools Council (OSC) to advertise and receive bus bids on the district's behalf. (See Exhibit G)

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

Mr. Hannon moved and Mr. Cappuzzello seconded

Yeas: Hannon, Cappuzzello, Shields, Saganich

Nays: None

President declared motion carried

Res. 21-497 TRADE OF PROPERTY OWNED BY THE BOARD OF EDUCATION

Resolution to approve the trade of property owned by the McDonald Local School District Board of Education that is no longer needed for any school purposes. (See Exhibit H)

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

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

Res. 21-498 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Shields seconded, that the McDonald Local School District Board of Education go into Executive Session at 8:38 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

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6. _____ Demotion
 7. _____ Compensation
 8. _____ Investigation of charges/complaints (unless public hearing requested)
-
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
 - C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
 - D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
 - E. Matters required to be kept confidential by federal law or rules or state statutes.
 - F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local 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) **D**, as listed above.

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

Res. 21-499 ADJOURN EXECUTIVE SESSION

Mr. Cappuzzello moved and Mrs. Shields seconded to adjourn Executive Session and return to the Regular Meeting at 9:57 p.m.

Yeas: Cappuzzello, Shields, Hannon, Saganich

Nays: None

President declared motion carried

September 15, 2021

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Res. 21-500 ADJOURNMENT

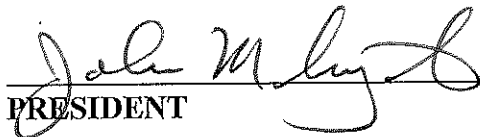
Mrs. Shields moved and Mr. Cappuzzello seconded to adjourn the Regular Meeting at 9:57 p.m.

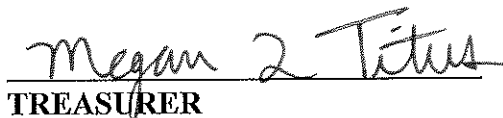
Yeas: Shields, Cappuzzello, Hannon, Saganich

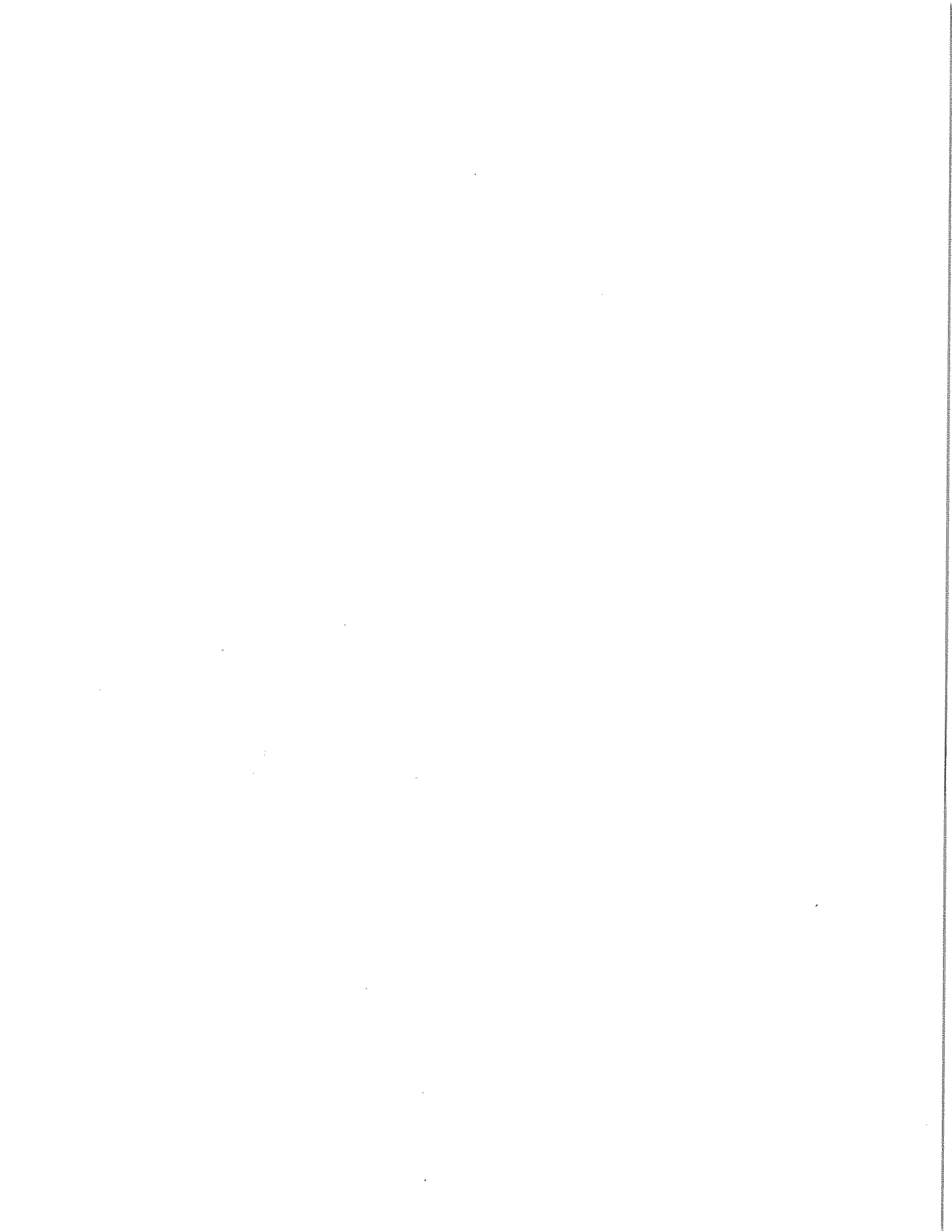
Nays: None

President declared motion carried

ATTEST:


PRESIDENT


TREASURER



MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 15, 2021 – 7:00 A.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437

Visitors, please register.

1. . Samantha Pozzo
2. Chris Rupe
3. Elaine Rupe
4. Brian Backus
- 5.
- 6.
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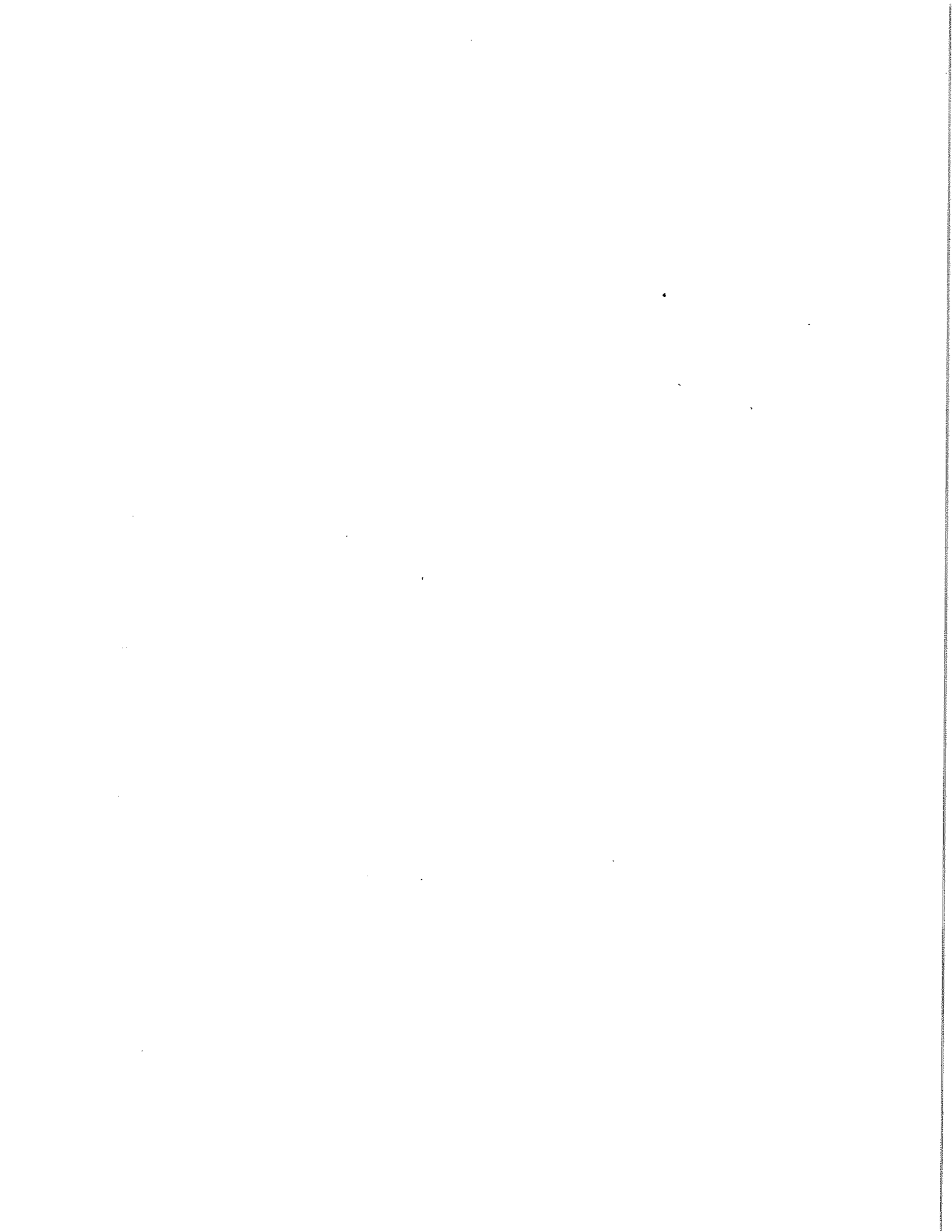


EXHIBIT A

RESOLUTION IN RECOGNITION AND APPRECIATION OF ACHIEVEMENT OF RYAN HENRY

WHEREAS on June 5, 2021, Ryan Henry became the 70th State of Ohio Champion from McDonald with his winning throw in the discus of 170 feet 2 inches:

WHEREAS throughout his athletic career Ryan Henry has worked tirelessly to improve and earn a rightful place at the top of his sport;

WHEREAS with the guidance of his coaches Louis Domitrovich and Mary Domitrovich, Ryan has added to a long tradition of excellence at McDonald High School;

WHEREAS Ryan 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 Ryan as an example to the students and community of McDonald; and share our pride in his athletic accomplishment.

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

PRESENTED, ADOPTED, APPROVED AND RECORDED this 15th day of September, 2021

John Saganich, Board President

Jody Klase, Board Vice President

Thomas Hannon, Board Member

Donna Shields, Board Member

Joseph Cappuzzello, Board Member

Kevin O'Connell, Superintendent

Megan Titus, Treasurer

EXHIBIT B

RESOLUTION IN RECOGNITION AND APPRECIATION OF SERVICE OF CHRIS RUPE

WHEREAS Chris Rupe has served the McDonald Local School District with the highest distinction for thirty-five years as a McDonald High School Science Teacher as well as twenty-three years as the McDonald Cross Country Coach:

WHEREAS throughout his career Chris Rupe has worked tirelessly to promote the value of education and athletics to all of his students;

WHEREAS Chris Rupe has guided State Championship Cross Country Teams in 1999, 2001, 2004, 2011 and 2013, as well as runner up finishes in 2000, 2002, 2003, 2007, 2010, 2012, and 2017;

WHEREAS his work ethic, energy and passion for the community has enriched those fortunate enough to know and work with him

WHEREAS Chris Rupe has served the school community with integrity, honor and dedication;

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

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

PRESENTED, ADOPTED, APPROVED AND RECORDED this 15th day of September, 2021

John Saganich, Board President

Jody Klase, Board Vice President

Thomas Hannon, Board Member

Donna Shields, Board Member

Joseph Cappuzzello, Board Member

Kevin O'Connell, Superintendent

Megan Titus, Treasurer

CONSULTANT CONTRACT

This agreement made and entered into in September 15, 2021 thru June 2022 between Nutrition, Inc., having its principal place of business situated at 580 Wendel Road, Suite 100, Irwin, PA 15642, and McDonald Local School District, having its principal place of business situated at 600 Iowa Avenue, McDonald, OH 44437. Nutrition, Inc. will bill the McDonald Local School District a monthly rate of \$1500 plus \$225 for the daily salary for the TNG director for the days he/she is working in or for the district. The McDonald Local School District will be expected to make payment to Nutrition, Inc. within 20 business days upon receipt of invoice.

Nutrition, Inc.'s Management Team will provide oversight for the food service program at the McDonald Local School District. Nutrition, Inc.'s role will be to provide support, train and offer advice for improving the food service program administration. McDonald Local School District shall indemnify and hold harmless Nutrition, Inc., its agents and its employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the sale of food products, other operations, workers compensation, employment tax withholdings, benefits or any employment related claims made by McDonald Local School District, or its agents on the premises.

McDonald Local School District agrees and understands that a considerable amount of time, effort and finances have been utilized and expended by Nutrition, Inc. in the hiring, training and retention of its Employees, specifically its directors. McDonald Local School District shall not during the term of this Agreement and for a period of three (3) years thereafter, hire, solicit to, or retain in any manner, whether directly or indirectly the services of any management employees of Nutrition, Inc. without the express written consent of the other party. McDonald Local School District further agrees that a violation of this covenant will cause irreparable harm to Nutrition, Inc. This contract can be reviewed, renewed or cancelled with mutual consent from both parties.

McDonald Local School District

Nutrition Inc.

Sign & Date
McDonald Local

Sign & Date
Nutrition, Inc. d/b/a The Nutrition Group



EXHIBIT E

31200 Bainbridge Road
Solon, Ohio 44139
Tel: 440.248.3400
Fax: 440.349.6980

Gardiner Water Treatment PureResults Service Agreement

CONTRACT PRESENTED TO:

**McDonald Local Schools
600 Iowa Avenue
McDonald, OH 44437-1677**

PROJECTS AND / OR LOCATIONS:

**McDonald Roosevelt Elementary
410 West 7th Street
McDonald, OH 44437**

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



SALES REPRESENTATIVE:

**Jeff Covert
Account Manager**

AGREEMENT NUMBER | START DATE:

C005213 Renewal | October 1, 2021

Gardiner®

HVAC Systems • Energy Services • Automation & Controls • Building Services • Intelligent Services • HVAC Parts & Supplies
www.WHGardiner.com



PureResults Water Treatment - PRICING AND ACCEPTANCE

PROJECT AND LOCATION:

MCDONALD ROOSEVELT ELEMENTARY
410 WEST 7TH STREET
MCDONALD, OH 44437

MCDONALD HIGH SCHOOL
600 IOWA AVENUE
MCDONALD, OH 44437

GARDINER, herein referred to as the Service Company, 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 the Service Company.

EQUIPMENT TO BE SERVICED: Two Closed Chilled Glycol Systems
Two Closed Hot Water Systems

This agreement price is \$2,184.00 per year, payable in quarterly amounts of \$546.00 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 you are tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from October 1, 2021 through September 30, 2022 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: August 23, 2021

CUSTOMER ACCEPTANCE:

SERVICE COMPANY APPROVAL:

Signature: _____
Title: _____
Acceptance Date: _____
Purchase Order No: _____

Signature: _____
Jeff Covert
Account Manager

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement will automatically renew each year. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. Gardiner Service Company DBA Gardiner, reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299). The increase in refrigerant costs above the normal escalation rate in your contract and CFC Tax will be billed additional at time of use.

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 (Continued)

- 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.

Included but not limited to:

Excessive make-up in a closed loop exceeding maximum product allowance of LG-269 or LG-62 would be invoiced to the customer at prevailing rate.

Water Treatment - CUSTOMER shall:

- Inform GARDINER of system alarms.
- Inform GARDINER of utility failures.
- Inform GARDINER of Microbiologically induced corrosion.

Water Treatment – CUSTOMER shall not:

- Tamper with controls without the knowledge of GARDINER.
- Bypass the water softener.
- Increase system size, or operating time.
- Close or bypass bleed-off, or blow-down lines.
- Delay technician for greater than 15 minutes to enter facility.

GENERAL TERMS AND CONDITIONS (Continued)

- IX. **SERVICE COMPANY 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 Local Schools** shall be considered a priority customer; Gardiner will respond to a service call within four 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.

PureResults WATER TREATMENT - SERVICE AGREEMENT

PROJECT AND LOCATION:

McDONALD ROOSEVELT ELEMENTARY
410 WEST 7TH STREET
McDONALD, OH 44437

McDONALD HIGH SCHOOL
600 IOWA AVENUE
McDONALD, OH 44437

SYSTEM	CHEMICALS/ PRODUCTS
Two Closed Chilled Glycol Systems	LG-269
Two Closed Hot Water Systems	LG-62

PureResults Complete Water Treatment Program

- All necessary chemicals
- Delivery of products
- Drum hook-up
- Application of product where applicable
- Filling of Chemical mix tanks
- Removal and disposal of empty Chemtex containers
- Quarterly Testing of all pertinent samples (January, April, July and October)
- Visual inspection of entire system
- E Reports with Annual system History Report
- Constant Contact Water Treatment Industry Updates
- Laboratory Services
- Sales, installation, and repairs of water treatment equipment at prevailing rate
- Access to International Chemtex and Gardiner web sites
- Scheduled Service calls, pre-arranged access

EXHIBIT F

Estimate

Woodford Excavating LLC
 701 Diehl South Rd.
 Leavittsburg, Ohio 44430
 330-395-3478 office
 330-507-9794 cell
 330-898-0298 fax



Date	Estimate #
9/1/2021	2077

Name / Address
McDonald Local Schools 600 Iowa Avenue McDonald, OH 44437

Ship To
Athletic Complex Change Orders

Description	Rate	Qty	Total
Track Striping: Up-charge for colored striping at the request of the school.	500.00	1	500.00
Remove 4" concrete and replace with 8" concrete on visitor side to create acceptable grade transition and make suitable for vehicle access.	8,305.00	1	8,305.00
Install three additional yard drains in the swale along the south radius of the track.	2,700.00	1	2,700.00
Relocate fence on from outside of perimeter curb to the center line of the existing curb in front of home side bleacher area.	3,850.00	1	3,850.00
Grading revisions to achieve improved drainage over original design.	3,600.00	1	3,600.00
Re-stake the home side bleacher area after survey stakes were removed by the bleacher contractor.	575.00	1	575.00
Install additional 2-2B basin and 45lf of 12" storm sewer on home side per revised drawings. Price includes rock excavation for all work.	3,965.00	1	3,965.00
Total			\$23,495.00

EXHIBIT G

RESOLUTION

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in regular session on the 15th day of September, 2021 at the offices of said Board with the following members present:

_____ moved the adoption of the following resolution:

WHEREAS, the McDonald Local School District Board of Education wishes to advertise and receive bids for the purchase of one (1) – 72 passenger unitized conventional school bus chassis and bodies.

THEREFORE, BE IT RESOLVED the McDonald Local School District Board of Education wishes to participate and authorizes the Ohio Schools Council to advertise and receive bids on behalf of said Board as per the specifications submitted for the cooperative purchase of one (1) – 72 passenger unitized conventional school bus chassis and bodies.

_____ seconded the Motion and upon roll call, the vote resulted as follows:

Motion passed and adopted this 15th day of September, 2021.

President, Board of Education

ATTEST:

Treasurer

Date

EXHIBIT H

**RESOLUTION AUTHORIZING THE TRADE OF PROPERTY OWNED
BY THE BOARD AND NO LONGER NEEDED
FOR ANY SCHOOL PURPOSES**

The Board of Education of the McDonald Local School District, McDonald, Ohio, met in regular session on the 15th day of September, 2021, at the offices of said Board, with the following members present:

The Treasurer advised the Board that the notice requirements of O.R.C. §121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

WHEREAS, the Board of Education of the McDonald Local School District is the owner of at approximately eighteen (18) cubic yards of topsoil (the "Property") presently located at 501 West Second Street, McDonald, Ohio the estimated value of which is approximately Six Hundred Thirty Dollars (\$630); and

WHEREAS, the Board of Education believes that the Property is no longer needed for any school purposes; and

WHEREAS, pursuant to Board Policy DN, the Board may authorize the trade of any school property with a value of less than Ten Thousand Dollars (\$10,000) that is no longer required for school purposes; and,

WHEREAS, pursuant to Board Policy DN, the Superintendent has recommended that the Property be traded for the acquisition and installation of a snow fence by Wolfords/Bee Mac Trucking (the "Company") at 501 West Second Street, McDonald, Ohio having a value of Seven Hundred Dollars (\$700).

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the McDonald Local School District, McDonald, Ohio, that:

Section 1: It is found and determined that the total value of the Property value of approximately Six Hundred Thirty Dollars (\$630), is no longer needed for any school purposes, and that disposing of such Property through trade pursuant to R.C. 3313.41 and Board Policy DN serves the public interest.

Section 2: The Board of Education hereby authorizes the trade of the Property to the Company, to be removed and safely transported from District property at the sole expense of the Company, in exchange for the Company providing and installing a snow fence at 501 West Second Street, McDonald, Ohio having a value of Seven Hundred Dollars (\$700). The Board of Education further authorizes the Board President and Treasurer to execute and deliver any necessary documents to complete the trade of the Property.

Section 3: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public or otherwise in compliance with all legal requirements.

_____ seconded the motion, and upon roll call on the adoption of the Resolution, the vote was as follows:

Motion passed and adopted this 15th day of September, 2021.

President, Board of Education

ATTEST:

Treasurer

Date: _____

