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**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 21, 2022 – 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Wednesday, September 21, 2022, at 6:00 p.m., in the high school library and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

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

Roll Call:

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

Members Not Present: 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. 22-714 Approve agenda for Regular Meeting of September 21, 2022

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

Res. 22-715 Approval of Board Minutes:

Special Meeting – August 2, 2022

September 21, 2022

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

Res. 22-716 Approval of Board Minutes:

Regular Meeting – August 17, 2022

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

Res. 22-717 Approval of Board Minutes:

Special Meeting – September 2, 2022

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

Recognition of Visitors / Audience Participation:

ANNIE MURRAY – DRESS CODE

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

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New Business:

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

Res. 22-718 POLICIES – FIRST READING

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

KMA-R	RELATIONS WITH SUPPORT ORGANIZATIONS
KMB	RELATIONS WITH BOOSTER ORGANIZATIONS
EBC	EMERGENCY MANAGEMENT AND SAFETY PLANS
IGDJ	INTERSCHOLASTIC ATHLETICS
IGDK	INTERSCHOLASTIC EXTRACURRICULAR ELIGIBILITY
KMA	RELATIONS WITH SUPPORT ORGANIZATIONS
LEC-R (ALSO IGCH-R)	COLLEGE CREDIT
GBCB	STAFF CONDUCT
IGAC	TEACHING ABOUT RELIGION
IND/INDA	SCHOOL CEREMONIES AND OBSERVANCES/ PATRIOTIC EXERCISES

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

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

Res. 22-719 FEDERAL LUNCH PROGRAM

Resolution to approve participation in the Federal Lunch Program for the 2022-2023 school year.

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

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

B. Finance Committee – Jody Klase, Chairperson

Res. 22-720 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: August, 2022

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

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

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

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Res. 22-721 DONATIONS

Resolution to accept the following donations:

DONOR	AMOUNT	FUND	PURPOSE
Michael & Dineen Kempe	\$450	018-9115	Donation to the Love Soup program sponsored by the Student Outreach Program.
Fresh Mark	n/a	018-9115	Donation of 5 cases of bacon to the Student Outreach Program (estimated donation amount is \$466.80).
Lisa Hill with Love Soup	n/a	018-9115	Donation of chicken noodle soup to the Love Soup program sponsored by the Student Outreach Program.
Hannon & Associates Financial	\$1,000	200-9010	Sponsor for Tennis program.
Ronald & Lora Bokan	\$250	200-9088	Donation to the Golf Program for the purpose of a Golf Scholarship.
Matthew and Emily Vukovic	\$200	200-9088	Donation to the Golf Program for the purpose of a Golf Scholarship.
Gustavus Federated Church	\$20	200-9088	Donation to the Golf Team for contribution to Akron Children's Hospital.
W R Koppel and S E Kopple	\$25	200-9088	Donation to the Golf Team.
Delayney Evan	\$5	200-9124	Donation to the Jr. Class
Anonymous	n/a	200-9960	Donation of multiple instruments to the High School Music Program.
DONOR	AMOUNT	FUND	PURPOSE
Terri Lewis-Hull	\$20	200-9990	National Honor Society Sponsor/Donation.
Carol Ann Hart	\$30	200-9990	National Honor Society Sponsor/Donation.
Coldstone Creamery	\$30	200-9990	National Honor Society Sponsor/Donation.
Connie Morris	\$30	200-9990	National Honor Society Sponsor/Donation.
Donna Dolsak	\$30	200-9990	National Honor Society Sponsor/Donation.
Erin Rogers	\$30	200-9990	National Honor Society Sponsor/Donation.
Jack Bucan	\$30	200-9990	National Honor Society Sponsor/Donation.
Joan Bako Miles	\$30	200-9990	National Honor Society Sponsor/Donation.
Jones Dance Academy	\$30	200-9990	National Honor Society Sponsor/Donation.
The Kuntz Family	\$30	200-9990	National Honor Society Sponsor/Donation.
Leah Scala	\$30	200-9990	National Honor Society Sponsor/Donation.
The Learning Tree Preschool	\$30	200-9990	National Honor Society Sponsor/Donation.

Logan Shields	\$30	200-9990	National Honor Society Sponsor/Donation.
Love Soup by Lisa Hill	\$30	200-9990	National Honor Society Sponsor/Donation.
The Price Family	\$30	200-9990	National Honor Society Sponsor/Donation.
Puppy Parlor	\$30	200-9990	National Honor Society Sponsor/Donation.
Sage Mason	\$30	200-9990	National Honor Society Sponsor/Donation.
Scott and Kristina Merola	\$30	200-9990	National Honor Society Sponsor/Donation.
Sportsman's Barber Shop	\$30	200-9990	National Honor Society Sponsor/Donation.
Tammy Candel	\$30	200-9990	National Honor Society Sponsor/Donation.
Tim and Pat Myers	\$30	200-9990	National Honor Society Sponsor/Donation.
Vern and Helen Sharp	\$30	200-9990	National Honor Society Sponsor/Donation.
Winter Trimacoo Co., LPA	\$30	200-9990	National Honor Society Sponsor/Donation.
Woodlands Senior Care Center	\$30	200-9990	National Honor Society Sponsor/Donation.
The Bokan Family	\$40	200-9990	National Honor Society Sponsor/Donation.
The Art Studio Photography	\$50	200-9990	National Honor Society Sponsor/Donation.
Gutter Clear, LLC	\$50	200-9990	National Honor Society Sponsor/Donation.
Jeff and Debbie Dombroski	\$50	200-9990	National Honor Society Sponsor/Donation.
K,L & J Landscaping	\$50	200-9990	National Honor Society Sponsor/Donation.
McDonald Community Federal Credit Union	\$50	200-9990	National Honor Society Sponsor/Donation.
McDonald Dairy Queen	\$50	200-9990	National Honor Society Sponsor/Donation.
McDonald Fire Department Assc.	\$50	200-9990	National Honor Society Sponsor/Donation.
Valley Premier Real Estate Solutions	\$50	200-9990	National Honor Society Sponsor/Donation.
Ianazone's Pizza	\$60	200-9990	National Honor Society Sponsor/Donation.
Best Bet Auto Repair	\$100	200-9990	National Honor Society Sponsor/Donation.
Bob Bloniarz Family	\$100	200-9990	National Honor Society Sponsor/Donation.
Dr. Colby Cox	\$100	200-9990	National Honor Society Sponsor/Donation.
Jason Reckard, State Farm Insurance	\$100	200-9990	National Honor Society Sponsor/Donation.
McDonald Education Association	\$100	200-9990	National Honor Society Sponsor/Donation.
The Skowron Family	\$100	200-9990	National Honor Society Sponsor/Donation.
Wolford's Rolloff	\$100	200-9990	National Honor Society Sponsor/Donation.
DONOR	AMOUNT	FUND	PURPOSE
William T Kunkel Jr. and Paula Kunkel	\$500	300-9968	Donation to the Football program.
Supertax Secretary Services	\$50	300-9972	Sponsor for Cheerleading Team Golf Outing.
Salvatore's Pizzeria	\$50	300-9972	Sponsor for Cheerleading Team Golf Outing.
Dead-Life(dot)com	\$100	300-9972	Sponsor for Cheerleading Team Golf Outing.

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

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

Res. 22-722 PARENTAL CONTRACT – TRANSPORTATION

WHEREAS, the student of the parent identified below has been determined to be a resident of this school district, and eligible for transportation services for the 2022-2023 school year; and

WHEREAS, after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for the student 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 Board of Education hereby approves the declaration of impractical to transport for the identified student, and offering the parent of the identified student payment in lieu of transportation at an amount of \$538.55 per student (maximum amount allowable is \$1,077.09).

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<u>PARENT OF STUDENT</u>	<u>SCHOOL SELECTED</u>	<u>GRADE</u>
Matthew Ciminero	Victory Christian	1

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

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

Res. 22-723 ELEMENTARY CAFETERIA BIDS

Resolution to approve the following bids for the 2022-2023 school year:

<u>Nickels Bakery:</u>		
Whole Grain White Bread	20 oz.	\$2.33
3.5 Whole Grain Hamburger Buns	12 pack	\$1.83
Whole Grain White Hot Dog Buns	8 pack	\$1.83
<u>Dean Dairy:</u>		
½ Pint 1% White Milk		\$0.2974
½ Pint 1% Chocolate Milk		\$0.2637
½ Pint Skim Chocolate Milk		\$0.2674

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

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

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Res. 22-724 PLANET AID AGREEMENT

Resolution to enter into an agreement with Planet Aid, Inc. to accept donations of used clothing and shoes. Proceeds from this agreement will be receipted into the 018-9111 Elementary School Principal Fund. (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. Krumpak seconded

Yeas: Cappuzzello, Krumpak, Shields, Klase

Nays: None

Vice President declared motion carried

Res. 22-715 TRANSFERS

Resolution to approve the following transfers:

- Transfer of \$170,000 out of the Permanent Improvement Levy Fund 003-9016 and into the Athletic Complex Fund 005-9016
- Transfer of \$210,000 out of the District Replacement Fund 005-0000 and into the Athletic Complex Fund 005-9016

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

Mr. Cappuzzello moved and Mrs. Krumpak seconded

Yeas: Cappuzzello, Krumpak, Shields, Klase

Nays: None

Vice President declared motion carried

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Res. 22-726 AUDIT ENGAGEMENT LETTER

Resolution to approve the engagement letter with Zupka & Associates. Engagement letter is for the district's annual audit for a five (5) year period [annual audit for fiscal years 2022 through 2026]. (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. Krumpak seconded

Yeas: Cappuzzello, Krumpak, Shields, Klase

Nays: None

Vice President declared motion carried

B. Personnel Committee – Donna Shields, Chairperson

Res. 22-727 TITLE 1 TUTORS

Resolution to hire the following personnel on a one (1) year limited contract, as Elementary Title 1 Tutors, for the school year 2022/2023, pending BCII & FBI background checks, effective 9/22/22. Rate of pay is \$20.00 per hour for these certified Title 1 Tutors, not to exceed 28.75 hours per week:

Marianne Knight

Rosa Houston

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

Nays: None

Vice President declared motion carried

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Res. 22-728 CLASSIFIED SUBSTITUTES – 2022/2023

Resolution to approve the attached list as Classified Substitutes, pending BCII & FBI background checks, for McDonald Local Schools for 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
Nays: None
Vice President declared motion carried

Res. 22-729 SUPPLEMENTAL CONTRACTS – 2022/2023

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

Michelle Titus – Girls Head Softball Coach	\$6,012; and
Jeannette Domitrovich – Volunteer Tennis Coach	\$-0-

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

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

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C. Buildings and Grounds Committee - Joseph Cappuzzello, Chairperson

Res. 22-730 WATER TREATMENT PROGRAM RENEWAL

Resolution to approve the renewal of the PureResults Water Treatment Program (#C005213) with Gardiner for McDonald High School and Roosevelt Elementary School. The agreement is for one (1) year from October 1, 2022 through September 30, 2023, at a total cost of \$2,184 per year, payable in quarterly amounts of \$546. (See Exhibit D)

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
Nays: None
Vice President declared motion carried

Res. 22-731 WATER TREATMENT PROGRAM RENEWAL

Resolution to approve the renewal of the Intelligent Services Agreement (#C005198) with Gardiner for Roosevelt Elementary School. The agreement is for three (3) years, from October 1, 2022 through September 30, 2025, at a cost of \$14,935 per year, payable annually. (See Exhibit E)

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
Nays: None
Vice President declared motion carried

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Res. 22-732 ADJOURNMENT

Mr. Cappuzzello moved and Mrs. Shields seconded to adjourn the Regular Meeting at 7:01 p.m.

Yeas: Cappuzzello, Shields, Krumpak, Klase

Nays: None

Vice President declared the motion carried

ATTEST:



VICE PRESIDENT



TREASURER

MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 21, 2022 – 6:00 A.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437

Visitors, please register.

1. . Rosa Houston
2. Annie Murray
3. Cara Pecchia
- 4.
- 5.
- 6.
- 7.
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- 10.
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- 12.
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- 19.
- 20.



SCHOOL SITE HOST AGREEMENT

This At Will Agreement is entered into between _____ [School Name]

and Planet Aid, Inc. Planet Aid is a non-profit organization headquartered in Elkridge, Maryland that accepts donations of used clothing and shoes. Planet Aid bundles and sells the used clothing to support community development projects in disadvantaged communities around the world.

- 1. The Site. The School is located at _____ [Address, City, State, Zip of the Site]
2. Consideration. The School desires to assist Planet Aid in its charitable mission. The School requests to host ___ bin(s) on campus. Planet Aid shall pay to The School (or community organization of the school's choice) 5¢ cents per pound of clothing and shoes collected on a quarterly basis.
3. Term and Termination. This is an At Will agreement. Planet Aid will remove the bin(s) promptly upon request.
4. Insurance. Planet Aid shall maintain insurance in amounts and areas of coverage as Planet Aid determines necessary to reasonably guard against liability that may arise from this Agreement. Planet Aid will provide proof of insurance to The School upon request. If necessary, Planet Aid will submit any required permits.
5. Pledge. Planet Aid pledges to monitor and maintain the bin and surrounding area and schedule pick-ups of the clothing as often as needed to prevent overflow.
6. Payments. The School shall submit an IRS form W-9 to Planet Aid before any payment is made. All payments due will be issued in arrears in an administratively reasonable period of time following the close of the calendar month. All payments will be made by company check or our payment service. The School shall promptly notify Planet Aid in the event a payment is not received. In the event that any check remains uncashed for more than ninety days, The School irrevocably instructs Planet Aid to cancel such checks and donate the corresponding funds to Planet Aid's general fund.
7. Contact the customer service manager at (888)893-0648 or lgriffen@planetaid.org with any service questions or concerns, or to arrange an on-call pick-up within 24 hours.

PLANET AID

THE SCHOOL

_____/_____
[Planet Aid Signature] [Date]

_____/_____
[Signature] [Date]

[Planet Aid Signatory Printed Name]

[Printed Name]

[Planet Aid Signatory Title]

_____/_____
[Signatory Title (e.g. Principal)] [EIN]





SITE HOST INFORMATION

Contact Person: _____

Phone Number: _____ Email: _____

SITE PLACEMENT

Please use the directions below to ensure that we place your bin in the correct location.

- 1) Take a photo or a screenshot on google maps and place the image in the space below or email it directly to education@planetaid.org.
- 2) Mark an "X" where you would like the bin placed.
- 3) Write any additional directions that will help our team place your bin.



MCDONALD LOCAL SCHOOLS - SUBSTITUTE ROSTER
2022-2023 SCHOOL YEAR

BUS DRIVERS

Houser, Melanie
Read, Kimberly
Sylak, Wilma

COOKS

Bauman, Angela
Brown, Lynn
Cox, Jenny
Mohn, Giovanna

CUSTODIANS

Bauman, Angela
Bucan, Jack
Mantz, Sherry
Oblinsky, Nicholas
Scala, Ryan
Shields, Logan
Skruck, Pam

DOMESTICS

Bauman, Angela
Mantz, Sherry
Oblinsky, Nicholas
Skruck, Pam

SECRETARIES

Cox, Jenny
Greene, Wendy

STUDY HALL MONITORS

Cox, Jenny
Greene, Wendy



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 W. 7 th Street	McDonald, OH 44437
McDonald High School	600 Iowa Avenue	McDonald, OH 44437

SALES REPRESENTATIVE:

Jeff Covert
Account Manager

AGREEMENT NUMBER | EFFECTIVE DATE:

C005213 Renewal | October 1, 2022

PureResults Water Treatment - PRICING AND ACCEPTANCE

PROJECT AND LOCATIONS:

McDonald Roosevelt Elementary	410 W. 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, 2022 through September 30, 2023** 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: September 6, 2022

CUSTOMER ACCEPTANCE:

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

SERVICE COMPANY APPROVAL:

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. Of 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 LOCATIONS:**

McDonald Roosevelt Elementary 410 W. 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 websites
- Scheduled service calls, pre-arranged access



System Service Solutions

Intelligent Services Agreement

CONTRACT PRESENTED TO:

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



PROJECT AND/OR LOCATION:

**McDonald Roosevelt Elementary
410 West 7th St.
McDonald, OH 44437**

PRESENTED BY:

**Jeff Covert
Account Manager**

AGREEMENT NUMBER | EFFECTIVE DATE:

C005198 Renewal | October 1, 2022

INTELLIGENT SERVICES SUPPORT

The Gardiner Intelligent Services agreement is meant to provide support to help ensure you capture the full benefits of your HVAC system investment. The automation system is a critical component in maximizing system comfort, efficiency, and overall operation. It is also crucial to ensure the system is properly adjusted from design to the actual operating environment.

Gardiner has developed the Intelligent Services program in order to help:



Improve Space Comfort

Utilize Gardiner's Space Comfort Scorecard to prioritize and address areas with comfort issues. Space comfort is graded based on a spaces ability to maintain set point over time, areas of concern show up as red or yellow.



Reduce energy spend

Gardiner will monitor facility energy usage along with system operation in order to identify areas of improvement, making adjustments and recommendations as necessary. Gardiner will also use national and local databases to compare your facility's performance to other similar facilities.



Reduce operational spend

Gardiner will use data driven service to reduce truck rolls, maximize technician time effectiveness, and prolong equipment life.



Reduce down-time

Gardiner Intelligent Services monitoring and diagnostics enable Gardiner to detect potential issues and avoid unnecessary down-time. It also allows us to remotely diagnose and resolve system issues, saving time and potential service truck rolls. Gardiner Intelligent Services can ensure the operating software is up to date as well as perform system back-ups so in case of a catastrophic event, the system can be restored and back in operating condition as quickly as possible.

The building automation system is vital to maintaining occupant comfort, productivity, and energy efficiency. Gardiner looks forward to the opportunity to support the objectives of your organization.

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: **McDONALD ROOSEVELT ELEMENTARY**
410 WEST 7TH ST.
McDONALD, OH 44437

GARDINER COMPANY, 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.

This agreement price is **\$14,935.00** 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 you are tax exempt, please include your tax exemption certificate. This price is firm for three years.

This agreement is effective from **October 1, 2022 through September 30, 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: September 7, 2022

CUSTOMER ACCEPTANCE:

SERVICE COMPANY APPROVAL:

Signature: _____

Signature:  _____

Title: _____

Jeff Covert
Account Manager

Acceptance Date: _____

Purchase Order No: _____

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement price is firm for three years.
October 1, 2022 through September 30, 2025.

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

- 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. 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) ~~Customers who are~~ Customers 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.

SCOPE OF COVERAGE

Applied Intelligent Services

PROJECT & LOCATION: **McDonald Roosevelt Elementary**
410 West 7th St.
McDonald, OH 44437

OPERATIONAL SUPPORT	INTELLIGENT SERVICES
<ul style="list-style-type: none">• Help Desk Support	<input checked="" type="checkbox"/>
<ul style="list-style-type: none">• Operational Review<ul style="list-style-type: none">• On-Site Operational Reviews• Remote Operational Reviews	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<ul style="list-style-type: none">• Building Analytics<ul style="list-style-type: none">• Dynamic Commissioning	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
<ul style="list-style-type: none">• Software Maintenance and Upgrades	<input checked="" type="checkbox"/>

SCHEDULES

Applied Intelligent Services

Essential Support

As part of all Gardiner Intelligent Services offerings, a data pump will be installed to gather and trend building data to analyze systems performance and to identify anomalies. All Intelligent Services agreements will require an external IP connection.

Help Desk

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Set point changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation
- Informal training

Operational Review Inspections

The operator interface is key to the performance of the building temperature control and automation system and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Services technician to take action on system deficiencies discovered through the trending of data.

On-Site Operational Reviews – Two per Year

- Investigate documented issues from the client
- Review and take corrective action on issues discovered through the trending of data
 - Programming modification
 - Sensor calibration / verification
 - Set-point modifications
 - Evaluate faulted control components
- Training on the building automation system
- Alarm routing and setup
- Software maintenance and upgrades

SCHEDULES

Applied Intelligent Services

Remote Operational Reviews – Two per Year

- Run system performance reports to identify deficient items on the building automation system
- Utilize pre-set system operating parameters to generate pass/fail conditions for all automated system components
- Identify items in alarm, overridden, or scheduling exceptions

Software Maintenance and Upgrades

Control system software is periodically upgraded and software patches are generated to improve system functionality. To assure that your system remains current with the latest major and minor revisions, the labor and material costs to install current patches compatible with the existing system software are included. In addition, a backup of the database will be performed to allow for ease in restoration in the event of catastrophic system failure. This will be performed during the on-site operational reviews.

Building Analytics

Dynamic Commissioning™

Gardiner will install a data pump to gather and trend building data to analyze systems performance and to identify anomalies. Gardiner Energy Engineers will analyze and interpret data into recommended action items to improve your facility operation, comfort, and energy efficiency.