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**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, APRIL 25, 2018 – 7:00 P.M.
ROOSEVELT LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, April 25, 2018, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Regular Meeting was called to order at 7:00 p.m. by President John Saganich. Treasurer William Johnson called the roll:

Members Present: Thomas Hannon, Wendy Higgins, Jody Klase,
Joseph Cappuzzello, 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. 18-71 Approve agenda for Regular Meeting of April 25, 2018

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

Res. 18-72 Approval of Board Minutes:

Regular Meeting – March 28, 2018

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

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Res. 18-73 Approval of Board Minutes:

Special Meeting – April 18, 2018

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

Recognition of Visitors / Audience Participation:

Lance Ronghi – STEM Presentation

Old Business: any Old Business to bring before the Board

New Business:

- A. Finance Committee – Thomas Hannon, Chairperson – SEE ATTACHED

Res. 18-74 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: March, 2018

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

Res. 18-75 AUDITOR OF STATE – ENGAGEMENT LETTER

Resolution to approve the Auditor of State's Office to prepare the district's GAAP financial statements for the years ending June 30, 2018. (See Exhibit A)

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

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

Res. 18-76 AGREEMENT OF PURCHASE AND SALE BETWEEN 2M SERVICES LLC
AND THE BOARD OF EDUCATION OF MCDONALD LOCAL SCHOOL
DISTRICT.

Resolution to approve the Purchase and Sale Agreement between 2M Services LLC and the Board of Education of McDonald Local School District, in the amount of \$25,000. (See Exhibit B)

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

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

B. Personnel Committee – Jody Klase, Chairperson

Res. 18-77 HIGH SCHOOL PRINCIPAL'S CONTRACT

Resolution to issue a one (1) year, 220 day contract, from 8/1/18 through 7/31/19, at the agreed salary, to Gary Carkido, 546 Illinois Avenue, McDonald, Ohio 44437, as Principal of McDonald High School, as per contract and benefits.

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

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

Res. 18-78 PARENTAL LEAVE

Resolution to approve the parental leave for Danica Ronghi from May 9, 2018 through January 14, 2019.

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

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

Res. 18-79 SUPPLEMENTALS - 2018-2019

Resolution to hire the following personnel on a one (1) year supplemental contract for the 2018-2019 school year, pending certification and BCII/FBI background checks:

Jenna Colburn – Varsity Cheerleading Advisor, \$3,631;

Joe Celli – Assistant Varsity Football Coach, \$4,720;

Tom Senich – Assistant Varsity Football Coach, \$4,720;

Steve Durbin – Assistant Varsity Football Coach, \$4,720;

Bill Ifft - Freshman Football Coach, \$4,720; and

Jeff Cintron – Volunteer Assistant Varsity Football Coach, \$0.

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

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

Res. 18-80 NON-RENEWAL OF SUPPLEMENTAL CONTRACTS
SUBSTITUTE CONTRACTS – FEDERAL GRANT CONTRACTS

Resolution to non-renew all supplemental contracts, substitute contracts, and federal grant contracts issued for the 2017-2018 school year. (This is a “housekeeping” action and in no way reflects job performance.)

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

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

Res. 18-81 STUDENT ACCIDENT INSURANCE – 2018/2019

Resolution to approve a contract with Student Protective Agency for the Student Accident Coverage for the 2018-2019 school year. (See Exhibit C)

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

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

Res. 18-82 EIGHTH-GRADE FIELD TRIP

Resolution to approve the eighth-grade field trip to Washington, D.C. on April 29, 2018 through May 1, 2018, under the guidance of high school teacher, Chuck Mooney. Students traveling will be excused from classes April 30, 2018 and May 1, 2018.

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

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

Res. 18-83 TWELFTH GRADE ELIGIBLE GRADUATING CLASS

Resolution approving the twelfth grade students eligible for graduation from McDonald High School on May 26, 2018. (See Exhibit D)

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

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

Res. 18-84 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave, as follows:

Brian Backur – English Festival, YSU, 4/18/18, substitute \$80;

Louis Domitrovich – English Festival, YSU, 4/18/18, substitute \$80;

Mike Hecker – English Festival, YSU, 4/19/18, substitute \$80;

Dan Williams – Chaperone, Juniors to Trumbull County Courthouse, Warren, 4/23/18, substitute \$80;

Samantha Rozzo - Chaperone, Juniors to Trumbull County Courthouse, Warren, 4/23/18, substitute \$80;

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Danielle Ronghi – Prom Set Up, Warren, 5/4/18, substitute \$80;

Pam Ross – Administer Calculus Final, MHS, 5/16/18, substitute \$40;

Danielle Ronghi – Senior Picnic, McDonald, 5/18/18, substitute \$80;

Danielle Ronghi – Class Day, MHS, 5/25/18, substitute \$80.

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

Mrs. Klase moved and Mrs. Higgins seconded

Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 18-85 OSBA SERVICES AGREEMENT

Resolution to approve the OSBA Services Agreement from February 1, 2018 through January 31, 2019, at the cost of \$875, for policy updates. (See Exhibit E)

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

Mrs. Higgins moved and Mr. Cappuzzello seconded

Yeas: Higgins, Cappuzzello, Klase, Hannon, Saganich

Nays: None

President declared motion carried

Res. 18-86 WOODLAND PARK PAVILION PICNIC CONTRACT

Resolution authorizing the McDonald Board of Education to enter into a contract with the Village of McDonald for the use of the Woodland Park Pavilion for the following picnics:

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Senior Class Picnic	5/18/18
Sixth Grade	5/25/18
Second and Third Grades	5/29/18
Fourth and Fifth Grades	5/30/18
Kindergarten and First Grades	5/31/18

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

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

Res. 18-87 POLICIES

Resolution to approve the first reading of the following policies:

BCFA	BUSINESS ADVISORY COUNCIL TO THE BOARD
EBC	EMERGENCY MANAGEMENT AND SAFETY PLANS
EBC-R	EMERGENCY MANAGEMENT AND SAFETY PLANS (ADMINISTRATIVE RULES/PROTOCOLS)
EEACD	DRUG TESTING FOR DISTRICT PERSONNEL REQUIRED TO HOLD A COMMERCIAL DRIVER'S LICENSE
EEACD-R	DRUG TESTING FOR DISTRICT PERSONNEL REQUIRED TO HOLD A COMMERCIAL DRIVER'S LICENSE
GBK	SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS (VERSION 1)
GBK	NO TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS (VERSION 2)

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JECAA	ADMISSION OF HOMELESS STUDENTS
JECAA-R	REPLACE WITH UPDATED VERSION THAT FOLLOWS – ADMISSION OF HOMELESS STUDENTS (ENROLLMENT DISPUTE RESOLUTION PROCESS)
JECAA-R	UPDATE VERSION – ODE MODEL LOCAL DISPUTE RESOLUTION PROCEDURE – ADMISSION OF HOMELESS STUDENTS (DISPUTE RESOLUTION PROCESS)
JED	STUDENT ABSENCES AND EXCUSED
JFCG	TOBACCO USE BY STUDENTS (VERSION 1)
JFCG	TOBACCO USE BY STUDENTS (VERSION 2)
KGC	SMOKING ON DISTRICT PROPERTY (VERSION 1)
KGC	NO TOBACCO USE ON DISTRICT PROPERTY (VERSION 2)
BCFA	BUSINESS ADVISORY COUNCIL TO THE BOARD
EBC	EMERGENCY MANAGEMENT AND SAFETY PLANS
EBC-R	EMERGENCY MANAGEMENT AND SAFETY PLANS (ADMINISTRATIVE RULES/PROTOCOLS)
EEACD-R	DRUG TESTING FOR DISTRICT PERSONNEL REQUIRED TO HOLD A COMMERCIAL DRIVER'S LICENSE
GBK	SMOKING ON DISTRICT PROPERTY BY STAFF MEMBERS (VERSION 1)
JECAA	ADMISSION OF HOMELESS STUDENTS

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JECAA-R	REPLACE WITH UPDATED VERSION THAT FOLLOWS – ADMISSION OF HOMELESS STUDENTS (ENROLLMENT DISPUTE RESOLUTION PROCESS)
JECAA-R	UPDATED VERSION – ODE MODEL LOCAL DISPUTE RESOLUTION PROCEDURE – ADMISSION OF HOMELESS STUDENTS (DISPUTE RESOLUTION PROCESS)
JED	STUDENT ABSENCES AND EXCUSES
JFCG	TOBACCO USE BY STUDENTS (VERSION 1)
JFCG	TOBACCO USE BY STUDENTS (VERSION 2)
KGC	SMOKING ON DISTRICT PROPERTY (VERSION 1)
KGC	SMOKING ON DISTRICT PROEPRTY (VERSION 2)

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

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

Res. 18-88 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 7:50 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:

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

Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich

Nays: None

President declared motion carried

Mr. Hannon left executive session at 9:10 p.m., prior to the distribution of the treasurers' applications.

6336

Res. 18-89 ADJOURN EXECUTIVE SESSION

Mr. Cappuzzello moved Mrs. Higgins seconded to adjourn executive session and return to the regular board meeting at 10:21 p.m.

Yeas: Cappuzzello, Higgins, Klase, Saganich

Nays: None

President declared motion carried

Res. 18-90 ADJOURNMENT

Mr. Cappuzzello moved and Mrs. Klase seconded to adjourn the regular board meeting at 10:21 p.m.

Yeas: Cappuzzello, Klase, Higgins, Saganich


Nays: None

President declared motion carried

ATTEST:



PRESIDENT



TREASURER

Accomplishments since establishing Capital Projects Fund

Recent:

Band Bleachers, Boiler Waterproofing, Wireless Initiative (Chromebooks and Carts), ADA Gym Restrooms, Floor Scrubber, Cafeteria Tables, Bus Radios, Fire Panel, Elementary Fire Alarm Update, also out to bid on Stage Update and MHS Security Cameras to complete this summer.

Previous:

Roosevelt Cameras, MHS Gym Bleachers, Auditorium Lights, Roosevelt HVAC Automation, Roosevelt PA System, Concrete Leveling at MHS, District Wide Network Switches, Wire Computer Lab, Computers for Lab, Chromebooks and Carts, Boys' Basketball Locker Room remodel, Site Assessment and wetlands assessment

Laminator, Chromebooks, Computers, Tables and Chairs for Labs, repair Gym Entrance steps and railings, High Jump Mats, Seal/Paint Football Stadium, Telephone System, Visitor Football Bleachers, Roosevelt Parking Lot Pavement, Bus, Ventrac Tractor (snow removal and other uses), Wireless should have been installed,

Floor Scrubber, Auditorium Flooring repaired and finished, Gym Floor sanded and finished, Gym Steps re-poured and new railings, Computers, Front Balcony Repaired, Transformer leveled and sealed, Chimney Repaired

Sidewalk repair Roosevelt, Caulking Sidewalks and roadways at Roosevelt, Computer Lab Furniture, Repair rusted electrical panel, MHS Lab installed, Bus, Sidewalk Level,

Concession Stand Roof repair, Flag Pole, Football Steps, Painting Gym, Scoreboard, Stone Artwork on Roosevelt, 3D printers, Baseball, Softball field repair (half cost), Jump Stretch, Robotics Equip, Mower, Snowblower

Accomplishments

1 Tax History and Levy Considerations

- a. History
- b. 3 Scenarios
- c. In the future
- d. What to do about renewal
 - a. Signs
 - b. Flyers
 - c. Other

Full Board recommendation if wanted

2 Sale of Old Roosevelt

- a. Subdivide
- b. Sell Entirety
- c. Auction Required

Full Board recommendation if wanted

2 Track and Football Field

- a. Where will it be located?
- b. What will be included?

Full Board recommendation if wanted

3. Land on 2nd St

- a. Do we want deadline for purchase

Full Board recommendation if wanted

~~4. Rotoland~~

- ~~a. Is land needed for current educational purposes?~~
- ~~b. Are there political ramifications for building or developing?~~

Full Board recommendation if wanted

5. Swimming Pool

- a. Can we continue to allow it to sit empty
- b. What use

a fill pool

b fill in pool

c. GEOTHERMAL - ELEVATOR

Full Board recommendation if wanted

6. Gym and Lobby Appearance

- a. Pictures to honor basketball
- b. Pictures to honor Track and Cross Country
- c. Improved overall appearance of Gym and Lobbies

Property Purchase (Between Olive and Second Street)

Property Purchase (Corner of 6th and McDonald)

Sports Complex (Either on Second or Current Footprint)

Roosevelt Property Sale

Swimming Pool Room

Usage and configuration of Blue Devil Room

Usage and configuration of MHS Gym and Lobby

Safety and Security Issues (Cameras, Bolo Sticks, Protective Film)

Tax Levy approach (Current and Future levy plans)

MAR 13 2018



Dave Yost • Auditor of State

March 21, 2018

Mr. William Johnson, Treasurer
McDonald Local School District
600 Iowa Avenue
McDonald, OH 44437

Dear Mr. Johnson:

This letter is to confirm our understanding of the terms and objectives of our engagement with the McDonald Local School District (the School District) and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software, Local Government Services (LGS) will compile, from information you provide, the annual financial statements of McDonald Local School District as of and for the fiscal year ending June 30, 2018, and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. LGS will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

LGS is not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial

statements in accordance with SSARs: 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) The prevention and detection of fraud; 3) To ensure that the entity complies with the laws and regulations applicable to its activities; 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and 5) To provide us with documentation, and other related information that is relevant to the preparation and presentation of the financial statements; additional information that may be requested for the purpose of the preparation of the financial statements; and unrestricted access to persons within the McDonald Local School District of whom we determine necessary to communicate.

As part of our engagement, LGS will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

You agree to include our accountant's compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

The McDonald Local School District remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the School District to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the McDonald Local School District's responsibility to design, implement and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the School District is fulfilling these responsibilities, the following safeguards will be observed. The School District will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the School District has determined that someone other than the individual with whom we worked last year to fulfill this role, the School District must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the School District:

1. Information required to confirm appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Board of Education during 2018;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all School District and bank accounts as of June 30, 2018;
5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of June 30, 2018;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for June 30, 2018;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of June 30, 2018;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately.
10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
11. All documentation necessary to determine reporting entity. If it is determined that the School District will be required to report a component unit, GAAP financial statements for the component unit must be provided in a timely fashion for preparation of the School District's financial statements;
12. Information to support necessary modified accrual and accrual adjustments as of June 30, 2018;
13. Information regarding transfers by fund including the amount and purpose for each transfer;
14. Required supplementary information; and
15. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

Mr. William Johnson, Treasurer
McDonald Local School District
March 21, 2018
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All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The School District shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the School District must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the School District and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the School District in terms of resources, recordkeeping or other issues, the School District and LGS may collaborate on alternative methods of providing the School District's data to LGS without compromising the personal information on individuals served or employed by the School District.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

If for any reason we are unable to complete the compilation of the School District's financial statements, we will not issue a report on such statements as a result of this engagement.

It is estimated that 80 hours will be needed to complete this project for 2018. Our fees for these services will be billed monthly to McDonald Local School District at a rate of \$50 per hour, and the total cost is not anticipated to exceed \$4,000. If additional time or services should be necessary, we will notify McDonald Local School District regarding any amendment to this contract that may be required.

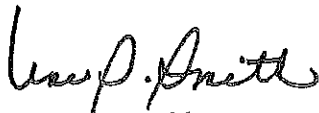
Mr. William Johnson, Treasurer
McDonald Local School District
March 21, 2018
Page 5 of 5

Upon a 30 day written notice, either party may terminate this Agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed-upon rate for any and all work done to the date of such notice.

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than April 13, 2018. If we do not hear from you by April 13, 2018, we will assume that the McDonald Local School District does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Nita Hendryx, Chief Project Manager, at 1.800.443.9271.

Sincerely,

DAVE YOST
Auditor of State



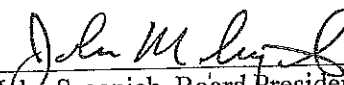
Unice S. Smith
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

MCDONALD LOCAL SCHOOL DISTRICT

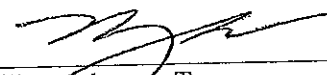
Date: 4-25-18

Resolution No. 18-75

By: 
John Saganich, Board President

It is hereby certified that the amount of \$ 4,000 required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification now outstanding.

Date: 4-25-18


William Johnson, Treasurer

cc: Nita Hendryx, Chief Project Manager
Joey Jones, Chief Auditor

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made effective the 25th day of April, 2018, by and between 2M Services, LLC, an Ohio limited liability company (the "Seller"), and The Board of Education of the McDonald Local School District, a public school district and political subdivision of the State of Ohio (the "Purchaser").

WHEREAS, the Seller is the owner of various parcels of real property located in the Township of Weathersfield, County of Trumbull and State of Ohio, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Seller has determined to sell the Property to the Purchaser and the Purchaser has determined to buy the Property from the Seller on the terms and conditions set forth herein;

NOW, THEREFORE, the Purchaser and the Seller agree as follows:

WITNESSETH:

1. Recitals. The recitals are hereby incorporated by reference as though fully set forth and rewritten herein, and the affirmative statements made in the recitals are hereby ratified and confirmed.
2. Property. The Purchaser agrees to buy and the Seller agrees to sell, for the consideration provided for in Section 3 and upon the terms and subject to the conditions set forth in this Agreement, the Property together with all structures, fixtures and improvements thereon and all easements, rights, privileges, hereditaments and appurtenances belonging thereunto.
3. Consideration for Sale. The purchase price to be paid by the Purchaser to the Seller for the Property shall be the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The purchase price shall be paid by the Purchaser at Closing in cash, bank or cashier's check, or wire transfer, after taking into consideration any deposit and adjustments for closing costs and prorations as specified herein.
4. Due Diligence. Purchaser shall have a period of ninety (90) days after the effective date of this Agreement to obtain approvals of such governmental and quasi-governmental authorities and to conduct and obtain such tests, surveys, studies, reports and inspections in order to determine in its reasonable discretion if the Property is suitable for the Purchaser's acquisition (the "Due Diligence Period"). The cost of obtaining such approvals and of conducting and obtaining such tests, surveys, studies, reports and inspections and in determining the suitability of the Property shall be the sole responsibility of the Purchaser. The Seller shall provide to the Purchaser reasonable access to the Property so that the Purchaser may conduct its due diligence. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to the Purchaser, then the Purchaser shall deliver written notice to the Seller of such unacceptable condition that the Purchaser has objected to prior to the expiration of the Due Diligence Period (the "Purchaser Notice"), and the Purchaser shall then have the right either to terminate this Agreement or to afford the Seller the opportunity to cure the unacceptable condition. In the event that the Seller is afforded the opportunity to cure the unacceptable condition but is unwilling or unable to cure such objection made by the Purchaser within forty-five (45) days after receipt of the Purchaser Notice, the Purchaser may, by written notice to the Seller, either (i) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (ii) waive such condition and proceed to purchase the Property, in either case not later than

fifty (50) days after the Seller's receipt of the Purchaser Notice. Upon the Purchaser's timely delivery of a termination notice, this Agreement shall be terminated. If the Purchaser has not notified the Seller of any unacceptable condition during the Due Diligence Period, then any such condition shall be deemed to be waived by the Purchaser. The Purchaser must restore the Property to substantially its original condition after the tests, surveys, studies and inspections are conducted.

5. Title Company and Escrow Agent. Amrock, with a mailing address of 250 West Huron, Suite 204, Cleveland, Ohio, 44113, is hereby designated as the "Title Company" and escrow agent in connection with this transaction.

6. Status of Title to Property. The Purchaser shall, at its sole cost and expense, procure a title commitment for the Property prepared by the Title Company. The Purchaser shall notify the Seller of its objection to any matter shown in the commitment not later than the expiration of the Due Diligence Period. If the Seller is unable or unwilling to remove any such objections prior to the Closing at the Seller's sole costs and expense, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, at which time the parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as the Seller is able to convey without abatement of the purchase price. If Purchaser has not notified the Seller of any objections during the Due Diligence Period, then any such condition shall be deemed to be waived by Purchaser.

At the Closing, the Seller shall furnish the Purchaser and the Title Company with a seller's affidavit as to mechanic's and materialmen's liens, persons in possession of the Property, and similar title matters required by the Title Company as a condition of its deletion of the standard printed general exceptions from the title policy. The Purchaser shall update the title commitment for the Property to the date of Closing. If such update shows any exceptions not previously shown on the title commitment, then the Purchaser shall have the right to object to any such additional exception. If the Purchaser does so object to such additional exception, then the Seller shall either (a) cure or remove the additional exception prior to Closing or (b) notify the Purchaser that the Seller is unable or unwilling to cure or remove the exception. If the Seller notifies the Purchaser that the Seller is unwilling or unable to remove such additional exceptions, or if the Seller otherwise fails to cure such additional exceptions prior to the Closing, then the Purchaser may either terminate this Agreement or waive the title objection and proceed with the Closing on the purchase of the Property.

The Purchaser shall be responsible for the costs of title insurance premiums and special endorsements requested by Purchaser.

7. Property Condition. Within ten (10) days following the date of this Agreement, Seller shall deliver to Purchaser, at no cost to Purchaser, such of the following as are in the possession of Seller related to the Property: surveys, contracts, leases, title policies, waste disposal records, permit records, traffic studies, engineering tests and studies, and environmental reports (including without limitation documents relating to soils, ground water, underground tanks, subsurface conditions, correspondence from or with governmental authorities relating to environmental matters, asbestos, hazardous substances, environmental conditions, and other information concerning the environmental condition on or about the Property), in each case to the extent not previously delivered by the Seller to the Purchaser.

8. Encumbrances to Property. Seller hereby covenants, warrants, and represents as of the effective date and the date of Closing, Seller has the ability to transfer good and marketable title to the Property and there will be at Closing no parties in possession of any part of the Property as either lessees, tenants at sufferance, or trespassers. Seller will not directly or indirectly sell, lease, transfer or convey the

Property or any portion thereof; grant any rights, easements, covenants, mortgages, encumbrances or liens with respect to the Property; or enter into any agreements which would materially and adversely affect the Property or the title thereto without first obtaining Purchaser's consent with respect thereto, which consent will not be unreasonably withheld. The provisions of this Section 8 shall survive the Closing.

9. Taxes, Assessments and Utilities. Seller shall promptly pay when due all real property taxes on the Property for all years prior to the year of Closing. Real property taxes shall be prorated at Closing based on the net general taxes for the current year, if known, otherwise on the basis of the net general taxes for the preceding year at the rate of one hundred percent (100%) thereof, and re-prorated upon receipt of the current year invoice. Seller shall pay at Closing the full amount of all special assessments affecting the Property then due and payable as of Closing. The Seller will pay utility charges relating to the Property up to, but not including, the date of the Closing.

10. Closing. The closing for the purchase and sale of the Property shall be completed not later than one hundred fifty (150) days following the date of this Agreement or on such earlier date as both parties agree (the "Closing"). The Seller shall, at the Closing, convey title to the Property to the Purchaser by General Warranty Deed and without reservation of mineral rights or the royalties thereto. Except for costs for which a party is specifically responsible pursuant to this Agreement, the Purchaser shall be responsible for Closing costs, costs of recording the deed and the cost of the transfer tax, excepting any Seller created financing or liens existing on the property and those items listed in the title commitment to which Buyer has timely objected. The Property shall be given to Purchaser on the Closing date in substantially the same condition as the Property is on the effective date, subject to reasonable wear and tear and, with respect to damage by a Casualty Event, as provided in Article 20 hereof. Seller shall cause all personal property to be removed from the Property not later than Closing.

11. Deliveries at Closing.

A. At Closing, the Seller shall deliver the following documents and instruments: (1) the Seller's duly signed General Warranty Deed conveying the Property to the Purchaser; (2) written verification of the Seller's authority to enter into this Agreement and to Close and consummate the transaction contemplated by this Agreement; and (3) such items and documents as may be necessary for the Title Company to complete the Closing.

B. At Closing, the Purchaser shall deliver the following documents and instruments: (1) the purchase price and all other costs listed in this Agreement to be paid by Purchaser; (2) written verification of Purchaser's authority to enter into this Agreement and to Close and consummate the transaction contemplated by this Agreement; and (3) such items and documents as may be necessary for the Title Company to complete the Closing.

12. Survey and Legal Description/Lot Split. The Purchaser shall secure at its expense any necessary survey, legal description and lot split approvals for the conveyance of the Property. In the event that the Purchaser is unable to secure the necessary approvals as required by this Section by the timeline for the Closing, then the Purchaser may terminate this Agreement unless the timeline for the Closing is extended by mutual agreement of the parties.

13. Service Contracts. Each contract, agreement or commitment which affects or relates to the Property and their operation, including service contracts, supply contracts, management contracts and

maintenance contracts (collectively, "Service Contracts") shall be terminated not later than the date of Closing except for such Service Contracts that the Purchaser agrees to assume in writing.

14. Notices. Notices required or permitted hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Seller and the Purchaser at the following addresses:

To the Purchaser: McDonald Local School District
600 Iowa Avenue
McDonald, Ohio 44437
Attention: William A. Johnson, Treasurer

With a copy to: Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215
Attention: Matthew L. Sagone, Esq.

To the Seller: 2M Services, LLC
1120 Illinois Avenue
McDonald, Ohio 44437
Attention: Nick T. Rota, Member.

With a copy to: James A. Tadla, Esq.
803 Texas Avenue
McDonald, Ohio 44437

15. Entire Agreement. All understandings and agreements made heretofore between the Seller and the Purchaser are merged into this Agreement, including the Exhibit hereto, which fully and completely expresses the agreement between the parties and the same is entered into after full investigation, neither party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the parties.

16. Broker. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through, or communicated with any broker in connection with the transaction contemplated by this Agreement. Each party shall be responsible for costs, and expenses related to its own broker or finder employed or engaged in connection with this transaction.

17. Default.

A. If the Seller fails to proceed to Closing by reason of default, Purchaser shall have the right to terminate this Agreement by notifying the Seller of such termination and to pursue additional remedies at law or equity that may be available to the Purchaser.

B. If Purchaser fails to proceed to Closing by reason of default, the Seller shall have the right to terminate this Agreement by notifying Purchaser of such termination and to pursue additional remedies at law or equity that may be available to the Seller.

18. Benefit. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

19. Law. This Agreement shall be governed by the laws of the State of Ohio. Any legal proceedings related to this Agreement shall be brought in the Court of Common Pleas in the County where the Property is located, Ohio, except when the U.S. District Court for that County is determined to have exclusive jurisdiction.


20. Casualty. If any of the Property is damaged or destroyed by fire or any other casualty prior to the Closing (a "Casualty Event"), then Purchaser shall then have the right either to terminate this Agreement or accept the Property (less any damage caused by such Casualty Event), without reduction in the purchase price, but Purchaser shall receive an assignment by Seller of all of Seller's rights under policies of insurance upon the Property covering such damage or destruction, and Seller shall deliver to Purchaser any proceeds previously received by Seller as a result of such Casualty Event.

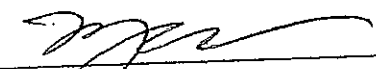
IN WITNESS WHEREOF, the parties on the date hereinabove set forth have signed this Agreement in duplicate, intending that each be deemed an original.


**BOARD OF EDUCATION OF THE
MCDONALD LOCAL SCHOOL
DISTRICT, OHIO**

2M SERVICES, LLC

By: 
John M. Saganich, President

By: 
Nick T. Rota, Member

By: 
William A. Johnson, Treasurer


By: 
Justin A. Rota, Member

Certificate

The undersigned, Treasurer of the Board of Education of the McDonald Local School District, Ohio, certifies that the money required to meet the obligations of the Board under the foregoing Agreement of Purchase and Sale have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: April 25, 2018



Treasurer, Board of Education
McDonald Local School District, Ohio

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel No. 1

Situated in the Township of Weathersfield, County of Trumbull, and State of Ohio, and known as being Lot Nos. 219, 220, 249 and 250 in Plan A, McDonald-Niles Realty Company Plat as recorded in Volume 10 of Plats, Page 65, Trumbull County Records. Said lots together have a combined frontage of 50 feet on the west line of McDonald Avenue and extend back on their north line 200 feet, which is also the south line of Fourth Avenue, and on their south line 200 feet, having a combined rear line of 50 feet, as appears by said plat, subject to all legal highways.

Property Address: 600 McDonald Avenue, McDonald, Ohio 44437

PPN: 23-072050; 23-072051; 23-072052; 23-072053

Parcel No. 2

Situated in the Township of Weathersfield, County of Trumbull and State of Ohio: Being Lot Nos. 221, 222, 223, 224 & 225 in the replat of Plan "A" of McDonald Niles Realty Company Plat as recorded in Volume 10 of Plats, Page 40-43, 65 of Trumbull County Records.

PPN: 23-091900, 23-108275, 23-108276, 23-108277, 23-108278

Said property is further known as being 612 McDonald Avenue, McDonald, OH 44437 for street numbering purposes.

Parcel No. 3

Situated in the Township of Weathersfield, County of Trumbull and State of Ohio: Being Lot No. 246 in a replat of Plan "A" of McDonald Niles Realty Company Plat as recorded in Volume 10 of Plats, Page 40-43, 65 of Trumbull County Records.

PPN: 23-108279

Parcel No. 4

Situated in the Township of Weathersfield, County of Trumbull and State of Ohio: Being Lot No. 248 in a replat of Plan "A" of McDonald Niles Realty Company Plat as recorded in Volume 10 of Plats, Page 40-43 of Trumbull County Records.

PPN: 23-108280

GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

Application For Blanket Student Accident Insurance

Name of Policyholder: MCDONALD LOCAL SCHOOLS

Address: 600 IOWA AVENUE MCDONALD OHIO 44437 TRUMBULL
Street City State Zip County

Junior/Middle High Schools consist of grades 7 - 8 Senior High Schools consist of grades 9 - 12
 Total District enrollment: 825 Please attach a list of all schools in the District.

Policy Number: 344-00P-

☒ STUDENT ACCIDENT COVERAGE

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8/20/18. The termination date shall be 5/24/19, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8/01. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

☐ FOOTBALL ONLY ACCIDENT COVERAGE

☒ IN EFFECT

☐ NOT IN EFFECT

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on 8/01 and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on NA. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:					
COVERAGE	GRADES	PREMIUMS		COVERAGE	GRADES
		Low	High		
24-Hour	K-6	\$79	\$158	Football Only Per Player	10-12
	7-12	\$91	\$182		(Including grade
School-Time	K-6	\$23	\$46		9 if playing or
	7-12	\$37	\$74		practicing with
					grades 10-12)

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: [Signature] Date: 4-25-18

Agent Signature: WILLIAM A. JOHNSON Date: _____

Ship supplies to address below:

Street Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Attention: _____ Requested Date of Shipment: _____

Please provide an email address to receive supplies electronically: stephen.mcdonald.k12.oh.us

Name as printed on Diploma McDonald HS

Matthew Martin Beedle
Isabelle Catherine Beres
Cameron Aileen Blaine
Alexander Butler
Tyler Michael Canada
James L. Cellio
Bailey Elizabeth Conley
Lauren Nicole Cunningham
Joshua L. Davis
Ashley Morgan Dean
Brandon Dean
Corey Daniel DiRenzo
Hannah Nicole Donkers
Alicia Nicole Fedyski
Emily Christine Gilligan
Rivon Nickelle Greathouse
Victoria Jane Hall
Dakota Robert Hathhorn
Nicholas J. Helco
Erik D. Hepfner
Claire Bernice Hoffman
Dylan M. Hunt
Nathan Mathew Ifft
Allyson Renee Jamison
Kaitlyn Nicole Johnson
Tyrese Taylor Johnson
Morgan Kraynek
Josh Lang
Nathaniel D. L'Heureux
Olivia Anne Lovas
Victoria Lynn Lowe
Alyssa Anne Lynch
Autumn Dawn Mason
Abbie Grace Matig
Jared Allen McGarry
Ethan Philip Milford
Malina Mitchell
P. Gilbert Oakes
Jenna Patricia O'Neil
Daniel James O'Neill
Braedon Michael Poole
Abby Marie Pratt
Riko David Rodriguez

Martín R. Joe
Patrick James Ruane
Braden Michael Rupe
Thomas Giovanni Schadt
A. Raine Shepherd
Britney Taylor Smith
Holly Anne Stankewich
Zachary M. Stevenson
Frank Sudol
Frank Edward Waldo III
Rachel Elizabeth Ward
Chase Anthony Welch
Cole Ryan Wilson
Karly Shianne Wireman
Mason Wiseman
Calvin Albert Thomas Wolford



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this 25 day of April 2018, between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the **McDonald Local School District** (hereinafter referred to as the "Board"), with its principal place of business at 600 Iowa Ave., McDonald, OH 44437-1677 for the purpose of providing the **Ohio Policy Service (OPS) Update Service**.

Now, therefore, the parties agree that the Consultant will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part of this Agreement. The contract and the attached addendum represents the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum, attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services rendered prior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

Each person who signs below warrants that he/she has full power and authorization to bind the entity under which his/her signature appears.

OSBA:

Division Director: [Signature]

Date: 1-18-18

District:

Authorized Signature: [Signature]

Title: President

Date: 4-25-18

Please sign and return copy along with a purchase order to the Ohio School Boards Association.



Service Addendum – Ohio Policy Service (OPS) Update

Services Provided by Consultant:

Consultant will provide the following consulting services for OSBA member school district, **McDonald Local**, for the twelve (12) month period **February 1, 2018 through January 31, 2019**:

- Updates to board policies adopted by the Board within the Current Contract Year.
- Subscription to *Policy Development Quarterly (PDQ)* e-newsletter including OPS new/revised sample policies.
- Up to seven (7) paper copies of the new/revised policies, upon request.
- Sample policies as requested.
- Manual in electronic format.
- Telephone consultation.

The Board agrees to:

- Promptly provide OSBA with one (1) copy of all new/revised policies (including adoption dates) adopted during the Current Contract Year. All changes must be clearly indicated, and the policies shall be provided to OSBA in an easily editable electronic file format.
- Compensate Consultant for additional services not specifically enumerated at the rates outlined below.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of **\$875**, which represents the flat fee for the services outlined above. Expenses as outlined below are in addition to the flat rate and are invoiced on Dec. 31 of the year in which the contract was signed and at the end of the Current Contract Year. If the Board opts for additional Consultant consultation beyond the services provided above, meetings may be scheduled based on a rate of \$195 per hour professional time, minimum two (2) hours. Invoices shall be paid in full within thirty (30) days after receipt of invoice. Copies beyond those ordinarily provided will be invoiced at \$.05 per page.

The update services provided under this agreement only include changes adopted by the Board during the Current Contract Year. Updates adopted by the Board outside of the Current Contract Year will be completed as OSBA staff becomes available and will be subject to additional fees at the rate of \$150 per hour.

Invoices will be submitted pursuant to the following schedule:

- \$875 shall be invoiced at the signing of this contract.
- Expenses shall be invoiced on Dec. 31 of the year in which the contract was signed and at the end of the Current Contract Year.

Expenses. Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, facility fees, applicable recovery cost of telephone charges and honoraria as appropriate. Any and all other expenses not specifically incorporated in this agreement or attached addendum made a part of the contract shall be the responsibility of the party incurring the cost.

Term. This agreement shall continue in force and shall be automatically renewed annually for a term of twelve (12) months ("Renewal Term") at the OSBA rates and fee structure in effect at the time of renewal. Any expenses incurred during a Renewal Term shall be invoiced on Dec. 31 of the year in which the Renewal Term begins and at the end of the Renewal Term. All services shall be completed no later than the end of the Current Contract Year or the end of the relevant Renewal Term. This agreement may be terminated by either party prior to renewal by providing at least thirty (30) days written notice prior to the end of the relevant term.

