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**McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, DECEMBER 13, 2023 - 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local School District Board of Education held a Regular Meeting on Wednesday, December 13, 2023, at 7:00 p.m., in the McDonald High School Library, and via McDonald Schools Facebook Live, 600 Iowa Avenue, McDonald, OH 44437.

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

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

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

Pledge of Allegiance

Res. 23-203 Approve agenda for Regular Meeting of December 13, 2023

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

Res. 23-204 Approval of Board Minutes:

Regular Meeting – November 15, 2023

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

Recognition of Visitors / Audience Participation:

Tom Hannon – Recognitions

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

New Business:

A. Finance Committee – Jody Klase, Chairperson

Res. 23-205 TREASURER’S FINANCIAL REPORT

Treasurer’s Financial Report: November, 2023

- 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.

Mrs. Klase moved and Mr. Cappuzzello seconded

Yeas: Klase, Cappuzzello, Shields, Krumpak, Saganich

Nays: None

President declared motion carried

Res. 23-206 DONATIONS

Resolution to accept the following donations:

DONOR	AMOUNT	FUND	PURPOSE
McDonald Community Chest	\$200	018-9115	Donation to the Student Outreach Program.
Anonymous	\$1,000	018-9115	Donation to the Student Outreach Program.
Woodland Park United Methodist Church	\$150	018-9115	Donation to the Student Outreach Program.
Anonymous	\$450	300-9003	Cash donations from parents of softball team athletes.
Lucy Secka	\$10	300-9003	Softball team donation.
Raymond Lewis	\$40	300-9003	Softball team donation.
Anonymous	\$50	300-9003	Anonymous softball team donation.

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

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

Res. 23-207 SNOW REMOVAL

Resolution to approve the contract of S&S Tree Service, for the snowplowing/salting services for McDonald Schools, for the 2023-2024 school year. (See Exhibit A)

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

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

Res. 23-208 TRANSFER-OUT

Resolution to approve the transfer of \$10,000 out of the District Replacement Fund (005-0000) and in to the Athletic Facility Fund (005-9016).

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

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

C. Personnel Committee – Donna Shields, Chairperson

Res. 23-209 RETIREMENT (RESIGNATION) – CERTIFIED

Resolution to accept the resignation of Renee B. Ifft, McDonald High School Math Teacher, effective May 31, 2024 for purposes of retirement.

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

Mrs. Shields moved and Mrs. Krumpak seconded

Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

Res. 23-210 SUBSTITUTE TEACHER

Resolution to approve the employment of Zavier Bokan, as a substitute teacher, without a bachelor's degree, for the McDonald Local School District, for the 2023-2024 school year, pending BCII and FBI background checks.

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

Mrs. Shields moved and Mrs. Krumpak seconded

Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

Res. 23-211 INCREASE IN CLASSIFIED SUBSTITUTE HOURLY RATES

Resolution to approve the hourly pay rate increase for the following classified substitutes, effective January 1, 2024:

Bus Driver - \$17.00

Cook - \$12.00

Domestic and Custodian - \$15.00

Educational Aide - \$11.00

Secretary - \$13.00

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

Mrs. Shields moved and Mrs. Krumpak seconded

Yeas: Shields, Krumpak, Cappuzzello, Klase, Saganich

Nays: None

President declared motion carried

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Res. 23-212 SUPPLEMENTAL CONTRACTS – 2023/2024

Resolution to approve the following personnel on a one (1) year supplemental contract for the 2023/2024 school year, pending BCII and FBI background checks, as well as ODE Pupil Activity Permit:

John Fields –Girls Assistant Track Coach	\$3,287.00
Jeannette Domitrovich – Girls JH Track Coach	\$3,287.00
Naomi Domitrovich – Girls Volunteer Assistant JH Track Coach	\$-0-
Tyler Cintron – Boys Assistant Track Coach	\$3,287.00
Ryan Scala – Co-Boys JH Track Coach (Split)	\$1,643.50
Jack Bucan – Co-Boys JH Track Coach (Split)	\$1,643.50
Mark Fabian – Boys Volunteer Assistant Varsity Track Coach	\$-0-
Robin Kapalko – Boys/Girls Volunteer Track 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, Saganich

Nays: None

President declared motion carried

Res. 23-213 ADJOURNMENT

Mr. Cappuzzello moved and Mrs. Shields seconded to adjourn the Regular Meeting at 7:42 p.m.


Yeas: Cappuzzello, Shields, Krumpak, Klase, Saganich

Nays: None

President declared motion carried

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ATTEST:



PRESIDENT



TREASURER

Board Policy: BDDH (Also KD) Public Participation at Board Meetings

All meetings of the Board and Board-appointed committees are open to the public.

In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation may be permitted at each meeting.

Each person addressing the Board shall give his/her name and address. If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board, present and voting.

**MCDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, DECEMBER 13, 2023 – 6:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

Visitors, please register.

1. TOM HANNON
2. KEN MINER
3. Nick G. Ho
4. KRISTINA MEROLA
5. Abriana D'Amore
6. Pamela Saganich
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- 20.

SNOW REMOVAL CONTRACT

I. THE PARTIES. This Snow Removal Service Contract (“Agreement”) made November 21 2023 (“Effective Date”), is by and between:

Service Provider: S&S Tree Service (“Service Provider”), and

Client: McDonald Local School with a mailing address of 600 Iowa Ave, McDonald, Ohio, 44437 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. TERM. The term of this Agreement shall commence on November 20 2023 and end on April 1 2024.

III. THE SERVICE. The Service Provider agrees to provide remove snow from the following area(s):

Parking Lots;
Bus Garage
Behind High School and Board Parking Lot
Grade school parking lots
Drop off area at grade school
Bus turn around at grade school

Hereinafter known as the “Service”.

Service Provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. DE-ICING. Included in the Service, the Service Provider agrees to provide de-icing services to the areas mentioned in Section III. De-icing services shall include, but not be limited to, the usage of salt and other chemicals used to break down the existence of ice on the Property.

V. SNOW EVENT. The Service Provider shall perform the Service upon the accumulation of snowfall on the Property equal to or more than 2 inch(es) (“Snow Event”). The Client has the right to forgo any future Service due to a Snow Event by contacting the Service Provider with at least twenty-four (24) hours’ notice prior to any Snow Event.

VI. THE PROPERTY. The Service shall be provided at the following address: 600 Iowa Ave, McDonald, Ohio, 44437.

Hereinafter known as the “Property”.

VII. PAYMENT AMOUNT. The Client agrees to pay the Service Provider \$350.00 for performing the Service on the Property per each Snow Event.

Hereinafter known as the "Payment Amount".

VIII. PAYMENT METHOD. The Client shall pay the Payment Amount on a weekly basis after the Service has been performed.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

IX. RETAINER. The Client is not required to pay a retainer as part of this Agreement.

X. INSPECTION OF SERVICES. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

XI. RETURN OF PROPERTY. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, shovels, snowblowers, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

XII. TIME IS OF THE ESSENCE. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

XIII. CONFIDENTIALITY. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XIV. TAXES. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XV. INDEPENDENT CONTRACTOR STATUS. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XVI. SAFETY. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XVII. ALCOHOL AND DRUGS. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XVIII. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XIX. DEFAULT. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.


XX. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

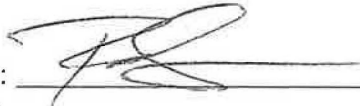
XXI. GOVERNING LAW. This Agreement shall be governed by and shall be construed in accordance with the laws in the State the Property is located.

XXII. SEVERABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIII. ADDITIONAL TERMS & CONDITIONS. Plowing 2in to 5in 350.00/450.00 with salt
Plowing 5in to 10in 450.00/550.00 with salt
Just salt would be 150.00

XXIV. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client's Signature:  _____ Date: 12-14-2023
Print Name: McDonald Local School

Service Provider's Signature:  _____ Date: 12-14-23
Print Name: S&S Tree Service