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**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
TUESDAY, FEBRUARY 27, 2018 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Tuesday, February 27, 2018, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

The Regular Meeting was called to order at 7:01 p.m. by President John Saganich. Treasurer William Johnson called the roll:

Roll Call:

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. 18-33 Approve agenda for Regular Meeting of February 27, 2018

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

Res. 18-34 Approval of Board Minutes:

Organizational Meeting – January 10, 2018

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

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Res. 18-35 Approval of Board Minutes:

Regular Meeting – January 10, 2018

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

Recognition of Visitors / Audience Participation:

Tracy Bosheff & the Kindness Group

Tom Hart – TCTC Representative

Rich Martin – Basketball Program

Old Business: any Old Business to bring before the Board

New Business:

A. Finance Committee – Thomas Hannon, Chairperson

Res. 18-36 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: January, 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

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Res. 18-37 DONATION

Resolution to accept a monetary donation in the amount of \$50.00 from David and Nancy Gillespie in Memory of Frank S. Toth, Jr. This money is to be deposited into the basketball fund.

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. 18-38 NEOMIN Managed Internal Broadband Service

Resolution to approve the NEOMIN Managed Internal Broadband Service contract between NEOMIN and McDonald Local Schools, effective 7/1/18 through 6/30/21. The estimated cost for the high school is \$4,058.98 and \$2,178.02 for the elementary school. (See Exhibit A).

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. 18-39 NEOMIN Internet Service Contract

Resolution to approve the NEOMIN Internet Service contract between NEOMIN and McDonald Local Schools, effective 7/1/18 through 6/30/23. The estimated cost for the high school and elementary school is \$25,002.00 per year. (See Exhibit B)

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

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

Res. 18-40 CREATION OF FUND

Resolution to approve the creation of the Greg Dickson Memorial Fund, as follows:

007 9003

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. 18-41 SHARED SERVICES CONTRACT WITH TRUMBULL COUNTY
EDUCATIONAL SERVICES CENTER

Resolution to approve the Shared Services Contract with Trumbull County Education Service and payment of \$438,627 for the FY 18 contract, as per ORC 3313.845. (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

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Res. 18-42 SUPPLEMENTAL - 2017-2018

Resolution to hire Brian Callow as a volunteer softball coach, pending certification and BCII/FBI background checks.

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. 18-43 ELEMENTARY INTERVENTION

Resolution to approve the following teachers for the elementary intervention programs for grades two through four, on an as-needed basis. The rate is \$20.50 per hour. Costs to be paid through Title 1 funds.

Staci Conley	Marilynn Kelly
Judy Fedyski	Matt Vukovic
Ryan Witkoski	Cathy Woods
Patti Worrell	

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. 18-44 PROFESSIONAL LEAVE

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

Tracy Bosheff – Career Day, Champion, 1/30/18, \$0;

Josh Krumpak – Conference Bowling Match, Boardman, 2/2/18, substitute \$40;

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Josh Krumpak – AD meeting and sectional tournament draw, Austintown and Struthers, 2/8/18 and 2/12/18, substitute \$120;

Tracy Bosheff – Junior Achievement, Youngstown, 2/13/18, \$0;

Beverly Simpson – Financial Starting Point, Youngstown, 2/13/18, \$80;

Cathy Woods – Organize Alternate Assessments, Roosevelt, 2/14/18, substitute \$80;

Jenna Wert - Organize Alternate Assessments, Roosevelt, 2/14/18, substitute \$80;

Rob Hilbun - Organize Alternate Assessments, Roosevelt, 2/14/18, substitute \$80;

Angela Sanson – Meeting the Needs of Gifted Learners, Niles, 2/23/18, substitute \$80;

Mary Skufca – HB 410 Attendance Intervention, Champion, 2/27/18, substitute \$41.60;

Eric Jones - HB 410 Attendance Intervention, Champion, 2/27/18;

Linda Prokop - HB 410 Attendance Intervention, Champion, 2/27/18, substitute \$80;

Brian Backur - DLT Day, Niles, 3/8/18, substitute \$80;

Anthony Napolitano – DLT Day, Niles, 3/8/18, substitute \$80;

Samantha Rozzo – DLT Day, Niles, 3/8/18, substitute \$80; and

Alicia Stonestreet - DLT Day, Niles, 3/8/18, 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

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C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 18-45 POLICIES

Resolution to approve the first reading of the following policies:

ACA/ACAA	NONDISCRIMINATION ON THE BASIS OF SEX/SEXUAL HARASSMENT
ACA-R/ACAA-R	NONDISCRIMINATION ON THE BASIS OF SEX/SEXUAL HARASSMENT
ACA-E/ACAA-E	NONDISCRIMINATION ON THE BASIS OF SEX/SEXUAL HARASSMENT
BDDJ	BROADCASTING AND TAPING OF BOARD MEETINGS (ALSO KBCD)
EEA	STUDENT TRANSPORTATION SERVICES
IGBI	ENGLISH LEARNERS
IGD	DOCURRICULAR AND EXTRACURRICULAR ACTIVITIES
IGDJ	INTERSCHOLASTIC ATHLETICS
IKF	GRADUATION REQUIREMENTS
JEDA	TRUANCEY
JEFB	RELEASED TIME FOR RELIGIOUS INSTRUCTION
KBCD	BROADCASTING AND TAPING OF BOARD MEETINGS (ALSO BDDJ)

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

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Mrs. Higgins moved and Mr. Cappuzzello seconded

Yeas: Higgins, Cappuzzello, Hannon, Klase, Saganich

Nays: None

President declared motion carried

Res. 18-46 SCHOOL CALENDAR – 2018/2019

Resolution to adopt the 2018-2019 school calendar for McDonald Local School District.
(See Exhibit D).

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, Hannon, Klase, Saganich

Nays: None

President declared motion carried

Res. 18-47 GIRLS ALUMNI BASKETBALL GAME

Resolution to ratify the approval of the girls' alumni basketball game that was held on
Saturday, February 10, 2018, at 10:00 a.m., at the high school gymnasium.

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, Hannon, Klase, Saganich

Nays: None

President declared motion carried

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Res. 18-48

Adjournment

Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn the Regular Meeting at 8:01 p.m.

Yeas: Klase, Cappuzzello, Hannon, Higgins, Saganich

Nays: None

President declared motion carried

ATTEST:



PRESIDENT



TREASURER

To the McDonald Local Schools Administration and Board of Education

My name is Richard Martin and I reside at 809 Oregon Avenue with my wife Lori. I am attending tonight's board meeting with some concerns. I am speaking to you tonight as a tax payer, an alumni of McDonald schools, and as a former basketball player and coach. I have been involved in McDonald basketball for the past 54 years as a player, coach and spectator.

During this basketball season as well as last season, I have heard statements from a certain group of people in the stands alleging that the present coaching staff at all levels has mistreated players. There are never any specifics, just generalizations. From my personal experience, this is very hard for me to believe.

I can say with the utmost certainty that all of the McDonald basketball coaches that I have had the pleasure to play for, coach with and watch from the stands have always been loyal to our student athletes. I expect that this tradition will continue for years to come. There is not a gentleman on this great earth that cares more about his basketball players than Coach Jeff Rasile. His record, which is approaching 300 wins in 14 years, speaks for itself. You don't win close to 300 games without mutual respect and great relationships with your players and coaching staff. For all the years that I have been associated with Coach Rasile, I can tell you that the lines of communication have always been open, to both his players and staff, and it's a relationship that I greatly enjoy to this day. He is extremely passionate and expects hard work. He obviously likes to win – basketball is a competitive sport. But he openly tells his players his job is also to help prepare them for life after high school basketball.

I am struggling to find a reason why this group of people have called Mr. Carkido and Mr. O'Connell on numerous occasions with baseless complaints over childish issues. This group has also personally met with Coach Rasile and yet the calls and complaints continue because they are not getting what they want. This group demands meetings with school officials on an almost daily basis, wasting the time of our highly educated professionals, time that could be spent on issues more important than playing time or who the starting 5 are. I'm not sure why this group feels that playing time is a "right" or an entitlement-- it's not. It's a privilege, one that is earned with talent, hard work and dedication. Coach Rasile and his staff have upfront discussions with every player before and throughout the season about their skills, their role on the team and expectations. There is no secret recipe. Players that accept their role on the team can have great success. The players who do not buy into the system will struggle. Playing time is an issue for the player and the coaching staff to discuss. I know for a fact that Coach Rasile has a parent meeting before the season begins and the number one rule is that playing time will not be discussed with a parent, period. Playing time is what this issue is all about.

I am asking that the necessary steps be taken immediately to halt the harassment to Coach Rasile and his family from this group of people. I feel that it is not acceptable and should not be tolerated any longer. If this group is so unhappy with the basketball program and the way that it is being run, then my recommendation is to go somewhere else to watch basketball games. They are not here to support our wonderful student athletes at McDonald schools.

I recently attended a sporting event where I witnessed a father talking to his distraught daughter.

The daughter was not currently getting as much playing time as her teammates and she was very visibly upset about this. Instead of going and complaining to all the parents in the bleachers or going to the coach to complain, the father asked his daughter these questions: "When was the last time you have been to the gym to work on your skills? Have you been working in the weight room? Have you had a good attitude? Have you been working like a team player?"

She could not answer these questions for her father. He then responded to her, "This is one person's problem, yours. You need to make it so they have no choice but to leave you in because you are that good and valuable to the team." I want to give kudos to this parent for putting the responsibility back on his daughter and making it a life lesson. He did not handle this all-to-common situation by engaging in the whispering bleacher banter or yelling profanities at the coach throughout the game. This father chose to put responsibility on his daughter to make her realize that she needed to improve her performance and her attitude if she wanted to increase her playing time.

Hawking's Bold Prediction

Stephen Hawking Predicts
"Biggest Event in the
History of Civilization"

The Motley Fool

By the time kids reach the junior high level the idea of equal playing time should not be seen as a requirement. Lower level activities require equal playing time, enforce no-cut policies, and do a great job at allowing kids to hone their skills and try new roles, positions, etc. so they can find their strengths. By the time kids reach junior high they are competing for larger goals and they are preparing for high school

level competition. Not everyone is going to get equal playing time. Not everyone is going to get an A on his or her test. Not everyone is going to get the same amount of stage time. Not everyone can be first chair in the band. Not everyone is going to be a starter. People earn these things by their performance.

When you are on a competitive team of any kind you have to realize you are competing! You are competing not only as a team, but also you are competing for specific spots and roles. This is not a bad thing. This is a time to find strengths and weaknesses. It is a time to find likes and dislikes. It is a time to learn life lessons.

We cannot expect everyone to have the resilience of Rudy Ruettiger, but an attitude like his paired with hard work, listening to coaches, showing up to perform and displaying good character and teamwork can benefit a player as well as the whole team.

Unfortunately, even with hard work and great attitudes, some kids just aren't cut out for certain activities. Me, for example, I am never going to be a performance singer. No matter how much I practice or how many voice lessons I pay for I am never going to be a good singer. Even if I got a spot on the choir I would know I would never be a soloist. We all must understand our capabilities.

Parents need to help their children by setting a good example of sportsmanship instead of instilling entitlement. If you join a competitive activity and you are not able to honorably ride the roller coaster of emotions then maybe competitive activities are not one of your strengths.

- **DR. KRISTIN HEREDIA** lives in Ottawa and is loving everything life has to offer. She can be reached by emailing stephanies@mywebtimes.com.

NEOMIN Managed Internal Broadband Service
Contract Number: NEO-WIA-2018-MDLD

This agreement for Managed Internal Broadband service ("Agreement"), effective 7/1/2018, is made

BETWEEN:

NEOMIN - Northeast Ohio Management Information Network ("Provider"), whose main office is located at 528 Educational Highway, Warren, OH, and **McDonald Local Schools** (hereinafter known as "Customer" and collectively with Provider, the "Parties").

WHEREAS, Provider is a regional educational center organized by the State of Ohio pursuant to Section 3301.075 of the Ohio Revised Code to provide for the establishment of an Ohio educational computer network under procedures, guidelines, and specifications of the Department of Education, and;

WHEREAS, Customer is an educational entity in the State of Ohio, and;

WHEREAS, Provider wishes to provide Managed Internal Broadband services (the "Service") to the Customer subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

"Internet" shall mean the publicly available worldwide system of interconnected computer networks that uses agreed upon technical standards based on the Internet Protocol (IP).

"Managed Internal Broadband Service" shall mean a service provided by Provider for the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, including initial design configuration and integration of the wireless network.

"Services" shall mean all of the duties and ministrations pursuant to Section 2.

"Service Equipment" shall mean all Provider-owned equipment used to perform the Services.

"User" shall mean a school or person authorized by a school to make use of the Services purchased or secured by Customer from Provider by this Agreement.

2. THE SERVICES

In accordance with the provisions of this Agreement, Provider shall provide the Services as specified in Exhibit A and Schedule 1 for the Term of the Agreement.

Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

3. AGREEMENT TERM AND TERMINATION

This agreement shall be for the period beginning 7/1/2018 to 6/30/2021 ("Term"). In the event that the Customer wishes to terminate the Service prior to the contract period end date, then Customer agrees to be responsible for the following charges:

- (a) The contracted annual amount in full for the balance of the current fiscal year (July 1 – June 30), less the amount already paid by Customer for such fiscal year.
- (b) Fifty percent (50%) for all remaining months and years of this Agreement.

4. CHARGES AND PAYMENTS

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement, regardless of whether: (1) Customer fails to appropriate sufficient funds; or (2) E-rate funding is approved and/or received. Charges for the Services provided under this Agreement will be billed to Customer on a semi-annual basis.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date on the Customer's invoice. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section 4, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

5. LEVEL OF SERVICE

Provider will provide the Service as specified in Schedule 1 for an Uptime of 24-hour-per-day, 7-day-per-week less the period during which the Service is not available due to one or more of the following events (collectively, "Excusable Downtime" which is specifically excluded from any Uptime calculation):

- (a) Scheduled or routine testing or maintenance of the Service or any portion thereof;

- (b) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors any other party gaining access to the Service by reason, directly or indirectly, of any act or omission by Customer;
- (c) A failure of the Internet and/or telecommunications networks;
- (d) Any actions taken by Provider believed to be reasonably necessary to preserve data of Customer or other Provider customer;
- (e) The occurrence of any event that is beyond Provider's reasonable control;
- (f) At Customer's direction, Provider restricting access to the Services;
- (g) A failure of Customer's data or systems to integrate with the Services.

If Provider fails to satisfy the Uptime Commitment stated above during a given year, then the Annual Charges for the following year shall be correspondingly reduced by the percentage of time that the Uptime commitment was not met for such preceding year, but under no circumstances shall such credit ever exceed the amount of annual fees otherwise then due. The forgoing credit shall be Customer's sole and exclusive remedy for Provider's failure to comply with its Uptime Commitment.

6. MAINTENANCE

Provider shall be responsible for the maintenance of the Provider Network and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Service Equipment. Provider shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Provider or to repair damage or interruptions caused by the Customer or Customer's equipment.

7. TITLE AND OWNERSHIP

Title to the Service Equipment shall irrevocably and under all circumstances remain with Provider or its designee, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, Provider may affix to the Service Equipment, dry labels or other markings supplied by Provider identifying the Service Equipment as owned by Provider. Provider may cause this Agreement or any financing statement showing Provider's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

8. STANDARD OF SERVICE

Provider reserves the right to modify, change, add to or replace the the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Provider's own expense and Provider shall ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the protocol used by the Customer in using Services.

Provider further reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

9. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Provider is to perform services under this Agreement. If during such performance Provider employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Provider may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Provider. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Provider to terminate this Agreement without further liability. If Provider so terminates, Customer shall reimburse Provider for expenses incurred in performing this Agreement until termination.

10. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or

failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

11. LIMITATION OF LIABILITY

The following provisions define Provider's entire liability (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default") with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement. Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this agreement.

Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

To the extent that Customer, either directly or through its agents, permits student access to the interconnected computer system(s) of the Internet through Provider's Services, Customer assumes full responsibility and agrees to hold Provider harmless for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

12. WARRANTIES

Customer may only utilize the Services for educational activities and educational administrative related activities on its premises. Customer acknowledges that the Service may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet, Provider does not warrant that the functions of the Internet will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and

access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider's Internet Access Service. Customer therefore will make no claim against Provider regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

13. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

14. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

15. CONFIDENTIALITY OF INFORMATION

(a) Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.

(a) Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.

(b) Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

16. GENERAL TERMS

(a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Ohio, without reference to conflict of laws principles.

(b) Forum Selection. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal Ohio courts in Trumbull County and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

- (c) Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this Agreement.
- (d) Independent Contractors. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or collaborators in joint ventures.
- (e) Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.
- (f) Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- (g) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) Provider may assign this Agreement to an affiliate or a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Any attempted assignment in violation of this section shall be void.
- (h) Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by commercial courier service (e.g., DHL), or by first class mail (certified or registered if available), or by telecopy confirmed by first class mail (registered or certified if available), to the other party at its address first set forth above, or such new address as may from time to time be supplied hereunder by the parties hereto. If mailed, notices will be deemed effective upon receipt.
- (i) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Provider and Customer any rights, remedies or other benefits under or by reason of this Agreement.

- (j) Compliance with Laws. Both Parties shall comply and instruct its agents and Affiliates to comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- (k) Government Approvals. Customer represents and warrants that no consent or approval with any governmental authority in the United States is required in connection with the valid execution and performance of this Agreement. Customer shall be responsible for any required filings of this Agreement with the government agencies.
- (l) Language. The English language shall govern the meaning and interpretation of this Agreement.
- (m) Currency. All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.
- (n) Entire Agreement. The terms and conditions herein contained, including all exhibits hereto (which are hereby incorporated by reference), constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The terms and conditions of the Agreement shall automatically apply to each transaction between the parties contemplated by this Agreement notwithstanding any additional or different terms and conditions of any ordering document or other instrument, which terms and conditions shall be void and of no effect.

EXHIBIT A

MANAGED INTERNAL BROADBAND SERVICES

This exhibit is hereby made part of the Managed Internal Broadband Services Agreement (the "Agreement") entered between the Northeast Ohio Management Information Network ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

If for reasons beyond Provider's control, contracted Managed Internal Broadband Services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, pro-rated on the monthly basis per Chart A of Schedule 1, [including installation] at Customer cost.

Furthermore, the Customer may choose to upgrade services per the attached Chart B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. Customer may not request service downgrades.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1 and Charts A and B attached hereto and incorporated herein by reference.

NEO-WIA-2018-MDL D

2. **Installation Charges**

Customer agrees to pay Provider for installation costs associated with the provision of Services to Customer, as set forth on Schedule I attached hereto.

3. **Provider's Obligations**

- a) Provider will provide the Service as specified on Chart A to Schedule 1 and/or Chart B.
- b) Provider will install and set-up the Service to the router and/or switch located in each building stated in Schedule 1 and/or Chart A.
- c) Provider will provide orientation of Customer's personnel regarding connecting to and activating the Service. At no time will Provider train Customer's personnel on the use of the Internet.
- d) Provider is not responsible for any systems, computers, devices or networks connected to the Provider's routing device.

4. **Customer's Obligations**

- a) Customer will assume all responsibilities for all systems, computers, devices, or networks connected to the Provider's routing device.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training, and installation of the Service.
- d) Customer will provide Provider with appropriate and sufficient space and electrical power to properly facilitate the Service.
- e) Customer agrees not to connect any of its local area networks to alternative Service providers without Provider approval.
- f) Customer agrees not to resell any Service provided by Provider.
- g) Customer agrees at the time of contract signing that is has reviewed the access point placement diagram provided and agrees that invoicing may commence when the service is implemented even if Customer has not completed installing all access points.
- h) Customer agrees to limit the number of persons authorized to contact Provider or its subcontractors for support of the services provided under this Agreement to no more than three individuals under normal circumstances.

SCHEDULE 1
SUMMARY OF SERVICE/COSTS
And
SERVICE DESCRIPTION

This exhibit is hereby made a part of the Agreement by and between Provider and Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render Managed Internal Broadband Services to support a minimum of 100 end-user devices in Customer premises for the duration of the Agreement. Consistent with the Form 470, Customer may seek support for service to additional end user devices, via a written request to provider, in accordance with Chart B.

The minimum charges and service levels for Managed Internal Broadband Service, based on a 3 year contract, are indicated below.

CHART A

Wireless Services McDonald HS Minimum of 41 APs		
	Monthly	Annual
Managed Wireless Service (recurring)	\$ \$170.83	\$ \$2,049.96
E-Rate Ineligible Amount (recurring)	\$ -	\$ -
Sub-Total E-Rate Eligible Recurring Charges	\$ \$170.83	\$ \$2,049.96
Installation/ Migration/License/Equipment (non recurring)		\$ \$6,068.00
E-rate Ineligible Amount (non recurring)		\$ -
Sub-Total E-Rate Eligible Non Recurring Charges		\$ \$6,068.00
Total Year One Pre-Discount Charges		\$ \$8,117.96
Ineligible Amount		\$ -
Funding Request on Form 471		\$ \$8,117.96
Anticipated Discount 50%		\$ \$4,058.98
Anticipated Post Discount Charges	\$	\$ \$4,058.98
Year Two Estimated Pre-Discount Total Cost		\$ \$2,049.96
Year Three Estimated Pre-Discount Total Cost		\$ \$2,049.96

Wireless Services McDonald Elementary Minimum of 22 APs		
	Monthly	Annual
Managed Wireless Service (recurring)	\$ \$91.67	\$ \$1,100.04
E-Rate Ineligible Amount (recurring)	\$ -	\$ -
Sub-Total E-Rate Eligible Recurring Charges	\$ \$91.67	\$ \$1,100.04
Installation/Migration/License/Equipment (non recurring)		\$ \$3,256.00
E-rate Ineligible Amount (non recurring)		\$ -
Sub-Total E-Rate Eligible Non Recurring Charges		\$ \$3,256.00
Total Year One Pre-Discount Charges		\$ \$4,356.04
Ineligible Amount		\$ -
Funding Request on Form 471		\$ \$4,356.04
Anticipated Discount 50%		\$ \$2,178.02
Anticipated Post Discount Charges	\$	\$ \$2,178.02
Year Two Estimated Pre-Discount Total Cost		\$ \$1,100.04
Year Three Estimated Pre-Discount Total Cost		\$ \$1,100.04

CHART B

Provider will charge a managed service fee of \$50.00, plus any one-time costs, for each additional leased wireless access point requested by Customer up to 10 during the term of the agreement.

Signature Page

IN WITNESS WHEREOF, this agreement has been executed by the parties:

CUSTOMER:

McDonald Local Schools

Printed name of Customer

X *Kevin R. O'Connell*

Signature of Officer or Manager for the Customer

2/28/18

Date

Kevin R. O'Connell

Printed name of Officer or Manager for Customer

X *John M. Saganich*

Signature of School Board President (Public Schools Only)

2/27/18

Date

John Saganich

Printed name of School Board President (Public Schools Only)

PROVIDER:

Northeast Ohio Management Information Network (NEOMIN)

Printed name of Provider

Brian Greathouse

Signature of Officer or Manager for the Provider

02/14/2018

Date

Brian Greathouse

Printed name of Officer or Manager for the Provider

NEOMIN Internet Service Contract Number: NEO-IA-2018-MDLD-3

This agreement for Internet Access service ("Agreement"), effective 7/1/2018, is made

BETWEEN:

NEOMIN - Northeast Ohio Management Information Network ("Provider"), whose main office is located at 528 Educational Highway, Warren, OH, and **McDonald Local Schools** (hereinafter known as "Customer" and collectively with Provider, the "Parties").

WHEREAS, Provider is a regional educational center organized by the State of Ohio pursuant to Section 3301.075 of the Ohio Revised Code to provide for the establishment of an Ohio educational computer network under procedures, guidelines, and specifications of the Department of Education, and;

WHEREAS, Customer is an educational entity in the State of Ohio, and;

WHEREAS, Provider wishes to provide Internet Access services (the "Service") to the Customer subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

"*Bandwidth*" shall mean a specific quantity of Internet capacity usually measured in Mbps ("MB").

"*Bandwidth Service Provider*" shall mean the vendor sub-contracted by the Provider to provide transport for the contracted Bandwidth.

"*Dedicated Internet Access Provider*" shall mean the vendor sub-contracted by the Provider to provide dedicated Internet access for the contracted Internet Access Service.

"*Internet*" shall mean the publicly available worldwide system of interconnected computer networks that uses agreed upon technical standards based on the Internet Protocol (IP).

"*Internet Access Service*" shall mean the Provider's basic conduit access to the Internet and for services that are an integral component part of basic conduit access.

"*Provider Network*" shall mean the broadband services network used by Provider to perform the Services.

"*Services*" shall mean all of the duties and ministrations pursuant to Section 2.

"Service Equipment" shall mean all Provider-owned equipment used to perform the Services.

"User" shall mean a school or person authorized by a school to make use of the Services purchased or secured by Customer from Provider by this Agreement.

2. THE SERVICES

In accordance with the provisions of this Agreement, Provider shall provide the Services as specified in Exhibit A and Schedule 1 for the Term of the Agreement.

Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

3. AGREEMENT TERM AND TERMINATION

This agreement shall be for the period beginning 7/1/2018 to 6/30/2023 ("Term"). In the event that the Customer wishes to terminate the Service prior to the contract period end date, then Customer agrees to be responsible for the following charges:

- (a) The contracted annual amount in full for the balance of the current fiscal year (July 1 – June 30), less the amount already paid by Customer for such fiscal year.
- (b) Fifty percent (50%) for all remaining months and years of this Agreement.

4. CHARGES AND PAYMENTS

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement, regardless of whether: (1) Customer fails to appropriate sufficient funds; or (2) E-rate funding is approved and/or received. Charges for the Services provided under this Agreement will be billed to Customer on a semi-annual basis. Provider purchases transport through a third-party Bandwidth Service Provider. The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date on the Customer's invoice. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

LEVEL OF SERVICE

Provider will provide the Service as specified in Schedule 1 for an Uptime of 24-hour-per-day, 7-day-per-week less the period during which the Service is not available due to one or more of the following events (collectively, "Excusable Downtime" which is specifically excluded from any Uptime calculation):

- (a) Scheduled or routine testing or maintenance of the Service or any portion thereof;
- (b) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors any other party gaining access to the Service by reason, directly or indirectly, of any act or omission by Customer;
- (c) A failure of the Internet and/or telecommunications networks;
- (d) Any actions taken by Provider believed to be reasonably necessary to preserve data of Customer or other Provider customer;
- (e) The occurrence of any event that is beyond Provider's reasonable control;
- (f) At Customer's direction, Provider restricting access to the Services;
- (g) A failure of Customer's data or systems to integrate with the Services.

If Provider fails to satisfy the Uptime Commitment stated above during a given year, then the Annual Charges for the following year shall be correspondingly reduced by the percentage of time that the Uptime commitment was not met for such preceding year, but under no circumstances shall such credit ever exceed the amount of annual fees otherwise then due. The forgoing credit shall be Customer's sole and exclusive remedy for Provider's failure to comply with its Uptime Commitment.

5. MAINTENANCE

Provider shall be responsible for the maintenance of the Provider Network and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Service Equipment. Provider shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Provider or to repair damage or interruptions caused by the Customer or Customer's equipment.

6. FACILITIES AND EQUIPMENT

The Customer shall provide (i) clean and cleared space at the point of presence in its building as Provider may reasonably require for Service Equipment, which space shall be moisture-free and protected from water and have environmental conditions within the

limits specified by the manufacturers of the Service Equipment, (ii) a separate, dedicated, appropriately fused AC power circuit meeting the limits as specified by the Service Equipment manufacturer for each power supply (the cost of electricity required for the Service Equipment shall be paid by the Customer as partial consideration for Provider's services provided hereunder), (iii) through, raceway, conduit or other cable enclosures for fiber optic lines in its buildings as required to meet the Occupational Safety Health Act, National Electrical Code, and all other pertinent local, state and federal regulations, (iv) space and facilities for installation activities in such condition so as not to be hazardous to the personnel hired by Provider for that purpose and their equipment and (v) reasonable security and protection for the Service Equipment on its property. The Customer shall assure items (i), (ii) and (iv) are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Provider.

7. TITLE AND OWNERSHIP

Title to the Service Equipment shall irrevocably and under all circumstances remain with Provider or its designee, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, Provider may affix to the Service Equipment, dry labels or other markings supplied by Provider identifying the Service Equipment as owned by Provider. Provider may cause this Agreement or any financing statement showing Provider's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

8. STANDARD OF SERVICE

Provider reserves the right to modify, change, add to or replace the Provider Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Provider's own expense and Provider shall ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Provider Network physical interface or protocol used by the Customer in using Services.

Provider further reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

9. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Provider is to perform services under this Agreement. If during such performance Provider employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Provider may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Provider. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Provider to terminate this Agreement without further liability. If Provider so terminates, Customer shall reimburse Provider for expenses incurred in performing this Agreement until termination.

10. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

11. LIMITATION OF LIABILITY

The following provisions and those in Clause 10 define Provider's entire liability (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default") with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement. Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of

liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this agreement.

Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

To the extent that Customer, either directly or through its agents, permits student access to the interconnected computer system(s) of the Internet through Provider's Services, Customer assumes full responsibility and agrees to hold Provider harmless for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

12. WARRANTIES

Customer may only utilize the Services for educational activities and educational administrative related activities on its premises. Customer acknowledges that the Service may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet, Provider does not warrant that the functions of the Internet will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider's Internet Access Service. Customer therefore will make no claim against Provider regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

13. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

14. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

15. CONFIDENTIALITY OF INFORMATION

- (a) (a) Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- (b) Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- (c) Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

16. GENERAL TERMS

- (a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Ohio, without reference to conflict of laws principles.
- (b) Forum Selection. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal Ohio courts in Trumbull County and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- (c) Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this Agreement.
- (d) Independent Contractors. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or collaborators in joint ventures.
- (e) Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either

party unless the same shall have been mutually assented to in writing by both parties.

- (f) Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- (g) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) Provider may assign this Agreement to an affiliate or a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Any attempted assignment in violation of this section shall be void.
- (h) Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by commercial courier service (e.g., DHL), or by first class mail (certified or registered if available), or by telecopy confirmed by first class mail (registered or certified if available), to the other party at its address first set forth above, or such new address as may from time to time be supplied hereunder by the parties hereto. If mailed, notices will be deemed effective five (5) working days after deposit, postage prepaid, in the mail.
- (i) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Provider and Customer any rights, remedies or other benefits under or by reason of this Agreement.
- (j) Compliance with Laws. Both Parties shall comply and instruct its agents and Affiliates to comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- (k) Government Approvals. Customer represents and warrants that no consent or approval with any governmental authority in the United States is required in connection with the valid execution and performance of this Agreement. Customer shall be responsible for any required filings of this Agreement with the government agencies.
- (l) Language. The English language shall govern the meaning and interpretation of this Agreement.

- (m) Currency. All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.
- (n) Entire Agreement. The terms and conditions herein contained, including all exhibits hereto (which are hereby incorporated by reference), constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The terms and conditions of the Agreement shall automatically apply to each transaction between the parties contemplated by this Agreement notwithstanding any additional or different terms and conditions of any ordering document or other instrument, which terms and conditions shall be void and of no effect.

EXHIBIT A

INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet Access Services Agreement (the "Agreement") entered between the Northeast Ohio Management Information Network ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

If for reasons beyond Provider's control, contracted Internet Access services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, pro-rated on the monthly basis per Chart A of Schedule 1, including installation, at Customer cost.

Furthermore, the Customer may choose to upgrade services per the attached Chart B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. Customer may not request service downgrades.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1 and Charts A and B attached hereto and incorporated herein by reference.

2. Installation Charges

Customer agrees to pay Provider for installation costs associated with the provision of Services to Customer, as set forth on Schedule I attached hereto.

3. Provider's Obligations

- a) Provider will provide Internet Access Service as specified on Chart A to Schedule 1 and/or Chart B.
- b) Provider will install and set-up the Internet Access Service to the router and/or switch located in each building stated in Schedule 1 and/or Chart A.
- c) Provider will provide orientation of Customer's personnel regarding connecting to and activating the Service. At no time will Provider train Customer's personnel on the use of the Internet.
- d) Provider is not responsible for any systems, computers, devices or networks connected to the Provider's routing device.

4. Customer's Obligations

- a) Customer will assume all responsibilities for all systems, computers, devices, or networks connected to the Provider's routing device.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet UL1449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training, and installation of the Service.
- d) Customer will provide Provider with appropriate and sufficient space and electrical power to properly facilitate the Internet Access Service.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without Provider approval.
- f) Customer agrees not to resell any Service or Internet Access Service provided by Provider.

SCHEDULE 1
SUMMARY OF SERVICE/COSTS
And
SERVICE DESCRIPTION

This exhibit is hereby made a part of the Agreement by and between Provider and Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render a minimum of level of basic conduit access to the Internet for the period of the Agreement as indicated in Chart A. Customer may seek increased support, via a written request to Provider, in accordance with Chart B.

<p style="text-align: center;">Chart A Service Type: Internet Access Description: Internet Access and lit fiber transport for McDonald Local Schools Establishing Form 470 Number: 180004854</p>					
Location	Minimum Level Service	Monthly (Fiber Transport)	Monthly (Internet Access)	Annual (Fiber Transport)	Annual (Internet Access)
McDonald HS	300 Mb	\$750.00	\$948.00	\$9,000.00	\$11,376.00
McDonald Roosevelt ES	300 Mb		\$385.50		\$4,626.00
	Totals	\$750.00	\$1,333.50	\$9,000.00	\$16,002.00
		District Monthly	\$2,083.50	District Annual	\$25,002.00

CHART B
ADDITIONAL BANDWIDTH

Note to Chart B: The cost of transport from the Bandwidth Service Provider and the cost of Internet access from the Dedicated Internet Access Provider may vary. Any changes to the transport cost and/or Internet access cost will be passed through directly to Customer.

As a reminder, this Agreement is not contingent upon approval for E-rate funding.

Location	Service	Monthly Cost Fiber Transport	Monthly Cost Internet Access	Annual Cost Fiber Transport	Annual Cost Internet Access
Schools commencing at 100 MB	200 MB	\$ 665.00	\$ 760.60	\$ 7,980.00	\$ 9,127.20
Schools commencing at 100 MB	300 MB	\$ 750.00	\$ 948.00	\$ 9,000.00	\$ 11,376.00
Schools commencing at 100 MB	400 MB	\$ 820.00	\$ 1,135.50	\$ 9,840.00	\$ 13,626.00
Schools commencing at 100 MB	500 MB	\$ 900.00	\$ 1,323.00	\$ 10,800.00	\$ 15,876.00
Schools commencing at 100 MB	1 GB	\$ 1,200.00	\$ 2,260.50	\$ 14,400.00	\$ 27,126.00

Signature Page

IN WITNESS WHEREOF, this agreement has been executed by the parties:

CUSTOMER:

McDonald Local Schools

Printed name of Customer

[Signature]

Signature of Authorized Customer Representative

2/28/18

Date

Kevin R. O'Connell

Printed name of Authorized Customer Representative

[Signature]

Signature of School Board President (Public Schools Only)

2/27/18

Date

John Saganich

Printed name of School Board President (Public Schools Only)

PROVIDER:

Northeast Ohio Management Information Network (NEOMIN)

Printed name of Provider

[Signature]

Signature of Authorized Provider Representative

01/11/18

Date

Brian Greathouse

Printed name of Authorized Provider Representative

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2018
Pursuant to O.R.C 3313.845

ESC Name: Trumbull County ESC IRN: 050088

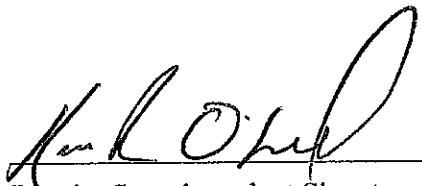
District: McDonald Local County: Trumbull

District IRN: 050229

The above named parties have entered into a contract for services for fiscal year 2018 in the annual amount of \$438,627.00

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

Kevin R. O'Connell
Print District Superintendent Name


District Superintendent Signature

2/28/18
Date

William Johnson
Print District Treasurer Name


District Treasurer Signature

2/28/18
Date

Michael W. Hanshaw
Print ESC Superintendent Name

ESC Superintendent Signature

Date

Lori A. Simione, CPA
Print ESC Treasurer Name

ESC Treasurer Signature

Date

MCDONALD

Balance Due	\$44,003.65
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FY2017 Contract for Services	\$266,251.00
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FY2018

Recommended Contract for Shared Services	\$438,627.00
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Recommended Function Codes for Foundation Deduction:

REGULAR EDUCATION/TVLA	1100	\$1,600.00
SPANISH TEACHER	1132	\$25,000.00
GIFTED/TALENTED SERVICES	1210	\$9,300.00
ITINERANT/MIDDLE SCHOOL HH	1242	\$0.00
MULTI DISABLED K-6	1231	\$23,100.00
MULTI DISABLED 7-12	1241	\$46,100.00
HEARING HANDICAPPED	1232	\$0.00
EMOTIONAL DISTURBANCE K-6	1235	\$0.00
EMOTIONAL DISTURBANCE 7-12	1245	\$50,500.00
COGNITIVE DISABLED	1246	\$0.00
SPECIAL ED PRESCHOOL	1280	\$17,200.00
SUPPLEMENTAL SERVICE / WORK STUDY	2187	\$4,400.00
PSYCHOLOGY SERVICES	2140	\$38,000.00
SPEECH SERVICES	2152	\$48,400.00
AUDIOLOGY SERVICES	2153	\$8,900.00
ATTENDANCE OFFICER	2172	\$0.00
APE	1239	\$700.00
OT K-6 / PT K-6	2181	\$35,300.00
OT 7-12 / PT 7-12	2182	\$12,700.00
VISION SERVICES	2183	\$900.00
TSAC - DRUG ED	2179	\$1,700.00
C&I	2212	\$29,727.00
TECHNOLOGY COORDINATOR/ EQUIPMENT	2415	\$72,300.00
ADMINISTRATION FEE	2416	\$12,800.00
TOTAL		<u>\$438,627.00</u>

Adjustments:

Addition of Spanish Teacher

Additional Days for Technology Coordinator

Addition of Psychology Services

MD - increase in days for N Oblinski