

6137

**MCDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, FEBRUARY 22, 2017 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, February 22, 2017, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 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, Jody Klase,
Wendy Higgins, John Saganich

Members Not Present: Catherine Harvey

“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. 17-37 Approve agenda for Regular Meeting of February 22, 2017

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

Student and Staff Recognition

Special Recognition of McDonald High School Student Council

Res. 17-38 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Higgins moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 7:08 p.m. and that the following resolution be adopted.

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WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 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 (1) & (2) and C, as listed above.

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Yeas: Higgins, Klase, Hannon, Saganich
Nays: None
President declared motion carried

Mrs. Harvey entered executive session at 7:21 p.m.

Res. 17-39 Adjourn Executive Session

Mrs. Higgins moved and Mrs. Klase seconded to adjourn executive session and return to the special meeting at 7:36 p.m.

Yeas: Higgins, Klase, Hannon, Harvey, Saganich
Nays: None
President declared motion carried

Recognition of Visitors / Audience Participation:

Tom Hart – TCTC Report

Jessica Krumpak – Student Services Update

Res. 17-40 Approval of Board Minutes:

Organizational Meeting – January 11, 2017

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

Res. 17-41 Approval of Board Minutes:

Regular Meeting – January 11, 2017

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

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Res. 17-42 Approval of Board Minutes:

Special Meeting – January 18, 2017

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

Res. 17-43 Approval of Board Minutes:

Special Meeting -- January 24, 2017

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

Res. 17-44 Approval of Board Minutes:

Special Meeting – February 10, 2017

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

Old Business: Any Old Business to bring before the Board

New Business:

A. Finance Committee – Thomas Hannon, Chairperson

Res. 17-45 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: January, 2017
a. Check Register
b. Financial Summary
c. Bank Reconciliation

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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, Higgins, Harvey, Saganich
Nays: None
President declared motion carried

B. Personnel Committee – Catherine Harvey, Chairperson

Res. 17-46 RETIREMENT – SUPERINTENDENT

Resolution to accept the resignation of Robert A. Rostan, Superintendent of McDonald Local Schools, for the purpose of retirement, effective June 1, 2017. (See Exhibit A)

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

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

Res. 17-47 RESIGNATION – BUS DRIVER

Resolution to accept the Volunteer Resignation Agreement and resignation of Michael Helco, as bus driver for McDonald Local School District, effective May 24, 2017, for personal reasons. (See Exhibit B)

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

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

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Res. 17-48 SUPPLEMENTAL CONTRACTS 2016-2017

Resolution to approve the following personnel for a supplemental contract for the 2016-2017 school year:

- John Fields – Assistant Girls Varsity Track Coach, \$2,060;
- Kyle Joynes – Assistant Boys Varsity Track Coach, \$2,060;
- Jeannette Domitrovich – Head Girls Junior High Track Coach, \$1,716;
- Chris Rupe – Volunteer Boys Varsity/JH Track Coach, \$0;
- Nicola Accordino – Volunteer Boys Varsity/JH Track Coach, \$0;
- Emily Dolsak – Volunteer Girls Junior High Track Coach, \$0;
- Michelle Titus – Assistant Softball Coach, \$2,060;
- Anthony Ragozine – Assistant Baseball Coach, \$2,060;
- Ray Lewis – Volunteer Baseball Coach, \$0; and
- Ryan Ifft – Volunteer Baseball Coach, \$0.

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

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

Res. 17-49 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

- Rob Hilbun – Alternative Assessment, Roosevelt Elementary, 2/10/17, \$0;
- Cathy Woods – Alternative Assessment, Roosevelt Elementary, 2/10/17, substitute \$80;
- Beverly Simpson – Health and Physical Education of Learners Workshop, YSU, 2/10/17, substitute \$80;
- Dan Williams – Health and Physical Education of Learners Workshop, YSU, 2/10/17, substitute \$80;

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Patrice Simmons – Data Day, Niles, 3/8/17, substitute \$80;

Patricia Worrell – Data Day, Niles, 3/8/17, substitute \$80;

Dave Vecchione – Data Day, Niles, 3/8/17, \$0;

Jessica Krumpak – Data Day, Niles, 3/8/17, \$0;

Ryan Witkoski – Data Day, Niles, 3/8/17, substitute \$80;

Lance Ronghi – Data Day, Niles, 3/8/17, substitute \$80;

Gary Carkido – Data Day, Niles, 3/8/17, \$0;

Shannon Averell – Data Day, Niles, 3/8/17, substitute \$80;

Brian Backur – Data Day, Niles, 3/8/17, substitute \$80;

Samantha Rozzo – Data Day, Niles, 3/8/17, substitute \$80;

Dana Lariccia – Data Day, Niles, 3/8/17; substitute \$80;

Alicia Stonestreet – Data Day, Niles, 3/8/17, substitute \$80; and

Diane Fossaceca – Ohio Association of EMIS Professionals Spring Conference,
Columbus, 5/8-9/17, mileage, registration, etc. \$839.90.

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

Mrs. Harvey moved and Mrs. Higgins seconded

Yeas: Harvey, Higgins, Hannon, Klase, Saganich

Nays: None

President declared motion carried

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C. Buildings and Grounds/Operations Committee –
Wendy Higgins, Chairperson

Res. 17-50 HIGH SCHOOL BOILER ROOM REPAIRS

Resolution to approve Ohio State Waterproofing to repair water problems for the high school boiler room at the cost of \$17,625. (See Exhibit C)

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

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

Res. 17-51 ADJOURNMENT

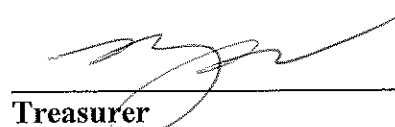
Mrs. Harvey moved and Mrs. Higgins seconded to adjourn the regular meeting at 8:26 p.m.

Yeas: Harvey, Higgins, Hannon, Klase, Saganich
Nays: None
President declared motion carried

ATTEST:



President



Treasurer

February 13, 2017

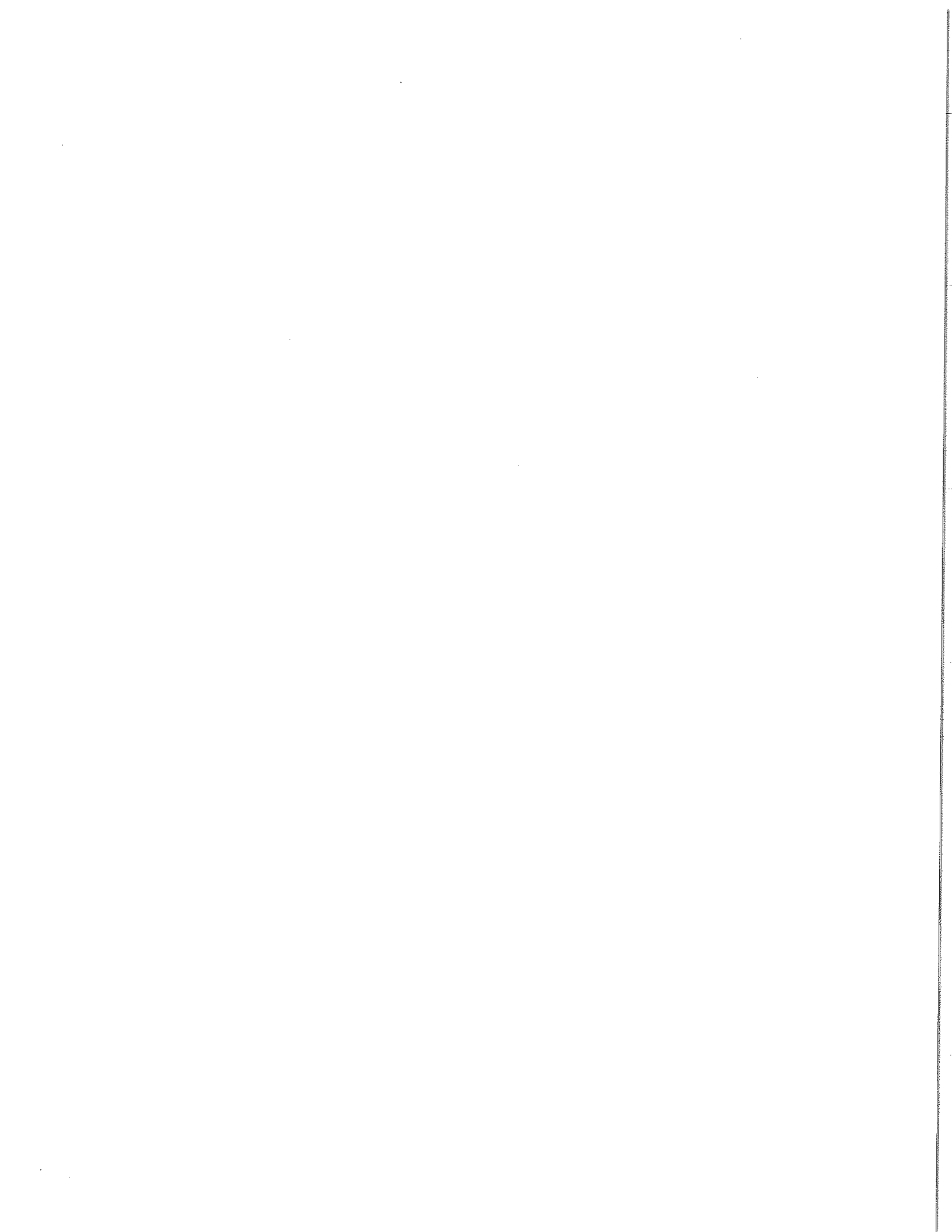
Mr. Saganich, Mrs. Klase, Mr. Hannon, Mrs. Harvey, Mts. Higgins:

It has been my great privilege to serve the McDonald Local School District as your Superintendent. I believe, however, that it is time for me to move on to another chapter of my life and hereby tender my resignation for the purpose of retirement effective June 1, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. Rostan", with a long horizontal line extending to the right from the end of the signature.

Robert A. Rostan



VOLUNTARY RESIGNATION AGREEMENT

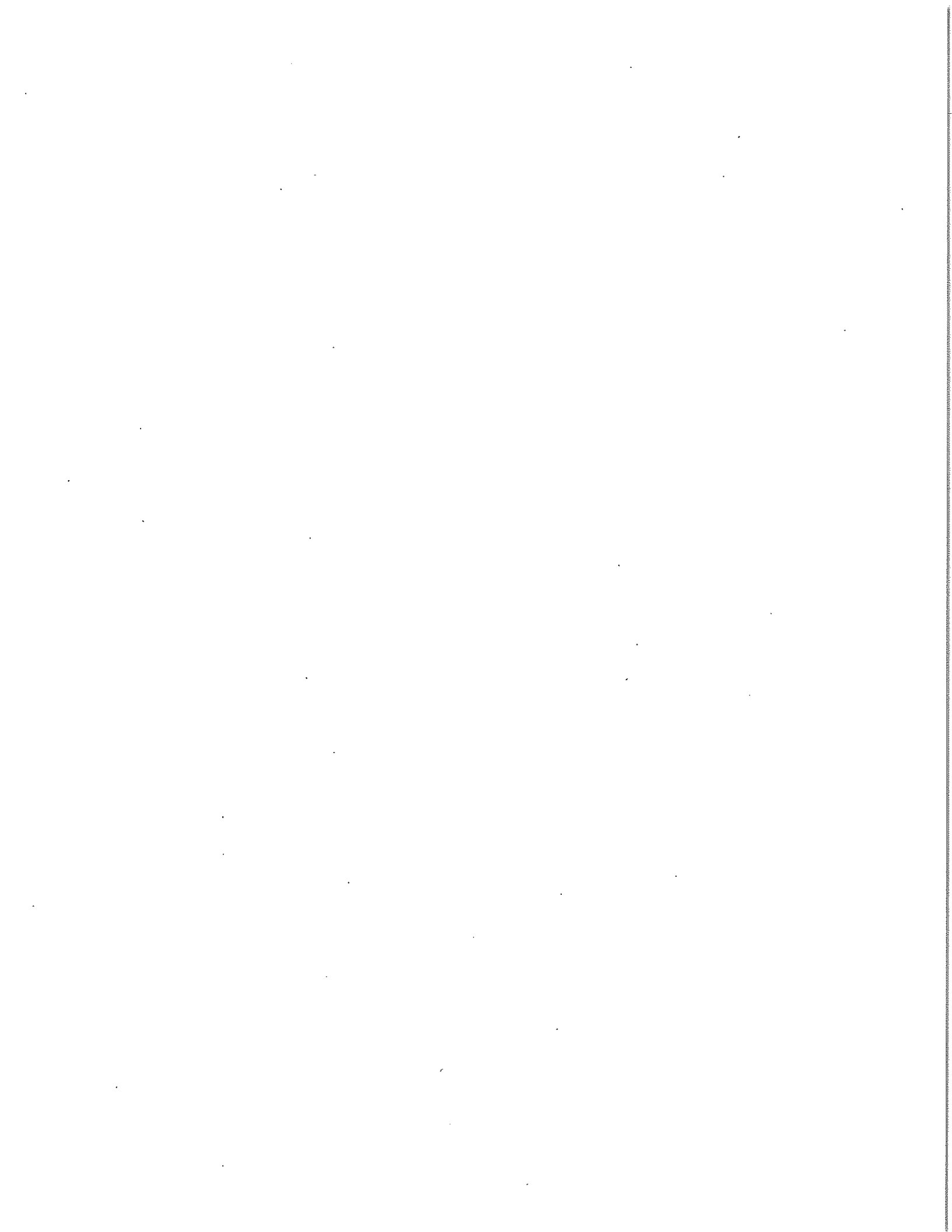
This Voluntary Resignation Agreement (hereinafter referred to as "Agreement") is entered into on this 22nd day of February, 2017, by and between the McDonald Local School District Board of Education (hereinafter referred to as "Board"), Michael Helco (hereinafter referred to as "Employee"), and the Ohio Association of Public School Employees Local #4 (hereinafter referred to as "Association").

WHEREAS, the Employee desires to resign from his employment with the Board for personal reasons, and the Board is willing to accept the Employee's offered resignation; and

WHEREAS, by entering into this Agreement, the parties intend to establish the terms and conditions for the Employee's resignation from employment with the Board.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for good and valuable consideration and mutual promises, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Employee hereby irrevocably resigns from all employment with the Board, effective at the close of the business day on May 24, 2017. Until such date, Employee will remain relieved of his duties with pay. The Board, through approval and execution of this Agreement, hereby accepts the Employee's resignation. The Employee's resignation letter is attached to this Agreement.
2. If the Employee is employed in another school district prior to the effective date of his resignation, his pay will terminate effective the first day he is to begin working for the other district.
3. Employee agrees that, by signing below, he forfeits any right to severance pay pursuant to the Collective Bargaining Agreement between the Board and the Association or pursuant to Ohio law.
4. Upon the effective date of the Employee's resignation, the Employee shall not be entitled to any further compensation or benefits from the Board. The Employee will be paid any remaining salary he is owed in a lump sum on or before June 9, 2017.
5. Employee agrees to return all District property that he has in his possession, including, but not limited to, any files, papers, keys, electronic devices, badges, or other items of District property, on or before February 27, 2017. The Board agrees to provide Employee with reasonable access to his locker at a mutually agreed-upon date and time, so that he may remove any personal belongings.
6. In response to a request for an employment reference from a prospective employer, the Board will respond solely with the dates of Employee's employment with the



Board and his position title.

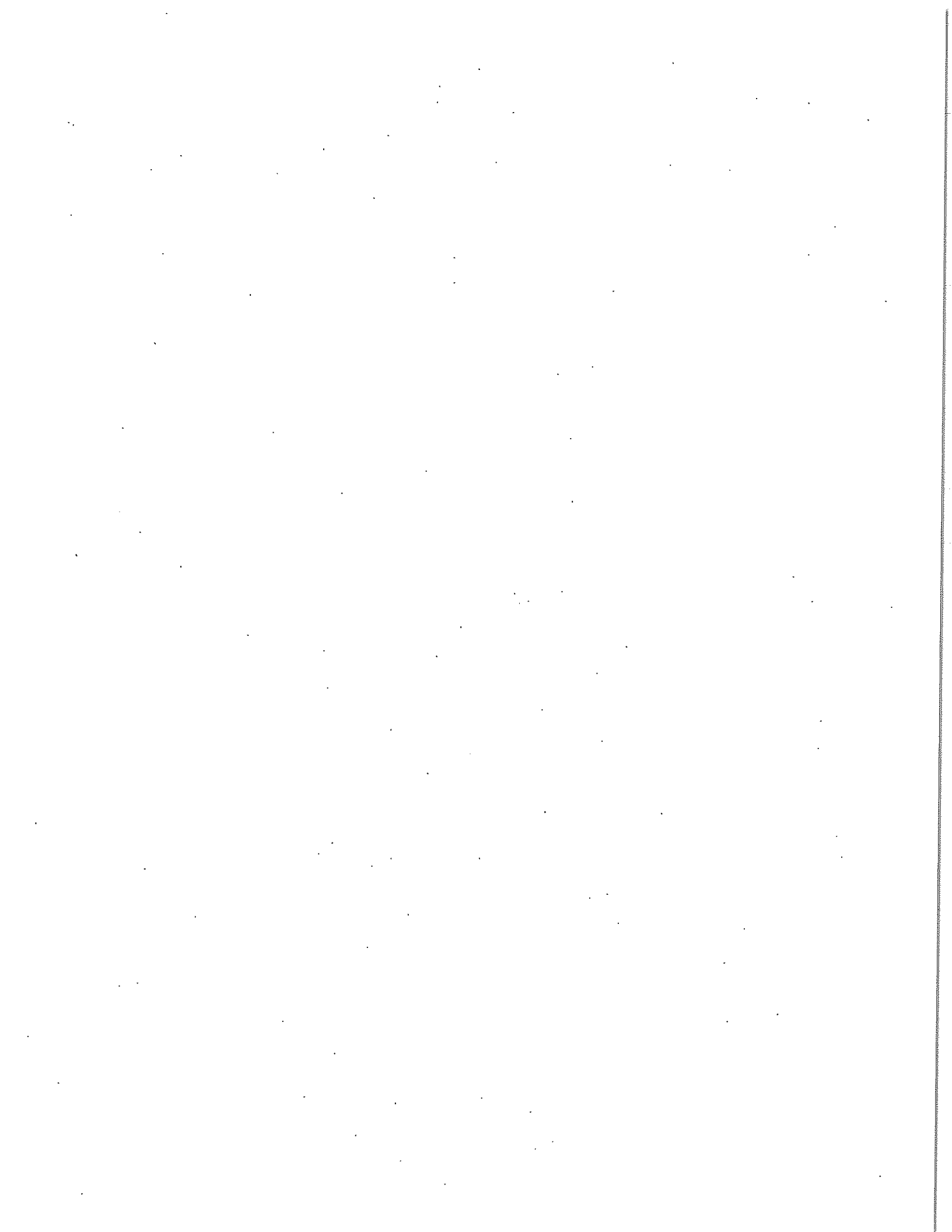
8. In exchange for the consideration set forth in this Agreement, Employee and the Association hereby release and discharge the Board and its members, officers, administrators, employees, agents, and representatives from any and all claims, demands, causes of action, liability, costs, expenses, and attorney fees that may presently exist or which may be asserted in the future, whether known or unknown, arising from or relating to the Employee's employment with the Board, his resignation therefrom, or the circumstances leading to the execution of this Agreement. Furthermore, the Employee and the Association specifically waive the right to file or pursue any action, claim, or grievance against the Board and/or its members, officers, administrators, employees, agents or representatives arising from or relating to the Employee's employment with the Board, his resignation therefrom, or the circumstances leading to the execution of this Agreement. This includes, but is not limited to, claims for wrongful or constructive discharge, discrimination, retaliation, unlawful harassment, breach of express or implied contract, fraud, fraudulent inducement, including inducement to enter into this Agreement, intentional or negligent misrepresentation, whistle blowing, defamation, conversion, invasion of privacy, negligence, violation of public policy, interference with contractual, business or prospective relations, intentional or negligent infliction of emotion distress, negligent supervision, negligent hiring, unjust enrichment, or any claims for wrongful suspension or discharge, breach of any employment policy, or breach of any collective bargaining agreement, and any other common law cause of action, whether arising in contract or tort, for back pay, front pay, benefits, attorney's fees, emotional distress, pain and suffering, other compensatory damages of any type, or punitive or exemplary damages; for any claims under the Equal Pay Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the federal, state, or local laws prohibiting age discrimination (including the Federal and Ohio Age Discrimination in Employment Acts); the Older Workers Benefit Protection Act; the Americans with Disabilities Act; the Employment Income Security Act; the Fair Labor Standards Act; and any claims under Chapter 4112 of the Ohio Revised Code.

8. Further, and without in any way affecting the generality of the foregoing, Employee expressly covenants, warrants, understands and agrees that: (a) he is settling, waiving and/or releasing age discrimination claim(s) under Ohio Revised Code Section 4112.01 et seq. and 29 USC Section 621 et seq., the Age Discrimination in Employment Act; (b) he is not waiving any such rights or claims under this Agreement that may arise after the date of execution of this Agreement; (c) the consideration described in this Agreement is in addition to anything of value to which he is already entitled for purposes of acting as sufficient consideration for his waiver of any age discrimination claim(s); (d) he has been advised in writing to consult with an attorney prior to executing this Agreement; (e) he has twenty-one (21) days within which to consider whether to enter the Agreement; and (f) he has the right, for seven (7) days following his execution of the Agreement, to revoke the Agreement in writing, and that the Agreement shall not become effective or enforceable until this revocation period has expired.

9. The parties acknowledge that this Agreement is the complete agreement between the parties concerning this subject matter and shall be binding upon and inure to the benefit of the parties' respective predecessors, successors, agents, representatives, administrators, employers, members, and heirs.

10. This Agreement is a binding contractual commitment and may be enforced, in the event of a breach or non-compliance, in any court of competent jurisdiction in the State of Ohio.

11. Employee understands and agrees that he has no right or expectation of employment or re-employment by the Board, and Employee agrees not to apply for employment by the Board.



12. Employee warrants and represents that he has been advised that he should consult with an attorney of his own choosing prior to executing this Agreement.

13. The parties' agreement to the terms of this Agreement does not constitute any admission of fault or wrongdoing.

14. The parties acknowledge the following: that they have had a full and complete opportunity to read and examine the terms of the Agreement and to consult with an attorney of their choosing prior to executing this Agreement; that they fully understand the rights, duties and responsibilities imposed upon them by this Agreement; that there are no other terms, conditions, or agreements relating to the subject matter herein aside from the provisions contained in this Agreement; and that they have voluntarily, knowingly, and intelligently executed this Agreement.

15. Employee acknowledges that he has been represented competently and fairly by the Association in this matter.


16. The parties agree that, if any provisions contained in this Agreement are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement may not be amended, except by a writing signed by all parties to the Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first written above.

**MCDONALD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

EMPLOYEE

By: _____
Board President

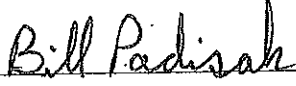


Michael Helco

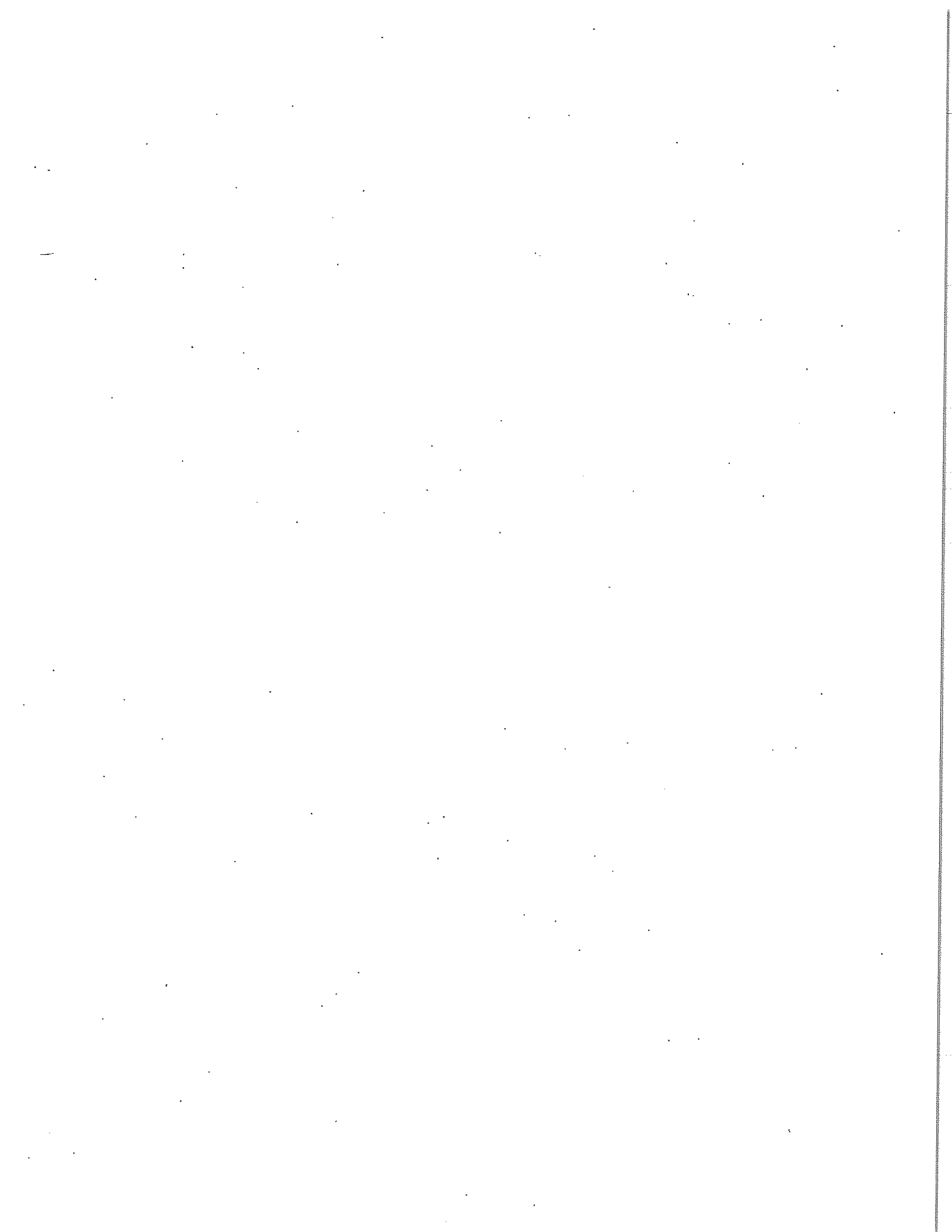
By: _____
Superintendent

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL #4**

By: _____
Treasurer

By: 

OAPSE Representative



February 22, 2017

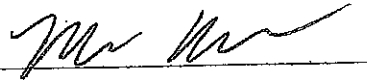
To: McDonald Local School
District Board of Education

From: Michael Helco, Bus Driver

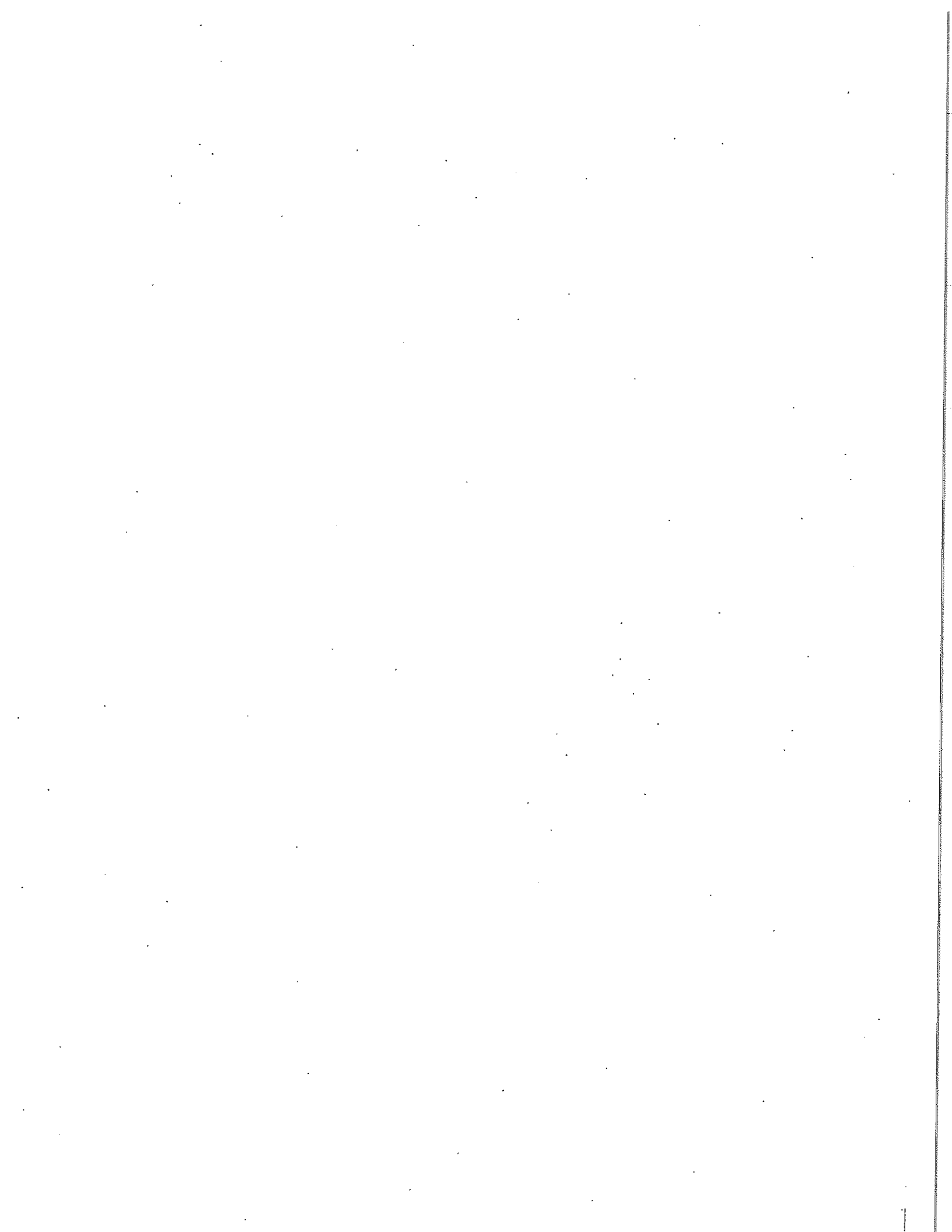
Re: Letter of Resignation

This is to inform you that I hereby resign from my employment with the Board of Education effective at the close of business on May 24, 2017, for personal reasons.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Helco", is written above a horizontal line.

Michael Helco



OHIO STATE WATERPROOFING

MULTI-STEP PROTECTED BY A UNITED STATE PATENT

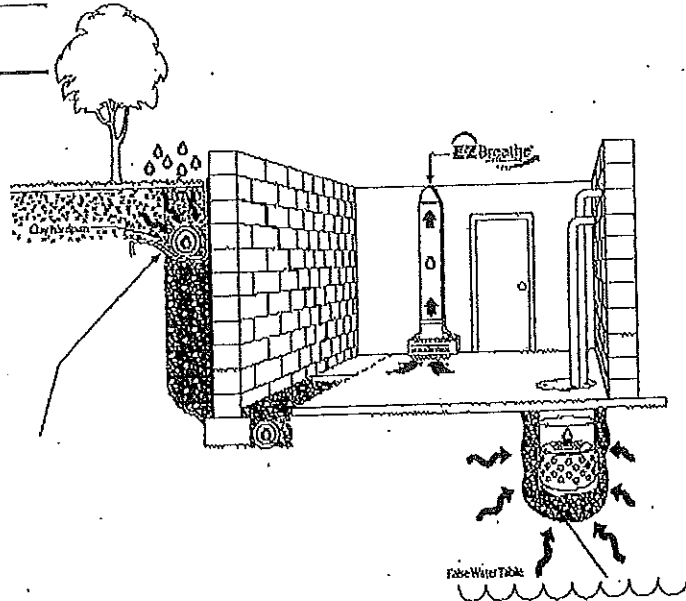
Name and Address of property:
McDonald high school

Today's Date*: Jan 3, 2017

McDonald Ohio

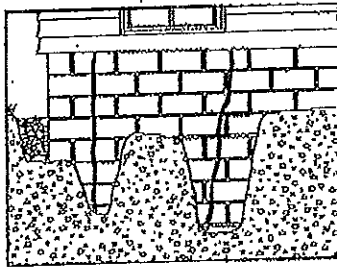
STEP 1 Outside System:

- Hand excavate inspection trench (where accessible)
- Excavate any cracks continuing below inspection trench to their end.
- Seal all walls cracks on outside for a protected foundation.
- Apply Fibrated Mastic (waterproofing) to walls.
- Apply heavy-duty industrial plastic to mastic forming "U"channel.
- Install new sub-soil drain tile packed in river bed gravel.
- If needed, plants will be removed and replanted where necessary. Contractor can



STEP 2 Outside System:

- Protect landing with hand-dug inspection trench .
- Follow cracks, damage and problem areas as deep as needed.
- Apply protective waterproofing membrane and layer of Visqueen to the bottom to the wall where it is required.



STEP 4 Submersible pressure relief System

- Location at foreman's discretion
- Install pressure relief pump to effectively lower the water table beneath the floor.
- Install Smart Power System, This is thinking system that responds to the following
 - Power Failure
 - Increase demand
 - Equipment backup
 This protects your home all year around.

SMART POWER™

NOTES:

STEP 5 EZ-Breathe System

- Active Ventilation to minimize the house of harmful moisture, humidity and dangerous pollutants.

STEP 3 Inside System:

- Seal all wall cracks on inside for a protected foundation.
- Open an inspection trench inside.
- Repair footer cracks as needed.
- Install sub floor drainage system
- Replace floor with our exclusive pre-engineered Evercrete™ concrete.
- Evacuate water from walls if needed.
- Inspect footers and reinforce where necessary.
- Seal all walls and floors cracks on inside.

Investment in your home:
\$ 17625 ft 25

Ohio State Waterproofing Representative:
Bradley

*Estimate good for 30 days

