

**McDONALD LOCAL BOARD OF EDUCATION  
SPECIAL MEETING  
TUESDAY, JANUARY 24, 2017 – 6:30 A.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Special Meeting on Tuesday, January 24, 2017, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

The Special Meeting was called to order at 6:30 a.m. by President John Saganich. Treasurer William Johnson called the roll:

Members Present: Thomas Hannon, Jody Klase,  
Wendy Higgins, John Saganich

Member 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. 17-29** Approve agenda for Special Meeting of January 24, 2017

Mrs. Klase moved and Mrs. Higgins seconded

Yeas: Klase, Higgins, Hannon, Saganich

Nays: None

President declared motion carried

New Business:

A. Buildings and Grounds/Operations Committee,  
Wendy Higgins, Chairperson

**Res. 17-30** DECLARING EMERGENCY – TECHNOLOGY

Resolution declaring an urgent necessity to purchase and install switches to upgrade technology. (See Exhibit A)

6133

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, Saganich

Nays: None

President declared motion carried

**Res. 17-31**    PURCHASE AND INSTALL TECHNOLOGY SWITCHES

Resolution to approve an invoice from CXtec in the amount of \$42,656.00 to install switches for the computer system of the McDonald Local Schools. (See Exhibit B)

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, Saganich

Nays: None

President declared motion carried

**Res. 17-32**    Adjournment

Mrs. Higgins moved and Mr. Hannon seconded to adjourn the Special Meeting at 7:02 p.m.

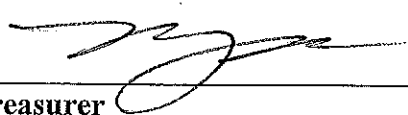
Yeas: Higgins, Hannon, Klase, Saganich

Nays: None

President declared motion carried

**ATTEST:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

Resolution No. 17-30  
RESOLUTION DECLARING THAT URGENT NECESSITY EXISTS AND AUTHORIZING  
EXECUTION OF CONTRACTS WITHOUT COMPLYING WITH STATUTORY  
ADVERTISING AND COMPETITIVE BIDDING PROCEDURES

WHEREAS, the computer system of the McDonald Local School District (the "District") has been experiencing recurring network outages lasting from one hour to several days; and

WHEREAS, the outages have had and continue to have a material detrimental impact upon the educational processes of the District; and

WHEREAS, it is suspected that the cause of the outages involve the computer system's network switches; and

WHEREAS, the extent of the problem with the network switches has only recently come to light; and

WHEREAS, the network outages need to be corrected by March 1, 2017 to assure that District students will be able to complete State required testing that must be completed by April \_\_\_\_\_; and

WHEREAS, the Board of Education of the District (the "Board") has solicited a price quotation to obtain replacement network switches and desires to enter into a contract with CXtec of Syracuse, NY to obtain the replacement network switches;

NOW, THEREFORE, BE IT RESOLVED by the Board; that:

Section 1. It is hereby found and determined, pursuant to O.R.C. §3313.46, that there is an urgent necessity for replacing the network switches throughout the District, thereby justifying the Board's non-compliance with the advertising and competitive bidding procedures required by O.R.C. §3313.46.

Section 2. The Board hereby approves the purchase from CXtech of replacement network switches, at a cost to the District of not more than \$45,000.00, and as such, hereby approves and authorizes the execution of a contract with CXtech for the purchase of the replacement switches.

Section 3. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were adopted in meetings open to the public and in compliance with all legal requirements, including O.R.C. §121.22.

Mrs. Higgins moved and Mr. Hannon seconded  
Yeas: Higgins, Hannon, Klase, Saganich  
Nays: None

President declared motion carried

Mrs. Higgins      Yes

Mr. Hannon      Yes

Mrs. Klase      Yes

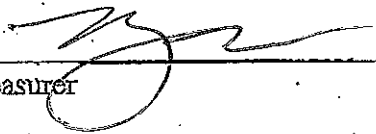
Mr. Saganich      Yes

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Resolution passed and adopted this 24th day of January, 2017.

  
President

ATTEST:

  
Treasurer



CXtec is a DBA of CABLEExpress Corporation

<b>Quote#</b> 10956515		<b>Prepared By:</b> Donald Scalise	
<b>Expires:</b> 02/11/2017		315-883-3768	
		dscalise@cxtec.com	
<b>Requested By:</b>		<b>Ship To:</b>	
McDonald Local School District		Rick Bodnar (NEOMIN)	
Joe Maldonado		528 Educational Hwy	
Fax:		Warren, OH 44483	
		United States	
		<b>Bill To:</b>	
		Joe Maldonado	
		600 Iowa Ave	
		Mc Donald, OH 44437	
		United States	

Notes: Joe and Brian,

Revised quote with added modules and cables.

Equal2new product is tested certified pre-owned in our 70,000 sq ft, ISO approved and ESD protected technology center in Syracuse, NY and is backed with an advanced replacement lifetime warranty that is good for as long you own the equipment. Equal2new products ship from Syracuse in stay-in-foam packaging for safest and quick delivery and carry a 99.51% reliability rating out of the box.

All product is readily available.

Free UPS Ground freight

Have a great day!

Don Scalise  
CXtec  
800-767-3282 x2608

QTY	Mfr Part No.	Description	Unit Price	Ext Price
2	WS-C3850-12S-S	equal2new CISCO CATALYST WS-C3850-12S-S LAYER 3 SWITCH MANAGEABLE STACK PORT 15 x EXPANSION SLOTS	\$3,000.00	\$6,000.00
2	RAPIDCARE-E	RAPIDCARE COVERAGE FOR equal2new PRODUCT COVERAGE INCLUDES NEXT BUSINESS DAY ADVANCED NETWORK HARDWARE REPLACEMENT STARTING 01/19/2017 ENDING 01/19/2018 FOR: WS-C3850-12S-S: CISCO CATALYST WS-C3850-12S-S LAYER 3 SWITCH MANAGEABLE STACK PORT 15 x EXPANSION SLOTS	\$140.00	\$280.00
19	WS-C2960X-48TS-L	equal2new CISCO CATALYST 2960-X 48 PORT 4 SFP LAN BASE	\$1,800.00	\$34,200.00
38	GLC-SX-MM-CX	NEW COMPATIBLE GIG SX MMF SFP WITH LC CONNECTORS AND LIFETIME WARRANTY	\$45.00	\$1,710.00
2	GLC-LH-SM-CX	NEW COMPATIBLE GIG LX SMF SFP WITH LC CONNECTORS AND LIFETIME WARRANTY	\$70.00	\$140.00
13	CBX-FP-6ZLL2RX-001	1M DUPLEX CABLEExpress EXP Series 62.5/125 MULTIMODE OM1 LC/LC RISER JUMPER CABLE WITH CLIPS	\$12.00	\$156.00
12	CBX-FP-6ZLS2RX-001	1M DUPLEX CABLEExpress EXP Series 62.5/125 MULTIMODE OM1 LC/SC RISER JUMPER CABLE WITH CLIPS	\$12.00	\$144.00
2	CBX-FP-9ZLS2RX-001	1M DUPLEX 9/125 SINGLEMODE LC/SC RISER JUMPER YELLOW CABLE WITH CLIPS	\$13.00	\$26.00
			Subtotal	\$42,656.00

CXtec  
5404 South Bay Road  
P.O. Box 4799  
Syracuse NY 13221-4799  
www.cxtec.com  
www.cablexpress.com

North American Offices:  
North American Fax:  
International Offices:  
International Fax:

315.476.3000  
315.455.1800  
011.315.476.3100  
011.315.455.1800

Payment Terms: 30 Days

Combined Subtotals \$42,656.00

Tax \$0.00

**TOTAL PURCHASE PRICE** \$42,656.00  
(Purchase Order Must Be For This Amount)

**Shipping Information**

Priority GROUND

Carrier UPS

Terms Prepaid & Add

FOB Origin/Shipping

**MAKE YOUR  
VOICE  
HEARD!**



Save money on a  
wide variety of equal2new®  
phones and voice hardware.

**GET IT NEXT DAY  
50% LESS**

NEXT BUSINESS DAY  
ADVANCE REPLACEMENT

**COMPATIBLES**

HAVE YOU CONSIDERED A  
MORE COST-EFFECTIVE  
SOLUTION FOR YOUR  
GBIC & MEMORY  
NEEDS?



**Terms & Conditions**

Shipping Information: To accommodate your shipping preferences, CXtec will make every effort to bill your freight carrier account directly. Sometimes we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, CXtec will ensure that the product is shipped to you in the most economical way and will inform you of any associated costs subject to additional billing.

Freight charges are prepaid & add, Syracuse, NY.

Warranty Information: equal2new® Products carry a lifetime warranty on parts and labor to the original End User purchaser.

CABLExpress® products carry a limited lifetime warranty on parts and labor to the original End User purchaser.

New Equipment and Premise Wiring Product: CXtec warrants that any item will be in compliance with the original manufacturer's warranty from the date of shipment.

Alteration, abuse or misuse voids all warranties. Some products may have extended warranties available or may have warranties exceeding the standards listed.

Return Information: All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to CXtec. Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

Payment Information: CXtec standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under \$50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

Billing Information: CXtec utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

Confidentiality Notice: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original document.

All orders subject to Terms and Conditions located at <http://www.cxtec.com/cxtecterms>.

**SERVICE RESPONSIBILITIES OF CXtec**

- 1a. Priority access to our highly skilled, handpicked team of technical engineers Monday through Friday during the hours of 8 A.M. to 5 P.M. EST.
- 2a. Automatic registration and activation of agreement at the time the RapidCare service is purchased. Service becomes effective on the first day of the following month unless otherwise specified.
- 1a. An Advance Replacement\* will ship the same day to arrive the next business day provided the call has been received before 5:00 p.m., EST, Monday through Friday (excluding holidays) at 1-800-982-5185. For requests after 5:00 p.m., EST, the Advance Replacement\* will ship the next business day.
- 1a. Advance Replacements\* will be shipped using CXtec's preferred carrier, freight prepaid by CXtec, excluding import duties, taxes and fees, where

CXtec  
5404 South Bay Road  
P.O. Box 4799  
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[www.cxtec.com](http://www.cxtec.com)  
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North American Offices: 315.476.3000  
North American Fax: 315.455.1800  
International Offices: 011.315.476.3100  
International Fax: 011.315.455.1800

applicable.

5a. Customer acknowledges they are only entitled to receive an Advance Replacement\* on products for which they have paid separate maintenance fees. When service is sold on existing equipment:

6a. The customer must provide CXtec with the product serial numbers at the time the order is placed.

7a. Equipment must be fully functional and installed in an operating environment in accordance with the manufacturer's specifications.

8a. CXtec reserves the right to review claims filed against RapidCare Maintenance agreements if in its reasonable opinion, replacement products are being requested in violation of the Terms and Conditions set forth in this document.

CXtec shall not be liable for:

9a. Replacement of product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act by the Customer.

10a. Any delay or failure in delivery of Advance Replacement\* whatsoever due to acts of God, earthquakes, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences beyond CXtec's reasonable control.

11a. CXtec reserves the right to inspect customer owned existing equipment being added to a contract.

#### SERVICE RESPONSIBILITIES OF CUSTOMER

Customer is responsible for the following when receiving Advance Replacements and returning defective product under the RapidCare service:

1b. Proper packaging of product being returned, including a full description of the failure and written specification of any other changes or alterations.

2b. Pre-paid shipping will be offered using CXtec's preferred carrier for return of failed product.

3b. Return must be received within ten (10) days of receipt of the Advance Replacement\* otherwise, the list price of the product will be charged.

4b. Returned product must match exactly with regard to the quantity, type, serial numbers and/or bar codes of the products registered under the original RapidCare Maintenance service.

\* Advance Replacement(s) can be either equal2new, refurbished or new products. At no additional cost to the customer, CXtec reserves the right to substitute a product of greater feature functionality within the same Manufacturer's product family than the product being replaced.

\*\*No claims can be filed on customer owned equipment within the first 30 days of a new contract.

The person signing below is authorized to approve this purchase.

Customer Signature for Quote 10956515

Date

Purchase Order Number

All amounts are in US Dollars.

equal2new prices and product availability are subject to market fluctuations. Prices on new items are subject to manufacturer price variations.

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