

6197

**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, JUNE 21, 2017 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Wednesday, June 21, 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

“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

OATH OF OFFICE – Joseph M. Cappuzzello, Board Member

Res. 17-144 Approve agenda for Regular Meeting of June 21, 2017

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

Recognition of Visitors / Audience Participation – None

Res. 17-145 Approval of Board Minutes:

Regular Meeting – May 30, 2017

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

6198

Res. 17-146 Approval of Board Minutes:

Special Meeting – June 8, 2017

Mrs. Klase moved and Mrs. Higgins

Yeas: Klase, Higgins, Hannon, Saganich

Abstain: Cappuzzello

Nays: None

President declared motion carried

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

New Business:

Res. 17-147 Standing committee appointments by Board President

Personnel

Chairperson – Jody Klase Member – Wendy Higgins

Finance

Chairperson – Thomas Hannon Member – Jody Klase

Program/Policy

Chairperson – Wendy Higgins Member – Joseph Cappuzzello

Buildings and Grounds/Operations

Chairperson – Joseph Cappuzzello Member – Thomas Hannon

Business Advisory

Chairperson – John Saganich Member – Jody Klase

Legislative Liaison of OSBA – Wendy Higgins

Mr. Hannon moved and Mrs. Klase seconded

Yeas: Hannon, Klase, Cappuzzello, Higgins, Saganich

Nays: None

President declared motion carried

6199

A. Finance Committee – Thomas Hannon, Chairperson

Res. 17-148 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: May, 2017

- A. Check Register
- B. Financial Summary
- C. Bank Reconciliation

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

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

Res. 17-149 GENERAL FUND TRANSFERS

Resolution to approve the following General Fund transfers to cover funds estimated to be in the red at year-end in the amounts listed:

Transfers – From General Fund 001 0000 to:

Athletic Fund 300 9970 \$19,000

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

6200

Res. 17-150 FY 2017 FINAL AMENDED APPROPRIATIONS

Resolution to approve the FY 2017 Final Amended Appropriations. (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. 17-151 FY 2018 TEMPORARY APPROPRIATIONS

Resolution to approve the FY 2018 Temporary Appropriations. (See Exhibit B)

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

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

Res. 17-152 STUDENT ACTIVITY FUNDS – 2017/2018

Resolution to approve the Student Activity Funds for the 2017-2018 school year. (See Exhibit C)

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

6201

Res. 17-153 LIABILITY/PROPERTY INSURANCE

Resolution to approve Ohio School Plan as the insurance provider for both liability and property insurance for the period of July 1, 2017 through June 30, 2018, at a cost of \$28,423, which includes earthquake insurance. (See Exhibit D)

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. 17-154 WORKERS COMPENSATION – RETROSPECTIVE PROGRAM RATE

Resolution to approve the participation in Sheakley’s Group Retrospective Program for the 2018 rate year with the projected refund of \$10,301 on a total premium of \$27,825 at an annual participation fee of \$459. (See Exhibit E)

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. 17-155 GAS SEARCH CONTRACT

Resolution to approve a contract with Gas Search for natural gas for the district covering August 1, 2017 through July 31, 2019 (2 years) at a cost of \$3.28 fixed/mcf (Burnertip Pricing) a 10 cent increase per mcf from last year. (See Exhibit F)

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

6202

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

Res. 17-156 RENEWAL OF AN EXISTING TAX LEVY

Resolution to submit to the electors the question to renew an existing tax levy. (See Exhibit G)

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. 17-157 SUPPLEMENTAL CONTRACTS – MENTOR TEACHERS

Resolution to hire the following personnel as mentor teachers for the 2017-2018 school year at the cost of \$1,000 each, additional mentees up to two at \$250 each, up to three total mentees. If more than three mentees per building, additional mentors may be hired:

Michele O'Leary
Patrice Simmons

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

6203

Res. 17-158 SUPPLEMENTAL CONTRACTS – 2017-2018

Resolution to approve the following personnel on supplemental contracts for the 2017-2018 school year as follows:

Lisa Gilligan – Majorette Advisor, \$1,059;

Shawn Lovas – Volunteer Devilette Assistant, \$0; and

Kylie Clay – Junior High Cheerleading Advisor, \$1,765.

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

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

C. Program/Policy Committee – Wendy Higgins, Chairperson

Res. 17-159 ROOSEVELT ELEMENTARY HANDBOOK REVISIONS – 2017/2018

Resolution to approve revisions of the Roosevelt Elementary Handbook. (See Exhibit H)

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

6204

Res. 17-160 ADULT LUNCH PRICES

Resolution to approve adult (teachers) high school lunches be offered at Roosevelt Elementary School at the cost of \$3.00 each for the 2017-2018 school year.

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. 17-161 SCHOOL PICTURES – 2017/2018

Resolution to approve a contract with Memory Lane Photography for the 2017-2018 school year for the purpose of group and individual school pictures for McDonald High School and Roosevelt Elementary School.

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

Mrs. Higgins moved and Mrs. Klase seconded

Yeas: Higgins, Klase, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

Res. 17-162 OHSAA MEMBERSHIP

Resolution authorizing membership for McDonald Schools with the Ohio High School Athletic Association for the 2017-2018 school year.

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

Mrs. Higgins moved and Mrs. Klase seconded

Yeas: Higgins, Klase, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

6205

Res. 17-163 FACILITIES USE AGREEMENT

Resolution to approve a Facilities Use Agreement, effective May 1, 2017, with the Village of McDonald and the McDonald Local School District Board of Education. (See Exhibit I)

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

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

Res. 17-164 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Klase moved and Mrs. Higgins seconded, that the McDonald Local Board of Education go into Executive Session at 7:35 p.m. and that the following resolution be adopted.

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. _____ Appointment
 - 2. X 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.

6206

- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and B, as listed above.

Yeas: Klase, Higgins, Cappuzzello, Hannon, Saganich

Nays: None

President declared motion carried

Res. 17-165 Adjourn Executive Session

Mr. Hannon moved and Mr. Cappuzzello seconded to adjourn executive session and return to the regular board meeting at 9:32 p.m.

Yeas: Hannon, Cappuzzello, Higgins, Klase, Saganich

Nays: None

President declared motion carried

Res. 17-166 Adjournment

Mrs. Higgins moved and Mrs. Klase seconded to adjourn the Regular meeting at 9:32 p.m.

Yeas: Higgins, Klase, Cappuzzello, Hannon, Saganich

Nays: None

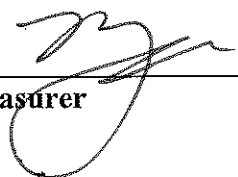
President declared motion carried

6207

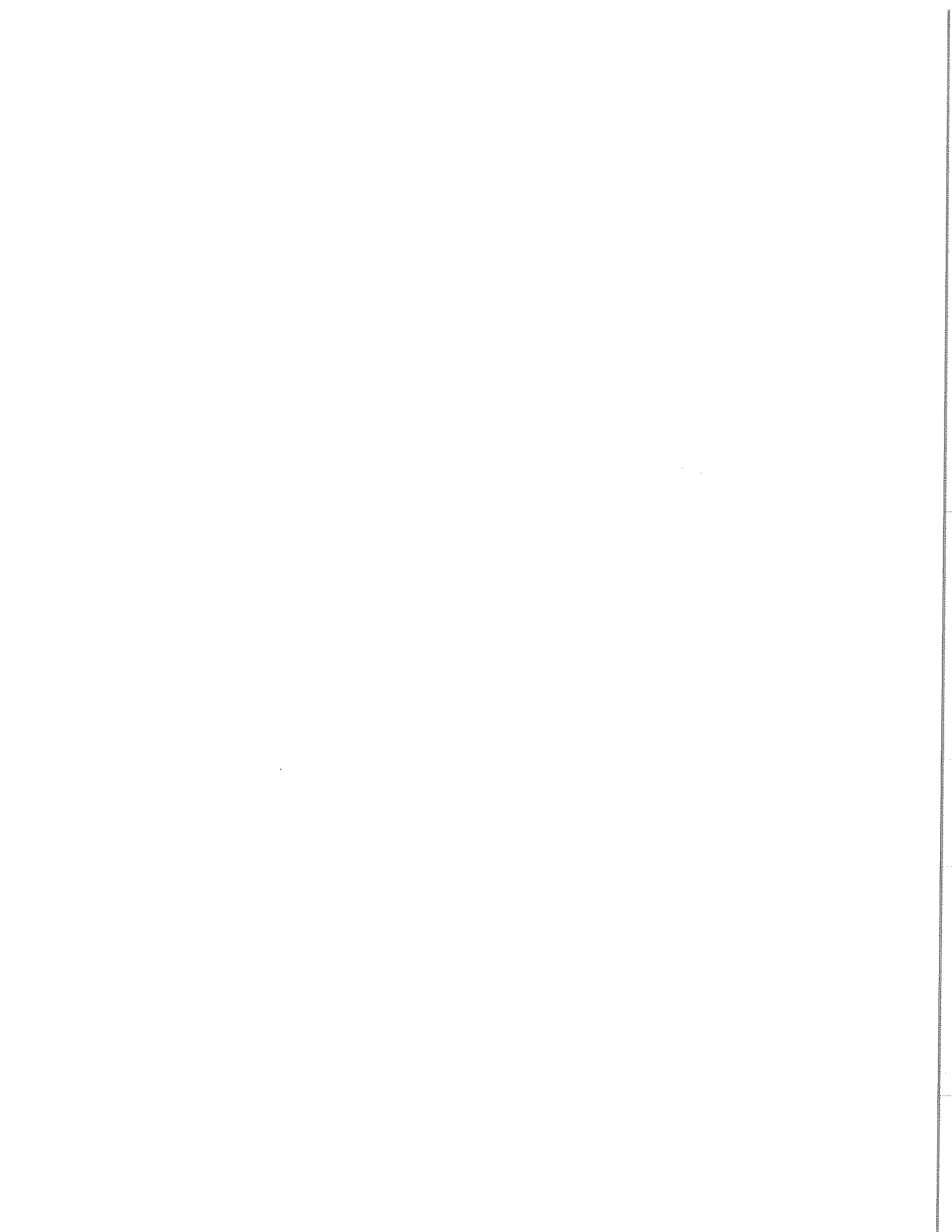
ATTEST:



President



Treasurer



OATH OF OFFICE

Board Member

Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Ohio; and that you will faithfully and impartially discharge your duties as member of the McDonald Local Board of Education, McDonald Local School District, Trumbull County, Ohio, to the best of your ability, and in accordance with the laws now in effect and hereafter to be enacted, during your continuance in said office, and until your successor is elected and qualified?



JOSEPH CAPPUZZELLO

6-21-17
Date

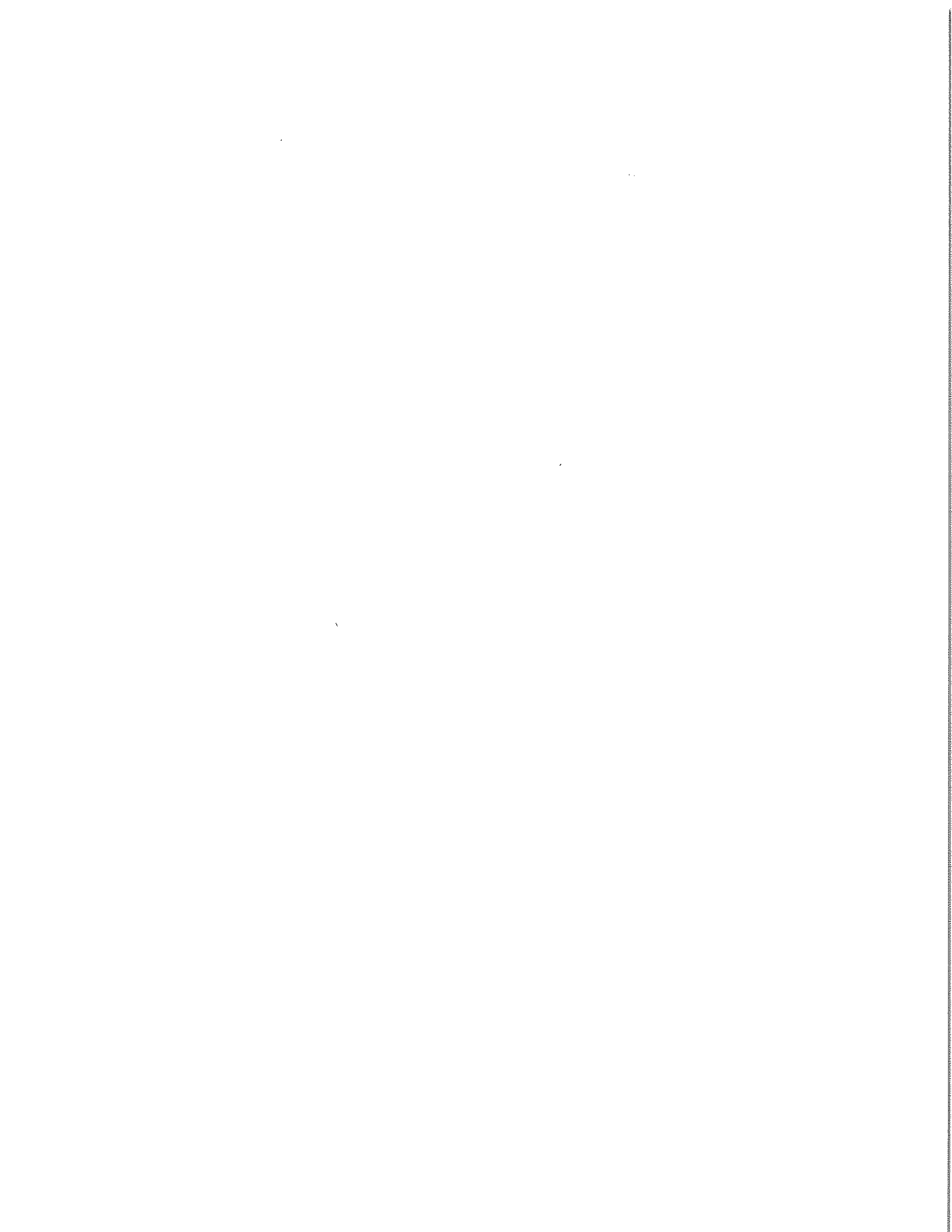


EXHIBIT A

CERTIFICATE OF THE TOTAL AMOUNT FROM ALL SOURCES AVAILABLE
FOR EXPENDITURES, AND BALANCES REV. CODE SEC. 5705.36

From McDonald Local School District Trumbull County, McDonald, Ohio, June 21, 2017

To the County Auditor of Trumbull County:

The following is the total amount from all sources available for expenditures from each fund set up in the tax budget, with the balances that exist at the end of the fiscal year, June 30, 2016

Treasurer, William A. Johnson

FUND TYPE/CLASSIFICATION	CASH BAL AS OF 30-Jun-16	ENCUMBR AS OF 30-Jun-16	CARRYOVER BAL AVAILABLE FOR APPROP	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES		TOTAL AMOUNT AVAILABLE PLUS BALANCES	FINAL APPROP RESOLUTION
				TAXES	FOUNDATION		
Governmental Fund Type							
General Fund	4,063,443.53	11,045.68	4,052,397.85	1,170,500.01	5,362,440.23	12,062,138.29	9,300,000.00
Special Revenue Funds	1,835,690.55	23,864.51	1,811,826.04	544,540.78	28,350.00	2,887,103.20	1,359,695.28
Debt Service Funds	135,688.90	0.00	135,688.90	149,296.48	0.00	284,985.38	160,000.00
Capital Projects Funds	305,334.60	121,896.03	183,438.57	223,879.58	0.00	3,187,318.15	3,000,000.00
Special Assessment Fund			0.00				
Proprietary Fund Type							
Enterprise Funds	26,373.91	1,697.60	24,676.31	0.00	0.00	129,550.63	115,000.00
Internal Service Funds	14,669.39	0.00	14,669.39	0.00	0.00	38,838.64	38,838.64
Fiduciary Fund Type							
Trust and Agency Funds	115,925.29	745.55	115,179.74	0.00	0.00	227,924.87	136,500.00
Private-Purpose Trust			0.00				
Total All Funds	6,497,126.17	159,249.37	6,337,876.80	2,088,216.85	5,390,790.23	18,817,859.16	14,110,033.92

Signed

0.00

Budget Commission

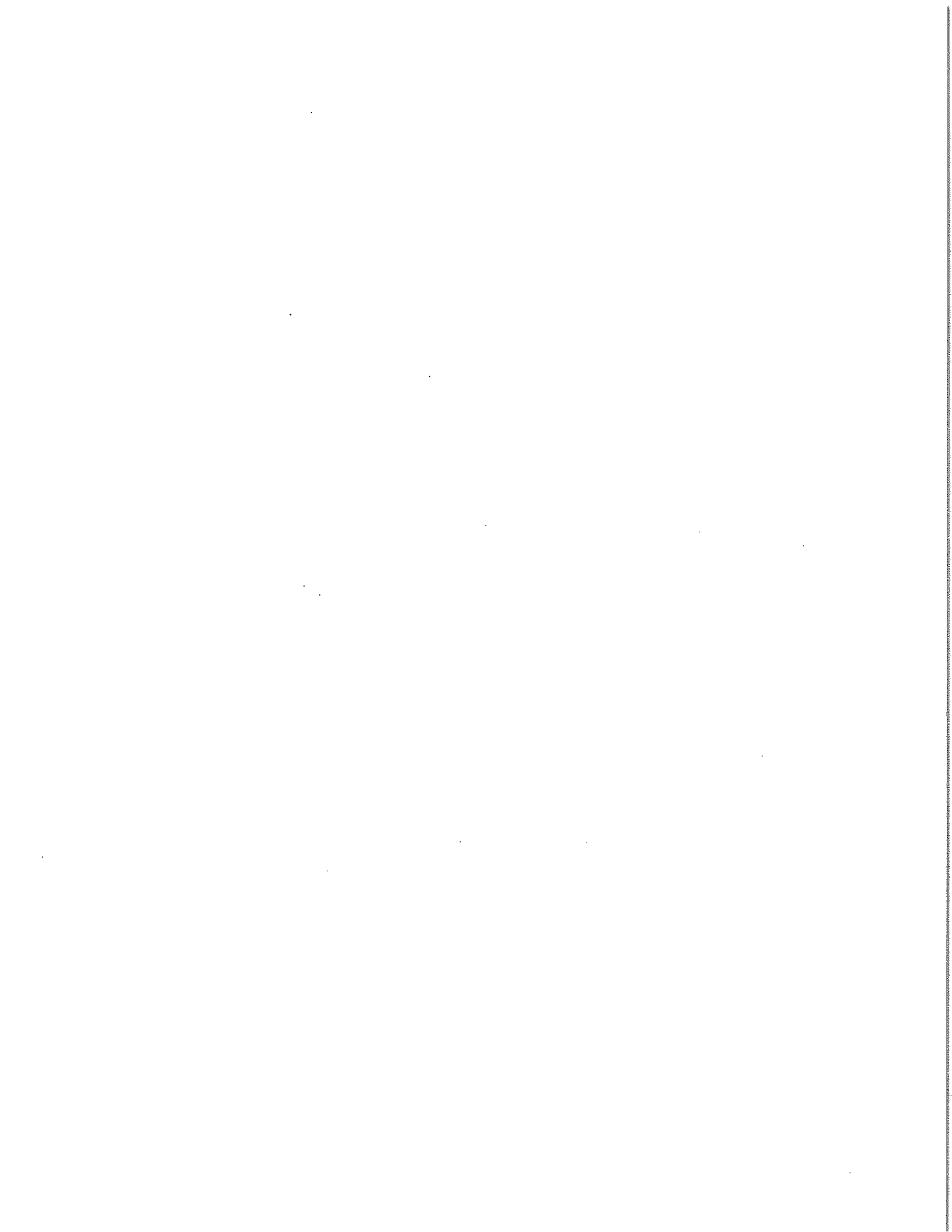
PAGE 2		CASH BALANCE AS OF	ENCUMBR AS OF	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES	FOUNDATIONS	OTHER	TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
FUND TYPE/CLASSIFICATION		30-Jun-16	30-Jun-16		TAXES				
Governmental Fund Types									
General Fund									
001 General Fund		4,063,443.53	11,045.68	4,052,397.85	1,170,500.01	5,362,440.23	1,476,800.20	12,062,138.29	
Total General		4,063,443.53	11,045.68	4,052,397.85	1,170,500.01	5,362,440.23	1,476,800.20	12,062,138.29	9,300,000.00

Special Revenue Funds									
FUND TYPE/CLASSIFICATION		CASH BALANCE AS OF	ENCUMBR AS OF	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES	FOUNDATIONS	OTHER	TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
		30-Jun-16	30-Jun-16		TAXES				
016 Emergency Levy 2010		0.00	0.00	0.00	0.00			0.00	0.00
016 Emergency Levy 2012		1,307,236.92	2,318.72	1,304,918.20	325,561.63			1,630,479.83	500,000.00
016 Emergency Levy 9989		334,971.56	645.79	334,325.77	196,533.34			530,859.11	220,000.00
018 Principals' Funds		5,671.35		5,671.35				9,894.95	9,800.00
034 Maintenance Fund		182,487.99	20,900.00	161,587.99	22,445.81	24,750.00	0.00	208,783.80	125,000.00
300 Athletic Fund		8,440.97	0.00	8,440.97			82,006.72	90,447.69	108,000.00
432 EMIS		1,635.82		1,635.82			0.00	1,635.82	800.00
451 One Net Public Funds		0.00		0.00		3,600.00	0.00	3,600.00	3,600.00
516 Title VI B/IDEA_B		0.00		0.00			153,575.37	153,575.37	153,575.00
572 Title I (FY16)		-4,754.06		-4,754.06			27,319.85	22,565.79	22,565.79
572 Title I (FY17)		0.00		0.00			214,537.35	214,537.35	214,537.79
590 Title II-A (FY 16)		0.00		0.00			1,816.70	1,816.70	1,816.70
590 Title II-A (FY17)		0.00		0.00			18,906.79	18,906.79	18,906.79
Total Spcl Revenue Funds		1,835,690.55	23,864.51	1,814,826.04	544,540.78	28,350.00	502,386.38	2,887,103.20	1,359,695.28
							530,736.38		

Debt Service Funds		CASH BALANCE AS OF	ENCUMBR AS OF	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES	FOUNDATIONS	OTHER	TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
		30-Jun-16	30-Jun-16		TAXES				
002 Bond Retirement		135,688.90	0	135,688.90	149,296.48		0.00	284,985.38	160,000.00

CAPITAL PROJECT FUNDS		CASH BALANCE AS OF	ENCUMBR AS OF	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES	FOUNDATIONS	OTHER	TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
		30-Jun-16	30-Jun-16		TAXES				
005 9016 Athletic Fld Rpl		0.00	0.00	0.00	0.00			2,600,000.00	2,600,000.00
005 Replacement Fund		180,000.00	0.00	180,000.00				360,000.00	200,000.00
003 9015 NEW PI LEVY		125,334.60	121,896.03	3,438.57	223,879.58			227,318.15	200,000.00
Total Cap Proj Funds		305,334.60	121,896.03	183,438.57	223,879.58	0.00		3,187,318.15	3,000,000.00

FUND TYPE/CLASSIFICATION	CASH BALANCE AS OF 30-Jun-16	ENCUMBR AS OF 30-Jun-16	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES			TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
				TAXES	FOUNDATION	OTHER		
Proprietary Funds ENTERPRISE FUNDS 006 Food Service	26,373.91	1,697.60	24,676.31	0.00	0.00	104,874.32	129,550.63	
Total Enterprise Funds	26,373.91	1,697.60	24,676.31	0.00	0.00	104,874.32	129,550.63	115,000.00
INTERNAL SERVICE FUNDS Internal Service Fund 014 Special Rotary Fund	14,669.39	0.00	14,669.39	0.00	0.00	24,169.25	38,838.64	
Total Internal Service	14,669.39	0.00	14,669.39	0.00	0.00	24,169.25	38,838.64	38,838.64
Agency Funds 200 Student Managed Activity 007 Special Trusts Accounts	44,897.17 71,028.12	745.55 0.00	44,151.62 71,028.12	0.00 0.00	0.00 0.00	87,254.13 25,491.00	131,405.75 96,519.12	100,000.00 36,500.00
Total Agency Funds	115,925.29	745.55	115,179.74	0.00	0.00	112,745.13	227,924.87	136,500.00
TOTAL ALL FUNDS	6,497,126.17	159,249.37	6,337,876.80	2,088,216.85	5,390,790.23	5,000,975.28	18,817,859.16	14,110,033.92



CERTIFICATE OF THE TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES, AND BALANCES REV. CODE SEC. 5705.36

From McDonald Local School District Trumbull County, McDonald, Ohio, September 17, 2016

To the County Auditor of Trumbull County:

The following is the total amount from all sources available for expenditures from each fund set up in the tax budget, with the balances that exist at the end of the fiscal year, June 30, 2017

Treasurer, William A. Johnson

FUND TYPE/CLASSIFICATION	CASH BALANCE AS OF 30-Jun-17	ENCUMBR AS OF 30-Jun-17	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES			TOTAL AMOUNT AVAILABLE PLUS BALANCES	TEMP APPROPS
				TAXES	FOUNDATION	OTHER		
Governmental Fund Type								
General Fund	4,600,000.00	11,045.68	4,588,954.32	1,183,223.00	5,500,000.00	1,427,026.37	12,699,203.69	2,300,000.00
Special Revenue Funds	1,841,369.79	25,600.51	1,815,769.28	491,164.00	29,349.75	427,336.00	2,763,619.03	269,000.00
Debt Service Funds	135,688.90	0.00	135,688.90	143,969.00	0.00	0.00	279,657.90	170,000.00
Capital Projects Funds	3,020,000.00	121,896.03	2,898,103.97	225,115.00	0.00	180,000.00	3,303,218.97	750,000.00
Special Assessment Fund			0.00					
Proprietary Fund Type								
Enterprise Funds	26,373.91	1,697.60	24,676.31	0.00	0.00	112,300.00	136,976.31	30,000.00
Internal Service Funds	14,669.39	0.00	14,669.39	0.00	0.00	27,000.00	41,669.39	0.00
Fiduciary Fund Type								
Trust and Agency Funds	116,300.29	1,120.55	115,179.74	0.00	0.00	68,450.00	183,629.74	19,000.00
Private-Purpose Trust			0.00					
Total All Funds	9,754,402.28	161,360.37	9,593,041.91	2,043,471.00	5,529,349.75	2,242,112.37	19,407,975.03	3,538,000.00

Signed _____

Budget Commission

PAGE 2		CASH BALANCE	ENCUMBR	CARRYOVER BAL.	TOTAL AMOUNT FROM ALL SOURCES			TOTAL AMOUNT	Temporary Appropriations
FUND TYPE/CLASSIFICATION	AS OF	AS OF	AS OF	AVAILABLE FOR APPROPRIATION	TAXES	FOUNDATION	OTHER	AVAILABLE PLUS BALANCES	
Governmental Fund Types	30-Jun-17	30-Jun-17	30-Jun-17						
General Fund									
001 General Fund	4,600,000.00	11,045.68	4,588,954.32	1,183,223.00	5,500,000.00	1,427,026.37	12,699,203.69		
Total General	4,600,000.00	11,045.68	4,588,954.32	1,183,223.00	5,500,000.00	1,427,026.37	12,699,203.69	2,300,000.00	

Special Revenue Funds		CASH BALANCE	ENCUMBR	CARRYOVER BAL.	TOTAL AMOUNT FROM ALL SOURCES			TOTAL AMOUNT	Temporary Appropriations
FUND TYPE/CLASSIFICATION	AS OF	AS OF	AS OF	AVAILABLE FOR APPROPRIATION	TAXES	FOUNDATION	OTHER	AVAILABLE PLUS BALANCES	
016 Emergency Levy 2012	1,307,236.92	2,318.72	1,304,918.20	260,251.71	0.00	1,565,169.91	83,750.00		
016 Emergency Levy 9989	334,971.56	645.79	334,325.77	208,164.00	0.00	542,489.77	47,000.00		
018 Principals' Funds	5,671.35		5,671.35		8,000.00	13,671.35	1,500.00		
034 Maintenance Fund	182,487.99	20,900.00	161,587.99	22,748.29	0.00	210,086.03	22,000.00		
300 Athletic Fund	10,176.97	1,736.00	8,440.97	25,749.75	87,295.00	95,735.97	19,500.00		
432 EMIS	825.00		825.00		0.00	825.00	100.00		
451 One Net Public Funds	0.00		0.00		0.00	3,600.00	900.00		
516 IDEA_B (FY18)	0.00		0.00		153,575.00	153,575.00	38,250.00		
572 Title I (FY18)	0.00		0.00		163,466.00	163,466.00	52,000.00		
572 Title I (FY17CO)	0.00		0.00		15,000.00	15,000.00	4,000.00		
590 Title II-A (FY18)	0.00		0.00		20,288.00	20,288.00	4,000.00		
Total Spcl Revenue Funds	1,841,369.79	25,600.51	1,815,769.28	491,164.00	29,349.75	427,336.00	2,763,619.03	269,000.00	

FUND TYPE/CLASSIFICATION	CASH BALANCE	ENCUMBR	CARRYOVER BAL.	TOTAL AMOUNT FROM ALL SOURCES			TOTAL AMOUNT	TOTAL AMOUNT APPROPRIATED
				TAXES	FOUNDATION	OTHER		
Debt Service Funds								
002 Bond Retirement	135,688.90	0	135,688.90	143,969.00		0.00	279,657.90	170,000.00

CAPITAL PROJECT FUNDS		CASH BALANCE	ENCUMBR	CARRYOVER BAL.	TOTAL AMOUNT FROM ALL SOURCES			TOTAL AMOUNT	APPROPRIATED
FUND TYPE/CLASSIFICATION	AS OF	AS OF	AS OF	AVAILABLE FOR APPROPRIATION	TAXES	FOUNDATION	OTHER	AVAILABLE PLUS BALANCES	
005 9016 Athletic Fld Rpl	2,600,000.00	0.00	2,600,000.00	0.00	0.00	0.00	0.00	2,600,000.00	650,000.00
005 Replacement Fund	290,000.00	0.00	290,000.00	0.00	0.00		180,000.00	470,000.00	50,000.00
003 9015 NEW PL LEVY	130,000.00	121,896.03	8,103.97	225,115.00			233,218.97	233,218.97	50,000.00
Total Cap Proj Funds	3,020,000.00	121,896.03	2,898,103.97	225,115.00	0.00	0.00	180,000.00	3,303,218.97	750,000.00

FUND TYPE/CLASSIFICATION	CASH BALANCE AS OF 30-Jun-17	ENCUMBR AS OF 30-Jun-17	CARRYOVER BAL. AVAILABLE FOR APPROPRIATION	TOTAL AMOUNT FROM ALL SOURCES AVAILABLE FOR EXPENDITURES			TOTAL AMOUNT AVAILABLE PLUS BALANCES	TOTAL AMOUNT APPROPRIATED
				TAXES	FOUNDATION	OTHER		
Proprietary Funds ENTERPRISE FUNDS 006 Food Service	26,373.91	1,697.60	24,676.31	0.00	0.00	112,300.00	136,976.31	
Total Enterprise Funds	26,373.91	1,697.60	24,676.31	0.00	0.00	112,300.00	136,976.31	30,000.00
INTERNAL SERVICE FUNDS								
Internal Service Fund 014 Special Rotary Fun	14,669.39		14,669.39	0.00	0.00	27,000.00	41,669.39	0.00
Total Internal Service	14,669.39	0.00	14,669.39	0.00	0.00	27,000.00	41,669.39	0.00
Agency Funds								
200 Student Managed Acti	45,272.17	1,120.55	44,151.62	0.00	0.00	51,450.00	95,601.62	15,000.00
007 Special Trusts Accoun	71,028.12	0.00	71,028.12	0	0	17,000.00	88,028.12	4,000.00
Total Agency Funds	116,300.29	1,120.55	115,179.74	0.00	0.00	68,450.00	183,629.74	19,000.00

TOTAL ALL FUNDS 9,754,402.28 161,360.37 9,593,041.91 2,043,471.00 5,529,349.75 2,242,112.37 19,407,975.03 3,538,000.00



Date: 06/16/2017
Time: 2:31 pm

MCDONALD LOCAL SCHOOLS
Financial Report by Fund/SCC

Page: 1
(FINSUM)

Fund #	Fund Description	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code	
018 9111	ELEMENTARY SCHOOL SUPPORT	3,318.28	410.00	3,232.00	409.00	5,276.79	1,273.49	150.00	1,123.49
018 9222	SECONDARY SCHOOL SUPPORT	2,353.07	83.00	991.60	373.83	3,344.67	0.00	0.00	0.00
200 9008	MCDONALD DISTRICT CHOIR	50.00	0.00	0.00	0.00	0.00	50.00	0.00	50.00
200 9010	Tennis Fund	1,516.28	0.00	3,730.36	0.00	3,398.75	1,847.89	0.00	1,847.89
200 9088	Golf Fund	1,388.67	0.00	1,815.00	0.00	2,200.72	1,002.95	225.00	777.95
200 912F	Student Volunteers Club	1,312.67	0.00	0.00	0.00	954.65	358.02	0.00	358.02
200 9215	CLASS OF 2015	1,602.77	0.00	0.00	0.00	1,602.77	0.00	0.00	0.00
200 9216	CLASS OF 2016	1,111.03	0.00	0.00	0.00	1,111.03	0.00	0.00	0.00
200 9217	CLASS OF 2017	1,005.77	0.00	4,513.80	923.70	5,519.57	0.00	0.00	0.00
200 9218	Class of 2018	494.65	0.00	10,797.60	0.00	7,982.35	3,309.90	0.00	3,309.90
200 9219	Class of 2019	291.78	0.00	0.00	0.00	0.00	291.78	0.00	291.78
200 9220	Class of 2020	211.77	0.00	0.00	0.00	0.00	211.77	0.00	211.77
200 9221	Class of 2021	48.60	0.00	0.00	0.00	0.00	48.60	0.00	48.60
200 9224	SPANISH CLUB	846.78	0.00	0.00	0.00	495.00	351.78	0.00	351.78
200 9310	LIP SYNC STAGE FUND	6,788.22	0.00	1,056.00	0.00	3,705.22	4,139.00	0.00	4,139.00
200 9908	BIG BROTHERS BIG SISTERS	899.26	0.00	0.00	0.00	0.00	899.26	0.00	899.26

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS.

Date: 06/16/2017
 Time: 2:31 pm

MCDONALD LOCAL SCHOOLS
 Financial Report by Fund/SCC

Page: 2
 (FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
200 9960	MUSIC						
2,754.92	0.00	0.00	0.00	2,754.70	0.22	0.00	0.22
200 9961	STUDENT COUNCIL						
1,806.14	15.00	14,175.44	290.00	14,815.39	1,166.19	500.00	666.19
200 9962	YEARBOOK						
3,740.49	0.00	9,838.35	0.00	10,063.98	3,514.86	1,438.54	2,076.32
200 9963	DRAMA CLUB						
5,501.04	0.00	1,960.00	0.00	4,899.94	2,561.10	0.00	2,561.10
200 9964	ART CLUB						
5,325.90	20.00	6,539.60	210.78	6,037.54	5,827.96	225.00	5,602.96
200 9966	ELEMENTARY MUSIC PROGRAM FUNDRAISING						
3,593.67	0.00	1,349.25	0.00	695.06	4,247.86	0.00	4,247.86
200 9967	Junior High Travel/Field Trip Club						
861.54	0.00	24,107.44	0.00	24,351.75	617.23	0.00	617.23
200 9968	Crafting Club						
0.00	20.00	937.00	0.00	931.20	5.80	0.00	5.80
200 9990	NATIONAL HONOR SOCIETY						
4,120.22	0.00	6,434.29	500.00	4,987.46	5,567.05	0.00	5,567.05
300 9004	Baseball Fund						
2,018.34	0.00	3,893.00	1,071.77	5,485.56	425.78	318.26	107.52
300 9005	Boys' Basketball Fund						
200.00	0.00	0.00	0.00	0.00	200.00	0.00	200.00
300 9006	Uniforms - Equipment Fund						
1,781.44	0.00	0.00	0.00	1,645.49	135.95	0.00	135.95
300 9108	Basketball STATE GAME						
0.00	0.00	3,820.00	0.00	3,820.00	0.00	0.00	0.00
300 9968	Football Fund						
3,559.22	0.00	1,920.00	0.00	4,612.41	866.81	0.00	866.81
300 9970	ATHLETICS						
2,617.97	492.88	60,991.38	100.00	76,814.74	13,205.39	3,902.50	17,107.89
300 9972	Cheerleaders						
0.00	1,667.65	11,382.34	0.00	3,817.98	7,564.36	0.00	7,564.36

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS.

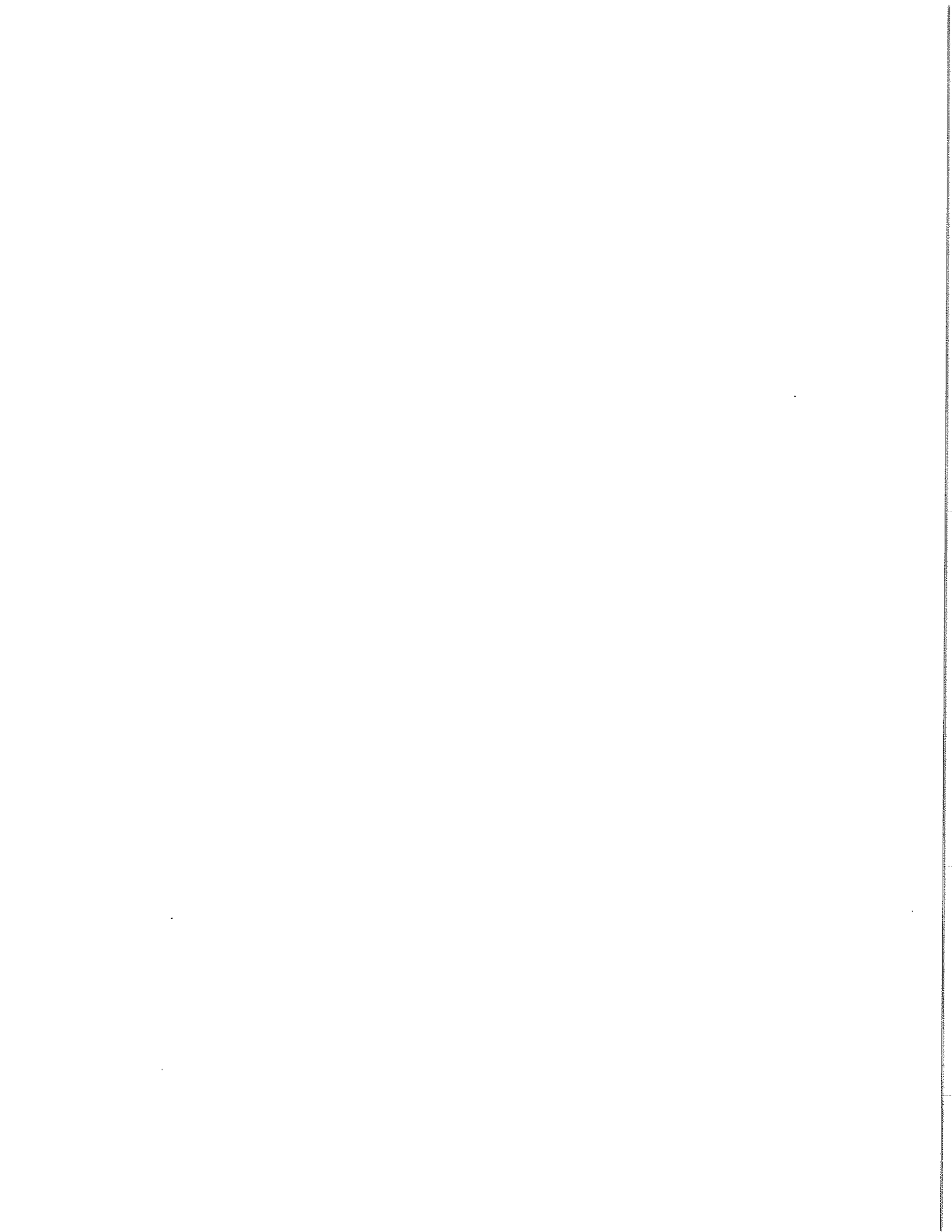
Date: 06/16/2017
Time: 2:31 pm

MCDONALD LOCAL SCHOOLS
Financial Report by Fund/SCC

Page: 3
(FINSUM)

Fund #	Fund Description	FYTD	MTD	FYTD	Current	Current	Unencumbered Bank
Begin Balance	MTD Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance Code
GRAND TOTALS:							
61,120.49	2,668.53	173,484.45	3,679.08	201,324.72	33,280.22	6,759.30	26,520.92

*** NOTE!! ONLY ACTIVE ACCOUNTS HAVE BEEN SELECTED, TOTALS MAY EXCLUDE AMOUNTS THAT ARE RELATED TO INACTIVE ACCOUNTS.





Ohio School Plan Proposal Summary

McDonald Local School District
Effective Date of Coverage: 7/1/2017

	<u>Benefit Limit</u>
Violence Coverage	
Member Aggregate	\$1,000,000
Violent Act	\$1,000,000
Death Benefit Aggregate	\$1,000,000
EMT Charges Aggregate	\$5,000
Medical Expense Aggregate	\$25,000
Travel Expenses Aggregate	\$25,000
Benefits payable to the Named Member as a result of a violent act	
Group Counseling – limited to 60 days after violent act	\$25,000
Extra Security – limited to 30 days after violent act	\$25,000
Substitute Teachers – limited to 30 days after violent act	\$25,000
Extra Transportation – limited to 30 days after violent act	\$10,000
Crisis Management Expenses – limited to 60 days after violent act	\$10,000
<i>Named Member is the entity shown on the Policy Declarations.</i>	
Benefits payable to a Covered Member as a result of a violent act	
Death Benefit – per Covered Member	\$25,000
EMT Charges – per Covered Member	\$1,000
Medical Expenses – per Covered Member (Excess of all other insurance, coverage or benefits available)	\$5,000
Travel Expenses – per Covered Member	\$5,000
<i>Covered Member means employees, graduate teaching assistants, student teachers, elected or appointed officials and students enrolled with the Named Member.</i>	

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.



Ohio School Plan Proposal Summary

McDonald Local School District
 Effective Date of Coverage: 7/1/2017

Cyber Coverage – Claims Made and Reported

	<u>Limit of Liability</u>
All Coverage Sections	
Policy Aggregate - All Plan Members Combined	\$20,000,000
Member Aggregate	\$1,000,000
First Party Coverage Sections	
Damage to Digital Assets	\$1,000,000
Non-Physical Business Interruption and Extra Expense	\$1,000,000
Cyber Extortion	\$1,000,000
Data Protection Reputational Harm	Not Covered
Computer Crime	\$1,000,000
Payment Card Industry Data Security Standards – Each Loss	\$100,000
Payment Card Industry Data Security Standards - All Losses for All Members Combined	\$1,000,000
Third Party Coverage Sections	
Privacy, Confidentiality and Security Liability	\$1,000,000
Regulation Defense, Awards and Fines	\$1,000,000
Customer Care and Reputational Expenses	\$1,000,000
Professional Indemnity	Not Covered
Multi-Media Indemnity	\$1,000,000
Deductible & Time Retention	
Deductible	\$100,000
Time Retention - Section I.B.	8 Hours
	7/1/2011

Retroactive Date

Defense Expenses and all other costs and expenses are part of, subject to, included within and do not increase the Member Aggregate or the Policy Aggregate - All Plan Members Combined.

The First Party and Third Party Coverage Section Limits of Liability displayed above are part of, subject to, included within and do not increase the Member Aggregate or the Policy Aggregate - All Members Combined.

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.



Ohio School Plan Proposal Summary

McDonald Local School District
 Effective Date of Coverage: 7/1/2017

	<u>Limit of Liability</u>
Pollution Coverage – Claims Made and Reported	
<i>Carrier: Ironshore Specialty Insurance Company</i>	
Pollution Liability – Policy Aggregate –All Members Combined	\$5,000,000
Pollution Liability – Member Aggregate	\$1,000,000
Coverage A – Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses	
Each Incident Limit	\$1,000,000
Coverage Aggregate Limit	\$1,000,000
Coverage B – First Party Remediation Expenses	\$1,000,000
Each Incident Limit	\$1,000,000
Coverage Aggregate Limit	\$1,000,000
Coverage C. - Emergency Response Expenses	\$1,000,000
Each Incident Limit	\$1,000,000
Coverage Aggregate Limit	\$1,000,000
Coverage D. - Business Interruption	\$1,000,000
Each Incident Limit	365
Number of Days Limit	
Coverage E. - Disinfection Event Expenses	\$10,000
Each Incident Limit	\$20,000
Coverage Aggregate Limit	
Deductibles & Time Retention	
Per Pollution Incident Deductible	\$25,000
Per Mold Matter or Legionella Incident Deductible	\$50,000
Per Underground Storage Tank Pollution Incident Deductible	\$500,000 or Excess of the Ohio UST Fund Limit(s) Whichever is Greater
Per Business Interruption/Extra Expense Incident – Time Retention	5 Days Waiting Period
Retroactive Date	7/1/2011

The following Locations have been endorsed to be excluded (or Reinstated).

Premises #	Building #	Address	Description	Date Excluded	Date Reinstated

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.



Defense Expenses and all other costs and expenses are part of, subject to, included within and do not increase the Pollution Liability - Member Aggregate or the Pollution Liability - Policy Aggregate - All Plan Members Combined.

The Coverage A., B., C., D. and E. Limits of Liability displayed above are part of, subject to, included within and do not increase the Member Aggregate or the Policy Aggregate - All Members Combined.

Coverage afforded by this policy shall apply in excess of and shall not contribute with any other such insurance.

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.



Premium Invoice

McDonald Local School District
Effective Date of Coverage: 7/1/2017

<u>Coverage</u>	<u>Premium</u>
OSP Liability	\$4,066
OSP Property	\$21,038
OSP Auto	\$2,248
OSP Pollution	\$ 268
OSP Cyber	\$ 268
OSP Violence	\$ 535
Total:	\$28,423

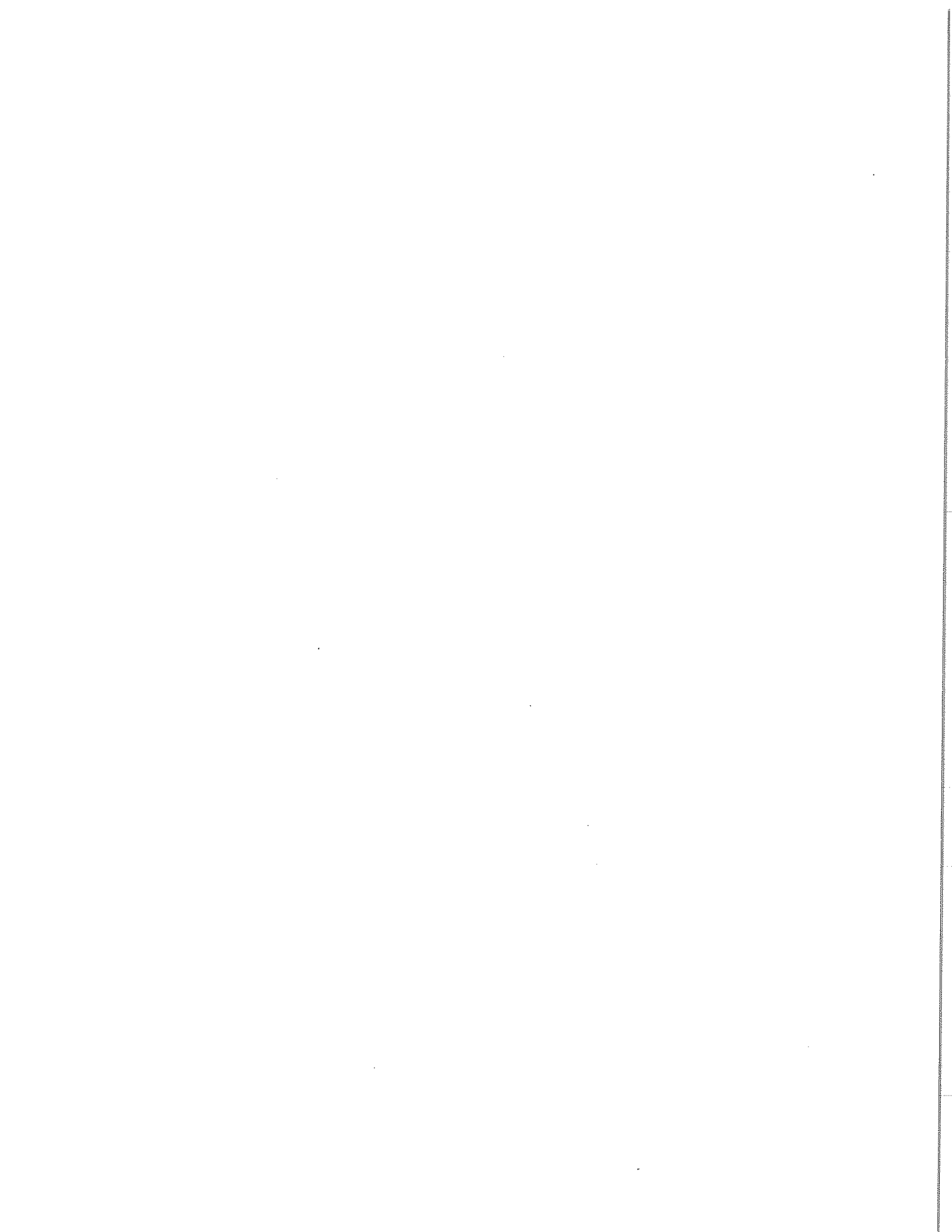
Notes

Premium includes Ohio School Plan's Risk Management Services

Checks or purchase orders for the total premium should be made payable and mailed along with Premium Invoice to:

Hylant Administrative Services, LLC
P.O. Box 2083
Toledo, Ohio 43603-2083

This proposal is being offered on the basis shown above and is a summary that is intended to outline general policy coverages and related limits. It does not necessarily provide the terms and/or coverages required in your application to us. These coverages may contain restrictions or exclusions, which were not a part of your previous coverage. This proposal is subject to the terms and conditions of the policy that will be issued if this proposal is accepted.





March 08, 2017

Group Retrospective Program Invitation

BWC Policy # 37852051

Mr. Bill Johnson
 McDonald L.S.D.
 600 Iowa Ave.
 McDonald, OH 44437

We are pleased to invite you to participate in the Group Retrospective (Retro) Rating Program for the 1/1/2018 to 12/31/2018 rate year. Your projected refund is:

Refund %:	41%
Annual Premium (Individual):	\$27,825
Annual Premium (Standard):	\$25,124
Net Premium Refund:	\$10,301
Final Individual Premium for Program Year:	\$17,524

In addition to this savings, you will also receive the highest level of experienced consultative services and assistance with claims management, hearing representation, safety, and unemployment representation. Our dedicated team members that specialize in public employer workers' compensation currently work with over 300 schools, cities, villages, townships, libraries, and state agencies - most of which are group rated, group retrospectively rated, individually retrospectively rated or self-insured.

Why Sheakley? Because, like you, our family owned business cares about the community in which we work and live. Also, we understand that with leadership comes social responsibility and is the ultimate measure of character. Our employees and business leaders are actively engaged in a variety of non-profit organizations like *Habitat for Humanity, United Way, Lighthouse Youth Services, Hoxworth Blood Center, Freestore Foodbank, and St. Joseph's Orphanage*. Also, through our partnership with the *Clermont Chamber of Commerce Work Readiness Program*, many of our team members provide guidance and *mentorship* to *Ohio high school students* as they prepare for entry into the work force.

TO ENROLL IN OUR PROGRAM, PLEASE SEE BELOW:

Complete and return all documents.

If you wish to participate in our Unemployment Program, please visit our website at www.sheakley.com/ClientAccess. Scroll down to Employers - Unemployment section to download the authorization form(s).

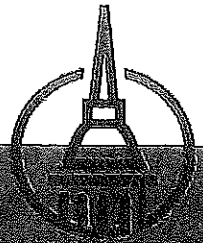
Enrollment Deadline: Friday July 28, 2017

Email: rating@sheakley.com

Fax: 877.292.0860 or 513.326.8088

Mail: Sheakley, Attention: Rating Team
 One Sheakley Way
 Cincinnati, OH 45246

We look forward to serving you and appreciate your trust in Sheakley. For questions or assistance, please contact a Sheakley Representative at 1-800-877-5055 or 513-326-4675 ext. 2090 or rating@sheakley.com.



GROUP RETROSPECTIVE RATING PROGRAM

Savings Projection for Rate Year 1/1/2018 to 12/31/2018
SHEAKLEY / Better Business Bureau of Central Ohio Inc
Prepared for: McDonald L.S.D.

BWC Policy # 37852051
Enrollment Deadline: Friday July 28, 2017

Group Retro is a performance based refund program in which participating employers pay their annual premiums as scheduled. The BWC will then conduct three (3) annual evaluations following the completion of the retro year to determine refund opportunities. Based on information available from the BWC at the time of this review, your projected refund for these three evaluations are:

Spring 2020	\$7,537
Spring 2021	\$1,759
Spring 2022	\$1,005

Annual Service Fee: \$ 459

- Payment is not due until you are invoiced by Sheakley.
- Includes group participation and workers' comp TPA services.
- For your convenience, this fee fulfills your sponsor membership requirement per BWC regulations.

PLEASE NOTE:

All participants must be in compliance with BWC guidelines:

- Maintain a current membership with the sponsoring organization.
- Any premium lapses in excess of 40 days may result in ineligibility from future program participation.
- Outstanding BWC balances may result in ineligibility for program participation.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees from another business entity or BWC policy, and/or succession imposed by the BWC.

FAQs

There are three evaluations of this group, is this a three year commitment?

No. Participation is for one rate year, and is reviewed annually for continued eligibility.

How do I know how the group is performing?

Sheakley will send you an annual update on the group's performance and any changes to the projected refund. Also, we will provide an annual premium analysis so you can be sure you stay in the best savings program. This tool will help you evaluate all options and determine if your situation has changed and another BWC savings opportunity would be better for your organization.

Why is there a chance I could pay an assessment?

Unlike Group Rating, which uses a "snapshot" of past claims to determine rates, the Group Retro program uses actual claims during the participation year. This means it is critical that all participants work with us to minimize the frequency and severity of any new claims to keep costs minimal. Each group retro program administrator files a maximum premium assessment tolerance with the BWC. The assessment for Sheakley's group is capped at **10%**, which means your maximum payment would be **\$2,512** paid over three years should circumstances beyond our control adversely impact the group. Because of this, Sheakley screens all applicants and only extends an offer to organizations that fit our conservative underwriting criteria.

Will my EMR be impacted if I join Group Retro?

Your EMR will be based on your individual experience and may change based on your policy history. Group Retro participation will not determine your individual EMR calculation.



Instructions

- Please print or type.
Return completed statement to the attention of the sponsoring organization you are joining.
The sponsoring organization's third-party administrator will submit this form.
If you have any questions, please call BWC at 614-466-6773.

NOTE: This application must be reviewed and approved by BWC's employers programs unit BEFORE it becomes effective.

Table with 4 columns: Employer name, Telephone number, BWC policy number, Address, City, State, Nine-digit ZIP code.

Group-retrospective-rating program enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retrospective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand only a BWC Group-Retrospective-Rating Program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the Cincinnati USA Regional Chamber sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2018.

I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative Sheakley UniService (currently as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the Group-Retrospective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time, I am no longer a member of the program, I understand I must file a Permanent Authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization. [X] Yes [] No

Better Business Bureau of Central Ohio
Name of sponsor or affiliate sponsor

104096
Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group-Retrospective-Rating Program, employers may not use or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Performance Rebate Program, \$15,000 Medical-Only Program or the Drug-Free Safety Program.

Certification

_____ certifies that he/she is the _____ of
(Officer name) (Title)

McDonald L.S.D., the employer referred to above, and
(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

_____ (Date)
(Officer signature)



Better Business Bureau of Central Ohio Inc
Group Retrospective Rating Agreement of Participation and Consent

Page 1 of 2

Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to McDonald L.S.D. ("Participant"), located at 600 Iowa Ave. McDonald, OH 44437, which includes enrollment into the Better Business Bureau of Central Ohio Inc ("BBB") Group Retrospective Program ("Program") for the Program year January 1, 2018 to December 31, 2018, as well as administrative services for the same period, and is subject to renewal as stated hereafter:

Said services consist of:

1. Filing of the completed Employer Statement for Group Retrospective Rating (BWC Form U-153) and the Sponsoring Organization's Application for Group Retrospective Rating Plan (BWC Form U-151);
2. Providing regional seminars on industry topics related to health and safety services, claims management, and actuarial analysis. It is mutually understood that all locations, dates, times, and availability will be at the sole discretion of Sheakley.
3. Providing consultation and representation to Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on all actuarial and claims management matters.
4. Supplying the Participant with consultation on matters as they relate to workplace safety, as deemed necessary by Sheakley for the Participant's enrollment into the Program.
5. Providing Participant with progress reports as they relate to claims management and rate determinations upon request of the Participant. Sheakley will make every effort to provide reports, as requested, however the Participant's access to these reports is limited to availability by Sheakley.

All services are subject to current and future administrative, state, and federal rules and regulations as they may be amended periodically by the State of Ohio, the Ohio Bureau of Workers' Compensation ("BWC"), and the Industrial Commission of Ohio, including those that prohibit the practice of law by non-attorneys. The parties agree this Agreement shall be construed according to the laws of the State of Ohio. The provisions of this Agreement are severable, and if any part of it is found unenforceable, the remaining parts shall remain fully valid and enforceable. It is understood that being a lay company, Sheakley can not, and will not, perform any functions before the BWC or Industrial Commission that may be construed or interpreted as the practice of law. As permitted, Sheakley will assist in the administrative work incident to the filing of claims and appeals. By signing this Agreement, the undersigned grants Sheakley the authority to execute and endorse, on behalf of the Participant, any documents related to the administration of their program, including but not limited to the filing of appeals, waivers of appeal, motions, request for reconsideration, or any other document which may be necessary to comply with the obligations of this Agreement.

Participant confirms and agrees that it is a member in good standing with BBB and is compliant with the following BWC Rules and Regulations; has not had a lapse in coverage exceeding 40 days; if entered into a partial payment agreement with the BWC, must be current on payment schedule; cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and cannot participate in any other Group Retrospective Rating Program, Group Rating Program, Individual Retrospective Rating, \$15,000 Medical Only Program, Deductible Program, One Claim Program, or Drug Free Safety Program during said Program year. In addition, it is mutually understood that Participant will continue to maintain active workers' compensation coverage during the term of this Agreement and is solely responsible for all BWC premium payments due, including assessments, or any other monies due to the BWC. Both Sheakley and the BBB are held harmless from any such liability, regardless of the nature in which the additional assessments, or premium payments, are determined.

Participant further agrees that is not a Professional Employer Organization/Leasing Company ("PEO") nor has a relationship with a PEO, and will refrain from acting as, or entering into a relationship with, a PEO during term of this Agreement. Further, the Participant agrees that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group at the time of enrollment. In the event that the Participant enters into a merger, acquisition, or business reorganization at any time following the enrollment date, Participant agrees to obtain approval by Sheakley for any subsequent merger, acquisition, or business reorganization associated with the group retrospective rated policy identified in this Agreement prior to said merger, acquisition, or business reorganization. In the event that Participant fails to obtain Sheakley's approval, Sheakley reserves the right to demand that all applicable policies for the Participant be removed from the Group. Failure to disclose this information, or incorrect information, may result in the assessment of additional service fees and/or monetary penalties and assessments against Participant. The amount of such assessments shall be determined by Sheakley, in its discretion and with approval from BBB considering the impact of the additional administrative work and group costs.

Participant agrees to pay, as invoiced, prior to registration in the Program, an annual enrollment/administrative service fee which has been jointly approved by BBB and Sheakley. Participant acknowledges that said fee is subject to change annually and that payment of this enrollment/administrative service fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for participation in the Program, or the BBB and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement.

The Program will seek, through Sheakley and BBB, to improve safety, accident prevention and claims handling for Participant; and Participant agrees to participate in and cooperate with such programs as a condition of enrollment and continued participation. It is also recommended that Participant attends regionally held safety/claims management seminars at a minimum of one time annually.

Better Business Bureau of Central Ohio Inc
Group Retrospective Rating Agreement of Participation and Consent

Page 2 of 2

Participant agrees that if Sheakley and/or BBB recommend at any time that certain action be undertaken by Participant with respect to a claim or risk which could adversely impact the group, including but not limited to settlement of a claim, contesting a claim, payment of wages in lieu of compensation, or engagement of counsel, and if Participant refuses or fails to take such action, or comply with all requirements as outlined in this Agreement, BBB and/or Sheakley may take such refusal or failure into account and may thereafter exclude Participant from the Program on such basis.

Participant hereby agrees to release and hold harmless BBB, Sheakley, and their members, officers, directors, employees and agents, from and against all claims, liabilities, demands, obligations, costs or expenses, of any nature and whether known or unknown, arising out of or connected in any way to (a) the decision of BBB or Sheakley to offer the Program, (b) Participant's contribution, premium, premium refunds, premium assessments, or distribution levels, (c) any questions of workers' compensation coverage or lapse of coverage, (d) any termination of Participant's involvement in the Program, (e) any abandonment or failure to apply or qualify for group retrospective rating status in any year, and (f) any decision by BBB, Sheakley, or the BWC regarding an applicant's eligibility to participate in the Program. Participants' eligibility for participation is defined by requirements demonstrated in this agreement, as well as other contributing factors, and is at the sole discretion of BBB and Sheakley. Participant's certification of any claim, or condition in any claim, shall release Sheakley of any further obligation of said claim. Sheakley may provide further management of said claim, as it sees fit, and at its sole discretion.

Participant acknowledges, represents and agrees that neither BBB, Sheakley, nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Retrospective Rating is a performance based, incentive program designed to reward participants that are able to keep their claims cost below a predetermined level and is not a guaranteed savings program. Further, Participant acknowledges and accepts that all participants of the Program may incur additional premium assessments for up to three years proceeding the Program year in the event that the group as a whole realizes actual claim costs that exceed BWC predetermined levels for the Program year.

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2018 to December 31, 2018. Participant acknowledges and agrees BBB shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of BBB and Sheakley.

Participant acknowledges that Sheakley is not a managed care organization and is not acting as such.

It is understood that this Agreement supersedes any prior Group Retrospective Rating Agreement, both written and verbal, between said parties and can only be modified by the introduction of a new Group Retrospective Rating Agreement, which has been mutually agreed to and executed by both parties.

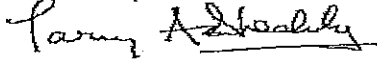
In the event that Participant becomes ineligible to participate in subsequent Group Retrospective Rating Program years, the aforementioned enumerated services will continue to be performed until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this agreement.

In WITNESS WHEREOF, the parties have executed the Agreement on the _____ day of _____, 20_____

Better Business Bureau of Central Ohio Inc

By 

Title President

Sheakley 

Title CEO

Applicant/Participant: **McDonald L.S.D.**

By _____
(signature)

Title _____

Employer Policy No. 37852051

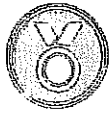
Email johnb@mcdonald.k12.oh.us



17-623787

*** Please verify the above policy number is correct.

Why Sheakley?



PROVEN PERFORMANCE

Founded in 1963, we are now more than 50 years strong! As a privately held company, clients know that we answer to them, not shareholders. Our service delivery is not "one size fits all", but rather is **customized to each customer's needs, depending on their employee count and industry, and is designed to maximize premium savings opportunities.**

- ▮ Currently we represent more than 13,000 private state-funded employers, with more than 500 of those having premiums greater than \$100k.
- ▮ We also represent nearly 300 public employers and state agencies, with nearly 50 of those having premium greater than \$100k.
- ▮ We have enrolled over 92% of our clients in BWC's group rating or group retrospective rating programs.
- ▮ Over the last 10 years, our team has worked with 19 large employers enrolled in the BWC's individual retrospective rating program (in 2015 there were 64 individually retrospective rated employers in Ohio) and more than 30 employers that we helped transition to self-insurance.



SERVICE TEAMS BUILT FOR RESULTS

Our teams are designed to leverage specialized skills needed to maximize results in all aspects of claims management, from initial claim filing through adjudication, return to work, assistance with subrogation and settlement.

- ▮ Accuracy and timeliness are achieved through **documented claim handling standards and automated work flow best practices.**
- ▮ Hearings are attended by in-house attorneys and Hearing Representatives with up to 36 years of experience.
- ▮ Seven Operations Managers provide oversight and quality control through regular file audits.
- ▮ On-staff software developers allow for **customized reporting to fit your business needs** at no additional charge.
- ▮ Our software system, used by national insurance carriers and large self-insureds, allows for complete transparency of our actions by providing 24 hour on-line access to claims management activities.
- ▮ Over the last 5 years, our teams have been **ranked one of highest in the state for the number of settled claims and successful applications for reimbursement of pre-existing handicap conditions (ex: arthritis and diabetes).**



Sheakley
THE HUMAN
RESOURCES PEOPLE

800.877.5055 | Sheakley.com



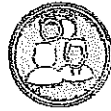
*It is our vision
to be the most respected
provider of human
resources and risk
management solutions.
We work every day
to make this true,
one client at a time.*



IMPROVED WORKPLACE SAFETY STANDARDS

As a client, you get **priority access to consultation and training from safety experts**, led by our Operations Manager who has more than 20 years of experience, including:

- Experienced Drug Free Safety Program education, development and implementation by our team that has trained nearly 500 employers and 10,000 employees annually.
- OSHA, DOT and PERRP consultation, records assistance and compliance training.
- Policy review and development.
- Bundled on-site safety consultation and training packages available through Sheakley Advantage.
- On-site risk assessment and accident analysis.
- Web-based, regional and on-site occupational safety training.
- On-site CPR & First Aid training.



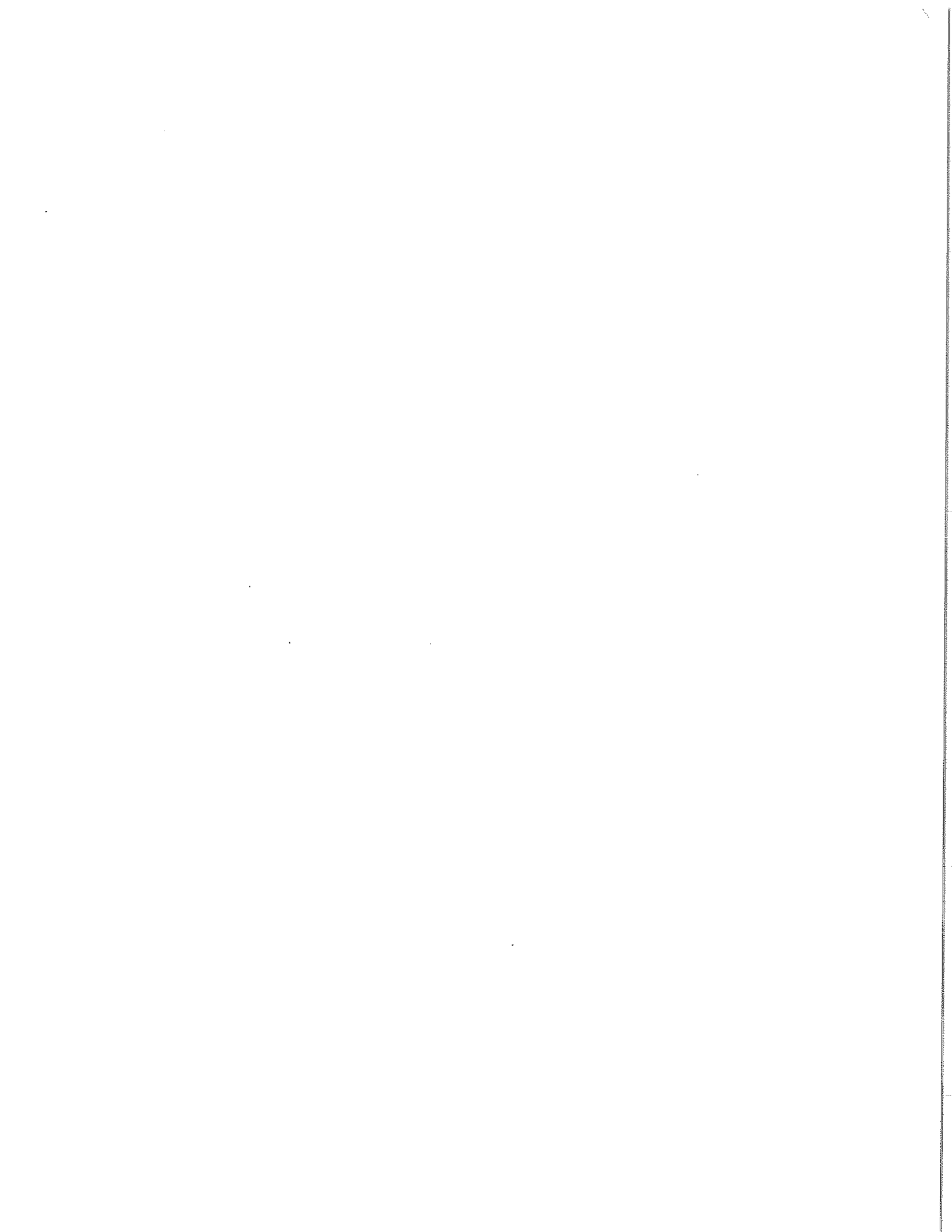
SOLUTIONS BEYOND WORKERS' COMPENSATION

Unlike many of our competitors, we pride ourselves on being the "human resource people", rather than just the "workers' compensation people". **Our services provide our clients with the opportunity to save significant time and money through our outsourcing solutions, including:**

- Human resource management.
- Workers' compensation claims and rate management.
- Unemployment claims and tax management.
- Employee benefit management.
- Payroll administration.



800.877.5055 | Sheakley.com



Natural Gas Sales Agreement, Gasearch, LLC
24 MONTH

THIS AGREEMENT made and entered into this **JUNE 12, 2017** by and between Gasearch, LLC, 4991 Belmont Ave., Youngstown, OH 44505 hereinafter referred to as "Seller" and Mc Donald School District, hereinafter referred to as "Buyer", 600 Iowa Ave., Mc Donald, Ohio 44437-1677. The Buyer is a customer of Dominion East Ohio Gas Company, hereinafter referred to as "DEOG".

AGREEMENT. Subject to Seller's acceptance of this Agreement and acceptance by DEOG, Seller shall sell and deliver 100 % of Buyer's natural gas requirements to Buyer's facility, and Buyer shall receive and purchase 100% of its gas requirements from Seller. If Buyer chooses another supplier during the term of this Agreement, the Buyer will be responsible for paying Seller for liquidated damages on any volumes secured by Seller on the Buyer's behalf and not purchased by the Buyer. DEOG is the local distribution company through which the natural gas will be transported to the Buyer's facility.

BILLING AND PAYMENT. DEOG will send a single monthly bill that will include DEOG's transportation charges and any taxes and/or fees assessed by DEOG, and Seller's natural gas rate of **\$3.28/MCF** and applicable sales tax. If the Buyer is tax exempt, it is the responsibility of the Buyer to provide Seller with an Ohio tax exemption certificate, as filed with the Ohio Dept. of Taxation. Failure to make payment subjects Buyer to disconnection and termination of this agreement by DEOG, and any termination costs per DEOG's tariffs, as well as any charges associated with the Seller, per this agreement. Such termination does not relieve Buyer of any obligation to the Seller for natural gas delivered to the Buyer. Seller may assess a finance charge of one and one-half percent (1.5%) per month on all unpaid invoices, upon DEOG's termination of service, and early termination penalties will apply. Buyer may request, free of charge, up to twenty-four months of payment history for services rendered by seller.

RESCISION PERIOD. DEOG will send Buyer a written notice confirming Buyer's decision to enroll with Seller. Buyer has the right to cancel this Agreement without penalty within seven (7) business days after the postmark on the DEOG enrollment confirmation notice by contacting DEOG at 800-362-7557 or in writing.

TERM OF AGREEMENT. The term of this Agreement shall be effective from your August 2017 Dominion East Ohio billing cycle through the July 2019 Dominion billing cycle. Seller will notify buyer by mail, in accordance with the Public Utilities of Ohio regulations, of renewal terms and conditions. Unless cancelled by the Buyer or Seller, contract will renew at Seller's current market price, and will remain in effect for another year.

If Buyer terminates this agreement prior to the stated expiration date, the following penalty shall be assessed: If the contract price is lower than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120% , a penalty of \$50.00 (fifty dollars) will be assessed. If the contract price is higher than the average of the NYMEX (New York Mercantile Exchange) natural gas futures values for the applicable remaining months times 120%, the penalty shall be; the contract price MINUS the average of the NYMEX natural gas futures values for the applicable remaining months times 120% then multiplied by the anticipated contracted volume as stated in the Burnertip Volumes.

FORCE MAJEURE. Seller will not be responsible for supplying natural gas to Buyer in the event of circumstances beyond its control such as events of "force Majeure", acts of God, including but not limited to acts of terrorism and orders, rules, regulations or acts of any court of governmental authority, labor disputes or problems, required maintenance work, or inability to access the local distribution system. Except with regard to an obligation to make payments under the Agreement, neither Party shall be considered to be in default in the performance of any obligations under this Agreement when a failure of performance shall be due to Force Majeure.

BURNERTIP VOLUMES: See Exhibit A for individual facility information.

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
1285	1896	1076	1006	359	250	188	141	147	453	510	1222	8535

TERMINATION/TRANSFER. If Buyer's service location is not situated within DEOG's service area this contract shall be automatically terminated with no penalty. If Buyer relocates within the DEOG service area, this agreement will continue at the new service location. Buyer agrees to advise Seller of relocation, and authorizes DEOG to provide Seller with account number and meter number of new location. If Buyer voluntarily returns to DEOG sales service after choosing a natural gas supplier, Buyer may be charged a price other than DEOG's regulated sales service rate. Switching fees may apply per DEOG's tariff.

GASEARCH CONTACT INFORMATION. If Buyer has questions regarding or disagrees with the natural gas commodity portion of their bill, they can contact Seller's customer service at 888-764-7171 (toll free) between the hours of 9:00 a.m. and 4:00 p.m. EST (hours subject to change without notice), or by mail at: 4991 Belmont Ave., Youngstown, OH 44505, or fax: 330-270-1205, or at www.Gasearch.net.

EMERGENCY CONTACT. In the event of an emergency such as a gas odor, fire, or explosion, contact Dominion East Ohio Gas Company at 800-362-7557.

DISPUTE RESOLUTION. Gasearch makes every effort to settle Buyer disputes, however, in the event that a complaint is not resolved, or for general utility information, the Buyer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

PRIVACY. Seller will not release, without Buyer's written or electronic authorization, or where release is required by court order or by commission order or rule, DEOG account or meter numbers, except for operation or maintenance. Buyer's social security number (if given) shall not be disclosed without affirmative written consent or pursuant to a court order or commission order or rule.

BILL JOHNSON, MCDONALD SCHOOLS

SELLER: GASEARCH, LLC

Buyer (Print): X William A Johnson

Sign: X 

BY: _____

**** Please Email to wensor@gasearch.net or fax to 330.270.1205 ****

OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

Natural Gas Sales Agreement, Gasearch, LLC
24 MONTH

EXHIBIT A

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
875	1388	550	694	200	100	50	0	10	270	320	850	5307

MCDONALD SCHOOL DISTRICT ACCOUNT # 2420200057527
600 IOWA AVE. MCDONALD OHIO 44437-1677

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
410	508	526	312	159	150	138	141	137	183	190	372	3226

MCDONALD ELEMENTARY SCHOOL ACCOUNT # 1500012052571
410 W 7TH ST. MCDONALD OHIO 44437-1606

Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
.2	.2	0	0	0	0	0	.4	.4	.4	.6	.6	2.8

MCDONALD BD OF ED/STADIU ACCOUNT # 0420200276591
600 IOWA AVE. MCDONALD OHIO 44437-1677

****Please Email to wensor@gasearch.net or fax to 330.270.1205 ****

OFFICE USE:

DEOG Account Number : Listed on Exhibit A

Sales Tax: EXEMPT

The Board of Education of McDonald Local School District, Ohio, met in regular session on June 21, 2017, commencing at 7:00 p.m., in the McDonald High School Library, 600 Iowa Avenue, McDonald, Ohio, with the following members present:

Thomas Hannon

Jody Klase

Wendy Higgins

Joseph Cappuzzello

John Saganich

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Mr. Hannon moved the adoption of the following Resolution:

RESOLUTION NO. 17- 156

A RESOLUTION DETERMINING TO SUBMIT TO THE ELECTORS OF THE SCHOOL DISTRICT THE QUESTION OF RENEWING ALL OF AN EXISTING TAX LEVY PURSUANT TO SECTIONS 5705.194 TO 5705.197 OF THE REVISED CODE.

WHEREAS, at an election on May 7, 2013, the electors of the School District approved the renewal of all of an existing tax levy in excess of the ten-mill limitation in order to raise the amount of \$200,147 each calendar year for a period of five years for the purpose of avoiding an operating deficit, the last collection of which will occur in calendar year 2018; and

WHEREAS, this Board has determined that the continuation of the collection of that tax for an additional period of 10 years is necessary for the proper operation of the schools of the School District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of McDonald Local School District, County of Trumbull, Ohio, that:

Section 1. Board Declarations. This Board finds, determines and declares that the revenue which that be raised by all tax levies which this Board is authorized to impose, when combined with state and federal revenues available to this Board, will be insufficient to provide for the emergency requirements of the School District, and that it is therefore necessary to levy a tax in excess of the ten-mill limitation in order to raise the amount of \$200,147 each year for a period of 10 years for that purpose.

Section 2. Submission of Question to Electors. Pursuant to Sections 5705.194 to 5705.197 of the Revised Code, there shall be submitted to the electors of the School District at an election to be held on November 7, 2017, the question of renewing all of an existing tax levy in excess of the ten-mill limitation, in order to raise \$200,147 each year, for a period of 10 years (commencing with a levy on the tax list and duplicate for the year 2018 to be first distributed to this Board in calendar year 2019), for the purpose of providing for the emergency requirements of the School District (Section 5705.194 of the Revised Code provides that notwithstanding the original purpose of any existing levy to be in any single renewal levy, the purpose of the renewal levy may be either to "avoid an operating deficit" or "to provide for the emergency requirements of the school district"), at the annual tax rate necessary to raise that amount.

Section 3. Certification and Delivery of Resolution to County Auditor. The Treasurer is directed to certify immediately a copy of this Resolution to the Trumbull County Auditor and the County Auditor is requested to certify to this Board the School District's total current tax valuation and the County Auditor's calculation of the annual levy, expressed in dollars and cents for each one hundred dollars of valuation, as well as in mills for each one dollar of valuation, throughout the life of the levy which will be required to produce the annual amount set forth above, assuming that the amount of the tax list of the School District remains the same throughout the life of the levy as the amount of the tax list for the current year (or, if that amount is not determined, the estimated amount of that tax list submitted by the County Auditor to the County Budget Commission).

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof.

Section 6. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Mrs. Klase seconded the motion.

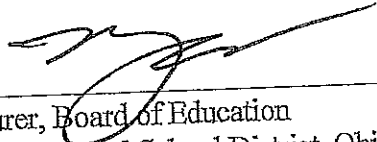
Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:

- Mr. Hannon Yes
- Mrs. Klase Yes
- Mr. Cappuzzello Yes
- Mrs. Higgins Yes
- Mr. Saganich Yes

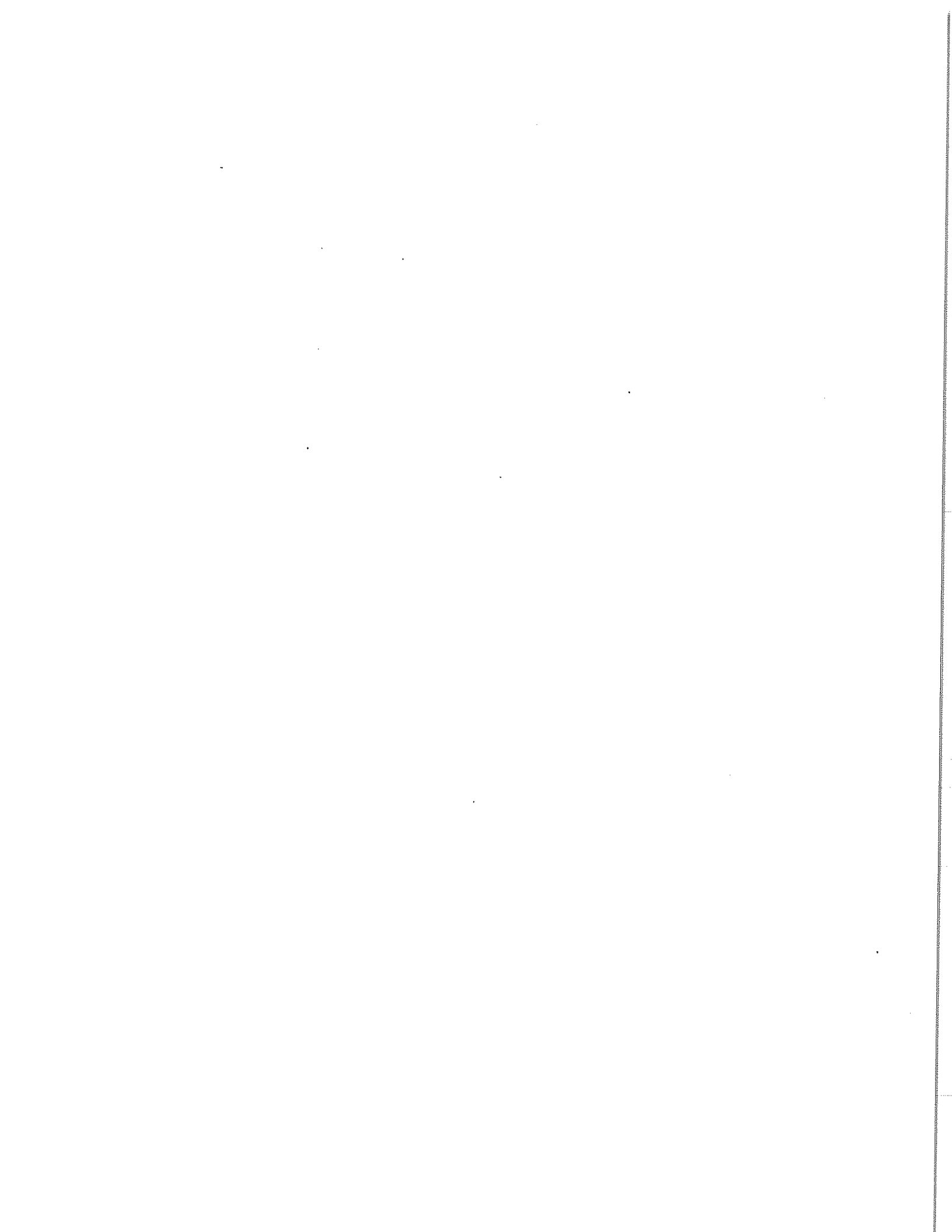
TREASURER'S CERTIFICATION

The above is a true and correct extract from the minutes of a regular meeting of the Board of Education of McDonald Local School District, Ohio, held on June 21, 2017, commencing at 7:00 p.m., in the McDonald High School Library, 600 Iowa Avenue, McDonald, Ohio, showing the adoption of the Resolution hereinabove set forth.

Dated: June 21, 2017



Treasurer, Board of Education
McDonald Local School District, Ohio



BULLYING, HARASSMENT, INTIMIDATION AND VIOLENCE

The prohibition against hazing, violence, harassment, intimidation or bullying is publicized in the student handbook and in the McDonald Board of Education policy manual.

Hazing, bullying behavior and/or violence by any student/school personnel in the District is strictly prohibited, and such conduct may result in disciplinary action, up to and including suspension and/or expulsion from school. Hazing, bullying and violence means any intentional written, verbal, graphic or physical acts, including electronically transmitted acts, either overt or covert, by a student or group of students toward other students/school personnel with the intent to haze, harass, intimidate, injure, threaten, ridicule or humiliate. Such behaviors are prohibited on or immediately adjacent to school grounds, at any school-sponsored activity; in any District publication; through the use of any District-owned or operated communication tools, including but not limited to District email accounts and/or computers; on school-provided transportation or at any official school bus stop. While the majority of these issues may occur "on school property", or "at school events", it should be noted that discipline involving bullying may also include where the bullying originates as well as where it is communicated. If the act of bullying occurs off school property/during non-school hours, it may still result in school discipline if there is a disruption in the learning environment in the school setting.

Hazing, bullying and/or violence can include many different behaviors. Examples of conduct that could constitute prohibited behaviors include, but are not limited to:

1. physical violence and/or attacks;
2. threats, taunts and intimidation through words and/or gestures;
3. extortion, damage or stealing of money and/or possessions;
4. exclusion from the peer group or spreading rumors;
5. repetitive and hostile behavior with the intent to harm others through the use of information and communication technologies and other Web-based/online sites (also known as "cyberbullying"), such as the following:
 - A. posting slurs on websites, social networking sites, blogs or personal online journals;
 - B. sending abusive or threatening emails, website postings or instant messages;
 - C. using camera phones to take embarrassing photographs or videos of students and/or distributing or posting the photos or videos online and
 - D. using websites, social networking sites, blogs or personal online journals, emails or instant messages to circulate gossip and rumors to other students.
6. excluding others from an online group by falsely reporting them for inappropriate language to Internet service providers.

In evaluating whether conduct constitutes hazing or bullying, special attention is paid to the words chosen or the actions taken, whether such conduct occurred in front of others or was communicated to others, how the perpetrator interacted with the victim and the motivation, either admitted or appropriately inferred.

Complaints

1. Formal Complaints

Students and/or their parents or guardians may file reports regarding suspected hazing, harassment, intimidation, and bullying and violence. The reports should be written. Such written reports must be reasonably specific including person(s) involved; number of times and places of the alleged conduct; the target of suspected harassment, intimidation and/or bullying and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator. They are promptly forwarded to the building principal/designee for review and action.

2. Informal Complaints

Students, parents or guardians and school personnel may make informal complaints of conduct that they consider to be harassment, intimidation and/or bullying by verbal report to a teacher, school administrator or other school personnel. Such informal complaints must be reasonably specific as to the actions giving rise to the suspicion of hazing, harassment, intimidation and/or bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior(s) and the names of any potential student or staff witness. The school staff member or administrator who receives the informal complaint promptly documents the complaint in writing, including the above information. This written report by the school staff member and/or administrator is promptly forwarded to the building principal/designee for review and action.

3. Anonymous Complaints

Students who make informal complaints as set forth above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint. The anonymous complaint is reviewed and reasonable action is taken to address the situation, to the extent such action (1) does not disclose the source of the complaint, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of hazing, bullying and/or violence.

4. False Complaints

Students are prohibited from deliberately making false complaints of harassment, intimidation or bullying. Students found responsible for deliberately making false reports of harassment, intimidation or bullying may be subject to a full range of disciplinary consequences.

Disciplinary Interventions

When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints that are not otherwise verified, however, cannot provide the basis for disciplinary action.

In and out-of-school suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation.

Expulsion may be imposed only after a hearing before the Board, a committee of the Board or an impartial hearing officer designated by the Board in accordance with Board policy. This consequence is reserved for serious incidents of harassment, intimidation or bullying and/or when past interventions have not been successful in eliminating prohibited behaviors.

Allegations of criminal misconduct are reported to law enforcement, and suspected child abuse is reported to Child Protective Services, per required time lines.

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (this "Agreement") is effective May 1, 2017 (the "Effective Date"), even though signed on a date or dates other than the Effective Date, by and between the VILLAGE OF McDONALD, OHIO, an Ohio municipal corporation (the "Village") and the McDONALD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, a public school district organized and existing pursuant to Ohio law (the "District"). The Village and the District may hereinafter be referred to collectively as the "parties" and individually as a "party."

BACKGROUND

The District desires to use the Village's facilities for the District's recreational, educational, extracurricular, athletic and other school-related programs and activities. The Village, for the benefit of its residents, who are also students, parents of students and faculty at the McDonald Local Schools, desires to permit the District to use the Village's facilities. At regularly scheduled meetings, the Village, by and through its Council, and the District, by and through its Board of Education, respectively, approved the entering into of this Agreement. Now, therefore, in consideration of the foregoing premises and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties, the parties agree as follows:

ARTICLE I USE AND OCCUPANCY

1.1 District Use of Facilities. The Village permits the District to have nonexclusive use of the Village's facilities described in Exhibit A attached hereto and incorporated herein (hereinafter the "Facilities") for the purposes of providing, conducting, and supervising recreational, educational, extracurricular, athletic and other school-related programs and activities (the "District Use"). The District Use of the Facilities is subject to and shall not interfere with the Village's use of the Facilities and is limited to the dates and times agreed to by the parties.

1.2 Fees. Except as otherwise set forth herein, the Village will not charge the District a rental, lease or other fee for the District Use.

1.3 Scheduling of Activities. Promptly upon receipt of schedules for Ohio High School Athletic Association events and otherwise on a periodic basis, the District will submit to the Village in writing a list of dates, times and descriptions of proposed events for the District Use. The parties shall thereafter confer or meet at mutually agreeable dates and times to develop and, if needed, revise the schedule of dates, times, and events for the District Use. For these purposes, the Village Administrator or his/her designee will be the Village's representative and the District Superintendent or his/her designee will be the District's representative. Each party shall have the right to request a meeting to discuss any necessary revisions to the District Use schedule. Notwithstanding anything herein to the contrary, the Village has the right to preempt the District Use with reasonable, advance notice to the District.

1.4 Safety of Users/Responsibility for Staffing the Facilities. Except as otherwise set forth herein, the District is responsible for the safety of all Users present at the Facilities for the District Use. The District is also responsible for the staffing of the Facilities, if needed, for the District

Use. As used herein, the term "User" shall mean any student of either the District or another school district or any employee, agent or representative of either the District or another school district participating in, coaching at, working at or supervising a District Use event, or any other person present at the Facilities as a spectator of or attendee of a District Use event.

1.5 Rules and Regulations. The District shall be responsible for all Users complying with all rules, regulations and security measures adopted, posted or required by the Village for use of the Facilities.

ARTICLE II TERM OF AGREEMENT

2.1 Term. The initial term of this Agreement shall be for one (1) year from May 1, 2017 to April 30, 2018. Provided the District is not in default, the District shall have the right to extend the term of this Agreement annually by providing written notice to the Village no later than sixty (60) days prior to the expiration of the initial term or any extension term.

2.2 Expiration of Term. In addition to any other rights of termination set forth herein, this Agreement shall terminate upon expiration of the initial term without extension thereof or upon expiration of any extension term without additional extensions ("Expiration"). Notwithstanding any other provisions of this Agreement to the contrary, the Village may terminate this Agreement prior to the Expiration with one hundred twenty (120) days advance, written notice to the District if the Village's Council, in its sole discretion, decides to terminate this Agreement.

2.3 Keys. Upon Expiration or earlier termination of this Agreement, the District shall return to the Village all keys in the District's possession for control of all doors or other locked or secured areas in the Facilities.

ARTICLE III COSTS AND OTHER OBLIGATIONS

3.1 Furnishings, Equipment, and Supplies. Upon the advance request of the District, the Village may, but is not obligated to, allow the District to use the Village's furnishings, equipment, and supplies for the District Use.

3.2 Cleaning/Maintenance/Improvements

(a) After the conclusion of each District Use event, the District shall immediately thereafter (i) perform or cause to be performed any necessary cleaning of the Facilities and (ii) return and restore the Facilities to their condition prior to each District Use event. If the District fails to perform such services to the satisfaction of the Village, in its sole discretion, the Village shall have the right, without notice to the District, to perform or cause to be performed such services and charge the District for all costs and expenses incurred. The District shall reimburse the Village for all such costs and expenses within thirty (30) days after the Village's written request for reimbursement.

(b) Except as otherwise set forth herein, the Village shall be responsible for performing all routine maintenance, repairs, and cleaning of the Facilities. If the District requests the

Village to perform any additional or extra work, services or labor concerning the Facilities, the Village reserves the right, in its sole discretion, to charge the District for any labor and material costs and expenses incurred. The District shall reimburse the Village for all such costs and expenses within thirty (30) days after the Village's written request for reimbursement.

(c) The Village shall be responsible for and shall pay for the cost of any capital improvements to the Facilities, which shall be performed at the Village's sole discretion.

3.3 Responsibility for Damage. The District shall be responsible for the repair of any damage to the Facilities due to, as a result of, or caused by the District, its Users, or the District Use. The repairs shall restore the Facilities to their condition prior to such damage. If the District fails to repair the Facilities to the satisfaction of the Village, in its sole discretion, the Village shall have the right, without notice to the District, to perform or cause to be performed the repairs and charge the District for all costs and expenses incurred. The District shall reimburse the Village for all such costs and expenses within thirty (30) days after the Village's written request for reimbursement.

ARTICLE IV INDEMNIFICATION

The District shall indemnify, hold harmless, save, defend and bear the costs of defending the Village, together with its elected officials, appointed officials, employees, volunteers, and agents, from, against and with respect to any and all injury, death, damage, loss, expense (including, but not limited to, any court costs, litigation expenses, and reasonable attorney fees), action, suit, proceeding, demand, or judgment (collectively, "Losses") to or against the Village, up to a maximum of Ten Thousand Dollars (\$10,000.00) for each year (May 1 to April 30) that this Agreement is in effect, arising out of or in connection with the District Use or from the District's breach or nonperformance of any of its covenants or agreements contained in this Agreement; provided, however, that the District shall not be obligated to indemnify the Village for any Losses arising out of, in connection with or relating to any (a) intentional act or gross negligence of the Village or (b) breach or nonperformance by the Village of any of its covenants or agreements contained in this Agreement. The District's obligations hereunder are in addition to any insurance coverage provided by the District in Article V.

ARTICLE V INSURANCE

5.1 Liability Insurance Policy. The District shall, at its own cost and expense, maintain for the term of this Agreement a policy of general liability insurance providing coverage on an occurrence basis with a limit of no less than One Million Dollars (\$1,000,000) per occurrence covering claims for bodily injury, including death, property damage, and damages that may arise out of or result from the District Use. The District insurance policy will be primary insurance for the District Use and name the Village as additional insured. The Village shall have the right of reasonable approval over the District insurance policy; provided, however, that the Village hereby approves the current insurance coverage maintained by the District with the District's current insurer and that the continued maintenance by the District of such coverage with such insurer, without any change, amendment, or alteration changing either the limits or scope of coverage, satisfy the approval

requirements of this Section 5.1. Upon execution of this Agreement, the District shall provide to the Village a copy of its insurance policy or insuring agreement required hereunder and a Certificate evidencing coverage, naming the Village as an additional insured, and requiring written notice to the Village not later than thirty (30) days prior to cancellation, termination, or expiration of coverage without renewal. The Certificate evidencing coverage shall be renewed and provided to the Village annually upon the renewal of the term.

5.2 Reconstruction, Replacement, or Repair. The Village shall maintain, at its own cost and expense, for the term of this Agreement, property casualty coverage on the Facilities with limits decided by the Village in its sole discretion. If all or any portion of the Facilities is destroyed or damaged, the Village shall be entitled to retain all insurance proceeds related thereto. Notwithstanding the foregoing, the Village, in its sole discretion, will decide whether to rebuild or restore any portion of the Facilities destroyed or damaged and if said portion of the Facilities is neither rebuilt nor restored, the District Use related thereto shall terminate.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Early Termination. The Village may terminate this Agreement, for cause, thirty (30) days after written notice to the District. Termination for cause shall be effective upon the thirty-first (31st) day following the giving of such notice unless: (i) the District has cured the default and provided evidence of such cure to the Village within the specified thirty (30) day period or (ii) prior to the expiration of the specified thirty (30) day period, the District provides reasonable evidence to Village that the District is making reasonable efforts to effect such cure within the thirty (30) day period and is diligently pursuing such cure, but that such cure cannot reasonably be completed during the thirty (30) day period. Any breach or default of this Agreement by the District constitutes cause for termination by the Village. This termination right is not an exclusive remedy and is in addition to any and all legal and equitable rights and remedies available to the Village. Further, the termination or Expiration of this Agreement does not terminate the rights and obligations of the parties in sections 2.3, 3.2, 3.3, and Article IV.

6.2 Notices. Notices shall be given by personal service or nationally recognized overnight courier service, such as Federal Express or UPS. Notices shall be effective upon receipt and addressed to the parties as follows:

THE VILLAGE: Village of McDonald, Ohio
451 Ohio Avenue
McDonald, Ohio 44437
Attention: Village Administrator

THE DISTRICT: McDonald Local School District
600 Iowa Avenue
McDonald, Ohio 44437
Attention: Superintendent

6.3 Assignment and Delegation. The District shall not assign any right or delegate any duty without the prior, written consent of the Village, in its sole discretion.

6.4 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of Ohio. Any litigation or other proceeding arising out of this Agreement shall be brought only in the Trumbull County Common Pleas Court.

6.5 Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party. The captions and headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Article, Section, or other provisions of this Agreement. Where required by context, any reference in the singular sense shall include the plural and any reference in the plural sense shall include the singular.

6.6 Waiver. Failure of a party to enforce any term, condition, restriction, or provision in any certain instance or on any particular occasion shall not be deemed a waiver of such right with respect to that or any future breach of the same or any other term, condition, restriction, or provision.

6.7 Compliance with Law. In taking any action pursuant to, in performance of or in connection with this Agreement, the parties, at their own cost and expense, shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, either now in effect or that may hereafter be promulgated or enacted.

6.8 Encumbrances. The District shall neither encumber, nor permit the encumbrance of, the Facilities for any purpose. The District shall neither record, nor permit the recording of, any lien, including any mechanics or other liens or encumbrances of any nature with respect to the Facilities.

6.9 Entire Agreement. This Agreement contains the entire agreement and understanding concerning the use of the Facilities by the District. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except, as they are included in this Agreement. The parties acknowledge that neither party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein to induce the execution of this Agreement and acknowledge this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

6.10 Amendments. This Agreement shall not be modified or amended except by a writing duly executed by the parties.

6.11 Severability. If any Article, Section, provision, paragraph, sentence, clause, or phrase contained in this Agreement shall become illegal, null, void, or against public policy for any reason or shall be held by a court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining Articles, Sections, provisions, paragraphs, sentences, clauses, and phrases contained herein shall not be affected thereby.

6.12 Counterparts. This Agreement may be signed in one or more counterparts, which taken together, shall constitute one original document.

6.13 Background and Exhibits. The Background section and the Exhibit attached hereto or referenced herein are incorporated as effective and operative parts of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as follows:

VILLAGE OF McDONALD, OHIO

By: _____
Mayor

By: _____
Fiscal Officer

**McDONALD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: John M. Saganich
Name: John M. Saganich
Title: President

By: William A. Johnson
Name: William A. Johnson
Title: Treasurer / CFO

EXHIBIT A

Facilities

- Woodland Park
- Baseball Fields
- Tennis Courts
- Ramsey Pavilion and surrounding grounds
- Municipal Building

