

6172

**McDONALD LOCAL BOARD OF EDUCATION
SPECIAL MEETING
THURSDAY, MAY 4, 2017 – 6:30 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Special Meeting on Thursday, May 4, 2017, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

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

Members Present: Thomas Hannon, Catherine Harvey, 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

Res. 17-100 Approve agenda for Special Meeting of May 4, 2017

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

Res. 17-101 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Higgins moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 6:31 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:

6173

- 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.
- 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), as listed above.

Yeas: Higgins, Klase, Hannon, Harvey, Saganich

Nays: None

President declared motion carried

6174

Res. 17-102 Adjourn Executive Session

Mr. Hannon moved and Mrs. Higgins seconded to adjourn executive session at 6:41 p.m. and return to the Special Meeting.

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

New Business:

A. Personal Committee – Catherine Harvey, Chairperson

Res. 17-103 SUPERINTENDENT CONTRACT

Mrs. Harvey moved and Mrs. Higgins seconded to approve the Contract for the Employment of the Superintendent of the McDonald Local School District, dated May 4, 2017, by and between the McDonald Local School District and Kevin O'Connell. (See Exhibit A)

Entertain a motion to approve the above referenced resolution.

Yeas: Higgins, Hannon, Klase, Saganich
Nays: Harvey
President declared motion carried

Res. 17-104 CONSULTANT CONTRACT

Mrs. Harvey moved and Mrs. Higgins seconded to approve the Consultant Contract, dated May 4, 2017, by and between the McDonald Local School District and Kevin O'Connell. (See Exhibit B)

Entertain a motion to approve the above referenced resolution.

Yeas: Higgins, Hannon, Klase, Saganich
Nays: Harvey
President declared motion carried

6175

Res. 17-105 Adjournment

Mrs. Harvey moved and Mrs. Higgins seconded to adjourn the Special Meeting at 6:45 p.m.

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

ATTEST:



President



Treasurer

CONTRACT FOR THE EMPLOYMENT OF THE SUPERINTENDENT OF THE MCDONALD LOCAL SCHOOL DISTRICT

This Contract (this "Contract") is entered into on this 4th day of May, 2017, by and between the Board of Education of the McDonald Local School District (the "Board") and Kevin R. O'Connell (the "Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows:

1. Term of Contract

The Board, in accordance with its action found in the minutes of its meeting held on May 4, 2017, hereby employs and the Superintendent hereby accepts employment, according to Ohio Revised Code Section 3319.01, as Superintendent of the McDonald Local School District (the "District") for a two-year term commencing on August 1, 2017 (the "Effective Date"), and ending on July 31, 2019, unless sooner terminated as provided herein.

2. Professional Certificate/License

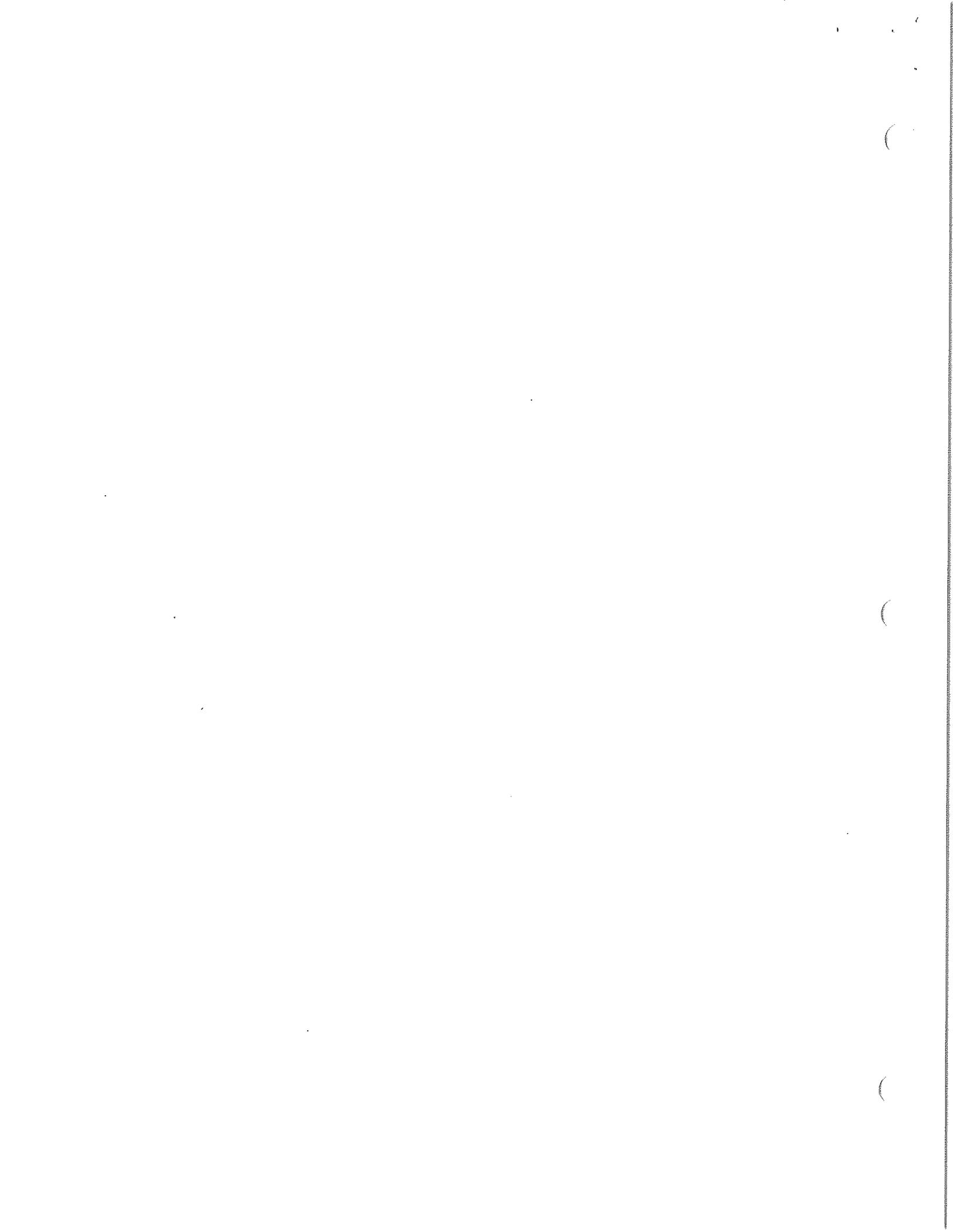
The Superintendent shall maintain and furnish to the Board evidence of his maintaining, throughout the life of this Contract, a valid and appropriate certificate/license to act as Superintendent of Schools of the District in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Superintendent to maintain such credentials.

3. Duties

The Superintendent shall perform his duties pursuant to and in accordance with the provisions and authority contained in Section 3319.01 of the Ohio Revised Code and the policies, directives, rules and regulations of the Board (collectively, the "Board Policy"). The Superintendent shall also perform the duties specified in the Job Description for Superintendent as adopted by the Board and as such job description may be amended from time to time during the term of this Contract. Such job description and Board Policy are hereby incorporated in this Contract by reference as if fully set forth herein. Any amendments to such job description and/or policy will also be deemed incorporated herein by reference at the time they become effective.

4. Compensation

- a. The Board shall pay the Superintendent a salary at an annual rate Ninety Thousand Dollars and No Cents (\$90,000.00). Any partial year of employment (with a year being defined as August 1 through July 31 of the following year, per O.R.C. §3319.01) covered by this Contract shall be paid pro-rata. The salary shall be paid in accordance with the payroll schedule managed by the Treasurer of the Board, with all appropriate withholdings. The Superintendent's per diem rate



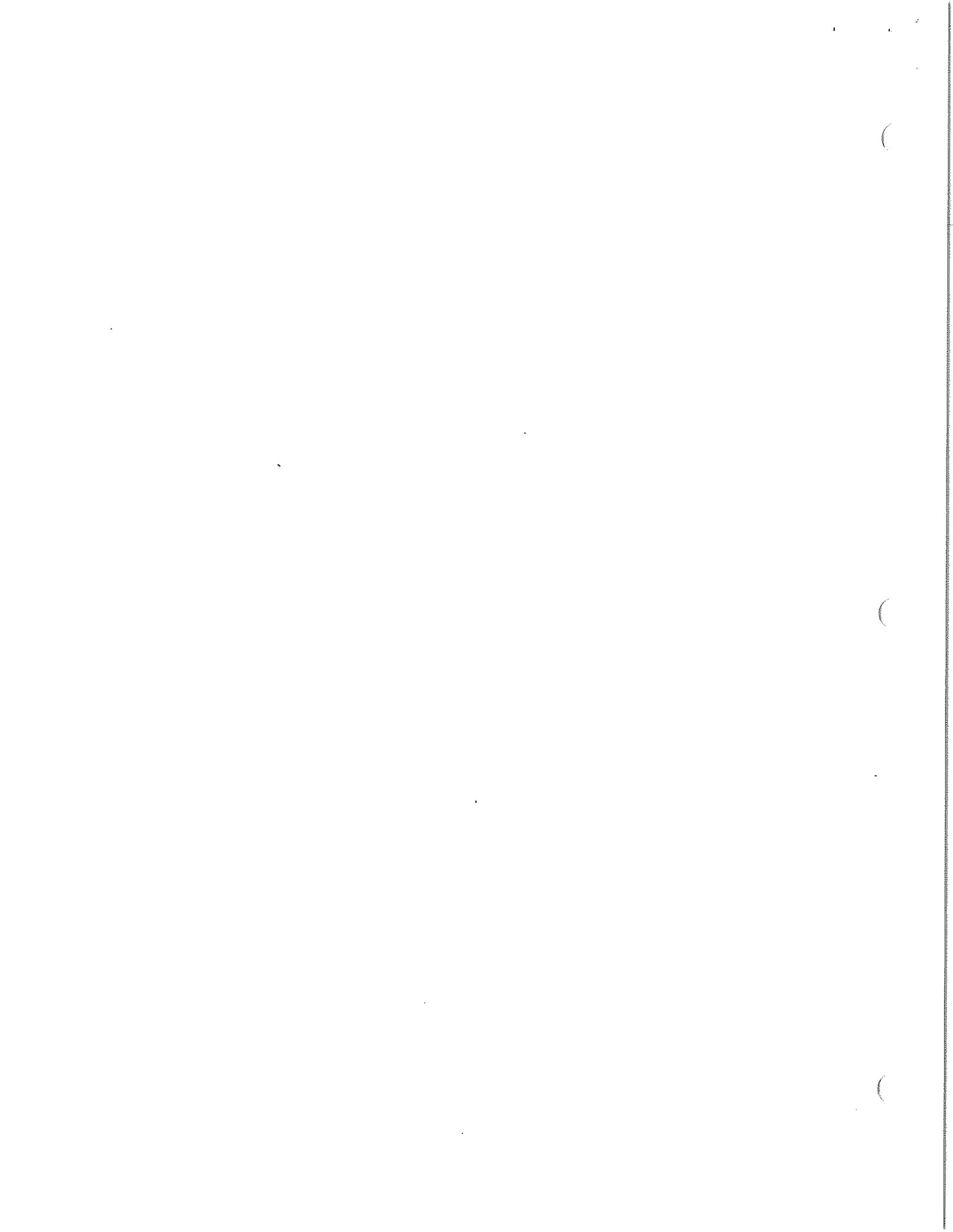
shall be calculated by dividing his total annual salary by two hundred sixty (260) work days per year. The Board may increase the salary of the Superintendent during the term of this Contract, but in no event shall the Superintendent's salary be reduced, unless such reduction is a part of a uniform plan affecting salaries of all employees of the District. If any adjustment in salary is made during the term of this Contract, all other provisions herein shall remain in full force and effect.

- b. Any adjustment in salary made during the term of this Contract shall be an addendum to this Contract, subject to the terms and conditions set forth herein and such adjustment or modification shall not be construed as a new contract or as any extension of the term of employment.
- c. The Board shall pay the employer's share of State Teachers Retirement System ("STRS") contribution as required by law. In addition, as additional compensation, the Board shall "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution each year to STRS on behalf of the Superintendent, plus all retirement contributions on such picked up amount. During the term of this Contract, this pick-up shall be a condition of the Superintendent's employment in the District and shall not be at the Superintendent's option. It is the intention of the parties that this picked-up amount be included in the Superintendent's compensation for the purpose of calculation of retirement benefits.

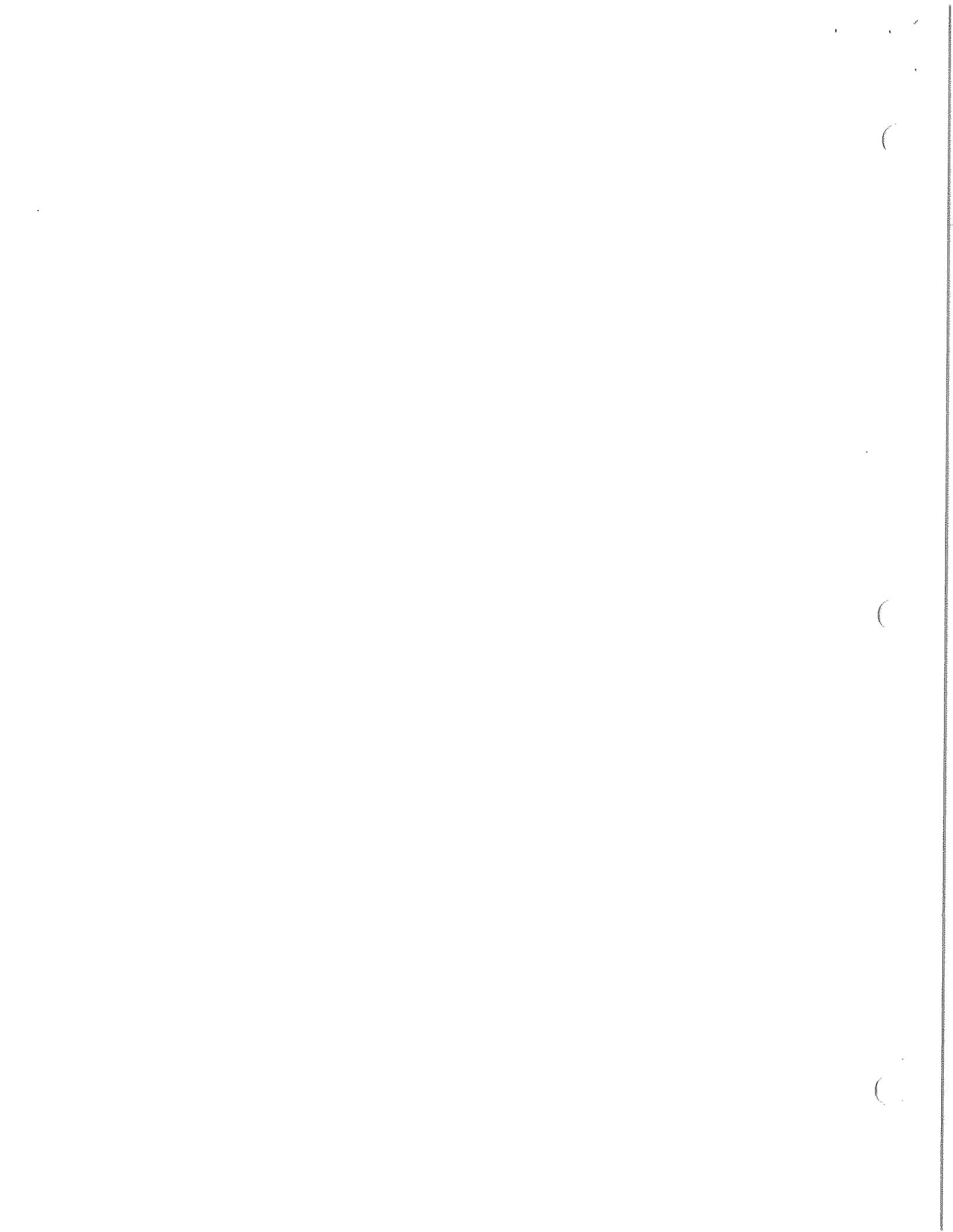
5. Other Compensation

The Board shall provide the Superintendent with the same fringe benefits provided to other certificated/licensed employees of the District, except as specifically provided herein. Those benefits shall include, but are not limited to, the following:

- a. Sick Leave – The Superintendent shall be entitled to the use of sick leave in accordance with O.R.C. 3319.141. Sick leave shall accumulate at the rate of fifteen (15) days per year. The Superintendent may accumulate unused sick leave of up to three hundred twenty (320) days.
- b. Insurance – Board agrees to purchase the Superintendent health insurance coverage upon the same terms and with the same benefits as provided to other certificated/licensed employees of the District, one hundred percent (100%) of the cost of which shall be paid by the District. The Board shall also provide term life insurance in an amount of \$50,000.
- c. Leaves – The Superintendent shall be granted the same disability leave, unpaid leaves, and other types of leave as provided to other certificated/licensed employees of the District. The Superintendent shall be granted five (5) days personal leave.



- d. Vacation – The Superintendent shall receive twenty (20) days annually exclusive of the holidays granted. All vacation days and unrestricted personal days shall be fully available and fully credited to the employee on the first day of each contract year. Vacation leave may be accumulated and paid to the Superintendent upon his separation from employment with the District not to exceed the amount accrued during the three (3) most recent years of employment in accordance with O.R.C. 3319.01. Any unused vacation leave paid to the Superintendent in this manner shall be calculated at the per diem rate of pay existing at the time of such separation. Vacation shall be scheduled by the Superintendent so as to minimize disruption of the District's operations and at times acceptable to, and as approved by, the Board.
- e. Expenses – The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses incurred in the performance of his official duties, subject to such limitations as are provided by law, by Board policy and approval of the Board President. Reimbursement for use of his personal automobile for Board business shall be at the IRS approved rate.
- f. Professional Development/Dues – The Board shall pay for the Superintendent's professional and civic organization membership dues for not more than two (2) such organizations.
- g. Holidays – The Superintendent shall be entitled to the same paid holidays provided to other certified employees of the District.
- i. Mobile Telephone Allowance – The Superintendent shall be accessible by cellular phone day and night, seven (7) days a week, during the course of his employment in order to perform his assigned duties, and specifically to be available to address and respond to emergencies and other exigencies that arise off school grounds and/or outside the normal school day. The Superintendent agrees, as a condition of his employment, to maintain at his own expense a cellular phone capable of facilitating District communication. The Board will reimburse the Superintendent for his professional use of the his cellular phone in an amount equal to Fifty and No/100 Dollars (\$50.00) per month. The Superintendent will provide the District with the telephone number of this cellular phone at all times while actively employed by the District, and understands that the number may be published as deemed necessary by the District. Such cellular phone shall be used in accordance with Board policies governing the protection of confidential information, the maintenance of public records, and employee safety.
- j. Severance – Upon retirement, as defined herein, the Superintendent may elect at the time of his retirement pay for 25% of his total accumulated and unused sick leave, with a maximum of eighty (80) sick leave days. Severance pay shall be computed based on the Superintendent's per diem rate of pay at the time of retirement, exclusive of supplemental contracts, extended service, overtime



service, overtime or any other extra compensation. The Superintendent may receive severance pay only once from the District based upon his retirement from STRS. Retirement shall mean eligibility for benefits from STRS and actual retirement from the District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Superintendent at that time.

6. **Evaluation**

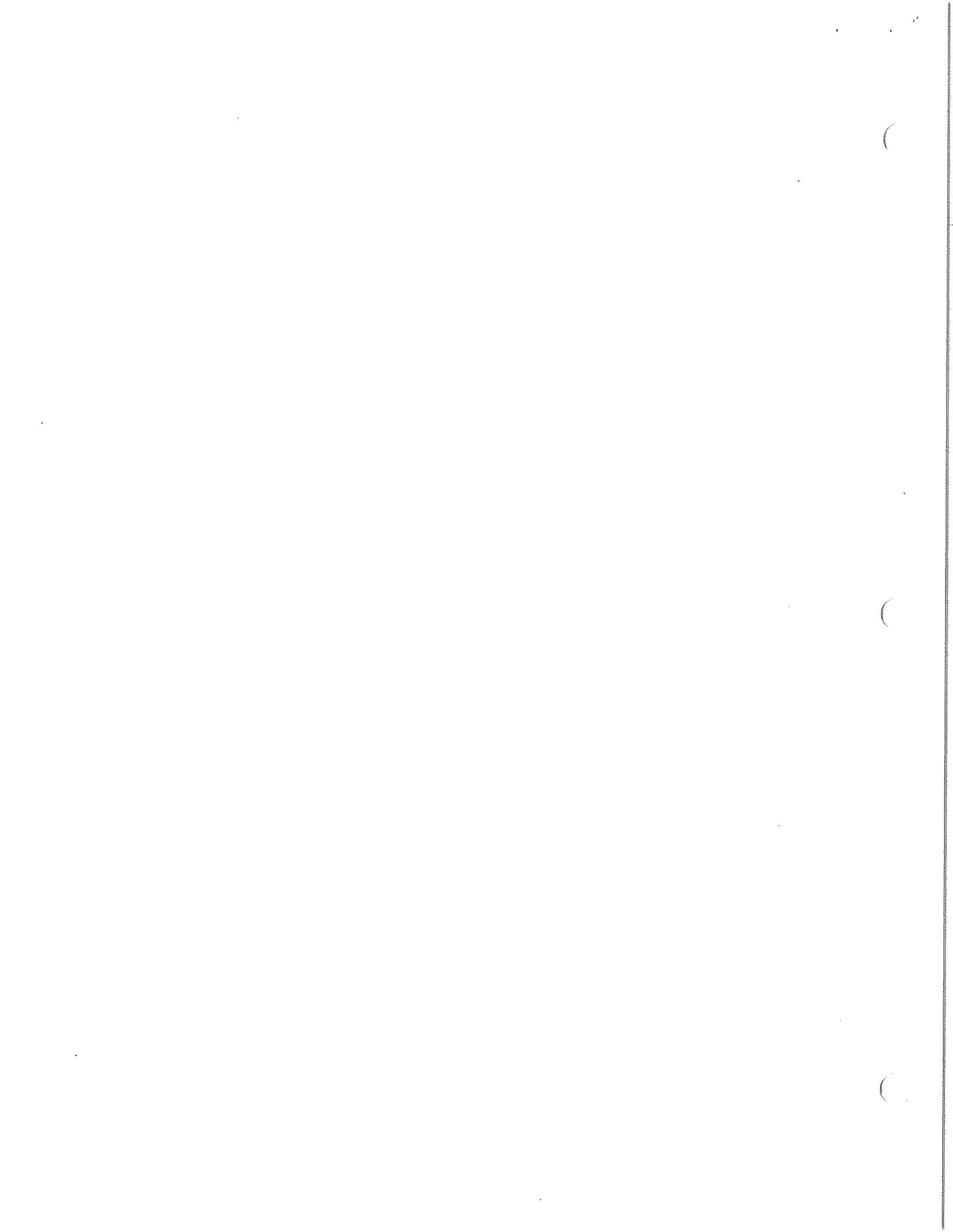
The Superintendent shall be evaluated annually in accordance with the Evaluation of the Superintendent procedures adopted by the Board pursuant to O.R.C. 3319.01. This evaluation may be considered by the Board in deciding whether to renew the Superintendent's contract and shall be considered as the basis for any increase in salary as contemplated in Section 4 of this Contract. Nothing in this paragraph shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the Superintendent's contract. The establishment of such an evaluation procedure shall not create an expectancy of continued employment as stated in O.R.C. Section 3319.01.

7. **Days to be Worked**

The Superintendent's annual salary is based upon two hundred sixty (260) days per year, which shall consist of work days, paid vacation days and paid holidays. The Superintendent shall devote his full time and energies to the duties specified herein. These duties shall generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Superintendent to work during times other than normal business hours, for which he shall not receive additional compensation.

8. **Professional Liability**

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent and employee of the Board, provided the incident occurred while the Superintendent was acting within the scope of his employment and in the good faith belief that such conduct was lawful and in the best interest of the District. Criminal legal proceedings are expressly excluded from such indemnification. The Board shall provide liability insurance to cover legal damage and/or injury to persons or property resulting from any acts or omissions in the Superintendent's official capacity or resulting solely out of his employment as Superintendent of Schools. This section shall not, however, apply to any dispute between the Superintendent and the Board.



9. **Medical Examination**

Upon the request of the Board, the Superintendent does hereby agree to submit, from time to time, to a comprehensive medical and/or psychological examination, to be conducted by medical professionals appointed by the Board. A statement certifying to the physical and mental competency or incompetency of the Superintendent shall be filed with the Board and shall be treated as confidential information. The cost of said medical report shall be paid by the Board. If the medical examination report states that the Superintendent is physically or mentally incompetent to such an extent as to make the Superintendent unable to perform any or all of the duties and such incompetency will, with reasonable medical certainty, continue at least through the end of the term of this Contract, the Board may, at its option, terminate this Contract whereupon the respective duties, rights, and obligations hereof shall terminate, subject to the Superintendent's right to use accumulated sick leave during the term of the disability. Refusal by the Superintendent to submit to medical and/or psychological examination shall be deemed to be an acknowledgment that the Superintendent is permanently unable to perform the duties of the position, in which event, the Board, at its option, may terminate this Contract.

10. **Contract Renewal or Non-Renewal**

The renewal or non-renewal of the Superintendent's employment contract shall be governed by and in accordance with Ohio Revised Code Section 3319.01.

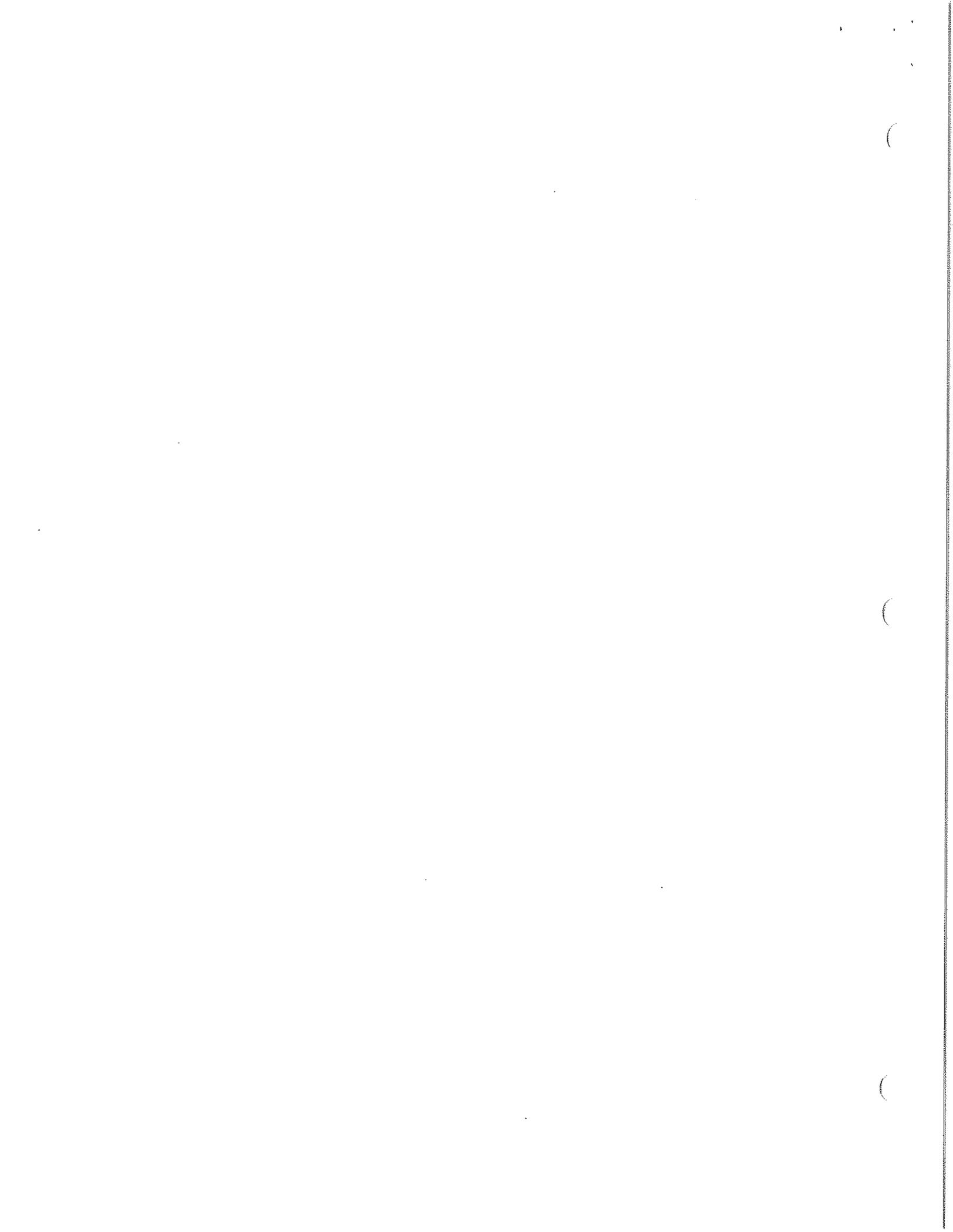
11. **Contract Termination**

This Contract may be terminated as follows:

- a. By mutual agreement of the parties;
- b. Upon the retirement, disability, or death of the Superintendent;
- c. For the reasons and in accordance with the procedures set forth in Ohio Revised Code Section 3319.16; or
- d. In accordance with the provisions for termination found in Section 2 of this Contract.

12. **STRS Obligations**

The Superintendent acknowledges that he has been notified of his duties and obligations under chapter 3307 of the Ohio Revised Code, relating to STRS, and agrees to accept his duties and obligations thereunder.



13. Savings Clause

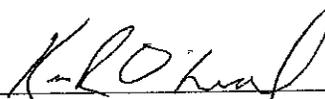
If any portion of this Contract is deemed to be illegal or unenforceable, the remainder of this Contract shall remain in full force and effect.

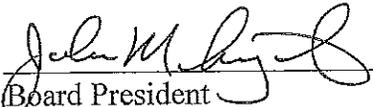
14. Complete Contract

This document sets forth the complete contract of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

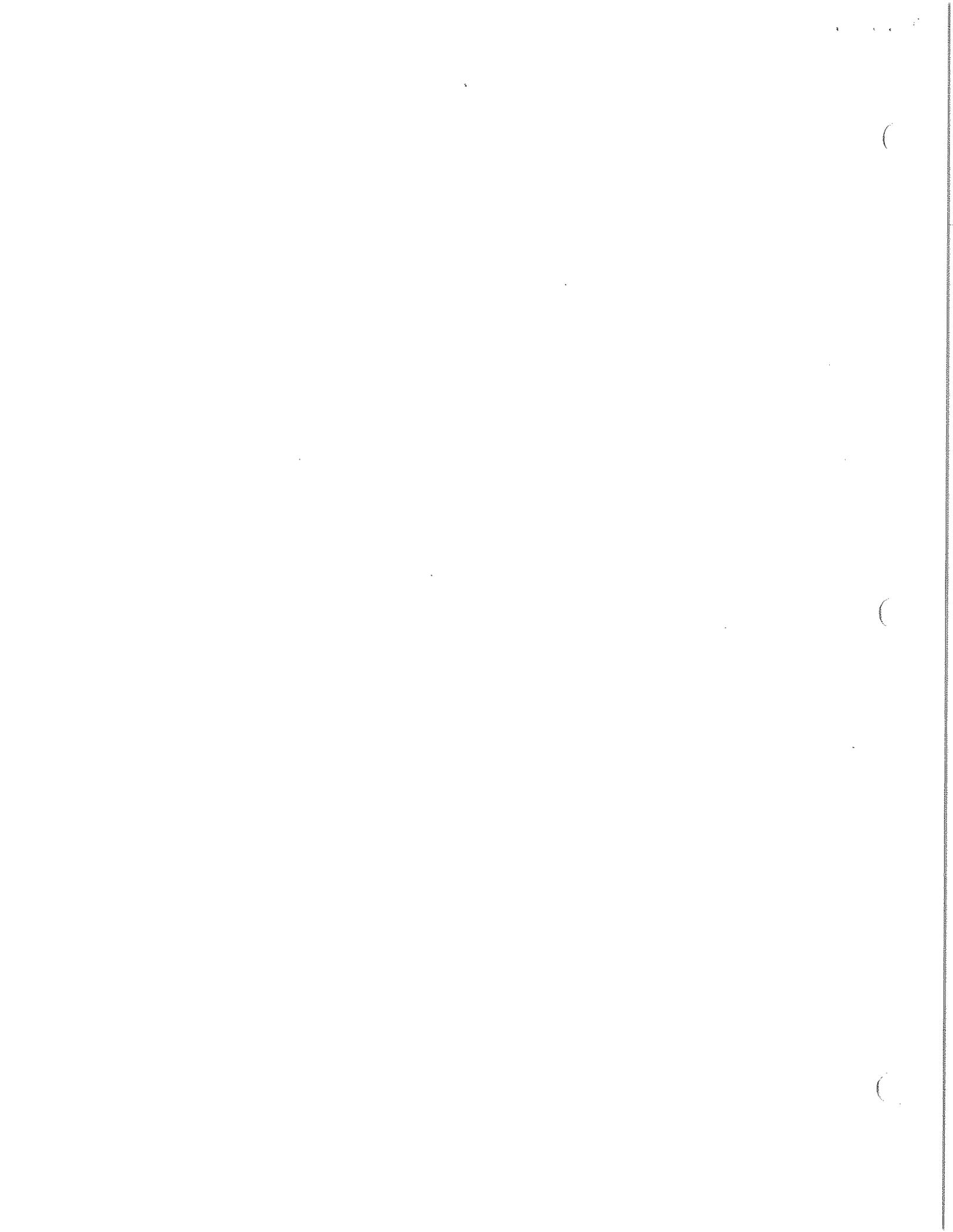
MCDONALD LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

Approved May 4, 2017

By: 
Kevin R. O'Connell, Superintendent

By: 
Board President

By: 
Treasurer



**MCDONALD LOCAL SCHOOL DISTRICT
CONSULTANT CONTRACT**

This Consultant Contract is entered into on the 4th day of May, 2017, by and between the McDonald Local School District Board of Education (the "Board") and Kevin R. O'Connell (the "Consultant").

WHEREAS, the Consultant will be employed by the Board as the Superintendent effective August 1, 2017; and

WHEREAS, the Board declares it to be necessary for the Consultant to work as a consultant in the McDonald Local School District on an "as-needed" basis before his employment as Superintendent begins.

IT IS THEREFORE AGREED:

Section 1. The Board hereby engages the Consultant as a consultant beginning May 5, 2017, and ending July 31, 2017.

Section 2. For services as a consultant, the Consultant shall be paid a per diem amount of Three Hundred Forty-Six Dollars and Fifteen Cents (\$346.15), with no fringe benefits of any kind. The per diem rate is based upon an eight (8) hour workday. For any day on which less than eight (8) hours of work are provided hereunder, the per diem amount will be prorated accordingly. The Consultant's work duties and schedule shall be established by the Board President or designee, up to a maximum of fifty (50) days of work.

Section 3. The Consultant will be engaged on an "as-needed" basis.

Section 4. This Contract contains all of the terms for the engagement of the Consultant.

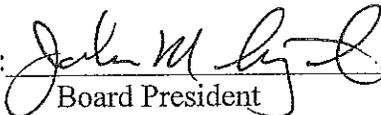
IN WITNESS WHEREOF, the Board and the Consultant have entered into this Consultant Contract on the date first set forth above.

CONSULTANT



Kevin R. O'Connell

MCDONALD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 

Board President

By: 

Treasurer

