

BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting
Wednesday, September 20, 2017
6:30 p.m.
Wallace H. Braden Middle School

"BUCKEYE - WE EDUCATE FOR SUCCESS."

VISION STATEMENT

The Buckeye Local School District unifies individuals, communities and resources to create a **WORLD CLASS LEARNING COMMUNITY** that gives ALL students the opportunity to be successful in **THEIR** future.

GOALS

The Buckeye Local Board of Education has established the following goals:

1. The board of education will achieve excellence in learner-focused governance.
2. The board of education will conduct efficient and effective meetings.
3. The board of education will increase community and staff trust and satisfaction.

This meeting is a meeting of the board of education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Please complete a public participation form and submit it to the board president prior to the start of the meeting.

Board Policy # 0165.1, Item B

Buckeye Local Board of Education

Jon Hall – President
David Tredente – Vice President
Renee Howell
Gregory Kocjancic
Mary Wisnyai

Mr. Patrick Colucci
Superintendent

Mrs. Jamie Davis
Treasurer

**BUCKEYE LOCAL BOARD OF EDUCATION
REGULAR BOARD MEETING
Wednesday, September 20, 2017**

1. Opening Items

- A. Call to Order
- B. Roll Call of Members
- C. Meditation
- D. Pledge of Allegiance
- E. Communications/Special Reports
 - 1) Kingsville Public Library – Partnership Update – Christian Schultz
 - 2) Teresa Parker – Special Education – *District for Diverse Learners*
 - 3) Rocco Adduci – Curriculum & Instruction update
 - 4) Traci Landis – New sign for Kingsville Elementary
 - 5) Helena Richardson – Ashtabula County District Library
- F. Public Participation Relative to Agenda Items (Bylaw 0169.1)

Please complete a public participation form and submit it to the board president prior to the start of the meeting. We welcome your comments and/or questions during this time. Statements shall be limited to three (3) minutes. Please keep comments brief and to the point. Do not reflect adversely on the political or economic view, ethnic background, character or motives of any individual.

- G. Correspondence

2. Treasurer's Report

Reports and Recommendations

It is the recommendation of the Treasurer that the BOE approve the following items as presented in 2A – 2F:

- A. Approve the August BOE meeting minutes as presented to the board on September 12, 2017.
- B. Approve bills paid in August and the financial reports as presented to the board on September 12, 2017.

2. Treasurer's Report *(continued)*

Reports and Recommendations

- C. Approve the establishment of fund 599-9048 Title IV-A FY2018 with \$10,000 appropriations and \$10,000 estimated revenue sources.
- D. Close Andover Bank Account
Approval to close Andover Bank Payroll Checking account ending XXX443.
- E. Educational Funding Group, Inc.
Approve a one-year contract with Educational Funding Group, Inc. at a fee of \$3,000 or 8% of the actual disbursed funding, whichever is greater, to perform the 2018-19 Federal E-Rate Program application process as in **Exhibit A**.
- F. RH Energytrans, LLC Tax Abatement
Approve the resolution for the tax abatement proposal of the RH Energytrans, LLC and waiving the 45-day notice period for review. **Exhibit B**

___ Hall ___ Howell ___ Kocjancic ___ Tredente ___ Wisnyai

3. Superintendent's Report

Reports and Recommendations

It is the recommendation of the Superintendent that the BOE approve the following items in 3A – 3D:

- A. SEO Consortium and Ashtabula County District Library
Approve the SEO Consortium Subcontract between the Ashtabula County District Library and Buckeye Local Schools as in **Exhibit C**.
- B. Catapult K12
Approve a one-year contract with Catapult K12 at a fee of \$9,259.80 to perform Website hosting services as in **Exhibit D**.
- C. Maxim Healthcare Services
Approve a one-year agreement with Maxim Healthcare Services to provide nursing services to schools students under the general supervision of the school and wishes to engage Maxim to provide such personnel to supplement the school's staff at a rate of \$38 per hour on a one-on-one basis (2-on-1 = \$59/hr., 3-on-1 = \$77/hr.) for services provided by an LPN/RN not to exceed eight hours per day. See **Exhibit E**

3. Superintendent's Report (continued)

Reports and Recommendations

D. Accept Gifts

1) Legacy of Lights Project –Accept gifts received from the following local businesses and individuals to help fund the Legacy of Lights Project at Corlew Stadium:

- Buckeye Midget Football League \$2,000.00
- Anonymous Donor \$500.00
- Jerome Mlack \$250.00
- Paul & Joyce Shellhammer \$250.00

2) Student of the Month – Accept the following gifts from our community supporters:

- A Kids Only \$100.00
- Andrews & Pontius, LLC \$100.00
- APL Electric \$100.00
- BJ's Beach House (2 Gift Certificates) \$50.00 value
- Community First Credit Union \$100.00
- Damon Morgan Corp. (McDonalds) \$100.00
- Glotzbecker's Service Center \$50.00
- Melaragno HVAC & Construction \$100.00
- Ringer Screenprint, Inc. \$100.00
- Skufca Body Works \$100.00

3) Donor's Choose – Accept the following gift of 2 HP 4 GB Chromebooks with 2 Google Management Licenses for Jennifer Ranck's Kindergarten class at a value of \$568.00.

4) Lakeview Federal Credit Union donated school supplies for the district at an approximate value of \$300.00.

5) Catholic Charities donated school supplies to Braden Middle School with an approximate value of \$150.00.

____ Hall ____ Howell ____ Kocjancic ____ Tredente ____ Wisnyai

4. Personnel

It is the recommendation of the Superintendent that the Board approve the following Personnel items as presented in 4A – 4I:

Certified Staff:

A. Certified Staff Resignation

- 1) Lisa Vavpetic, Intervention Tutor, Braden Middle School, effective August 16, 2017.

B. Certified Staff - Request for FMLA for certified staff as presented:

- 1) Janice Prince, Teacher, Ridgeview and Kingsville Elementary Schools, effective September 6, 2017, for no more than 12 work weeks in a 12-month period.

C. Certified Change in Assignment

- 1) Abigail Meshenberg, Intervention Specialist Tutor, from Ridgeview Elementary to Kingsville Elementary, effective August 29, 2017.

D. Certified Appointments

- 1) Erica Revak, Intervention Specialist Tutor, \$23.33/hour, 7.50 hours/day, Braden Middle School, effective 2017-18 school year.
- 2) Stephen Malbasa, Intervention Specialist Tutor, \$23.33/hour, 7.50 hours/day, Braden Middle School, effective 2017-18 school year.
- 3) Cheryl Wickstrom, Home Instruction Tutor, Edgewood High School, 5 hours per week for four weeks, effective September 7, 2017.

E. Certified – Salary Placement Adjustments

- 1) Hannah Laubscher, Assistant Band Director, from B at \$33,326 to B/150 at \$34,659, effective 8/17/2017.
- 2) Taylor Paneto, Teacher at Kingsville Elementary, from B at \$33,326 to B+10 at \$35,326, effective 8/17/2017.

F. Certified Appointments - Extracurricular and Special Fee Assignments –

- 1) Extracurricular and special fee assignments for the 2017-18 school year:

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Christine Dort	Tech Resource (Kingsville)	5	Aug. 21, 2017	\$1,999.56
Donna Pasky	Tech Resource (Ridgeview)	0	Aug. 21, 2017	\$1,666.30
Susan Phillips	Art Club (Edgewood HS)	N/A	Aug. 21, 2017	\$833.15

4. Personnel (continued)

G. Appointments - Extracurricular and Special Fee Assignments – Non-Certified / Non-Licensed Individuals

1) SUPPLEMENTAL RESOLUTION TO APPOINT NON-CERTIFIED / NON-LICENSED INDIVIDUALS TO SUPPLEMENTAL TEACHING POSITION(S)

WHEREAS, the Buckeye Local Board of Education strives to appoint qualified certified/licensed employees to fulfill supplemental contracts; and

WHEREAS, the board has offered the following supplemental position(s) to certified/licensed employee(s) of the district; and

WHEREAS, no such employee(s) qualified to fill the position(s) has accepted it; and

WHEREAS, the position(s) was then advertised to certified/licensed individual(s) who are not employed by the board; and

WHEREAS, no such person(s) qualified to fill the position(s) has accepted it; and

WHEREAS, the board has deemed the following non-licensed/non-certified individuals identified below as qualified to fill the supplemental position(s);

THEREFORE, BE IT RESOLVED, that the Buckeye Local Board of Education, in compliance with O.R.C. 3313.53(D), awards the following supplemental contract(s), for the school year indicated below, to the following person(s):

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Mary Ann Kline	Spring Drama Director	7+	Jan. 3, 2018	\$1,999.56
Mary Petro	Assistant Girls Soccer (JV)	1	Aug. 14, 2017	\$3,332.60

2) Approve the following volunteer Boys Soccer Coach, effective August 14, 2017:

- Anthony Zuccaro

4. Personnel (*continued*)

Classified Staff:

H. Business Affairs Staff Appointments

- 1) Frank Howell, Director of Operations/Buildings & Grounds/Maintenance Supervisor, for a period of one (1) year commencing September 14, 2017 through July 31, 2018 with a salary of \$48,000.

- 2) Karl Brunell, Transportation Supervisor/Administrative Assistant, for a period of one (1) year commencing September 11, 2017 through July 31, 2018 with a salary of \$48,000.

I. Classified Staff – Employment of Substitutes as presented:

1) Library Aide

- Marguerite Kister
- Jennifer Maki
- Nicole Hayner

2) SMEA

- Marguerite Kister
- Jennifer Maki

3) Administrative Assistant

- Jennifer Maki
- Nicole Hayner

4) Cafeteria

- Nicole Hayner

All personnel appointments are contingent upon possessing or obtaining the appropriate certification/licensure, validation, and/or permit as required by law and board policy, as well as satisfactory physical examination, criminal background check and/or current CPR training where applicable.

___Hall ___Howell ___Kocjancic ___Tredente ___Wisnyai

5. Visitor Participation Relative to New Items (non-agenda items)

Please complete a public participation form and submit it to the board president prior to the start of the meeting. Please limit your comments to three minutes or less.

6. Other Business – FYI

___Hall ___Howell ___Kocjancic ___Tredente ___Wisnyai

7. Adjournment

___Hall ___Howell ___Kocjancic ___Tredente ___Wisnyai

**Agreement By and Between
Educational Funding Group, Inc. and Buckeye Local School District (Ashtabula)
For E-rate Consulting Services**

For E-rate Funding Year 21: July 1, 2018 – June 30, 2019 _____
For E-rate Funding Year 22: July 1, 2019 – June 30, 2020 _____
For E-rate Funding Year 23: July 1, 2020 – June 30, 2021 _____

** Please check off the desired year(s) above.*

I. Parties and Commencement of Contract

This Agreement (hereinafter “Agreement”) is entered into by and between **Buckeye Local School District (Ashtabula)** (hereinafter “Client”) and Educational Funding Group, Inc., (hereinafter “EFG”) at Cleveland, Ohio. **Buckeye Local School District (Ashtabula)** and EFG may also be hereinafter referred to individually as “Party” or collectively as “Parties.”

This Agreement shall commence when signed by both Parties hereto and shall remain in full force and effect until, for each funding year, all funding is awarded, pertinent administrative appeals are exhausted and associated work is complete.

1.01 Recitals

In consideration of the mutual covenants and agreements to be kept and performed on the part of the Parties hereto as herein stated the Parties stipulate as follows:

- EFG is in the business of performing consulting services relative to the Federal Communication Commission’s (“FCC”) E-rate program. EFG represents it possesses the qualifications, resources, and experienced, qualified personnel to provide such services; and,
- **Buckeye Local School District (Ashtabula)** desires to retain EFG as its consultant to perform E-rate work associated with the funding year(s) governed by this Agreement and hereby confers authority upon the personnel and agents of EFG to act as Agent(s) and represent Client with the Schools and Libraries Division (“SLD”) of the Universal Services Administrative Corporation (“USAC”) regarding all matters involving the Client’s E-rate applications as governed by this Agreement; and
- Both parties affirm their respective obligation to follow all applicable FCC/USAC E-rate rules and regulations in the performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

II. Scope of Work

2.01 General Statement. EFG will perform E-rate consulting services during the time period governed by this Agreement including administrative appeals of adverse decisions, if any, related to work done by EFG. The appeals to USAC and/or the FCC are included in the fees; specifically excluded are any appeals to federal courts.

2.02 Scope of Services Provided by EFG.

During the term of this Agreement, and any renewal periods, EFG will provide the following services:

- **Form Preparation:** EFG will prepare and process all necessary E-rate applications and forms on behalf of Client including, but not limited to, FCC Forms 470, 471, 486, 472, and 500. All forms prepared by EFG will be submitted to the Client for review and final approval prior to submission.
- **Technology Review:** Review Client's existing technology needs in the areas of E-Rate eligible services, including: Broadband, Internet Access, Internal Connections, Basic Maintenance of Internal Connections and Managed Internal Broadband Service (MIBS) so as to maximize Client's E-rate funding and help ensure a robust network.
- **Competitive Bidding:** EFG will assist and guide Client through E-rate competitive bidding processes. This will be done in close cooperation with Client who shall have responsibility for, and final say over, the selection of all Service Providers. If requested, EFG will assist Client with contract negotiation for its E-rate eligible services. Client contracts will be reviewed for E-rate compliance (only) prior to the FCC Form 471 being submitted.
- **Participation in USAC Review Processes.** Except as otherwise provided herein, EFG will provide guidance, advice, and prepare written responses to USAC Program Integrity Assurance (PIA), Cost-effectiveness Reviews, Payment Quality Assurance (PQA) reviews, Selective Service Review (SSR) inquiries and Audits that occur within five (5) years of the last date of service.
- **Document Retention.** EFG will retain copies of all documents associated with the funding years governed by this Agreement for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.
- **E-rate Compliance and Legal Matters.** As appropriate, EFG will apprise Client of the FCC's and USAC's E-rate rules and regulations including FCC policy changes and rulings. **EFG will not render any legal or regulatory advice to Client or perform legal work of any kind.** Legal advice will only be provided by an experienced attorney selected and retained by EFG.

- **Filing of Waivers and Appeals.** As warranted and necessary, EFG, after consultation with Client or at its own discretion, will file appeals with USAC and/or Requests for Review or Requests for Waiver with the FCC. These services are included in EFG's fee at no additional cost to Client.
- **Review and Evaluation.** EFG will review and evaluate:
 - Client's budget necessary to support the current E-rate application;
 - tracking of FCC/USAC Category 2 'five-year budgets';
 - support and evaluation of NSLP data; and
 - reconciliation of E-rate reimbursements.

2.03 Professional Services Available at an Additional Cost

- **Audit Services:** FCC/USAC post-funding audits that occur later than five (5) years after the last date of service may be provided at an additional cost to be agreed on between the parties. Any such agreement shall be embodied in an addendum to this Agreement.
- **Additional Professional Services:** Technology planning, design of telephone, voice and/or video systems, and other technology-related, non-E-rate services are available at an additional agreed upon cost.

2.04 Client Responsibilities

Client's responsibilities during the term of this Agreement, and any renewal periods, include, but are not limited to:

- **Letter of Agency (LOA):** For each funding year governed by this Agreement, Client shall execute a Letter of Agency authorizing EFG's interaction with USAC on its behalf;
- **USAC EPC Portal:** Client must register with the E-rate Productivity Center (EPC) and provide EFG with the required authorization to 'view, create and submit' forms, so that EFG may perform its obligations under this agreement. EFG will assist Client's USAC-designated Administrator in setting up the EPC account.
- **Information and Documentation:** USAC imposes strict deadlines on responding to information requests. Unless otherwise specified, Client shall provide all information, documentation and data requested by EFG within five (5) Client business days of each request. Failure of Client to meet this timetable may result in loss of funding. Continued failure of Client to timely respond may result in termination of this Agreement;

- **Funds:** Client shall secure the necessary funds to meet its non-discounted share of E-rate funding, which Client acknowledges will not be paid or subsidized by any service provider;
- **Procurement:** In addition to FCC competitive bidding requirements, Client shall ascertain and comply with all applicable state and local procurement laws and policies;
- **Contracts:** After the competitive bidding period closes, Client shall obtain all required service provider contracts and forward them to EFG for E-rate compliance review, preferably prior to signing. Once contracts are fully executed, Client shall send copies to EFG to satisfy FCC document retention requirements. This provision also applies to written renewals or extensions of existing contracts. Client agrees to send all contracts and/or renewals/extensions to service providers in a timely manner so as to meet E-rate requirements and allow for timely filing of the Form 471;
- **CIPA:** Client shall comply with the requirements of the Children’s Internet Protection Act (“CIPA”);
- **Document Retention:** Client shall retain its copies of all E-rate documents for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.

III. Independent Contractor

The parties acknowledge and agree that EFG is an independent contractor.

IV. Term

This contract is for the E-rate funding years selected above and may be renewed annually by mutual agreement of the Parties. Renewals are for up to four (4) year one-year periods; in West Virginia, renewals are limited to two (2) one-year periods. Renewal terms will be confirmed via letter, fax or e-mail which confirmation shall be attached to this contract for completeness. EFG will contact Client in advance of the renewal period to ascertain Client’s intent to renew. The provisions of this contract pertain only to work associated with the E-rate Funding Year(s) referenced above and to any renewal periods.

V. EFG’s Fee Structure and Payment Terms:

5.01 Cost for Complete Funding Year services:

For each funding year, services rendered by EFG will be \$3,000 or eight percent (8%) of the total USAC approved and disbursed funds, whichever is greater.

If Client applies for, and is awarded, Category 2 funding and Client decides to cancel the project, or for any reason decides not utilize the Category 2 funding, Client will be charged 4% of the pre-discount funding amount to compensate EFG for the work it performed in securing said funding.

5.02 Fees for Completing Prior Funding Year(s):

At Client's request, and for separate pricing, EFG will complete the work required for prior incomplete E-rate funding years. However, EFG will not have responsibility for any matters related to the original applications or any work that was not prepared by EFG. Any such work shall be agreed to in writing as an addendum to this Agreement.

5.03 Payment Terms

For each complete Funding Year governed by this Agreement, payment of EFG's fee shall be made in the following installments:

First Installment: The first installment of \$1,200.00 is due to EFG upon submission of Client's FCC Form 471 to the USAC.

Second Installment: A second installment of \$1,100.00 is due to EFG upon Client's receipt of USAC Funding Notification letters ("FCDLs").

Subsequent Installments:

- **Broadband, Telecommunications and Internet Access (Category 1 Services):**
The balance of EFG's fee for Category 1 Funding Requests shall be paid when all funds for Broadband, Telecommunications and Internet Access Services have been disbursed. If a USAC decision is appealed, payment(s) for the appealed FRN(s) shall be made when Client is notified that the appeal has been successful.
- **Internal Connections and Basic Maintenance Services (Category 2 Services):**
For these services, Client shall pay subsequent fee installments as each USAC reimbursement is received, until all EFG fees are paid in full.

If a USAC decision is appealed, payment(s) shall occur after the funds have been disbursed pursuant notification to the Client that the appeal has been successful.

5.04 Adjustments.

Any necessary adjustments will be made according to the program year(s) final accounting. However, any act or action by Client personnel that violates FCC/USAC E-rate rules or regulations, which results in any rescission of a funding commitment or return of E-rate funds, shall not change the Client's payment obligation to EFG. Should Client have unresolved Red Light issues from funding years prior to becoming an EFG client, then EFG's fees will be based on USAC funding commitments, not USAC funding disbursements.

5.05 Renewal Pricing

To allow for changes in economic inflationary conditions, at the beginning of any renewal period and subject to Client's mutual consent and agreement, EFG may request a modest annual increase.

5.06 Payment Due Dates

All payments due under the terms of this Agreement shall be made within thirty (30) days of invoice and remitted to EFG's office located at 26650 Renaissance Parkway, Suite #2, Cleveland, Ohio 44128, or to any other mailing address provided

VI. Mutual Cooperation

6.01 Time is of the essence for the completion of the work described in this contract. It is anticipated by the parties that all work described herein will be completed within two (2) weeks of the date of execution, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

6.02 The Parties shall cooperate with each other in the performance of their obligations hereunder, including Client securing and providing all information, documentation and data to EFG in accordance with the Information and Documentation section referenced above, so that all filings may be completed before applicable deadlines. This includes but is not limited to: information and documentation requested by EFG, service provider evaluation(s), signed contracts/renewals with service providers.

VII. Confidentiality

7.01 Confidential Information.

The parties acknowledge in the course of negotiations, contract(s) or dealings, with EFG, the Client may receive certain proprietary or confidential information from or about EFG and its affiliates, officers, owners, directors or employees; said confidential information consisting of, but not limited to:

- (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, computer programs and research projects.

- (b) Business information: Customer lists, names of potential customers, proposed business transactions with third parties, pricing data, sources of supply or financial data.
- (c) Other confidential and proprietary information relating to EFG or its business whether provided orally or in writing.
- (d) All such technical, financial or other business information supplied by EFG or its Representatives is hereinafter referred to as "Information."

7.02 Non-Disclosure Obligation.

For good consideration, Client as well as any of its Representatives receiving Information agree to and shall keep such Information confidential, and shall not disclose or divulge, in whole or in part, to others, other than to its Representatives who need to know such Information in connection with Client's negotiations, contract(s) or involvement with EFG, who shall be informed of the confidential nature of the Information and who shall be required by Client to treat such Information confidentially.

7.03 Non-Use Obligation

In addition to its obligation of non-disclosure hereunder, Client agrees that it will not, directly or indirectly, attempt to appropriate or otherwise use, for its or other parties benefit, the Information of EFG.

VIII. Assignment

Neither Party may assign this Agreement or any right or interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IX. Miscellaneous

- 9.01** Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. The Parties acknowledge that the terms of this Agreement may need to be modified to accommodate changes in the E-rate program rules and regulations.
- 9.02** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- 9.03** All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.

9.04 Both Parties shall comply with provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in connection with the performance of their obligations hereunder.

9.05 No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.

X. General Provisions

This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters herein, and supersedes all prior or contemporaneous representations or agreements, written or oral, with respect to the matters covered herein.

Nothing in this Agreement is intended to create, or shall be construed as creating, a joint venture, partnership, agency, or taxable entity between the Parties, or any right to pledge the other's credit.

Neither Party shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labor dispute, accident, civil commotion, epidemic, or any other cause beyond such Party's reasonable control.

This Agreement may be terminated immediately by either Party upon any breach by the other Party of any terms or conditions contained herein. Any such termination shall be presented to the other Party in writing.

No termination of this Agreement shall release either Party from its obligation to pay the other Party any amounts which accrued prior to such termination or which shall accrue after such termination.

The Parties acknowledge that the provisions of this Agreement have been negotiated between them. Therefore, regardless of any Canons of Construction, laws or regulations to the contrary, this Agreement, including addendum, shall not be strictly construed against the drafter.

XI. Notices

All notices and other communications to be given to any party hereto in accordance with the provisions of this Agreement shall not be effective unless in writing and shall be deemed to have been given:

- i. on the date of receipt if hand-delivered; or
- ii. five (5) business days after being sent by registered or certified mail, postage prepaid, return receipt requested;
- iii. three (3) days after being sent by overnight courier, or on the date delivered as per the courier's records; or

- iv. on the date of receipt, with receipt confirmed, if sent by telex, facsimile or other telecommunications equipment,
- v. on the date of receipt, with receipt confirmed, if sent by e-mail.

In each case any such notice shall be addressed to the relevant party at the address stated below:

Educational Funding Group, Inc.	Buckeye Local School District (Ashtabula)
26650 Renaissance Pkwy, Suite #2	3436 Edgewood Drive
Cleveland OH 44128	Ashtabula, OH 44004

Phone: 216-831-2626 Phone: _____

Fax: 216-831-2822 Fax: _____

E-mail: erate@naa.com Email: _____

Client shall have five (5) Client business days after notification to cure any default.

XII. Multiple Counterparts

This Agreement shall be executed in two (2) separate copies with each copy constituting an original. Facsimile, pdfs and other electronic copies, including signatures, shall be deemed authentic.

Each undersigned signatory represents that each has authority to enter into this Agreement on behalf of its respective Party.

Educational Funding Group, Inc.

Buckeye Local School District (Ashtabula)

Paul Karas, President

Signature

Printed Name

Title

Date

Date

BUCKEYE LOCAL BOARD OF EDUCATION

September 20, 2017

RESOLUTION
APPROVING TAX ABATEMENT PROPOSAL/WAIVER
NATURAL GAS PIPELINE

RESOLUTION 2017-____ OF THE BUCKEYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION APPROVING THE TAX ABATEMENT PROPOSAL OF RH ENERGYTRANS, LLC AND WAIVING THE 45-DAY NOTICE PERIOD FOR REVIEW.

WHEREAS, the Board has received notification of an enterprise zone proposal submitted by RH energytrans, LLC requesting 75 percent, 15-year exemption for construction of a natural gas pipeline in North Kingsville Village and Kingsville Township, Ohio, which property is situated in the Buckeye Local School District, and

WHEREAS, the Board is aware that the County’s economic development team has reviewed and support the proposal; and

WHEREAS, the Board is aware that the implementation of the project requires approval by the Board prior to the 45-day review period allowed by Ohio Revised Code 5709.62, so that the project may commence as soon as possible;

BE IT RESOLVED, by the Buckeye Local School District as follows, to-wit:

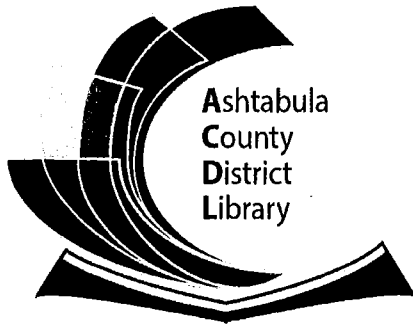
SECTION 1: That the Board hereby approves the proposed agreement for tax abatement submitted by RH energytrans, LLC to Ashtabula County for a 75 percent exemption on real and personal property taxes for a period of fifteen years, as supported by the County economic development team,

SECTION 2: That the Board hereby waives the 45 business-day review period for the proposed agreement so that the Ashtabula County Commissioners may consider this matter as soon as practicable in the interest of allowing the project to commence as needed by the business.

WHEREFORE, the Resolution shall be in full forces and effect from and after the earliest period allowed by law.

Jon Hall
President
Buckeye Board of Education

Jamie Davis
Treasurer
Buckeye Board of Education



Ashtabula Public Library & Administration

4335 Park Avenue Ashtabula, OH 44004
(440) 997-9341 Fax (440) 998-1198

Geneva Public Library & ACDL Bookmobile

860 Sherman Street Geneva, OH 44041
(440) 466-4521 Fax (440) 466-0162

www.acdl.info

SEO Consortium Subcontract between the Ashtabula County District Library and Buckeye Local Schools

The Ashtabula County District Library (ACDL) is the primary entity with which the SEO (Serving Every Ohioan) Consortium has a contract. ACDL is offering to subcontract with the independent school libraries of Ashtabula County in order to provide access to more materials to the library patrons of Ashtabula County schools and to mitigate the cost to the schools of establishing independent Integrated Library System (ILS) access.

This subcontract with the independent school libraries of Ashtabula County in no way negates the original and binding contract with the SEO Consortium. By signing this contract, the independent entity agrees to abide by the SEO Consortium contract as well as the addendums below.


The ACDL Board of Trustees and the School Board of Education through such powers that are regulated to their administrators shall govern this agreement.

In order to ensure clear communication, one school librarian will serve as a representative. The duties of this representative will be to communicate overall concerns to ACDL. Training questions will be addressed directly with the SEO Consortium help desk. Technological questions will be addressed directly with the SEO Consortium help desk. Cataloging questions will be addressed directly with the SEO Consortium. Maintenance and upgrade changes will be announced through ACDL.

The Ashtabula County District Library agrees to absorb the annual cost of \$1,000 per school (a total of \$11,000). This charge is based on the SEO Consortium service fee. The service fee is subject to change from year to year. In the event the SEO Consortium's price structure changes and/or the Ashtabula County District Library is no longer able/willing to cover this additional cost, this contract will be null and void and a new contract with a new service fee agreement will be provided.

Furthermore, Buckeye Local Schools agrees to independently contract and assume all costs for participating in the state-wide delivery system.


Should the librarian have materials that cannot be copy cataloged by the librarian, the librarian can independently request with SEO to create a bibliographic MARC record via OCLC's CatExpress. The fees will be paid for by the entity that requests this service, not ACDL. OCLC is the world's largest library cooperative and subcontracts with the SEO Consortium for discounted charges.



Patrick Colucci, Superintendent
Buckeye Local Schools

8/2/17

Date



Penny Neubauer, Director
Ashtabula County District Library

8-1-17

Date

AGREEMENT

This agreement between the
Ashtabula County District Library

hereinafter known as the PARTICIPATING LIBRARY,
and the State Library Board, hereinafter known as the STATE LIBRARY,

WITNESSETH THAT:

The STATE LIBRARY will provide to the PARTICIPATING LIBRARY certain services relative to the operation of the SEO Consortium, hereinafter known as the SYSTEM, as described below.

Duration

- A. The term of this Agreement shall commence on July 1, 2017.
- B. This Agreement shall be automatically renewed for one year on the first day of July of each year, which shall be the anniversary date. The terms and conditions shall continue as set forth herein unless modified by mutual agreement of the parties at least ninety days prior to the anniversary date.
- C. This Agreement may be terminated by either party only at the anniversary date and with six months written notice, except in the event that either party is unable to perform its obligations under this Agreement. At termination, all costs associated with the data extraction and data clean-up will be the responsibility of the library requesting termination. If the PARTICIPATING LIBRARY terminating requires additional time beyond the anniversary date a pro-rated fee will be negotiated between both parties.
- D. If, during the term of this contract, funds that support the SEO Library Center become unavailable or are substantially reduced, the State Library has the right to amend or cancel this contract.

Access

- A. The PARTICIPATING LIBRARY shall have access to and use of the circulation functions of the automated SYSTEM and to the online catalog functions.
- B. The PARTICIPATING LIBRARY shall have access to the SYSTEM via the Ohio Public Library Information Network (OPLIN) to the SEO Library Center. Telecommunications line charges, not provided by OPLIN, will be paid by the PARTICIPATING LIBRARY.
- C. The PARTICIPATING LIBRARY may have access to the SYSTEM by the number of licenses listed in the addendum.
- D. Except as noted in section E below, the SYSTEM shall be available for access except during nightly maintenance from 11pm to 11:30pm. Staff support will be provided to the PARTICIPATING LIBRARY during the following hours:

Monday through Friday	8:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 5:00 p.m.
Sunday	11:00 p.m. to 5:00 p.m.

- E. From time to time, the SYSTEM will, due to malfunction or other cause, be unavailable. During these periods of downtime, the STATE LIBRARY will work with the SYSTEM vendor to make the SYSTEM available as expeditiously as possible.

Equipment and Supplies

- A. The PARTICIPATING LIBRARY will be responsible for the purchase of all equipment for use at the PARTICIPATING LIBRARY site, excluding telecommunications equipment required to connect the main library (or a library building designated by the PARTICIPATING LIBRARY) to the central computer site. All equipment for use with the SYSTEM must be approved by the STATE LIBRARY.
- B. The PARTICIPATING LIBRARY will be responsible for any work which may be necessary to provide appropriate electrical and telecommunications service within the PARTICIPATING LIBRARY.
- C. The PARTICIPATING LIBRARY will be responsible for purchasing any supplies which may be necessary for use at the PARTICIPATING LIBRARY and for supplies which are used at the central computer site specifically for the PARTICIPATING LIBRARY.
- D. The PARTICIPATING LIBRARY will be responsible for costs for maintenance and service for the equipment at the PARTICIPATING LIBRARY and for any insurance on the equipment.
- E. The STATE LIBRARY will provide all equipment and facilities at the central computer site necessary to operate the SYSTEM.

Membership Service Fee

- A. The PARTICIPATING LIBRARY will be charged a service fee for use of the SYSTEM. The service fee is based on .5% of total operating revenue plus a base rate for the PARTICIPATING LIBRARY. The service fee is subject to change from year to year.
- B. The specific amount of the service fee and the basis for its calculation for a given year will be attached to this contract as an addendum for that year.
- C. The annual service fee shall become due with the signing of this contract and on the anniversary date of the contract thereafter. The PARTICIPATING LIBRARY shall have the option of paying the full service fee when the contract addendum in B above is received or of paying $\frac{1}{4}$ of the service fee when the addendum is received, $\frac{1}{4}$ in October, $\frac{1}{4}$ in January and $\frac{1}{4}$ in April. Invoices will be issued by the STATE LIBRARY and must be paid within thirty (30) days of the due date.
- D. If, for any reason, the STATE LIBRARY is unable to fulfill the terms of this AGREEMENT, a portion of the most recently paid service fee will be refunded to the PARTICIPATING LIBRARY. The amount of the refund will be directly proportional to the period within the AGREEMENT year during which service is unavailable from the STATE LIBRARY.

Misc. Service Fees

Fees

- | | |
|--------------------------------------|--------------|
| A. CatExpress marc records-Small | See Addendum |
| CatExpress marc records-Medium | See Addendum |
| CatExpress marc records-Large | See Addendum |
| B. Original retrospective cataloging | See Addendum |
| C. Overdue Notification Service | See Addendum |
| D. Online Database Fee | See Addendum |

The specific amount for the Misc. Service Fees and the basis for its calculation for a given year will be attached to this contract as an addendum for that year.

A CatExpress fee will be assessed to each PARTICIPATING LIBRARY on a quarterly basis based on size of library. For purposes of this contract, PARTICIPATING LIBRARIES will be grouped by Small, Medium, or Large. Quarterly amounts for each PARTICIPATING LIBRARY are listed under Misc. Service Fees. Quarterly amounts assessed each PARTICIPATING LIBRARY will be reviewed on an annual basis.

B. Original retrospective cataloging will be provided to the PARTICIPATING LIBRARY, for a fee, for items that are part of the PARTICIPATING LIBRARY collection that have never been cataloged to the SEO Library Center. This fee does not apply to newly acquired items that require original cataloging.

C. Overdue Notification Service will be available Monday – Friday, either in printed form or on-line, unless the system is unavailable. Printed reports will be mailed the same day they are run providing postal service is available. Mailings to borrowers will be available either in print, telephone and/or via e-mail.

D. Online Database Fee, when necessary (e.g. NovelList) will be assessed to each PARTICIPATING LIBRARY on a quarterly basis based on size of library. For purposes of this contract, PARTICIPATING LIBRARIES will be grouped by Small, Medium, or Large. Quarterly amounts for each PARTICIPATING LIBRARY are listed under Misc. Service Fees. Quarterly amounts assessed each PARTICIPATING LIBRARY will be reviewed on an annual basis.

Misc. Service Fees provided to the PARTICIPATING LIBRARY will be billed quarterly.

Ownership of data

- A. The SYSTEM's data files, which include bibliographic records, patron data, and circulation transactions, shall be mutually accessible by all participating libraries.
- B. The PARTICIPATING LIBRARY may request that data files which contain data relevant to that library's materials and/or borrowers be processed to extract, in machine readable format, data pertaining to the PARTICIPATING LIBRARY. The STATE LIBRARY shall extract such records and make them available to the PARTICIPATING LIBRARY at a time agreed upon by both parties. The PARTICIPATING LIBRARY will be responsible for any costs associated for this process.
- C. The software programs that are used to operate the SYSTEM shall remain the exclusive property of the STATE LIBRARY.

Input, Modification, and Security of Data

- A. The PARTICIPATING LIBRARY and the STATE LIBRARY shall take all reasonable precautions to protect the confidentiality and integrity of all data input into the system by ensuring that the information and services are provided only to those authorized.
- B. The PARTICIPATING LIBRARY and the STATE LIBRARY shall exercise due diligence to ensure that computer and telecommunications systems are secure, and that the information contained within those systems is protected from unauthorized disclosure, modification or destruction, whether accidental or intentional.
- C. The PARTICIPATING LIBRARY shall have the capability and authority to input and modify the following data:
 - 1. borrower data records of its users,
 - 2. item records for its materials,
 - 3. its own circulation transaction records.
- D. The STATE LIBRARY shall retain exclusive authority to input and modify bibliographic records in the SYSTEM.
- E. The STATE LIBRARY shall take all reasonable precautions to prevent the loss or corruption of data files, including the frequent and regularly scheduled copying of data files for back-up purposes.

This contract shall be binding on both parties. However, it is expressly understood and agreed to by the parties that none of the rights, duties, and obligations herein shall be binding to either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are available or unencumbered.

This agreement shall be constructed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

IN WITNESS THEREOF, the parties have executed this contract as of the date last written below.

4/25/2017
Date

Penny Neubauer, Director Ashland County District Library
Participating Library

Date

State Librarian



TERMS AND CONDITIONS OF CONTRACT

This Agreement is hereby entered into between the Buckeye Local Schools hereinafter referred to as "Client," and Diverse Network Associates, Inc. dba Catapult K12, hereinafter referred to as "Company."

1. **Project Start Date.** The project start date is the date in which this document is signed, unless otherwise stated, hereinafter referred to as "Project Start Date".
2. **Initial Term.** The initial term of service starts October 1, 2017, hereinafter referred to as "Initial Term".
3. **Integration of Website Design & Hosting Quote.** This document is made with the Website Design and Hosting Quote (the "Term Sheet"), which is made a part of this Agreement, along with the "Client" named therein, for a scope of work outlined on the cover sheet, which generally includes a "Scope of Work" or "Proposal". The actual site created for the Client is referred to as the "Website". Once signed, the terms of the Term Sheet become a binding "Agreement" along with the terms and conditions herein, "Addendum A" if Website Hosting is included, and "Addendum B" Additional Project Details, which is incorporated by this reference.
4. **Additional Changes.** In the event any changes, additions, modifications or otherwise are needed or requested from Client over the Proposal, such changes shall be subject to additional customization charges according to Company's then-current standard rates and fees. Additionally, any changes made after the "Design Approval" is signed by Client, such changes to the HTML to support custom design requests, and any other unexpected modifications will result in additional custom design and/or web programming charges according to then-current standard rates and fees.
5. **Website Design & Development Timeframes.** Company reserves all rights to all provided design options and proprietary programming. Any estimated timeline for delivery of the Website is based on the agreed assumption that Client will make all technical and graphic decisions within two (2) business day of submission and promptly provide all requested materials within a week of the Project Start Date.
6. **Client Acceptance & Delivery.** Unless otherwise specified in "Addendum B", Company generally delivers the Website to Client in 6-8 weeks from the date that Company has all the materials needed. Prior to going live, Client shall review, test and inspect the Website and upon satisfaction, shall sign a "Final Project Approval", which is irrevocable once executed. If Client fails to reasonably cooperate with Company, or elects to cancel the Website creation, all setup fees are non-refundable. Unless Client notifies Company in writing of errors, modifications or corrective actions required prior to the "Final Project Approval", then Client shall be deemed to have accepted the Website and Company shall immediately thereafter be deemed to have fulfilled all its development obligations hereunder. Client understands *all sales are final*. Setup fees cannot be refunded.
7. **Payment of Fees.** All charges for development of the Website and set up fees shall be paid as provided in the Term Sheet, unless otherwise specified in "Addendum B".
8. **Training.** Once a Website is developed and delivered, Company shall apply its Standard Training Program to Client for the use of Company's proprietary content management system (CMS). If Client requests additional support or training, it shall be at Company's then-current standard rates. There is no website hosting training. The Standard Training Program is defined by a 1 to 2 hour WebEx training session where up to 30 school district employees can attend the training session.
9. **Representation and Warranty as to Ownership of Content.** Client represents and warrants to Company, which shall continue throughout the use of the Website, that it has the full legal and other rights and approvals to use all photos, logos, links, written materials, and other content featured on the Website. Client shall hold Company free and harmless from any costs, claims, fines, attorneys' fees, lawsuits, and expenses arising from any breach of this representation and warranty.



10. **Intellectual Property.** Except as expressly provided herein, Company reserves all rights to all intellectual property under Federal and California laws. Client is receiving a non-exclusive, non-transferable, royalty free license to use the Website.
11. **Marketing Services Results.** Company does not guarantee or promise natural search engine rankings. Our services are 100% "white hat" and fall within the guidelines and standards that the search engines provide to get your site ranked naturally.
12. **Software Support.** For the period defined in the Initial Term following delivery of the Website, or a period equal to the Website Hosting (if applicable), Company will apply commercially reasonable efforts to assist Client with "bugs" that stop the software from functioning at no additional cost. This does not include "bugs" that are caused by the releases of new browsers or any unforeseen changes in the Internet, new web browsers, new security methods, or development standards that Company is unaware prior to the signing of this Agreement. Company shall maintain reasonable business hours for phone help by its team.
13. **Cancellations.** Except with the consent of Company, in Company's sole discretion, Client may not cancel this Agreement and the Website development prior to completion and delivery.
14. **Payments.** Company will charge one-half of all setup fees at the Project Start Date. Company will charge the second half of all setup fees at start of Initial Term. The Annual Services Fees, defined in the Term Sheet, will be billed at the start of Initial Term or within two months of signing this agreement whichever comes first. In the event of cancellation or default in payment, the website will be suspended and taken offline. A fee may apply to reinstate website.
15. **Illustration Rights.** Company retains the right to show its name, logo, brand and/or identify at the bottom footer of the Website for marketing purposes.
16. **LIMITATIONS ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY LAWSUITS, CLAIMS, FINES, EXPENSES, ATTORNEYS' FEES OR EXPENSES WHICH ARISE FROM ANY MISUSE OF THE WEBSITE. CLIENT ACKNOWLEDGES THAT COMPANY IS SOLELY A CONDUIT THAT CREATES THE PLATFORM FOR CLIENT TO UPLOAD ITS OWN CONTENT, AND CLIENT IS SOLELY RESPONSIBLE FOR ALL CONTENT ON THE WEBSITE, INCLUDING ANY MISUSE OR UNAUTHORIZED ACCESS/USE OF THE WEBSITE.
17. **Ownership of Final Work Product.** Except for logos, data, artwork and other information provided solely by Client, Company is the sole owner of all intellectual property rights of or arising from the Website, including without limitation all code, custom-made artwork, features and design.
18. **Miscellaneous.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement. Client agrees to keep Company informed of all current contact information for Client's account. Changes in Client's account information may be reported to Company by e-mail at contact@CatapultK12.com. Failure to maintain or keep current all contact information shall be a ground for Company to terminate Client's account for cause. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.



TERMS AND CONDITIONS FOR WEBSITE HOSTING ADDENDUM A

- 1. Acceptance & Fees.** If provided in the Term Sheet, Company shall provide Website Hosting Services ("Services") for Client, as provided herein. Client agrees to be bound by all the terms and conditions of this Agreement. Client shall pay the website hosting service fees described in the Term Sheet.
- 2. Provision of Services.** Company agrees to provide Client with its standard website hosting services. A more detailed description of the services included in Client's service plan is outlined in the Term Sheet or available upon request in Company's promotional and marketing materials. Company reserves the right to change or modify the features of Client's service plan from time to time on 30 days' written or e-mailed notice to Client. Client's continued use of Company's services after receipt of such a notice of modification shall constitute Client's acceptance of and agreement to be bound by the Company's modification of the terms and conditions of this agreement and the Term Sheet.
- 3. Agreement Term & Termination.** Unless otherwise stated in Term Sheet, incorporated by this reference, the initial term of this agreement shall commence on the date of execution of the Initial Term and continue for a 12-month term ("Initial Term"). After Initial Term, this Agreement shall be automatically renewed for successive annual periods until terminated by either party upon 30 days' advance written notice. There is no partial refund of fees parties as provided in this Agreement upon an early termination by Client. In the event Client properly terminates this Agreement, Company shall provide Client with a digital back up of the Website files to Client either as an attachment to an e-mail or via other file transfer process, or mail them to Client in the form of a CD-ROM.
- 4. Payment Terms.** Client agrees to pay Company the amount specified on Term Sheet for the Company's services. Company reserves the right to change or modify its charges for Client's plan from time to time after the Initial Term, upon giving 30 days' notice written or e-mailed to Client. Client's continued use of Company's services after receipt of such a notice shall constitute Client's acceptance of and agreement to be bound by the Company's modified charges for its services. Additional charges for add-on services not included in Term Sheet will be provided to Client in a separate quote or amendment to this Agreement. Service charges are payable as provided in the Term Sheet, without advanced invoice or demand. Payments can be made online or by check. Interest in the amount of 1.8% per month will be added to any outstanding invoices remaining unpaid for more than 30 days, in addition to a \$100.00 late fee. Client may elect to have payments charged to a credit or debit card or other account automatically on the first day of any payment period. Any charges for upgrading Client's current hosting package, or performing add-on requests, will be billed in the next invoice and are due immediately.
- 5. Content Management.** Company has developed a proprietary "Content Management System" or "CMS", which allows Client to directly manage its own content. Client is solely responsible for supplying, verifying, policing and monitoring its own content, and Company grants to Client a non-exclusive and non-transferrable license to use the CMS for a term concurrent to the term of hosting services provided by Company to Client.
- 6. Regulated Use.** Company may impose rules and regulations on the use of the Website and CMS during the term of any hosting services, so as to ensure the effective, efficient, proper and lawful use of the system, which Client shall diligently abide by upon receipt of notice of such rules and regulations.
- 7. Violations of Network Security.** Client is prohibited from violating or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.



8. **Web Hosting Support.** The web hosting support defined in the Term Sheet and will be provide during Initial Term.
9. **Warranty Against Unlawful Use.** Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client's account for cause.
10. **Liability; No Warranty; Limitation of Damages.** Client expressly agrees that use of Services provided by Company is at Client's sole risk. Company guarantees 99% percent uptime for its Web servers. If uptime for Client's Web server falls below 99% percent during any given month, Company shall credit back a pro rata payment of the monthly service fees equal to the amount of down time. Any such credit shall be applied to future invoices. This credit shall be Client's sole and exclusive compensation for any downtime or other unavailability of Company's services under this Agreement. COMPANY SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY DAMAGES OR LOSS ARISING AS A CONSEQUENCE OF SUCH DOWNTIME OR UNAVAILABILITY. COMPANY, ITS AGENTS, AFFILIATES, LICENSORS OR THE LIKE, DO NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIEDLY, THAT THEIR SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THEIR SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THEIR SERVICES, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. COMPANY, ITS OFFICERS, AGENTS, OR ANYONE ELSE INVOLVED IN PROVIDING SERVICES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE SERVICES; OR FOR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS, OR SERVICES. COMPANY WILL EXERCISE NO CONTROL OVER THE CONTENT OF THE INFORMATION PASSING THROUGH COMPANY'S WEBSITE/NETWORK. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. COMPANY ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY CLIENT, INCLUDING LOSS OF DATA RESULTING FROM DELAYS OR NON-DELIVERIES.
11. **Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.** Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Company. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement. Client expressly warrants to Company that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Company servers.
12. **Hardware, Equipment, and Software.** Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Company servers. Company makes no representations, warranties, or assurances that Client's equipment will be compatible with Company Services. Company will provide testing upon request.
13. **Age.** Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Company account are at least 18 years of age.
14. **Indemnification.** Client agrees to defend, indemnify, and hold Company harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Company, its agents, servants, officers, and employees, that may arise or result from any Service provided or performed or agreed to be performed or any product sold by Client, Client's agents, employees, or assigns. Client further agrees to defend, indemnify, and hold harmless Company against liabilities arising out of: (a) Any liability to Company arising by virtue of any use of Company's services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet; or, (b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client.



IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign this Agreement as set forth below.

Client: _____

Address: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Invoicing Contact Email: _____

Invoicing Contact Phone: _____

Annual Services Fee Payment Options: (Either: check box that applies)

- Billed monthly in advance with effect from the Initial Term
- Quarterly in advance
- Annually in advance
- Other: _____.

Duration of Agreement:

Start Date: October 1, 2017
 Expected Launch Date: December 1, 2017
 Months of Initial Term: 24
 Billing from 12/1/17 - 6/30/18
 Billing from 7/1/18 - 6/30/19

Job Notes: During the 24 month contract, service fees will never increase.

Company: DIVERSE NETWORK ASSOCIATES, INC., a California corporation, D/B/A "CATAPULTK12"

Address: 2 Governors Lane, Ste. B, Chico, CA 95926.

Taxpayer ID#: 48-1284049

By: Jason Jeffery

Signature: _____

Title: CEO

Date:



Diverse Network Associates, Inc.
2 Governors Ln. Suite B, Chico, CA 95926

WEBSITE DESIGN AND HOSTING QUOTE

Client: Buckeye Local Schools
Contact: John Radwancky
Address: 3436 Edgewood Dr.
City: Ashtabula
State: OH **Zip Code:** 44004

Date: July 11, 2017
Phone: (440) 228-2969
Fax: _____
Email: jradowancky@gmail.com
Catapult Contact: Jason Jeffery / jjeffery@catapultk12.com

ONE-TIME SETUP FEES

Description	Qty	Unit Price	Setup Fee
District Semi-Custom Responsive Website Included: Dedicated Project Manager, Automated Staff Directory Active Directory, Google Calendar, Social Media Integration, 2 Hours WebEx Software Training, Unlimited Teacher Websites	1	\$2,000.00	\$2,000.00
School Semi-Custom Responsive Websites (Based on District Design)	4	\$1,000.00	\$4,000.00
ADA Compliant Data Migration (optional - est. hours)	20	\$39.00	\$780.00
Multi-Site Discount	5	-\$300.00	-\$1,500.00
Sub-Total			\$5,280.00

ANNUAL SERVICE FEES

Description	Qty	Unit Price	Annual Fee
Service Fee Includes: Website Hosting (Disk Space, FTP, Bandwidth, Backup Services), CMS Software & Technical Support.	5	\$1,188.00	\$5,940.00
Multi-Site Annual Discount	Discount Percentage:	33%	-\$1,960.20
Sub-Total			\$3,979.80

SUMMARY OF FEES

YEAR 1 TOTAL		YEAR 2 TOTAL	
One-Time Setup Fees:	\$5,280.00	One-Time Setup Fees:	\$0.00
Annual Service Fees:	\$3,979.80	Annual Service Fees:	\$3,979.80
TOTAL OUT OF POCKET:	\$9,259.80	TOTAL OUT OF POCKET:	\$3,979.80

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the one-time start-up fees upon signing this document and the second half once the project has been completed or two months after the dated quote, whichever comes first. This quote is good for 30-days. Once signed, please email, electronically sign or fax this quote to CatapultK12.

_____ Printed Name	_____ Signature	_____ Date
Phone: (888) 840-9901	Fax: (530) 230-9995	sales@catapultk12.com



SCHOOL STAFFING AGREEMENT

This School Staffing Agreement (hereinafter "Agreement") is entered into this 4th day of August, 2017, by and between **Buckeye Local Schools** located at 3436 Edgewood Dr, Ashtabula, Ohio 44004, referred to in this Agreement as "SCHOOL," and **Maxim Healthcare Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 70 West Erie Street, Suite 200, Painesville, Ohio 44077, referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, SCHOOL requires health care personnel to provide nursing services to SCHOOL students (here in referred to as "STUDENT(s)") under the general supervision of the SCHOOL, and wishes to engage MAXIM to provide such personnel to supplement SCHOOL's staff.

WHEREAS, MAXIM employs health care personnel and is willing to provide such personnel to SCHOOL.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, SCHOOL and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) SCHOOL calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by SCHOOL, provide one or more licensed health care providers (i.e RNs, LP(V)Ns, and CNAs (collectively, "Personnel") to provide one-to-one nursing services to physically and/or mentally disabled SCHOOL STUDENT(s), subject to availability of qualified Personnel. Services will be provided according to SCHOOL calendar year and includes, but are not limited to traveling to and/or from SCHOOL on transportation provided by SCHOOL. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by SCHOOL, MAXIM will provide SCHOOL with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply SCHOOL with Personnel who meet the following criteria:

- 1) Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to SCHOOL.
- 2) Possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to SCHOOL Administrator upon request.
- 3) Meet MAXIM and SCHOOL conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the MAXIM employee file.
- 4) Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

Section 2.3 Nurse Pool. MAXIM will establish a back-up Personnel pool to provide coverage in the event of Personnel sickness, vacation or unexpected termination, while still allowing for consistency in STUDENT's care.

Section 2.4 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by SCHOOL.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor, if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. SCHOOL shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF SCHOOL

Section 3.1 Responsibility for Patient Care. SCHOOL retains full authority for patient care while using MAXIM Personnel.

Section 3.2 Individual Education Programs (IEP). Services to be provided will be determined by the individual Student's IEP. SCHOOL will provide MAXIM with STUDENT's IEP and all duties will be carried out on SCHOOL premises including, but not limited to, the school bus or other mode of transportation when indicated by the student's IEP. SCHOOL agrees and guarantees, through all reasonable and necessary means, that the IEP will not contradict any aspect of STUDENT's plan of care, as established by STUDENT's physician.

Section 3.3 Right to Dismiss. If SCHOOL's Board or designee determines that anyone provided by MAXIM is incompetent, has engaged in misconduct, or has been negligent, SCHOOL may require such Personnel to leave the premises and will

notify MAXIM immediately. SCHOOL's obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign such Personnel to SCHOOL without prior approval of the SCHOOL's Board or designee. MAXIM has the right to cure such incompetence by replacing incompetent Personnel with competent Personnel.

Section 3.4 Insurance. SCHOOL will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the services under this Agreement. SCHOOL will give MAXIM prompt written notice of any material change in SCHOOL coverage.

Section 3.5 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last work at shift at SCHOOL, SCHOOL agrees that it will take no steps to recruit, hire, or employ as its own employees or as a contractor, those Personnel provided by MAXIM during the term of this Agreement. SCHOOL understands and agrees MAXIM is not an employment agency and that Personnel are assigned to the SCHOOL to render temporary service(s) and are not assigned to become employed by the SCHOOL. The SCHOOL further acknowledges agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that SCHOOL, or any affiliate, subsidiary, department, or division of SCHOOL hires, employs, or solicits MAXIM Personnel, SCHOOL will be in breach of this Agreement. SCHOOL agrees to either (a) give MAXIM one hundred eighty (180) days notice of its intent to hire, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred eighty (180) days notice period OR (b) pay MAXIM a placement fee equal to the greater of five thousand dollars (\$5000.00) or the sum of thirty percent (30%) of such Personnel's annual salary (calculated as Hourly Pay Rate x 2080 Hours x 30%).

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Orientation. SCHOOL will promptly provide MAXIM Personnel with an adequate and timely orientation to SCHOOL. SCHOOL shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the SCHOOL as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the SCHOOL's specific policies and procedures provided to MAXIM for such purpose.

Section 4.2 Non-discrimination. Neither MAXIM nor SCHOOL will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in Attachment A. MAXIM will submit invoices to SCHOOL every week for Personnel provided to SCHOOL during the preceding week. Invoices shall be submitted to the following address:

Buckeye Local Schools

3436 Edgewood Dr.
Ashtabula, OH 44004
ATTN: Jamie Davis, Treasurer

Section 5.2 Payment. All amounts due to MAXIM are due and payable within fifteen (15) days from date of invoice. SCHOOL will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within fifteen (15) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide SCHOOL least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and SCHOOL are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor SCHOOL nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM agrees to indemnify and hold harmless SCHOOL, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees, or agents under this Agreement only. SCHOOL agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of SCHOOL, its directors, officers, employees, contractors, or agents under this Agreement.

Section 6.4 Attorney's Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of

receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Buckeye Local Schools
3436 Edgewood Dr
Ashtabula, OH 44004
ATTN: Jamie Davis, Treasurer

Maxim Healthcare Services, Inc.
7227 Lee Deforest Dr.
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Services, Inc.
70 W. Erie St., Suite 200
Painesville, OH 44077
ATTN: **Alan Skrout, Administrator**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between SCHOOL and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties, except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM's duty to supply Personnel on request of SCHOOL is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of SCHOOL to request Personnel results in no penalty to SCHOOL or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify SCHOOL in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulations.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor SCHOOL will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/SCHOOL Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by SCHOOL, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that SCHOOL may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited

to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of SCHOOL's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in SCHOOL's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of SCHOOL's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to SCHOOL hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

SCHOOL and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as if the date set forth above.

BUCKEYE LOCAL SCHOOLS:

MAXIM HEALTHCARE SERVICES, INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
MAXIM HEALTHCARE SERVICES, INC.
SCHOOL STAFFING RATES FOR
BUCKEYE LOCAL SCHOOLS

Charges will be based on the following hourly rate schedule effective: 4/27/2017

Rates.

Charges will be based on a rate of \$38 per hour for services provided by an LPN/RN not to exceed eight (8) hours a day. Periods of work completed less than one (1) hour will be computed on a *pro rata* basis to the nearest quarter (1/4) hour. Time worked in excess of the hourly limit mentioned in this section will be reviewed on a per case basis to determine if the hours worked will be authorized and paid by SCHOOL.

Grouped rates are as follows:

2-on-1 = \$59 / hr

3-on-1 = \$77 / hr

BUCKEYE LOCAL SCHOOLS:

Signature

Printed Name & Title

Date