

BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting
Tuesday, March 20, 2018
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

Mary Wisnyai – President
David Tredente – Vice President
Gregory Kocjancic
Shannon Pike
Tina Stasiewski

Mr. Patrick Colucci
Superintendent

Mrs. Jamie Davis
Treasurer

Tuesday, March 20, 2018

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, March 20, 2018

1. Opening Items

A. Call to Order

B. Roll Call of Members

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

C. Meditation

D. Pledge of Allegiance

E. Communications/Special Reports

- 1) State of Ohio – Jim Shaw – Buckeye Auditor of State Award
- 2) Kingsville Public Library – Partnership Update – Jim Hernandez
- 3) Technology Update – John Radwancky
- 4) Braden Middle School Update – Bill Billington
- 5) Students of the Month presentation by Trevor Sprague, CEO of the YMCA
 - A. Edgewood High School – Brian Brewer (11th grade)
 - B. Braden Middle School – Grace Patriarco (8th grade)
 - C. Kingsville Elementary – Ellie Laugen (Kindergarten)
 - D. Ridgeview Elementary - Madison Sweeney (1st grade)

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

Reports:

Buckeye received a clean audit opinion (unmodified) on both the financial statements and major federal programs for the period ending June 30, 2017.

Recommendations:

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

A. Approve the February BOE meeting minutes as presented to the board on March 13, 2018.

B. Approve bills paid in February and the financial reports as presented to the board on March 13, 2018.

C. Tax Rates

Adopt the resolution to accept the tax amounts and tax rates as determined by the County Budget Commission and authorize the necessary tax levies and certify them to the County Auditor, as presented in **Exhibit A**.

D. NEOMIN Internet Services and GreatWave

Approve the E-Rate Category One agreements effective July 1, 2018 for a term of 60 months:

- NEOMIN - internet access 500MBS, \$7,511 annual cost (FY18 200MBS, \$4,788 annual cost) as presented in **Exhibit B**.
- GreatWave - building to building direct fiber 500MBS, \$5,952 annual cost (FY18 100 MBS, \$4,560 annual cost) as presented in **Exhibit C**.

E. GreatWave Telecommunications and MNJ Technologies

Approve the E-Rate Category Two agreements effective July 1, 2018 for a term of 12 months:

- GreatWave - maintenance on existing equipment and anticipating cabling needs up to \$111,261 as presented in **Exhibit D**.
- MNJ Technologies - subsidized core networking equipment up to \$133,188 as presented in **Exhibit E**.

F. GreatWave Broadband Services

Approve the non-E-Rate agreement fiber connection from Edgewood High School to the bus garage with GreatWave Communications, as presented in **Exhibit F**, effective July 1, 2018 for a term of 60 months.

2. Treasurer's Report *(continued)*

G. September 2018 BOE Meeting Date Change

Adjust the date for the September 2018 BOE Meeting from Tuesday, September 18, 2018 to Wednesday, September 19, 2018 due to the Growth Partnership Best of County annual awards banquet.

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

3. Superintendent's Report

Reports and Recommendations

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

A. Approve the 2018-2019 School Calendar as presented in **Exhibits G-1 & G-2**.

B. Accept gifts as presented:

1. Applebee's Grill & Bar donated 100 Gift Certificates for an appetizer or Kid's Meal for Student of the Month recipients valued at approximately \$650.00.

2. S&B Floor Covering donated 5 boxes of Johnsonite base molding at a value of \$600.00.

C. Approve the Resolution for supporting school safety and reducing violence in schools, as presented in **Exhibit H**.

D. Approve the Gifted ID Service Plan as presented in **Exhibit I**.

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

4. Personnel

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

Certified Staff:

A. Certified – Appointment for the 2018-19 School Year

Jon Butchko, Social Studies Teacher at .625 and Tutor at .375 hours per day, effective for the 2018-19 school year.

B. Certified – Salary Placement Adjustments, effective January 3, 2018:

1) Tricia Kato, Teacher, from B+10 at \$45,324 to B+20 at \$45,989

2) Christina Veon, Teacher, from M+10 at \$65,652 to M+20 at \$66,985

4. Personnel (*continued*)

C. Home Instruction Tutors

Home instruction tutors for Kingsville Elementary, 5 hours/week, effective March 13, 2018.

- 1) Margaret Andes
- 2) Peyton Longden

D. Certified / Licensed Employees - Employment of Extracurricular and Special Fee Assignments as presented:

<u>Name</u>	<u>Position</u>	<u>Year</u>	<u>Start Date</u>	<u>Yrs. Exp.</u>	<u>Salary</u>
Mary Cornely	Asst. Girls Track	2017-18	3/5/2018	7+	\$2,999.34
*Nicole Dufour	Head Cheerleading	2018-19	8/1/2018	5	\$3,029.31

*Adjustment made from February 20, 2018 agenda in years of experience and salary.

E. Non-Certified/Non-Employees - Extracurricular and Special Fee Assignments:

**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>Year</u>	<u>Start Date</u>	<u>Yrs. Exp.</u>	<u>Salary</u>
Dave McCoy	Asst. Baseball	2017-18	3/1/2018	7+	\$3,029.31
Janet Cunningham	Asst. Boys Track	2017-18	3/5/2018	0	\$2,332.82
Amanda Mills	Asst. Boys Tennis	2017-18	3/12/2018	0	\$1,334.04

4. Personnel (*continued*)

Classified Staff:

F. Classified Staff – Employment of Substitutes as presented:

Secretaries

Rebecca VanLooke

SMEA

Stacy Cox

Cafeteria

Rebecca VanLooke

Bus Driver

Anne Hayes

Summer Maintenance

Kim Braden

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.

____Kocjancic ____Pike ____ Stasiewski ____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

7. Adjournment

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

BUCKEYE LOCAL BOARD OF EDUCATION

March 20, 2018

A RESOLUTION

**ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, the Board of Education in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1, 2018; and

WHEREAS, the budget Commission of Ashtabula County, Ohio has certified its action thereon, to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE, BE IT RESOLVED, by the Board of Education of the Buckeye Local School District, Ashtabula County, Ohio, that the amount and rates, are as determined by the budget commission in its certification, be and the same are hereby accepted; and

BE IT FURTHER RESOLVED, that there be and is hereby levied on the tax duplicate of said School District rate of each tax necessary to be levied within and without the ten mill limitation as per Schedule A attached hereto; and

BE IT FURTHER RESOLVED, that the Treasurer of this Board be, and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mary Wisnyai, President
Board of Education
Buckeye Local School District

Jamie Davis
Treasurer
Buckeye Local School District

FUND	Amount approved by Budget Comm- ission Inside 10M. Limitation		Amount to be Derived from Levies Outside 10 M. Limitation	of Tax Rate to be Levied	
	Column I		Column II	Inside 10 mil Limit	Outside 10 mil Limit
Classroom Facility					
OCF Bond Retirement					
Emergency Current					
General Fund	\$1,011,148.44		\$5,407,196.96	4.30	39.11
Permanent Improvement			\$423,641.72		1.90
Library Bond Retirement					
Textbooks					
OCF Maintenance					
Bond					
Site Acquisition					

SCHEDULE B
LEVIES OUTSIDE 10 MIL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND				Maximum Rate Authorized to	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A., Column II)
OUTSIDE:					
Current Expense Levy authorized by voters on	prior 76	current		19.61	\$2,289,135.87
not to exceed	cont	years.	Cont.		
Current Expense Levy authorized by voters on	Apr 6 78	current	Cont.	8.00	\$933,864.72
not to exceed	cont	years.	cont		
Current Expense Levy authorized by voters on	Nov. 5 91	Current		5.00	\$782,656.09
not to exceed	cont	years.	cont		
Current Expense Levy authorized by voters on	May 3 05	Current		6.50	\$1,401,540.28
not to exceed	cont	years.	cont		
Current Expense Levy authorized by voters on		Current			
not to exceed		years.			
Current Expense Levy authorized by voters on		Current			
not to exceed		years.			
Current Expense Levy authorized by voters on					
not to exceed		years.			
Current Expense Levy authorized by voters on					
not to exceed		years.			
TOTAL OUTSIDE MILLAGE					
SPECIAL LEVY FUND					
TOTAL SPECIAL LEVY FUND					
PERMANENT IMPROVEMENT:					
Levy authorized by voters on					
not to exceed		years.			
Levy authorized by voters on	Nov. 3. 15	PI	2020	1.90	\$423,641.72
not to exceed	5	years.			
Levy authorized by voters on					
not to exceed		years.			
Levy authorized by voters on					
not to exceed		years.			
Levy authorized by voters on					
not to exceed		years.			

and be it further

RESOLVED, That the Clerk of this Board be, and he is hereby directed to certify a copy of this Resolution to the
County Auditor of Said County.

Mr./Ms. _____ seconded the Resolution and the roll

being called upon its adoption the vote resulted as follows:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

NEOMIN Internet Service Contract Number: NEO-IA-2018-BCKY-1Gb

This agreement for Internet Access service ("Agreement"), effective 7/1/2018, is made
BETWEEN:

NEOMIN - Northeast Ohio Management Information Network ("Provider"), whose main office is located at 528 Educational Highway, Warren, OH, and **Buckeye Local Schools** (hereinafter known as "Customer" and collectively with Provider, the "Parties").

WHEREAS, Provider is a regional educational center organized by the State of Ohio pursuant to Section 3301.075 of the Ohio Revised Code to provide for the establishment of an Ohio educational computer network under procedures, guidelines, and specifications of the Department of Education, and;

WHEREAS, Customer is an educational entity in the State of Ohio, and;

WHEREAS, Provider wishes to provide Internet Access services (the "Service") to the Customer subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

"Bandwidth" shall mean a specific quantity of Internet capacity usually measured in Mbps ("MB").

"Bandwidth Service Provider" shall mean the vendor sub-contracted by the Provider to provide transport for the contracted Bandwidth.

"Dedicated Internet Access Provider" shall mean the vendor sub-contracted by the Provider to provide dedicated Internet access for the contracted Internet Access Service.

"Internet" shall mean the publicly available worldwide system of interconnected computer networks that uses agreed upon technical standards based on the Internet Protocol (IP).

"Internet Access Service" shall mean the Provider's basic conduit access to the Internet and for services that are an integral component part of basic conduit access.

"Provider Network" shall mean the broadband services network used by Provider to perform the Services.

"Services" shall mean all of the duties and ministrations pursuant to Section 2.

"*Service Equipment*" shall mean all Provider-owned equipment used to perform the Services.

"*User*" shall mean a school or person authorized by a school to make use of the Services purchased or secured by Customer from Provider by this Agreement.

2. THE SERVICES

In accordance with the provisions of this Agreement, Provider shall provide the Services as specified in Exhibit A and Schedule 1 for the Term of the Agreement.

Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from so monitoring.

3. AGREEMENT TERM AND TERMINATION

This agreement shall be for the period beginning **7/1/2018** to **6/30/2023** ("Term"). In the event that the Customer wishes to terminate the Service prior to the contract period end date, then Customer agrees to be responsible for the following charges:

- (a) The contracted annual amount in full for the balance of the current fiscal year (July 1 – June 30), less the amount already paid by Customer for such fiscal year.
- (b) Fifty percent (50%) for all remaining months and years of this Agreement.

4. CHARGES AND PAYMENTS

Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement, regardless of whether: (1) Customer fails to appropriate sufficient funds; or (2) E-rate funding is approved and/or received. Charges for the Services provided under this Agreement will be billed to Customer on a semi-annual basis. Provider purchases transport through a third-party Bandwidth Service Provider. The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date on the Customer's invoice. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

LEVEL OF SERVICE

Provider will provide the Service as specified in Schedule 1 for an Uptime of 24-hour-per-day, 7-day-per-week less the period during which the Service is not available due to one or more of the following events (collectively, "Excusable Downtime" which is specifically excluded from any Uptime calculation):

- (a) Scheduled or routine testing or maintenance of the Service or any portion thereof;
- (b) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors any other party gaining access to the Service by reason, directly or indirectly, of any act or omission by Customer;
- (c) A failure of the Internet and/or telecommunications networks;
- (d) Any actions taken by Provider believed to be reasonably necessary to preserve data of Customer or other Provider customer;
- (e) The occurrence of any event that is beyond Provider's reasonable control;
- (f) At Customer's direction, Provider restricting access to the Services;
- (g) A failure of Customer's data or systems to integrate with the Services.

If Provider fails to satisfy the Uptime Commitment stated above during a given year, then the Annual Charges for the following year shall be correspondingly reduced by the percentage of time that the Uptime commitment was not met for such preceding year, but under no circumstances shall such credit ever exceed the amount of annual fees otherwise then due. The forgoing credit shall be Customer's sole and exclusive remedy for Provider's failure to comply with its Uptime Commitment.

5. MAINTENANCE

Provider shall be responsible for the maintenance of the Provider Network and Service Equipment. Provider and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Service Equipment. Provider shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by Provider or to repair damage or interruptions caused by the Customer or Customer's equipment.

6. FACILITIES AND EQUIPMENT

The Customer shall provide (i) clean and cleared space at the point of presence in its building as Provider may reasonably require for Service Equipment, which space shall be moisture-free and protected from water and have environmental conditions within the

limits specified by the manufacturers of the Service Equipment, (ii) a separate, dedicated, appropriately fused AC power circuit meeting the limits as specified by the Service Equipment manufacturer for each power supply (the cost of electricity required for the Service Equipment shall be paid by the Customer as partial consideration for Provider's services provided hereunder), (iii) through, raceway, conduit or other cable enclosures for fiber optic lines in its buildings as required to meet the Occupational Safety Health Act, National Electrical Code, and all other pertinent local, state and federal regulations, (iv) space and facilities for installation activities in such condition so as not to be hazardous to the personnel hired by Provider for that purpose and their equipment and (v) reasonable security and protection for the Service Equipment on its property. The Customer shall assure items (i), (ii) and (iv) are effected at the Customer's sole cost before Service and Service Equipment are installed at the Sites and in accordance with the specifications provided by Provider.

7. TITLE AND OWNERSHIP

Title to the Service Equipment shall irrevocably and under all circumstances remain with Provider or its designee, and the Customer will protect Provider's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, Provider may affix to the Service Equipment, dry labels or other markings supplied by Provider identifying the Service Equipment as owned by Provider. Provider may cause this Agreement or any financing statement showing Provider's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

8. STANDARD OF SERVICE

Provider reserves the right to modify, change, add to or replace the Provider Network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Provider's own expense and Provider shall ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Provider Network physical interface or protocol used by the Customer in using Services.

Provider further reserves the right to discontinue Customer's access to the Provider's Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

9. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where Provider is to perform services under this Agreement. If during such performance Provider employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. Provider may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Provider. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle Provider to terminate this Agreement without further liability. If Provider so terminates, Customer shall reimburse Provider for expenses incurred in performing this Agreement until termination.

10. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

11. LIMITATION OF LIABILITY

The following provisions and those in Clause 10 define Provider's entire liability (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default") with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement. Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages, including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of

liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this agreement.

Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

To the extent that Customer, either directly or through its agents, permits student access to the interconnected computer system(s) of the Internet through Provider's Services, Customer assumes full responsibility and agrees to hold Provider harmless for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

12. WARRANTIES

Customer may only utilize the Services for educational activities and educational administrative related activities on its premises. Customer acknowledges that the Service may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet, Provider does not warrant that the functions of the Internet will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Provider Services by Customer or its users. Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider's Internet Access Service. Customer therefore will make no claim against Provider regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

13. INDEMNIFICATION

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK.

14. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

15. CONFIDENTIALITY OF INFORMATION

- (a) (a) Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- (b) Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- (c) Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

16. GENERAL TERMS

- (a) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Ohio, without reference to conflict of laws principles.
- (b) Forum Selection. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal Ohio courts in Trumbull County and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.
- (c) Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this Agreement.
- (d) Independent Contractors. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners or collaborators in joint ventures.
- (e) Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either

party unless the same shall have been mutually assented to in writing by both parties.

- (f) Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- (g) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) Provider may assign this Agreement to an affiliate or a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Any attempted assignment in violation of this section shall be void.
- (h) Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by commercial courier service (e.g., DHL), or by first class mail (certified or registered if available), or by telecopy confirmed by first class mail (registered or certified if available), to the other party at its address first set forth above, or such new address as may from time to time be supplied hereunder by the parties hereto. If mailed, notices will be deemed effective five (5) working days after deposit, postage prepaid, in the mail.
- (i) No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Provider and Customer any rights, remedies or other benefits under or by reason of this Agreement.
- (j) Compliance with Laws. Both Parties shall comply and instruct its agents and Affiliates to comply with all applicable laws and regulations applicable to its or their activities under this Agreement.
- (k) Government Approvals. Customer represents and warrants that no consent or approval with any governmental authority in the United States is required in connection with the valid execution and performance of this Agreement. Customer shall be responsible for any required filings of this Agreement with the government agencies.
- (l) Language. The English language shall govern the meaning and interpretation of this Agreement.

- (m) Currency. All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.
- (n) Entire Agreement. The terms and conditions herein contained, including all exhibits hereto (which are hereby incorporated by reference), constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The terms and conditions of the Agreement shall automatically apply to each transaction between the parties contemplated by this Agreement notwithstanding any additional or different terms and conditions of any ordering document or other instrument, which terms and conditions shall be void and of no effect.

EXHIBIT A

INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet Access Services Agreement (the "Agreement") entered between the Northeast Ohio Management Information Network ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

If for reasons beyond Provider's control, contracted Internet Access services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, pro-rated on the monthly basis per Chart A of Schedule 1, including installation, at Customer cost.

Furthermore, the Customer may choose to upgrade services per the attached Chart B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. Customer may not request service downgrades.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1 and Charts A and B attached hereto and incorporated herein by reference.

2. Installation Charges

Customer agrees to pay Provider for installation costs associated with the provision of Services to Customer, as set forth on Schedule I attached hereto.

3. Provider's Obligations

- a) Provider will provide Internet Access Service as specified on Chart A to Schedule 1 and/or Chart B.
- b) Provider will install and set-up the Internet Access Service to the router and/or switch located in each building stated in Schedule 1 and/or Chart A.
- c) Provider will provide orientation of Customer's personnel regarding connecting to and activating the Service. At no time will Provider train Customer's personnel on the use of the Internet.
- d) Provider is not responsible for any systems, computers, devices or networks connected to the Provider's routing device.

4. Customer's Obligations

- a) Customer will assume all responsibilities for all systems, computers, devices, or networks connected to the Provider's routing device.
- b) Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet UL1449 rating.
- c) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training, and installation of the Service.
- d) Customer will provide Provider with appropriate and sufficient space and electrical power to properly facilitate the Internet Access Service.
- e) Customer agrees not to connect any of its local area networks to alternative Internet service providers without Provider approval.
- f) Customer agrees not to resell any Service or Internet Access Service provided by Provider.

SCHEDULE 1
SUMMARY OF SERVICE/COSTS
And
SERVICE DESCRIPTION

This exhibit is hereby made a part of the Agreement by and between Provider and Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render a minimum of level of basic conduit access to the Internet for the period of the Agreement as indicated in Chart A. Customer may seek increased support, via a written request to Provider, in accordance with Chart B.

Chart A Service Type: Internet Access Description: Internet Access and lit fiber transport for Buckeye Local Schools Establishing Form 470 Number: 180003033					
Location	Minimum Level Service	Monthly (Fiber Transport)	Monthly (Internet Access)	Annual (Fiber Transport)	Annual (Internet Access)
Edgewood Sr HS	500 Mb	\$650.00	\$1,323.00	\$7,800.00	\$15,876.00
Braden Jr HS	500 Mb		\$385.50		\$4,626.00
Kingsville ES	500 Mb		\$385.50		\$4,626.00
Ridgeview ES	500 Mb		\$385.50		\$4,626.00
	Totals	\$650.00	\$2,479.50	\$7,800.00	\$29,754.00
		District Monthly	\$3,129.50	District Annual	\$37,554.00

CHART B
ADDITIONAL BANDWIDTH

Note to Chart B: The cost of transport from the Bandwidth Service Provider and the cost of Internet access from the Dedicated Internet Access Provider may vary. Any changes to the transport cost and/or Internet access cost will be passed through directly to Customer.

As a reminder, this Agreement is not contingent upon approval for E-rate funding.

Location	Service	Monthly Cost Fiber Transport	Monthly Cost Internet Access	Annual Cost Fiber Transport	Annual Cost Internet Access
Schools commencing at 500 MB	1 GB	\$ 1,200.00	\$ 2,260.50	\$ 14,400.00	\$ 27,126.00

Please see next page for signatures

Signature Page

IN WITNESS WHEREOF, this agreement has been executed by the parties:

CUSTOMER:

Printed name of Customer

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of School Board President (Public Schools Only)

Date

Printed name of School Board President (Public Schools Only)

PROVIDER:

Northeast Ohio Management Information Network (NEOMIN)

02/26/2018

Printed name of Provider

Date

Brian Greathouse

Signature of Authorized Provider Representative

Brian Greathouse

Printed name of Authorized Provider Representative

GreatWave Broadband Services

Direct Fiber and Telecommunications Agreement

This Master Service Agreement (the "Agreement") is made this 20th day of March, 2018 and effective the 1st day of July, 2018, by and between Greatwave Broadband Services LLC. (hereinafter, "Company"), and Buckeye Local Schools (hereinafter, "Customer"). Company and Customer may collectively be referred to as "Parties," and each individually may be referred to as "Party." For and in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. Agreement. Company hereby agrees to provide a fiber interconnect and telecommunications services (the "Services") to Customer and Customer hereby accepts and agrees to pay Company for the Services in accordance with the terms and conditions herein. The Exhibits attached hereto are hereby incorporated in this Agreement and constitute a part of this Agreement.

2. Compensation. Customer shall compensate Company for the Services in the according the amounts outlined in Exhibit I. Construction, equipment, and installation charges will not apply.

3. Term. This Agreement will become effective upon execution by both Parties with the date of July 1, 2018 (the "Effective Date"), and will have a term of sixty (60) months (the "Term").

3.1.1 Upon the expiration of the Term, this Agreement may continue on a month-to-month basis at the monthly rate in effect at the time of expiration until a new agreement is executed by the Parties.

3.1.2 Early termination charges equal to 25% of the monthly rate multiplied by the number of months remaining in the Term will apply if Customer terminates the Agreement prior to expiration of Term, unless otherwise specified herein.

4. Termination of Agreement.

4.1 Company may terminate this Agreement if a) Customer fails to pay any invoice hereunder within thirty (30) days of Company's written notice of nonpayment, or b) Customer uses or permits the use of the Services in such a manner that is illegal or unlawful, infringes the patent, copyright, trademark, trade secret, confidential information or other intellectual property rights of a third party or violates general standards of behavior on the Internet or otherwise constitutes network and system abuse.

4.2. A change in the location of the Premises will constitute a termination of the Agreement by Customer if the new location is outside of Company's central office serving area to which the Services were initially provided.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

5. Company Responsibilities. Company will provide the Services and facilities as described below:

5.1 Company will provide fiber termination equipment.

5.2 Company shall provide Customer with contact information for at least three Company points of contact, which will allow Customer to have access to network administrators twenty-four (24) hours per day, seven (7) days per week, for problem resolution and information.

6. Customer Responsibilities.

6.1 Customer will compensate Company monthly, in advance, in accordance with Section 2 herein, unless otherwise agreed between the Parties.

6.2 Customer will provide Company with appropriate internal space on the inside of the Premises to install a splice tray and fiber-optic patch panel, which will be the internal demarcation point.

6.3 Customer will be responsible for internal wiring from the Company's demarcation point to the internal termination location, including the provision of appropriate media, connectors, and hardware. Company will require CATSE, Multi-mode fiber or Single mode fiber. Customer is responsible for all costs associated with the acquisition, installation, and servicing of such internal wiring.

6.4 Customer shall not remove Company equipment from the Premises.

6.5 Exhibit II herein establishes additional Customer responsibilities

7. Company's Inspection. Company shall have the right at any time during normal business hours to enter the Premises and shall be given free access thereto and afforded necessary facilities for the purpose of inspection of the Equipment.

8. Title and Ownership. Title to any Equipment shall irrevocably and under all circumstances remain with Company, and Customer will protect Company's rights, title and interest therein against all persons and will not grant or allow any liens, security interest, mortgages or encumbrances to be made or exist on the same. Customer's interest in the Services is limited to possession and use thereof on the Premises.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

9. Default and Remedies.

9.1 The occurrence of any of the following events will constitute a Default under this Agreement:

9.1.1 Failure by Customer to make a required payment under this Agreement when due, upon the expiration of thirty (30) days from receipt of written notice ("Notice of Default") from Company. If Customer defaults on the compensation owed Company, Company collection procedures will apply.

9.1.2 Failure by either Party to perform any term, covenant, or condition of this Agreement, except as otherwise specified herein, or the inaccuracy in any material respect of any representation or warranty made by either Party to the other, upon Notice of Default.

9.1.3 The filing of a petition of bankruptcy, whether voluntary or involuntary, or the appointment of a Receiver or Trustee for all, or part, of either Party's property or the making of an assignment for the benefit of either Party's creditors.

9.2 Unless otherwise specified herein, the Party failing to perform will not be deemed to be in default if such Party, prior to the expiration of said thirty (30) days, has cured such failure as set forth in the Notice of Default.

10. Rights on Default. If Customer defaults under this Agreement, Company may elect to terminate the Agreement upon thirty (30) days written notice to Customer, and exercise any other legal or equitable right or remedy it may have. If the Agreement is terminated by Company due to Customer default, Customer shall nonetheless remain liable for any compensation due hereunder, including but not limited to early termination charges.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

11. Limitation of Liability.

11.1 In no event will Company be liable, either in contract or in tort, for protection from unauthorized access of Customer's transmission facilities or Customer's premise equipment; or for unauthorized access to or alteration, theft, or destruction of Customer's data files, programs, procedure, or information through accident, fraudulent means or devices, or any other method.

11.2 Except to the extent caused by the negligence of Company, Company will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by any other party; c) any act or omission of any other party; or d) equipment or services furnished by Customer or a third party.

11.3 For any claim arising under or related to this Agreement, Customer's damages, if any, will be limited to those actually proven as directly attributable to Company, subject to the following limitation: Company will not be liable under any circumstances for any indirect, incidental or consequential damages. Including, but not limited to lost profits, even if Company has been advised of the possibility of such damages. Company's liability for damages to Customer for any cause whatsoever, regardless of the form of action, and whether in contract or in tort, including negligence, will be limited to the charges paid for the affected Services for the period of time and the portion of such Services as were unavailable or inoperative.

12. Indemnity. Company will be indemnified and saved harmless by Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:

12.1 Negligent acts or omissions of officers, employees, agents, or contractors of Customer that result in claims and demands for damages to property or for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits;

12.2 Any claims arising from information, data, or messages, transmitted over the network by Customer including but not limited to, claims for libel, slander, invasion of privacy, infringement of copyright, and invasion and/or alteration of private records or data; and

12.3 Claims for infringement of patents arising from the use of hardware and software not provided by Company in connection with the Services.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

13. Offset. The Parties agree to waive any and all existing and future claims and offsets against any payments due under the terms of this Agreement, and agree to pay all amounts due hereunder without abatement or reduction and regardless of any offset or claim which may be asserted by either Party.

14. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be valid and sufficient if delivered by hand, or overnight courier or dispatched by First Class Mail, postage prepaid to the addresses set forth on the signature page, or such other address as either Party shall provide notice of to the other in writing.

15. Force Majeure. Neither Party will be in default of a provision of this Agreement for delays in performance resulting from strikes, riots, lockouts, acts of God or civil or military authority, fire, flood, tornadoes, epidemics or other disasters, or events or acts beyond the reasonable control and without negligence of the Party; time to perform is extended by the time of the delay.

16. General.

16.1 Assignment. This Agreement is personal to the Parties hereto, and may not be assigned by either Party without the express written consent of the other Party. Except as provided herein, this Agreement inures to the benefit of and is binding upon the Parties, their successors and assigns.

16.2 Counterparts. This Agreement may be executed in counterparts, each to be deemed the original.

16.3 Waivers. No provision of this Agreement is waived except by a writing signed by the waiving Party. A waiver or consent to nonperformance in any respect at any time does not constitute waiver with respect to any other nonperformance.

16.4 Amendments. This Agreement may not be amended except by a writing executed by both Parties hereto.

16.5 Entire Agreement. This Agreement, together with its Exhibits, is the entire agreement of the Parties hereto, superseding any and all other agreements, written or oral, in respect of the subject matter hereof, except as explicitly referred to herein.

16.6 Modifications. Any changes, adjustments, or modifications made to the Services during the Term of this Agreement by Customer will be subject to charges associated with such changes, adjustments, or modifications in accordance with the charges in effect at the time.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

17. Downtime. Company is not responsible for any downtime experienced by Customer which is not directly due to Company's negligence. When Company finds it necessary to bring down the backbone, disconnect Customer's equipment from the backbone, or bring down Customer's equipment, Company will make a reasonable attempt to contact Customer no less than twenty-four (24) hours in advance. However, Company reserves the right to perform any of the above without such advance notification in an emergency situation.

18. Content Ownership. Company is not responsible for the content on Customer's equipment, and hereby claims no ownership of it. Any activities performed on Customer's equipment or its stored content is the sole responsibility of Customer. Company will not install or create content or software on Customer's equipment without the express written consent of Customer.

19. Network Security. All security to prevent unauthorized network access ("Security") to Customer's equipment is the responsibility of Customer. Company is not required to provide Security unless specified in a separate agreement.

20. Applicable Laws and Severability. This Agreement shall be governed by the substantive laws of the State of Ohio, without regard to its conflicts of laws provisions. Time is of the essence in the performance of this Agreement. In the event that any provision of this Agreement shall be determined by any court or arbitrator of competent jurisdiction to be invalid for any reason, such provision shall be valid to the extent permitted by law, and the court or arbitrator shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law. The unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions of this Agreement.

21. Definitions. Internet Service means access to the Internet through the GreatWave Broadband Services network, including physical layer transport, network services, and Internet port charges on the GreatWave Broadband Services network.

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

GreatWave Broadband Services LLC

Buckeye Local Schools

P.O. Box 579
Conneaut, Ohio 44030

3436 Edgewood Dr.
Ashtabula, Ohio 44004



Signature

Signature

Name: Kenny Krapp

Name: _____

Title: CSM

Title: _____

Date: 3/5/18

Date: _____

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

Exhibit C

**EXHIBIT I MONTHLY
RECURRING
CHARGES FOR SERVICES PER UNIT**

Monthly Recurring Charge for 500Mb redundant dedicated fiber ring for the following locations: Customer may upgrade at any time during the term of the contract at the quoted price specified in the contract agreement. Edgewood: 2428 Blake Road, Ashtabula Ohio 44004 Braden: 3436 Edgewood Drive, Ashtabula Ohio 44004 Ridgeview: 3456 Liberty St. Ashtabula Ohio 44004 Kingsville: 5875 Rt. 193 Kingsville, Ohio 44048	\$2480.00
Monthly Recurring Charge for 1GB redundant dedicated fiber ring for the following locations: Customer may upgrade at any time during the term of the contract at the quoted price specified in the contract agreement. Edgewood: 2428 Blake Road, Ashtabula Ohio 44004 Braden: 3436 Edgewood Drive, Ashtabula Ohio 44004 Ridgeview: 3456 Liberty St. Ashtabula Ohio 44004 Kingsville: 5875 Rt. 193 Kingsville, Ohio 44048	\$3200.00
Monthly Recurring Charge for Telephone Service: Edgewood: 2428 Blake Road, Ashtabula Ohio 44004 Braden: 3436 Edgewood Drive, Ashtabula Ohio 44004 Ridgeview: 3456 Liberty St. Ashtabula Ohio 44004 Kingsville: 5875 Rt. 193 Kingsville, Ohio 44048	\$1510.00
Total monthly cost of services with 500Mb	\$3990.00
Total monthly cost of services with 1GB	\$4710.00

GreatWave Broadband Services
Direct Fiber and Telecommunications Agreement

EXHIBIT II

ADDITIONAL RESPONSIBILITIES OF PARTIES

Part A. The Company will provide:

- a. Fiber-optic network connection from Company to Customer
- b. Installation of Splice Tray and fiber-optic patch panel in Customer's equipment rack at a location of the customer's choosing. This location shall be considered the network demarcation point "Demarc", which shall represent the end of the Company's network. Customer shall interface with the Company at the Demarc, which shall represent the end of the Customer's network. Company will retain ownership of all hardware and materials at the Demarc.
- c. Full configuration and management of the 100BaseT equipment on the company's end and Customer end at the Demarc
- d. Configuration of the Company's gateway router to provide connectivity

Part B. Customer is Responsible for Providing:

- a. The installation of an appropriate interface for the Customer's equipment, and cabling to this interface to the Demarc
- b. Any cabling or peripherals ("the Peripherals") required to connect the Customer's Equipment to the network
- c. Rack space at the Demarc for Fiber-optic network termination equipment
- d. Access for a Company representative to configure and manage the Customer's connection during the setup period
- e. It is the Customer's responsibility to configure, manage and maintain their own network address space, as well as their equipment

Part C.

The Customer agrees and understands that it is a customer of GreatWave Broadband Services, Internet Services and therefore prohibited from the sale or resale of bandwidth or services provided by this Agreement.

GreatWave Broadband Services

Direct Fiber and Telecommunications Agreement

PART D.

Contacts

a. Greatwave Broadband Services

Courtney Bean, IT Consulting Supervisor
Office Phone: 440-593-7140
Mobile: 440-265-7163
Email: cbean@greatwavecom.com

Don Zappitelli, Outside Plant Manager
Office Phone: 440-593-7100
Mobile: 440-969-4856
Email: donzapp@greatwavecom.com

Tim Conrad, Senior Network Engineer
Office Phone: 440-593-7156
Mobile: 440-969-3726
Email: tconrad@greatwavecom.com

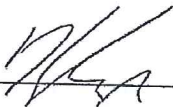
GreatWave Broadband Services LLC

224 State Street
P.O. Box 579
Conneaut, Ohio 44030

Buckeye local Schools

3436 Edgewood Dr.
Ashtabula Ohio 44004

Signature



Signature

Name:

Kenny Krupp

Name:

Title:

CSM

Title:

Date:

3/5/18

Date:



BUCKEYE
LOCAL SCHOOL DISTRICT
ASHTABULA, OHIO

Patrick E. Colluci, Sr., Superintendent
Jamie Davis, Treasurer

3436 Edgewood Drive • Ashtabula, OH 44004
Phone: 440.998.4411 • Fax: 440.992.8369

Exhibit D

Jamie Davis * Treasurer
440.998.2017 * j.davis@buckeyeschools.info
Treasurer's Office * 3426 Edgewood Drive * Ashtabula, OH 44004

March 20th, 2018

GreatWave Broadband Services, LLC
224 State Street - P.O. Box 579
Conneaut, Ohio 44030

RE: E-rate Funding Year 07/01/2018 to 06/30/2019

Dear GreatWave Broadband Services, LLC:

This letter will confirm our decision to purchase from your company up to \$111,261.00 of Category Two products and services, as specified in the attached specifications and price quotations. The portion of this contract for Category Two recurring services (MIBS & BMIC) shall have an end date of 6/30/2019; the portion of the contract for Internal Connections or other non-recurring services, shall have an end date of 9/30/2019.

This agreement is effective the date above-written and is contingent on the following conditions:

1. Contract confirmation by our governing board, if required;
2. Governing board's appropriation of funds; and
3. At our option, award and acceptance of FY2018 E-rate funding.

This written acceptance of your proposal constitutes an agreement between us. It is agreed that the performance dates of this contract may be extended as necessary to accommodate funding delays of the USAC/SLD and other unforeseen occurrences. Our school reserves the right to terminate this contract at any time and for any reason by giving vendor thirty (30) days written notice. Vendor shall be entitled to payment for deliverables in progress, to the extent that the work has been performed satisfactorily. Additionally, we reserve the right to make SPIN changes as allowed by the FCC.

Please sign below to acknowledge your acceptance and **return a signed copy to us as soon as possible. THIS SIGNED, PROPERLY DATED CONTRACT IS REQUIRED UNDER E-RATE RULES.** Electronic, facsimile, photocopy and pdf copies, including signatures, shall be deemed original.

Sincerely,

Vendor

Signature

Signature

Printed Name and Title

Printed Name, Title and Date

3/20/2018

Board Members: Mary Wisnyai (P) • David Tredente (VP) • Gregory Kocjancic • Tina Stasiewski • Shannon Pike

Supporting our students is not the main thing, it's the only thing.

www.buckeyeschools.info



BUCKEYE
LOCAL SCHOOL DISTRICT
ASHTABULA, OHIO

Patrick E. Colluci, Sr., Superintendent
Jamie Davis, Treasurer

3436 Edgewood Drive • Ashtabula, OH 44004
Phone: 440.998.4411 • Fax: 440.992.8369

Exhibit E

Jamie Davis * Treasurer
440.998.2017 * j.davis@buckeyeschools.info
Treasurer's Office * 3426 Edgewood Drive * Ashtabula, OH 44004

March 20th, 2018

MNJ Technologies Direct, Inc.
1025 Busch Pkwy
Buffalo Grove, IL 60089-4504

RE: E-rate Funding Year 07/01/2018 to 06/30/2019

Dear MNJ Technologies Direct, Inc.:

This letter will confirm our decision to purchase from your company up to \$133,188.00 of Category Two products and services, as specified in the attached specifications and price quotations. The portion of this contract for Category Two recurring services (MIBS & BMIC) shall have an end date of 6/30/2019; the portion of the contract for Internal Connections or other non-recurring services, shall have an end date of 9/30/2019.

This agreement is effective the date above-written and is contingent on the following conditions:

1. Contract confirmation by our governing board, if required;
2. Governing board's appropriation of funds; and
3. At our option, award and acceptance of FY2018 E-rate funding.

This written acceptance of your proposal constitutes an agreement between us. It is agreed that the performance dates of this contract may be extended as necessary to accommodate funding delays of the USAC/SLD and other unforeseen occurrences. Our school reserves the right to terminate this contract at any time and for any reason by giving vendor thirty (30) days written notice. Vendor shall be entitled to payment for deliverables in progress, to the extent that the work has been performed satisfactorily. Additionally, we reserve the right to make SPIN changes as allowed by the FCC.

Please sign below to acknowledge your acceptance and **return a signed copy to us as soon as possible. THIS SIGNED, PROPERLY DATED CONTRACT IS REQUIRED UNDER E-RATE RULES.** Electronic, facsimile, photocopy and pdf copies, including signatures, shall be deemed original.

Sincerely,

Vendor

Signature

Signature

Printed Name and Title

Printed Name, Title and Date

3/20/2018_

Board Members: Mary Wisnyai (P) • David Tredente (VP) • Gregory Kocjancic • Tina Stasiowski • Shannon Pike

Supporting our students is not the main thing, it's the only thing. | www.buckeyeschools.info

GreatWave Broadband Services

Bus garage Fiber Agreement

This Master Service Agreement (the "Agreement") is made this 20th day of March, 2018 and effective the 1st day of July, 2018, by and between Greatwave Broadband Services LLC. (hereinafter, "Company"), and Buckeye Local Schools (hereinafter, "Customer"). Company and Customer may collectively be referred to as "Parties," and each individually may be referred to as "Party." For and in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

Article 1. Agreement. Company hereby agrees to provide a fiber connection (the "Services") to Customer and Customer hereby accepts and agrees to pay Company for the Services in accordance with the terms and conditions herein. The Exhibits attached hereto are hereby incorporated in this Agreement and constitute a part of this Agreement.

Article 2. Compensation. Customer shall compensate Company for the Services in the according the amounts outlined in Exhibit I. Construction, equipment, and installation charges will apply if agreement is not fulfilled per Article 4.

Article 3. Term. This Agreement will become effective upon execution by both Parties with the date of July 1, 2018 (the "Effective Date"), and will have a term of sixty (60) months (the "Term").

Article 4. Termination of Agreement.

- 4.1.1 Customer termination of agreement will result in Customer reimbursing Company 100% of fiber construction associated costs of \$21,000 to the Bus Garage at, 3018 Blake Rd Ashtabula Ohio 44004, from Edgewood High School, at 2428 Blake Road Ashtabula Ohio 44004. Reimbursement of 100% of \$21,000 within 0-48 months and 75% of \$21,000 between 48-60 months of agreement signed date. Customer would then own assets of fiber construction after 60 months or upon payment of termination of agreement once paid in full. Fiber assets will be built between the two (2) below specified locations listed in Exhibit I directly on the property of the customer. After the terms have been met, Customer is responsible for maintenance and locating fiber if needed.

Article 5. Company Responsibilities. Company will provide the Services as described below:

- 5.1 Fiber-optic network connection from Bus Garage to Edgewood High School
- 5.2 Installation of Splice Tray and fiber-optic patch panel in Customer's equipment rack at located at Edgewood high School.
- 5.3 Installation of Splice Tray and fiber-optic patch panel in Customer's equipment rack at located at Bus Garage.

GreatWave Broadband Services

Bus garage Fiber Agreement

Article 6. Customer Responsibilities.

- 6.1 The installation and or configuration of customers edge devices that would communicate between the two locations.
- 6.2 Any cabling or peripherals ("the Peripherals") required to connect the Customer's Equipment to the network
- 6.3 Rack space at each location for Fiber-optic network termination equipment
- 6.4 It is the Customer's responsibility to configure, manage and maintain their own network address space, as well as their equipment

Article 7. Company's Inspection. Company shall have the right at any time during normal business hours to enter the Premises and shall be given free access thereto and afforded necessary facilities for the purpose of inspection of the Equipment.

Article 8. Title and Ownership. Title to any equipment will transfer to Customer after term found in Article 3.

Article 9. Default and Remedies.

- 9.1 The occurrence of any of the following events will constitute a Default under this Agreement:
 - 9.1.1 Failure by Customer to make a required payment under this Agreement when due, upon the expiration of thirty (30) days from receipt of written notice ("Notice of Default") from Company. If Customer defaults on the compensation owed Company, Company collection procedures will apply.
 - 9.1.2 Failure by either Party to perform any term, covenant, or condition of this Agreement, except as otherwise specified herein, or the inaccuracy in any material respect of any representation or warranty made by either Party to the other, upon Notice of Default.
 - 9.1.3 The filing of a petition of bankruptcy, whether voluntary or involuntary, or the appointment of a Receiver or Trustee for all, or part, of either Party's property or the making of an assignment for the benefit of either Party's creditors.

GreatWave Broadband Services

Bus garage Fiber Agreement

Article 10. Rights on Default. If Customer defaults under this Agreement, Company may elect to terminate the Agreement upon thirty (30) days written notice to Customer, and exercise any other legal or equitable right or remedy it may have. If the Agreement is terminated by Company due to Customer default, Customer shall nonetheless remain liable for any compensation due hereunder, including but not limited to early termination charges.

Article 11. Limitation of Liability.

11.1 In no event will Company be liable, either in contract or in tort, for protection from unauthorized access of Customer's transmission facilities or Customer's premise equipment; or for unauthorized access to or alteration, theft, or destruction of Customer's data files, programs, procedure, or information through accident, fraudulent means or devices, or any other method.

11.2 Except to the extent caused by the negligence of Company, Company will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by any other party; c) any act or omission of any other party; or d) equipment or services furnished by Customer or a third party.

11.3 For any claim arising under or related to this Agreement, Customer's damages, if any, will be limited to those actually proven as directly attributable to Company, subject to the following limitation: Company will not be liable under any circumstances for any indirect, incidental or consequential damages. Including, but not limited to lost profits, even if Company has been advised of the possibility of such damages. Company's liability for damages to Customer for any cause whatsoever, regardless of the form of action, and whether in contract or in tort, including negligence, will be limited to the charges paid for the affected Services for the period of time and the portion of such Services as were unavailable or inoperative.

Article 12. Indemnity. Company will be indemnified and saved harmless by Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:

12.1 Negligent acts or omissions of officers, employees, agents, or contractors of Customer that result in claims and demands for damages to property or for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits;

12.2 Any claims arising from information, data, or messages, transmitted over the network by Customer including but not limited to, claims for libel, slander, invasion of privacy, infringement of copyright, and invasion and/or alteration of private records or data; and

12.3 Claims for infringement of patents arising from the use of hardware and software not provided by Company in connection with the Services.

GreatWave Broadband Services

Bus garage Fiber Agreement

Article 13. Offset. The Parties agree to waive any and all existing and future claims and offsets against any payments due under the terms of this Agreement, and agree to pay all amounts due hereunder without abatement or reduction and regardless of any offset or claim which may be asserted by either Party.

Article 14. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be valid and sufficient if delivered by hand, or overnight courier or dispatched by First Class Mail, postage prepaid to the addresses set forth on the signature page, or such other address as either Party shall provide notice of to the other in writing.

Article 15. Force Majeure. Neither Party will be in default of a provision of this Agreement for delays in performance resulting from strikes, riots, lockouts, acts of God or civil or military authority, fire, flood, tornadoes, epidemics or other disasters, or events or acts beyond the reasonable control and without negligence of the Party; time to perform is extended by the time of the delay.

Article 16. General.

16.1 Assignment. This Agreement is personal to the Parties hereto, and may not be assigned by either Party without the express written consent of the other Party. Except as provided herein, this Agreement inures to the benefit of and is binding upon the Parties, their successors and assigns.

16.2 Counterparts. This Agreement may be executed in counterparts, each to be deemed the original.

16.3 Waivers. No provision of this Agreement is waived except by a writing signed by the waiving Party. A waiver or consent to nonperformance in any respect at any time does not constitute waiver with respect to any other nonperformance.

16.4 Amendments. This Agreement may not be amended except by a writing executed by both Parties hereto.

16.5 Entire Agreement. This Agreement, together with its Exhibits, is the entire agreement of the Parties hereto, superseding any and all other agreements, written or oral, in respect of the subject matter hereof, except as explicitly referred to herein.

16.6 Modifications. Any changes, adjustments, or modifications made to the Services during the Term of this Agreement by Customer will be subject to charges associated with such changes, adjustments, or modifications in accordance with the charges in effect at the time.

GreatWave Broadband Services

Bus garage Fiber Agreement

Article 17. Downtime. Company is not responsible for any downtime experienced by Customer which is not directly due to Company's negligence. When Company finds it necessary to bring down the backbone, disconnect Customer's equipment from the backbone, or bring down Customer's equipment, Company will make a reasonable attempt to contact Customer no less than twenty- four (24) hours in advance. However, Company reserves the right to perform any of the above without such advance notification in an emergency situation.

Article 18. Content Ownership. Company is not responsible for the content on Customer's equipment, and hereby claims no ownership of it. Any activities performed on Customer's equipment or its stored content is the sole responsibility of Customer. Company will not install or create content or software on Customer's equipment without the express written consent of Customer.

Article 19. Network Security. All security to prevent unauthorized network access ("Security") to Customer's equipment is the responsibility of Customer. Company is not required to provide Security unless specified in a separate agreement.

Article 20. Applicable Laws and Severability. This Agreement shall be governed by the substantive laws of the State of Ohio, without regard to its conflicts of laws provisions. Time is of the essence in the performance of this Agreement. In the event that any provision of this Agreement shall be determined by any court or arbitrator of competent jurisdiction to be invalid for any reason, such provision shall be valid to the extent permitted by law, and the court or arbitrator shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law. The unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions of this Agreement.

Article 21. Definitions. Internet Service means access to the Internet through the GreatWave Broadband Services network, including physical layer transport, network services, and Internet port charges on the GreatWave Broadband Services network.

GreatWave Broadband Services
Bus garage Fiber Agreement

GreatWave Broadband Services LLC

Buckeye Local Schools

**P.O. Box 579
Conneaut, Ohio 44030**

**3436 Edgewood Dr.
Ashtabula, Ohio 44004**

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GreatWave Broadband Services
Bus garage Fiber Agreement

**EXHIBIT I MONTHLY
RECURRING
CHARGES FOR SERVICES PER UNIT**

Monthly recurring charges for following locations depends on services rendered: Bus Garage: 3018 Blake Rd Ashtabula, Ohio 44004 Edgewood High School: 2428 Blake Road Ashtabula Ohio 44004	TO BE DETERMINED UPON TURN UP OF SERVICES
Total cost for fiber construction to Bus Garage from Edgewood High School per section I.	\$21,000.00

Cost Summary

Costs for fiber construction to bus garage of \$21,000 to be waived with 60 month agreement

GreatWave Broadband Services
Bus garage Fiber Agreement

PART C. Contacts

a. Greatwave Broadband Services

Don Zappitelli, Outside Plant Manager
Office Phone: 440-593-7100
Mobile: 440-969-4856
Email: donzapp@greatwavecom.com

Kenny Knapp, Commercial Services Manager
Office Phone: 440-593-7140
Mobile: 440-969-0346
Email: kknapp@greatwavecom.com

GreatWave Broadband Services LLC

224 State Street
P.O.Box 579
Conneaut, Ohio 44030

Buckeye local Schools

3436 Edgewood Dr.
Ashtabula Ohio 44004

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUCKEYE LOCAL SCHOOLS



2018-2019 School Year Calendar

July 2018

mon	tue	wed	thu	fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

MISSION 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.*

October 2018

mon	tue	wed	thu	fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Oct. 12...No School - NEOEA Day
 Oct. 19... End of first grading period
 Oct. 22...No School - Teacher Professional Records Day

KEY:

Blue – Day(s) Off
 Green – Teacher Report Day
 Clear – School Day

August 2018

mon	tue	wed	thu	fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
R/MT/HT	W/ET	★		
27	28	29	30	31

Aug. 20...Staff Orientation/Report Day
 Aug. 20...MS Meet the Teacher Night
 Aug. 20...HS Meet the Teacher Night
 Aug. 21...Waiver Day-No School
 Aug. 21...Elem. Meet the Teacher Night
 Aug. 22...School Begins For Students

Welcome back!

November 2018

mon	tue	wed	thu	fri
			1	2
			EC	EC
5	6	7	8	9
12	13	14	15	16
	MC		HC	
19	20	21	22	23
26	27	28	29	30
W	★			

Nov. 1...Elem..Parent/Teacher Conf.
 Nov. 2...Elem. Parent/Teacher Conf-2 hr delay
 Nov. 13...MS Parent/Teacher Conf.
 Nov. 15...HS Parent/Teacher Conf.
 Nov. 20...Last Day of School Before Thanksgiving Break
 Nov. 21-23...No School - Thanksgiving Break
 Nov. 26...Waiver Day – No School
 Nov. 27...School Resumes

www.buckeyeschools.info

September 2018

mon	tue	wed	thu	fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
	MC		HC	W

Sept. 3...Labor Day – No School
 Sept. 25...MS Parent/Teacher Conf.
 Sept. 27...HS Parent/Teacher Conf.
 Sept. 28... Waiver Day-No School

December 2018

mon	tue	wed	thu	fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Dec. 21...Last School Day Before Winter Break
 Dec. 21... End of second grading Period
 Dec. 24...Start Winter Break

KEY:

W – Waiver Day
 R – Employee Report Day
 MC – Middle School P/T Conf.
 HC – High School P/T Conf.
 EC – Elementary P/T Conf.
 PD – Professional Day

BUCKEYE LOCAL SCHOOLS



2018-2019 School Year Calendar

January 2019

mon	Tue	wed	thu	fri
	1	2	3	4 PD
7 ★	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Jan. 4....No School – Teacher Professional Records Day
 Jan. 7School Resumes
 Jan.21.....No School - Martin Luther King, Jr. Day

February 2019

mon	tue	wed	thu	fri
				1
4	5 MC	6	7 HC	8
11	12	13	14 EC	15 W
18	19 EC	20	21	22
25	26	27	28	

Feb. 5.....MS Parent/Teacher Conf.
 Feb. 7.....HS Parent/Teacher Conf.
 Feb. 14....Elem. Parent/Teacher Conf.
 Feb. 15....Waiver Day – No School
 Feb. 18....No School – President's Day
 Feb. 19 ...Elem. Parent/Teacher Conf

March 2019

mon	tue	wed	thu	fri
				1
4	5	6	7	8
11	12	13	14	15 📄
18 PD	19	20	21	22
25	26	27	28	29

Mar. 15...📄 End of third grading Period
 Mar. 18.....No School - Teacher Professional Records Day
 Mar. 25.....Spring Break Starts
 Mar. 29..... Spring Break Ends

April 2019

mon	tue	wed	thu	fri
1 ★	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Apr. 1....School Resumes
 Apr 19...No School-Good Friday

May 2019

mon	tue	wed	thu	fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31 📄

May 27 ...No School – Memorial Day
 May 31...📄 End of fourth grading Period
 May 31....Last Day of School

June 2019

mon	tue	wed	thu	fri
3 R	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

June 3... Teacher Report Day
 June 4.... Make-up Day (if nec.)
 June 5.....Make-up Day (if nec.)
 June 6.....Make-up Day (if nec.)

Have a terrific summer!

BUCKEYE LOCAL SCHOOLS SCHOOL CALENDAR 2018-2019

EXHIBIT G-2

Monday	Aug. 20	Staff Orientation/Report Day	
Monday	Aug. 20	Middle School Meet the Teacher Night	41 Student Days
Monday	Aug. 20	High School Meet the Teacher Night	2 Waiver Days
Tuesday	Aug. 21	Waiver Day – No School (Teacher Prof. Development)	1 Conference Day
Tuesday	Aug. 21	Elementary Meet the Teacher Night	1 Teacher Professional Day
Wednesday	Aug. 22	Classes Begin for Students	1 Teacher Report Day
Monday	Sept. 3	Labor Day – No School	
Tuesday	Sept. 25	Middle School Parent/Teacher Conferences	
Thursday	Sept. 27	High School Parent/Teacher Conferences	
Friday	Sept. 28	Waiver Day – No School (Teacher Prof. Development)	
Friday	Oct. 12	NEOE Day – No School	
Friday	Oct. 19	End of 1st Grading Period	
Monday	Oct. 22	Teacher Professional Day/Records – No School	
Thursday	Nov. 1	Elementary Parent/Teacher Conferences	40 Student Days
Friday	Nov. 2	Elementary Parent/Teacher Conferences	1 Waiver Day
Tuesday	Nov. 13	Middle School Parent/Teacher Conferences	0 Conference Days
Thursday	Nov. 15	High School Parent/Teacher Conferences	1 Teacher Professional Day
Tuesday	Nov. 20	Last School Day before Thanksgiving Break	0 Teacher Report Days
Wed – Fri	Nov. 21-23	Thanksgiving Holiday	
Monday	Nov. 26	Waiver Day – No School (Teacher Prof. Development)	
Tuesday	Nov. 27	School Resumes after Thanksgiving Break	
Friday	Dec. 21	Last School Day before Winter Break	
Friday	Dec. 21	End of 2 nd Grading Period/First Semester	
Mon – Thur	Dec. 24-Jan 3	Winter Break	
Friday	Jan. 4	Teacher Professional Day/Records – No School	
Monday	Jan. 7	School Resumes After Winter Break	47 Student Days
Monday	Jan. 21	Martin Luther King, Jr. Day - No School	1 Waiver Day
Tuesday	Feb. 5	Middle School Parent/Teacher Conferences	1 Conference Day
Thursday	Feb. 7	High School Parent/Teacher Conferences	1 Teacher Professional Day
Thursday	Feb. 14	Elementary Parent/Teacher Conferences	0 Teacher Report Days
Friday	Feb. 15	Waiver Day – No School (Teacher Prof. Development)	
Monday	Feb. 18	Presidents' Day – No School	
Tuesday	Feb. 19	Elementary Parent/Teacher Conferences	
Friday	Mar. 15	End of 3rd Grading Period	
Monday	Mar. 18	Teacher Professional Day/Records – No School	
Friday	Mar. 22	Last Day Before Spring Break	46 Student Days
Mon-Fri	Mar. 25-29	Spring Break	0 Waiver Days
Monday	Apr. 1	School Resumes After Spring Break	0 Conference Days
Friday	Apr. 19	Waiver Day – No School (Good Friday)	0 Teacher Professional Days
Monday	May 27	Memorial Day - No School	1 Teacher Report Day
Friday	May 31	Last Day of School	
		End of 4th Grading Period/Second Semester	
Monday	Jun. 3	Teacher Report Day	

- Kindergarten 1st full day of school – Tuesday, September 4, 2018
- Seniors last day – Tuesday, May 28, 2019
- Commencement – Wednesday, May 29, 2019

No school for students & teachers

Teacher Work Days - No school for students

174 Instructional (Student) Days

4 Waiver Days (6 hrs. Prof. Development)

3 Teacher Prof. Day (3 hrs. prof; 3 hrs. records)

2 Teacher Report Days

2 Parent/Teacher Conference Days

185 Salary-Based Days

Should Calamity Days exceed ten days, the number of make-up days to meet the legal requirements of the school will be scheduled as needed, following the last day of school. (Ex. June 4th, 5th & 6th).

RESOLUTION

(Supporting school safety and reducing violence in schools)

WHEREAS, school violence has become an epidemic in the United States of America;

WHEREAS, the children and school employees of our nation deserve to attend school without fear of death or injury, and their families deserve to send them to school without the same fear;

WHEREAS, there is a mutual responsibility of all citizens to address this problem and the responsibility for preventing violent incidents cannot be relegated to school districts alone;

WHEREAS, multiple studies have shown that the majority of Americans support action to eliminate violence in our schools;

WHEREAS, school board members, administrators, employees and community members should work together with lawmakers, legal counsel, law enforcement and security experts to determine how best to ensure student safety in their district;

THEREFORE, BE IT RESOLVED that the Buckeye Local Schools Board of Education implores the President of the United States, the Governor of the State of Ohio, the United States Congress, and the Ohio General Assembly to prioritize the protection of students and school employees by enacting legislation with funding for the following:

1. Enhanced mental health services and substance abuse treatment so that all individuals, including children, have sufficient access to these services.
2. Increased access to school safety measures, including, but not limited to, School Resource Officers (SROs), school safety infrastructure, and other security measures designed to protect students and staff from an active shooter on school grounds.
3. Training for school employees and enhanced coordination with law enforcement agencies and first responders to ensure appropriate responses to incidents of violence in schools.
4. Preserving the balance between the right to own firearms and the protection of students and school employees from any act of violence.



BUCKEYE
LOCAL SCHOOL DISTRICT
ASHTABULA, OHIO

Gifted Education

The Board of Education shall ensure that procedures are established to identify all gifted students. The District follows the identification eligibility criteria as specified in Section 3324.03 of the Ohio Revised Code and the *Operating Standards for Identifying and Serving Gifted Students* as specified in the District Plan.

Definition

"Gifted" means students perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment and who are identified under division (A), (B), (C), or (D) of section 3324.03 of the Ohio Revised Code.

A student shall be identified as exhibiting "**superior cognitive ability**" if the student did either of the following within the preceding twenty-four months:

- Scored two standard deviations above the mean, minus the standard error of measurement, on an approved individual standardized intelligence test administered by a licensed school psychologist or licensed psychologist;
- Accomplished any one of the following:
 - ✓ Scored at least two standard deviations above the mean, minus the standard error of measurement, on an approved standardized group intelligence test;
 - ✓ Performed at or above the ninety-fifth percentile on an approved individual or group standardized basic or composite battery of a nationally normed achievement test;
 - ✓ Attained an approved score on one or more above-grade level standardized, nationally normed approved tests.

A student shall be identified as exhibiting "**specific academic ability**" superior to that of children of similar age in a specific academic ability field if within the preceding twenty-four months the student:

- performs at or above the ninety-fifth percentile at the national level on an approved individual or group standardized achievement test of specific academic ability in that field.

A student may be identified as gifted in more than one specific academic ability field.

A student shall be identified as exhibiting "**creative thinking ability**" superior to children of a similar age, if within the previous twenty-four months, the student:

- scored one standard deviation above the mean, minus the standard error of measurement, on an approved individual or group intelligence test and also
- did either of the following:
 - ✓ Attained a sufficient score, as established by the department of education, on an approved individual or group test of creative ability;
 - ✓ Exhibited sufficient performance, as established by the department of education, on an approved checklist of creative behaviors.

A student shall be identified as exhibiting "**visual or performing arts ability**" superior to that of children of similar age if the student has done both of the following:

- Demonstrated through a display of work, an audition, or other performance or exhibition, superior ability in a visual or performing arts area;
- Exhibited sufficient performance, as established by the department of education, on an approved checklist of behaviors related to a specific arts area.

After any initial gifted identification made in conformance with this rule, a student shall remain identified regardless of subsequent testing or classroom performance.

Buckeye Local School District Identification and Service Plan

Identification

Superior Cognitive Ability

Cognitive Abilities Test (CogAT) -Form 7 VQN Composite

Grades 1 and 4 (Whole Grade administration Jan/Feb); Identified as Sup. Cog. Score of 128, screen score is 127

Creative Thinking Ability Qualifier score for possible identification is 112

Wechsler Intelligence Scale for Children-5th Edition (WISC-V)

(Referral): ID Score (FSIQ or GAI) of 127; screen score of 126

Wechsler Preschool and Primary Scale of Intelligence-4th Edition (WPPSI-IV)

(Referral): ID Score (FSIQ or GAI) of 127; screen score 126

Specific Academic Ability

Measures of Academic Progress

K-8 Reading, 95th %

K-8 Math, 95%

Grades 9, 10 Ela I & II. 95th %

Grades 9, 10 Geometry, Algebra I & II 95th %

Wechsler Individual Achievement Test-Third Edition (WIAT-III)

Ages 4-85 Identified at 95th % or above

Woodcock Johnson Tests of Achievement Fourth Edition (WJ-IV)

Ages 2-90, Identified At 95th %

Creative Thinking Ability

A specific score is required on the CogAt for possible identification using the GATES 2.

Cognitive Abilities Test (CogAT), Form 7 VQN Composite

Must have scored in grades K-1 a 112 and screen score of 110; in grades 2-12 must have scored a 112 and screen score of 111

Cognitive Abilities Test (CogAT), Form 7 QN Composite for students with serious reading disabilities and ELL

Must have scored 112 or screen score of 111 Grades 2-12

Gifted and Talented Evaluation Scales 2 (Gates 2) Just Creative Thinking Section, Questions 21-30.

Ages 5-18 Identification score of SS 111 or score for reassessment 90-110

Visual and Performing Arts Ability

Gifted and Talented Evaluation Scale 2 (GATES 2) Artistic Talent Section, Questions 41-50

(Dance, Drama, Music, Visual Arts)

Ages 5-18 Identification score of 111; Reassess 90-100

Ohio Department of Education Rubric

Grades K-12

Dance: ID Score = 26-30; Reassess = 20-25

Drama: ID Score of 20-24 Reassess = 19-19

Music: ID Score of 18-21 Reassess= 14-17

Visual Arts: ID Score of 21-24 Reassess = 16-20

IDENTIFICATION PROCESS

The district shall provide at least two opportunities each year for assessment in the case of children requesting assessment or recommended for assessment by teachers, parents or other children. The district ensures there are ample and appropriate scheduling procedures for assessments and reassessment using:

Type of Assessment	Content Area(s)	Grade Level(s)
<ul style="list-style-type: none"> Whole-grade tests 	Sup. Cog, Reading, Math	Grades 1 and 4 (CogAT) Grade K-8 MAP
<ul style="list-style-type: none"> Individually-administered tests 	Specific Academic Superior Cognitive	K-12 WISC-V, WPPSI-4 WIAT-3, WJ- IV
<ul style="list-style-type: none"> Audition, performance 	Performing Arts: Dance Drama/Theater Music	K-12 ODE Rubric for Drama, Music, and Dance Performance
<ul style="list-style-type: none"> Display of work 	Visual Arts: Drawing Painting Sculpting	K-12 ODE Rubric for Visual Arts
<ul style="list-style-type: none"> Exhibition 	Visual Arts: Drawing Painting Sculpting	K-12 ODE Rubric for Visual Arts
<ul style="list-style-type: none"> Checklists 	Creative Thinking Ability	GATES 2 with qualifying CogAt Score

Referral

Children may be referred in writing on an ongoing basis, based on the following:

- Child request (self-referral);
- Teacher recommendation;
- Parent/guardian request;
- Child referral of peer; and
- Other (e.g., psychologist, community members, principal, gifted coordinator, etc.)

Upon receipt of a referral, the district will:

- Follow the process as outlined here; and
- Notify parents of results of screening or assessment and identification within 30 days.

Screening

The district ensures equal access to screening and further assessment of all district children, including culturally or linguistically diverse children, children from low socio-economic backgrounds, children with disabilities and children for whom English is a second language.

Identification

When the screening assessment has been completed, if the data obtained is from an approved identification instrument and the score meets cut-off scores specified in department of education guidance, the identification decision is made and student's educational needs are determined. Identification scores remain in effect for the remainder of the student's K-12 school experience.

Reassessment

When the screening assessment has been completed, if the data is from an approved screening instrument or from an identification instrument on which the student is within a district-specified range below the identification score, re-assessment for possible identification occurs.

Out of District Scores

The district accepts scores, completed within the preceding 24 months on assessment instruments approved for use by the Ohio Department of Education, provided by other schools and/or trained personnel outside the school district.

Transfer

The district ensures that any child transferring into the district will be assessed within 90 days of the transfer at the request of the parent. Parents shall contact the building principal.

Appeal Procedure

An appeal by the parent is the reconsideration of the result of any part of the identification process which would include:

- Screening procedure or assessment instrument (which results in identification);
- The scheduling of children for assessment;
- The placement of a student in any program; and
- Receipt of services.

Parents should submit a letter to the superintendent or designee outlining the nature of the concern.

The superintendent or designee will convene a meeting with the parent/guardian, which may include other school personnel. The superintendent or designee will issue a written final decision within 30 days of the appeal. This written notice should include the reason for the decision(s).

DISTRICT SERVICE PLAN

The Buckeye Local School District delivers all gifted services in accordance with the Ohio Revised Code and the Ohio Administrative Code. These codes require public school districts to identify students who are gifted; however are not required to provide gifted education service. The district does ensure that equal opportunity for all district students identified as gifted to receive any services offered and available by the district. Buckeye acknowledges that gifted students have unique needs and strive to offer a continuum of options as appropriate for students.

Program Type	District Name for Service	Service Provider	Formal Plan
Service	Early Entrance to Kindergarten or Grade 1 within Reg. Classroom	General Education Teacher	Written Acceleration Plan (WAP)
Service	Resource Room/Pull Out	Gifted Intervention Specialist	Written Education Plan (WEP)
Service	Cluster Group Classroom	Reg. Classroom Teacher With support of GIS	Written Education Plan (WEP)
Service	Cluster Group Classroom	Reg. classroom Teacher (with required training hours in gifted education)	Written Education Plan (WEP)
Service	Subject Acceleration (ie. Alg. 1)	Reg. Classroom Teacher with support from GIS	Written Education Plan (WEP), WAP Year one.
Service	Advanced Placement	Reg. Classroom Teacher with support from GIS	Written Education Plan (WEP)
Service	CCP	Reg. Education Teacher	Written Education Plan (WEP)
Service	Honors Classroom	Reg. Classroom Teacher with support from GIS	Written Education Plan (WEP)
Service	Educational Option	Reg. Ed. Teacher	Written Education Plan (WEP)
Service	Art Independent Study	Art Instructor	Written Education Plan (WEP)

Written Education Plans

When students identified as gifted are reported to parents and the Ohio Department of Education as served, they must have a Written Education Plan in compliance with the *Operating Standards for Identifying and Serving Gifted Students*.

Withdrawal

If at any time a student wishes to withdraw from gifted programs or services the request should be written by the parent or child to the building administrator. If children request to withdraw, parents will be notified.

DISTRICT ENRICHMENT PLAN

Enrichments are activities purposely designed to expose students to a wide variety of disciplines, issues, occupations, hobbies, persons, places and/or events. They may expand the scope of the regular curriculum or introduce topics not covered in the general education program. Any staff member may be the originator of enrichment, and the student audience will vary depending on interest and ability. Enrichments are not reported to the Ohio Department of Education as gifted services.

IDENTIFICATION AND SERVICE PLAN APPROVAL

District identification and service plans must be sent to the Ohio Department of Education as a part of the annual self-report. The department will review the plans within 60 days of submission. Changes in identification and/or service plan procedures must be reported to the Ohio Department of Education immediately upon revision. The department will review and notify the district within 60 days of receipt of revisions.

Contact Information:

If you have questions, please contact your building Principal or Coordinator of Gifted Services for
Buckeye Local School District at 440-576-9023.

