

BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting
Tuesday, June 18, 2019
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

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, June 18, 2019

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) Kingsville Public Library – Partnership Update – Jackie Bissett
- 2) Update on Athletics – Steve Kray (video presentation)
- 3) Update on District of Diverse Learners – Beth Simpson

F. Public Participation Relative to Agenda Items (Bylaw 0169.1)

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

G. Correspondence

2. Treasurer's Report

Reports and Recommendations

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

A. Approve the May BOE meeting minutes as presented to the board on June 12, 2019.

B. Approve bills paid in May and the financial reports as presented to the board on June 12, 2019.

- C. Approve Final Appropriations for FY19 as presented by Treasurer in **Exhibit A**.
- D. Approval for Unanticipated Transfers and Adjustments of Appropriations – Amend the Certificate of Estimated Resources and adjust appropriations, as needed, on June 30, 2019.
- E. Approve the Permanent Appropriations for FY20 as presented by Treasurer in **Exhibit B**.
- F. BWC Safety and Security Grant
Authorize the Treasurer to make necessary appropriations and approve the resolution to create 499-9020 BWC Safety and Security Fund for the purpose of purchasing safety and security equipment. The account will be funded by 3-to-1 matching up to \$40,000.
- G. Kingsville Educational Testing Incentive Fund
Authorize the Treasurer to create 018-9019 Educational Testing Incentive Fund for the purpose of handling donation and expenses related to supplies, materials, and equipment needed at Kingsville Elementary. This account will be funded through donations.
- H. Industrial Appraisal
Approve the service agreement with Industrial Appraisal Company to complete inventory and appraisal services for a fee of \$5,195, annual online updating of insurable values for a fee of \$300, and annual online updating of property inventory and accounting cost record for a fee of \$220 for the 2019-20 school year as presented in **Exhibit C**.
- I. Frontline Absence and Substitute Management
Approve the service agreement with Frontline Education for absence and substitute management for an annual fee of \$5,600 and a onetime implementation fee of \$4,000 as presented in **Exhibit D**.
- J. Final Forms
Approve the service agreement with Final Forms for the 2019-20 school year as presented in **Exhibit E-1, E-2**.

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

3. Superintendent's Report¹

Reports and Recommendations

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

- A. Student Accident Insurance
Approve student accident insurance for the 2019-20 school year as presented in **Exhibit F**.

B. PBIS Training Stipend

Approve a \$200 per reimbursement for instructional service, plus mileage, for the PBIS training on June 4 and 11, 2019 to be paid from the Ohio School Safety Training grant (Fund 499-9019) for the following teachers:

- Kevin Andrejack
- Jodi Cash
- Olajuwan Cooper
- Rebecca Deak
- Nicole Dufour
- Stephanie Hutchinson
- Beth Jeppesen
- Chris Juncker
- Dennis Mitchell
- Erin Mitchell
- Ryan Sardella

C. Accept gifts as presented:

1. Accept a donation for the *Jackie Hillyer Scholarship* fund in the amount of \$5,000.00 from Shelly Hillyer.
2. Accept a donation for the *Estock Scholarship* fund for \$1,000.00 from Cindy Estock.

_____ **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 – 4O:

Certified Staff:

A. Certified – Appointments

- 1) Amy Whitmire, Kindergarten Teacher at Ridgeview, continuing contract, effective August 21, 2019.
- 2) Abigail Smith, Kindergarten Teacher at Ridgeview, 1-year limited contract, effective August 21, 2019.
- 3) Rachael Morgan, Kindergarten Teacher at Ridgeview from Title I Tutor at Ridgeview, effective August 21, 2019.

B. Certified – Rehire

Donna Pasky, part-time (.50 contract) Teacher at Kingsville Elementary, 1-year limited contract, step 5, M+30, \$26,347, effective August 21, 2019

C. Certified – Request for Family Medical Leave absence (FMLA) as presented:

Alissa Zappitelli, Intervention Specialist, Braden Middle School, effective August 21, 2019, for no more than 12 work weeks in a 12-month period.

D. Substitute Technology Worker

Approve the contract to hire Timothy Pike as a technology substitute from July 1, 2019 until June 30, 2020, at a rate of \$20.00 per hour, for a total of 150 hours not to exceed \$3,000.00, as presented in **Exhibit G**. (Separate vote line inserted after section 4.)

E. Certified - Summer School Tutors / \$21.74 per hour, June 24 through July 11, 2019:

- 1) Beverly Adams
- 2) Bethany Sillaman

F. Certified – Appointment for Substitute

Appoint Gwendolyn Moore, Nurse Substitute, at a rate of \$20.00 per hour, effective May 20, 2019.

G. Certified - Building Assignment Changes for 2019-20 School Year:

<u>Name</u>	<u>From</u>	<u>Grade</u>	<u>Building</u>	<u>To</u>	<u>Grade</u>	<u>Building</u>
Heidi Johnston	Teacher	KG	Ridgeview	Lang. Arts	7 th	Braden
Jennifer Ranck	Teacher	KG	Ridgeview	Lang. Arts	8 th	Braden
Laura Buckius	Phys Ed	K-5	Kingsville	Phys Ed	6,7,8	Braden
Dennis Mitchell	Math	7 th	Braden	Math	8 th	Braden
Jodi Cash	Social Studies	6 th	Braden	Science	6 th	Braden
Lori Dunn	Lang. Arts	7 th	Braden	Social Studies	6 th	Braden
Rebecca Deak	Math	8 th	Braden	Math	7 th	Braden
Kevin Santee	Science	6 th	Braden	Computer	K-5	Ridgeview
Nanette Adams	Lang. Arts	8 th	Braden	Teacher	4 th	Kingsville

H. Certified – Tutors / \$23.80 per hour / effective for 2019/2020 SY:

<u>Intervention Specialist Tutors (Special Education):</u>		
Katie Carter	7.50 hours	Braden Middle School
Christine Welch	7.50 hours	Kingsville Elementary
<u>Title I Reading Tutor: 3.5 additional hours per day (as needed):</u>		
Tina Furmage	4.00 hours	Ridgeview Elementary
<u>Title I Reading Tutor: 1 additional hour per week (as needed):</u>		
Amanda Stover	M-7 hrs, W-7 hrs, F-6 hrs	Ridgeview Elementary
Kimberly Weeks	M-7 hrs, W-7 hrs, F-6 hrs	Kingsville Elementary
<u>Title I Tutors: 1.75 additional hours per week (as needed):</u>		
Stefanie Pop	4.00 hours	Ridgeview Elementary
Sarah Hines	4.00 hours	Ridgeview Elementary

Laura Groce	4.00 hours	Ridgeview Elementary
Lauren Brenizer	4.00 hours	Ridgeview Elementary
Amanda Payne	4.00 hours	Kingsville Elementary
Deborah Deak	4.00 hours	Kingsville Elementary
Angela Ponteri	4.00 hours only	Kingsville Elementary
<u>Academic Tutors:</u>		
Bethany Sillaman	7.5 hours	Kingsville Elementary
Debora Jamie Humphreys	7.5 hours	Ridgeview Elementary
Olajuwon Cooper	7.5 hours	Braden Middle School
Amanda Adam	4.0+1.0 hrs/day	Edgewood High School
JoAnne Pritchard	4.0+1.0 hrs/day	Edgewood High School
<u>In-School Detention (ISD) Tutor – 176 days:</u>		
Ken Parise	3.75 hours	Braden Middle School

I. Certified Employees - Extracurricular and Special Fee Assignments for 2019-2020 SY:

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Greg Stolfer, Sr.	Asst. Wrestling Coach (JV)	7+	11/9/19	\$4,079.52
Mitch Bidwell	Asst. Wrestling (7/8)	7+	11/9/19	\$4,079.52
Olajuwon Cooper	Asst. Basketball (7/8)	7+	11/1/19	\$4,079.52

J. Certified Licensed/Non-Employees - Extracurricular and Special Fee Assignment:

SUPPLEMENTAL RESOLUTION TO APPOINT CERTIFIED / LICENSED NON-EMPLOYEE(S) TO SUPPLEMENTAL 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, the board has deemed the following certified/licensed non-employee(s) as qualified to fill the supplemental position(s);

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

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Nick Armeni	Asst. Basketball (G-JV)	7+	10/25/19	\$4,079.52
Paul Stofan	Asst. Basketball (B-JV)	7+	11/1/19	\$4,079.52

K. 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>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Larry Mozzocco	Asst. Basketball (G-7/8)	1	10/25/19	\$3,399.60
Jason Aponte	Asst. Basketball (G-7/8)	1	10/25/19	\$3,399.60
Alex Marshall	Asst. Wrestling (7/8)	1	11/9/19	\$3,399.60
Rory Groce	Asst. Basketball (B-9)	5	11/1/19	\$3,739.56

L. Approve the following Volunteers for the 2019-20 SY:

Dave Zrubek	Swimming	Varsity
Jay Bowler	Boys Basketball	Varsity
Tim Bowler	Boys Basketball	Varsity

Classified Staff:

M. Student Workers – Technology (Summer 6/4/19 – 8/16/19)

Hannah Moxley

N. Classified – Substitute Personnel for 2019-20 SY:

Approve the substitute classified personnel for the 2019-20 school year as indicated in **Exhibit H.**

O. Classified – Spring/Fall Seasonal Maintenance

Tracey McNeil

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.

Motion to have a separate vote for item 4D – *Substitute Technology Worker:*

___Kocjancic ___Pike ___Stasiewski ___Tredente ___Wisnyai

Recommendation of the Superintendent that the Board approve the following Personnel item as presented in 4D – *Substitute Technology Worker.*

___Kocjancic ___Pike ___Stasiewski ___Tredente ___Wisnyai

Recommendation of the Superintendent that the Board approve items 4A – 4O (without item 4D)

___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

The Treasurer recommends the Board's approval of the 2019 permanent fund measure

Buckeye Local Schools

**Permanent Fund Measure - final
Fiscal Year 2018-2019**

FUND NAME	FUND	FY2018/2019
General Fund	001	\$ 17,700,000.00
Special Revenue Class		
Principals' Support	018	\$ 55,904.10
Special Grant	019	\$ 30,016.82
District Managed Activities	300	\$ 193,202.16
Teacher development	416	\$ 1,531.46
Gifted Ed	431	\$ 261.91
OECN Network Connectivity	451	\$ 7,200.00
Misc. State Grants	499	\$ 9,979.84
Title I	572	\$ 550,948.18
Title II-A Teacher Quality	590	\$ 73,086.92
Misc. Federal Grants	599	\$ 28,460.75
TOTAL SPECIAL REVENUE		
Capital Project Fund Class		
Permanent Improvement	003	\$ 423,000.00
Capital Projects	070	\$ 26,547.05
Proprietary Fund Class		
Food Service (Enterprise)	006	\$ 640,482.62
Uniform Supplies (Enterprise)	009	\$ 77,942.62
Expendable Trust	007	\$ 24,406.99
Fiduciary Fund Types		
District Agency (Agency)	022	\$ 462,377.48
Student Managed Activities (Agency)	200	\$ 72,181.66
Investment Trust Fund(Non Expendable Trust)	008	\$ 106,861.58
TOTAL APPROPRIATIONS - ALL FUNDS		\$ 20,484,392.14

Treasurer

Resolution Number
June 18, 2019
Date

The Treasurer recommends the Board's approval of the 2020 permanent fund measure:

Buckeye Local Schools

**Permanent Fund Measure - first
Fiscal Year 2019-2020**

FUND NAME	FUND	FY2019/2020
General Fund	001	\$ 18,300,000.00 Based on 5 year forecast
Special Revenue Class		
Principals' Support	018	\$ 31,400.00
Special Grant	019	\$ 27,000.00
District Managed Activities	300	\$ 160,500.00
Teacher development	416	\$ 1,531.46
OECN Network Connectivity	451	\$ 7,200.00
Misc. State Grants	499	\$ 40,000.00
IDEA Part B Grants	516	\$ 6,517.74
Title I	572	\$ 450,000.00
Title II-A Teacher Quality	590	\$ 12,000.00
Misc. Federal Grants	599	\$ 1,500.00
TOTAL SPECIAL REVENUE		
Capital Project Fund Class		
Permanent Improvement	003	\$ 470,000.00
Capital Projects	070	\$ 26,600.00
Proprietary Fund Class		
Food Service (Enterprise)	006	\$ 650,000.00
Uniform Supplies (Enterprise)	009	\$ 56,000.00
Expendable Trust	007	\$ 19,100.00
Fiduciary Fund Types		
District Agency (Agency)	022	\$ 462,377.48
Student Managed Activities (Agency)	200	\$ 42,800.00
Investment Trust Fund(Non Expendable Trust)	008	\$ 5,000.00

**TOTAL APPROPRIATIONS -
ALL FUNDS**

\$ 20,769,526.68

Treasurer

Resolution Number

June 18, 2019

Date

Buckeye Local Schools

ASHTABULA, OHIO

APPRAISAL AGREEMENT

REVISED
May 17, 2019



Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, Pennsylvania 15222
800-245-2718 / 412-471-1758 FAX
www.indappr.com

Keith A. Lalley, Regional Sales Manager
440-885-3147, Fax: 440-885-0007, Email: klalley@indappr.com



Industrial Appraisal C O M P A N Y

TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

May 17, 2019

Ms. Jamie Davis
Treasurer
Buckeye Local Schools
3436 Edgewood Drive
Ashtabula, Ohio 44004

Dear Ms. Davis:

We welcome the opportunity to resubmit our proposal to provide an appraisal for the Buckeye Local Schools for fixed asset accounting control and insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the **buildings, site improvements (insurable and uninsurable), fixed equipment and movable equipment** associated with the property locations listed in Addendum No. 1 of the agreement.

The report will be presented in our *Property Inventory and Accounting Cost Record* format which will provide a record of assets in computerized form. This presentation is designed for the continued maintenance of effective property control as well as providing a depreciation study for all fixed assets in compliance with GASB 34 requirements. The depreciation study is based upon actual or estimated acquisition cost and year acquired.

Applicable to insurance values, our certified report will establish the current cost of reproduction new and sound insurable value (actual cash value) of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 6 of the Agreement), Initial the Verification of Property Listing as shown in Addendum No. 1 (Page 8 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 15). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, concerns, or if I can be of assistance in any way, do not hesitate to contact me at 440-885-3147, fax 440-885-0007 or email klalley@indappr.com.

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to being of service to you in your important valuation requirements.

Very truly yours,

INDUSTRIAL APPRAISAL COMPANY

Keith A. Lalley
Regional Sales Manager

KAL/mg



Industrial Appraisal C O M P A N Y

TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide inventory and valuation services for the:

Buckeye Local Schools
3436 Edgewood Drive
Ashtabula, Ohio 44004

I. PROVISIONS AND SCOPE OF APPRAISAL

The appraisal services and reports are to consist of on-site consultation, data collection, inventory, valuation, and cost analysis of the fixed assets of the **Buckeye Local Schools** for the purpose of preparing a tabulated schedule of fixed assets including a depreciation study related to actual or estimated year of acquisition and acquisition cost. This schedule is designed to conform to the requirements of **GASB 34** as it pertains to depreciation. Supplementally, an opinion of the current insurance values of the buildings and equipment will be provided.

The fixed assets to be identified and recorded will include buildings/structures, fixed and movable equipment. The applicable property locations to be considered for appraisal are listed in **Addendum No. 1** to this agreement.

II. INVENTORY AND APPRAISAL PROVISIONS

The data for the proposed asset management system and the insurance valuation report will be developed by physical inspection, inventory and cost analysis of all applicable assets.

A. Buildings

The buildings will be valued as a unit-in-place for cost accounting and insurance valuation purposes reflecting specific data elements relating to dates of construction or acquisition, original cost allocation, square footage, useful life, and reproduction cost new. Building component classifications will be comprised of General Construction, Plumbing, Heating/Air Conditioning/Ventilating, Electrical, Sprinkler System, Roofing and Fixed Equipment allocations.

B. Site Improvements – (Insurable and Uninsurable Site Improvements)

The site improvements will consist of: Lighting, Fencing, Signs, Flagpoles, Parking Lots, Sidewalks, Curbs, Retaining Walls, Property in the Open, Etc.

C. Movable Equipment

Movable equipment will be inventoried on a building, floor, departmental and room-by-room basis and will be segregated by asset class and between **major** movable equipment and **other** movable equipment.

1. **Major** movable equipment will generally include individual items with a **replacement cost exceeding \$1,500.00 applicable to insurance and \$5,000.00 capitalization thresholds** with a useful life of one year or more. Certain items/systems below the unit cost standard that may warrant special property and cost control will be considered Critical Control Assets. Such items (CPU's, Printers, Monitors) may be designated "Critical Control Assets" in advance of commencement of the inventory.

2. The remaining movable equipment, designated as **other** movable equipment, will be inventoried on a room-by-room or by building basis, grouped and valued by asset class. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed "at average" by asset type for each location segregation.

Licensed Vehicles

Licensed Vehicles may be included in the fixed asset record based on information to be supplied by the Buckeye Local Schools. Vehicles should be reported with *Vehicle Description, Manufacturer, Model, Vehicle Identification Number (VIN), Cost and Year Acquired*.

Please note that the onsite inventory will not include Musical Instruments and Uniforms of any kind. These assets can be included in the final report; however, if Industrial Appraisal Company is provided with a listing from the Buckeye Local Schools which should include approximate purchase date.

III. RECORD EXISTING TAGS

The Industrial Appraisal Company will record existing tag numbers accessible on Tech Equipment with a value of **\$500.00 or higher utilizing Buckeye Local Schools' current technology inventory**. The numbers will be included as part of the asset description in the final report.

IV. PROVIDED TAGS AND TAG MOVABLE EQUIPMENT ASSETS

Industrial Appraisal Company will provide the tags. The tag form and layout is to be approved by Buckeye Local Schools. Tags will be of vinyl pressure sensitive type with bar code identifier.

The movable furniture and equipment items warranting specific property control with a **current replacement cost exceeding \$1,500.00** will be physically tagged and reflected in the completed report. The appraisers will affix tags neatly in a uniform manner in accordance with existing appraisal standards consistent with those outlined in **Addendum No. 2**.

The Industrial Appraisal Company will not tag surplus, obsolete, non-functional, stored or otherwise inaccessible furniture, fixtures or equipment. These items may be valued as a group using an estimate based on the observations of the appraisers or as otherwise directed by the Buckeye Local Schools.

V. REPORT PRESENTATION

The capital asset report presentation will include all fixed asset classifications currently scheduled or pre-designated by the **Buckeye Local Schools** and will be prepared in conformance with Industrial Appraisal's Property Inventory and Accounting Cost Record form.

A. The report(s) to be provided will include:

- Letter of Transmittal
- Building Schedule Index
- Departmental Schedule Index
- Insurance Valuation Summary
- Recapitulation Summary by Asset Code
- Master Detailed Report
- A Supplemental Sequential Asset Number Report

B. The Master Detailed Report will include the following data:

Building Identification - Floor/Room/Area Code - Asset Class Code - Asset Identification Number - Quantity - Description - Date Acquired - Life - Reproduction Cost New - Acquisition Cost - Accumulated Depreciation - Annual Depreciation - Salvage Value

1. Acquisition Date and Cost (Buildings/Structures):

The dates of acquisition and acquisition costs of the Buildings/Structures will be developed by the appraisal staff through use of data to be supplied by the Buckeye Local Schools and should include architectural cost breakdowns, renovation projects and any records of site purchases. In the absence of actual costs, Industrial Appraisal Company will utilize reverse trending indices applied against current replacement cost calculations.

2. Life:

The life schedule for fixed assets conforms to recommendations by GASB Statement 34 implementation as indicated in **Addendum No. 3**. Any exceptions required by the Buckeye Local Schools must be made prior to commencement of the work.

3. Depreciation:

All major fixed asset items recorded will be capitalized and depreciated on a straight-line basis utilizing the half-year convention computed as of a **June 30 fiscal cutoff** or as otherwise specified.

4. Fund/Function Code:

Fund and Function coding, determined and agreed upon in advance of the fieldwork, will be assigned in the field based on item location. In the absence of specific coding instructions, the items will be classified as **FUNCTION - INSTRUCTIONAL / FUND - GENERAL OR FUNCTION - FOOD SERVICES OPERATION / FUND - FOOD SERVICES.**

5. Salvage Value:

The estimated amount expressed in terms of money that may be expected upon sale or other disposition of an asset after it is no longer useful to the owner and is to be retired from service. Salvage value will be computed by classification and calculated using the schedule indicated in **Addendum No. 3.**

Ohio State Software Data File

Industrial Appraisal Company will provide the insurance report on disk in Ohio State Software Format intended for conversion and upload into the Buckeye Local Schools' in-house system, fixed asset module.

Industrial Appraisal Company will deliver one (1) original bound copy of the completed appraisal report including the **Ohio State Software Data File** and **Microsoft Excel Data File (Spreadsheet).**

VI. PROFESSIONAL FEE

The total fee for the proposed inventory and appraisal services is:

FIVE THOUSAND ONE HUNDRED AND NINETY-FIVE DOLLARS
\$5,195.00
FEE IS INCLUSIVE OF ALL EXPENSES

This fee covers work under this agreement only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified herein will be invoiced at a per diem rate to be determined.

VII. BILLING PROCEDURE

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.

VIII. **ANNUAL SERVICES**

The Industrial Appraisal Company will provide annual online maintenance service for both the updating of the Property Inventory and Accounting Cost Record and Report of Insurable Values.

A. **Property Inventory and Accounting Cost Record Online Updating**

Industrial Appraisal Company offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions and transfers that have been reported to Industrial Appraisal Company for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.

- Sequential Asset Number Report
- Current Year Capital Additions by Building
- Current Year Deletions by Building

B. **Insurable Values Online Updating**

A report of updated insurable values will include a new appraisal summary reflecting the current Cost of Reproduction New and Sound Insurable Value of the buildings and equipment.

ANNUAL SERVICES FEES

Annual Online Updating of Property Inventory and Accounting Cost Record.....	\$220.00
<i>(Due First Anniversary)</i>	
Annual Online Updating of Insurable Values.....	\$300.00
<i>(Due First Anniversary)</i>	

IX. **PROOF OF LOSS SERVICE**

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.

OPTIONAL SERVICES

Presented as Optional Services and additional fees, Industrial Appraisal Company is offering to include the following:

OPTION 1

Expand the Scope of the Assignment to Provide Research Necessary to Include Land Data

*Land is not a depreciable asset but should be included in the fixed asset record based on information to be supplied by the Buckeye Local Schools. Its inclusion in the study requires **historical cost, date acquired, parcel number and lot size**. In the absence of historical cost information, the current Market Value should be provided for the parcels. Industrial Appraisal Company will estimate a cost utilizing reverse trending based on custom indices.*

Where cost information for land is not available or provided, the Industrial Appraisal Company can provide the research necessary to include land data to satisfy GASB 34 requirements.

A separate fee consideration of \$125.00 Per Parcel will be required to accomplish this additional work.

TERMS AND CONDITIONS

General

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the Buckeye Local Schools and Industrial Appraisal Company.

Fees stated in this proposal are predicated on properties as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or total number of structures to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services on a separate invoice.

Performance of this contract and fees developed hereunder are predicated upon reasonable free access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by the Buckeye Local Schools or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Any exceptions to our standard life schedules, codes, salvage values, etc. will result in additional charges.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for the Buckeye Local Schools' internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

The Industrial Appraisal Company is not an accounting firm and we rely upon mutual cooperation with the Buckeye Local Schools in developing an accurate accounting database that will meet GASB 34 requirements for compliance.

Limitation on Damages

The Buckeye Local Schools agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to the Buckeye Local Schools for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the Buckeye Local Schools to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

Force Majeure

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

Confidentiality

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of the Buckeye Local Schools (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone, or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of the Buckeye Local Schools. Industrial Appraisal Company agrees to maintain the confidentiality of this proposal and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, the Buckeye Local Schools.

Property Exclusions

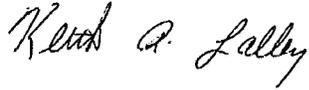
The appraisal will not include land, landscaping, licensed vehicles, musical instruments and uniforms, fine arts, antiques, work in progress, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Neither party to this contract is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement also indicates acceptance of the Addenda. This offer for appraisal services expires after ninety (90) days at which time it may be renegotiated.

REVISED AND RESUBMITTED this 17th day of **May 2019**

**INDUSTRIAL APPRAISAL COMPANY
TWO GATEWAY CENTER
603 STANWIX STREET, SUITE 1450
PITTSBURGH, PENNSYLVANIA 15222**



Keith A. Lalley
Regional Sales Manager

ACCEPTED:

**BUCKEYE LOCAL SCHOOLS
3436 EDGEWOOD DRIVE
ASHTABULA, OHIO 44004**

Signature

Date

Print Name

OPTIONAL SERVICES ACCEPTANCE: *(Please Initial Accept or Decline)*

OPTION 1

Where cost information for land is not available or provided, the Industrial Appraisal Company can expand the scope of the assignment to provide the research necessary to include **land data** to satisfy GASB 34 requirements..... **\$125.00 Per Parcel** _____ or _____
Accept **Decline**

ADDENDUM NO. 1
Properties to be Appraised

ADDENDUM NO. 1

Properties to be Appraised

APPRAISAL AGREEMENT

Buckeye Local Schools
3436 Edgewood Drive
Ashtabula, Ohio 44004

	<u>PROPERTY LOCATION</u>	<u>SQUARE FOOTAGE</u>
1.	Edgewood High School 2428 Blake Road Ashtabula, Ohio 44004 • Athletic Field Complex	125,718
2.	Braden Middle School 3436 Edgewood Drive Ashtabula, Ohio 44004	95,295
3.	Kingsville Elementary School 5875 State Route 193 Kingsville, Ohio 44048	49,649
4.	Ridgeview Elementary School 3456 Liberty Street Ashtabula, Ohio 44004	47,908
5.	Buckeye Bus Garage 3018 Blake Road Ashtabula, Ohio 44004	3,600
		TOTAL SQUARE FOOTAGE: 322,170

6. Site Improvements (Insurable and Uninsurable)
at Property Locations Listed on this Addendum
To Include: *Lighting, Fencing, Signs, Flagpoles, Parking Lots,
Playground Equipment, Sidewalks, Curbs, Retaining Walls,
All Weather Track, Press Box, Score Boards, Bleachers,
Restrooms, Concessions, Storage, Property in the Open, Etc.*

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS INDICATED ON THIS ADDENDUM. THE APPRAISAL OF LOCATIONS NOT INDICATED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Please Initial Verification of Property Listing _____

ADDENDUM NO. 2
General Tagging Procedures





General Tagging Procedures

The Industrial Appraisal Company recommends the following tagging procedures. Variations on tag placement are welcomed, but any desired variations and/or unique tag placement must be discussed with the Appraiser prior to the start of the field inventory work.

1. **EASE OF IDENTIFICATION**

Tags will be placed in consistent locations on similar assets. Consistency increases the ease of identification by internal staff and outside auditors.

2. **DETRACTABILITY**

The tag placement will take into consideration the appearance of a tagged asset in specified high visibility areas e.g., Executive Offices. The appearance of an asset should not be compromised by placing the tag on an area that will diminish its appearance.

3. **NO OBSTRUCTION OF WORK ACTIVITY**

Tags will not be placed on movable parts, protective glass covering readouts and measurements or on safety decals.

4. **PHYSICAL CONVENIENCE**

On assets that are bulky or heavy and would require movement to access the proper location, tags will be placed on the most convenient location. Tags will be placed on a flat surface to insure readability by a hand-held scanner.

5. **EQUIPMENT AND RECOMMENDED TAG PLACEMENT**

The following lists various assets and the recommended tag placement.

GENERAL FURNITURE

Description

Tag Location Code

Desks	KW
Chairs / Swivel (Executive-Secretary)	PB
Chairs / Stationary (Slide, Open Arm, LNG)	IL
Credenza	ULF
Bookcase	ULF
Cabinets (File, Storage, Supply)	ULF
Shelving	ULF
Table (Conference, Work, Library)	IL
Table (End, Coffee)	IL
Sofa, Settee	IL
Air Conditioners (Window Type)	ULF

OFFICE MACHINES

Description

Tag Location Code

Computer Monitors	ULF
Computer Processors	ULF
Typewriters	LC
Calculators and Adding Machines	S
Copiers and Duplicators	S
Accounting Machines	NP
Time Stamps	ULF
Mailing Machines	NP
Dictators and Transcribers	S
Microfilm Readers	S
Imprinters	NP

B	BOTTOM
C	COVER
F	FRONT
I	INSIDE
KW	KNEE WELL
L	LEFT
NP	NUMBER PLATE
P	PEDESTAL
R	RIGHT
S	SIDE
U	UPPER

ADDENDUM NO. 3
Universal Coding
(GASB 34 Compliant)





Industrial Appraisal — C O M P A N Y —

*Information Technology
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222
412-471-2566/800-245-2718
www.indappr.com*

UNIVERSAL CODING for Property Record, Fixed Asset Appraisals

<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
LAND, IMPROVEMENTS, BUILDINGS/STRUCTURES, INFRASTRUCTURE			
Land	01	N/A	N/A
Site Improvements	02	20+/-	00
Buildings	03	40+/-	00
Leasehold Improvements	04	20	00
Infrastructure	05	50+/-	00
BUILDING ITEMS/PERMANENT FIXTURES			
Stained Glass	06	--	--
Stained Glass - Fine Arts	07	--	--
Chandeliers/Sconces	08	--	10
Pipe Organs	09	--	10
Statues	10	--	--
Bells/Bell Carillons (Bldg.)	11	--	--
Murals/Icons	12	--	--
Architectural Fine Arts	14	--	--
Permanent Fixtures	21	20	00
Bowling Alley/Pinsetters	22	20	10
Carillon (PF)	23	20	10
Permanent Fixtures -- SV	25	N/A	N/A



<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
EQUIPMENT			
Machinery/Shop Equip.	30	15	10
Construction Equipment	32	15	10
Refrigeration Equip (Ice Rink, etc.)	34	15	05
Equipment	38	15	05
Office Mach & Devices	44	08	00
Audio Visual Equip	45	06	05
EDP Equip	46	05	00
Telephone System	47	10	00
Laboratory/Science Equipment	48	10	10
Medical/Hospital Equipment	49	10	10
Food Service & Appliances	51	15	05
Communications (Radio/TV) Equip	52	10	05
Sacred Vessels/Vestments/Altar Linens	54	10	10
Books, Periodicals & Materials	55	7	10
Fine Arts	56	N/A	N/A
Music Equip & Instruments	57	20	10
Manufacturing Piping	58	20	00
Process Piping	60	20	00
Power Feed Mains	62	20	00
Vehicles -- Police -- Acq. Only	63	2	05
Mobile Equipment	64	12	05
Vehicles -- Licensed -- Acq. Only	66	8	10
Leased Equipment	67	N/A	N/A
"On Board" Vehicle Equipment	70	10	05
Maintenance & Grounds Equip.	72	15	05
Books & Periodicals "OV"	80	7 w/cost	N/A
Dockets & Maps "OV"	81	7 w/cost	N/A
Law Books "OV"	82	7 w/cost	N/A
Molds - Dies - Fixtures "OV"	83	N/A	N/A
EDP Software or Equip."OV"	84	5 w/cost	00
AV Software or Equip."OV"	85	6 w/cost	05
Miscellaneous Equip. "OV"	86	10 w/cost	00
Musical Instruments "OV"	87	20 w/cost	10
Uniforms "OV"	88	10 w/Cost	10
Stated Value Equipment	90	N/A	N/A
Athletic & Sports Equipment	91	10	10
Educational & Janitorial Supplies	98	N/A	N/A
"Optional" Description	99	Optional	Optional



Industrial Appraisal COMPANY

FORM 311

Corporate Office
Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222
800-245-2718
412-471-2566
Fax: 412-471-1758
www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:			
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:			
Company:			
Address:			
Name of Appraised Property:			
Signature:			
Print Name:		Date:	
Telephone:			
Form 311	 Industrial Appraisal COMPANY		





Exhibit A-1 Frontline Customer Order Form

Quote#: 02680158

MSA#: MSA-001f400000S8wbx

06/03/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:	Order Form Details:
Buckeye Local School District 3436 EDGEWOOD DR ASHTABULA, OH 44004-5993	Pricing Expiration: 06/29/19 Account Manager: Eric Murphy
End User: Buckeye Local School District Contact: Patrick Colucci Title: Superintendent Phone: (440) 998-4411 Email: patrick.colucci@neomin.org	Startup Cost Billing Terms: One-Time, Invoiced after signing Subscription Billing Terms: Annually

Pricing Overview:	
Startup Cost: One-Time cost invoiced upon signing	\$4,000.00
Annual Subscription: Recurring Cost	\$5,600.00
	(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
Absence & Substitute Management, unlimited usage for internal employees	\$5,600.00	1	\$5,600.00
Frontline Implementation	\$4,000.00	1	\$4,000.00

Amount Invoiced Upon Signing (Startup Cost):
\$4,000.00
 (plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order not required by customer
PO #:



Exhibit A-1

Frontline Customer Order Form

Quote#: 02680158

MSA#: MSA-001f400000S8wbx

06/03/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment.

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02680158

MSA#: MSA-001f400000S8wbx

06/03/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the "Terms and Conditions"), including any exhibits, Order Form(s), Order Form Terms and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Date: _____</p>	<p>Buckeye Local School District</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Date: _____</p>
---	--

Attached: *Terms and Conditions*
Exhibit A: Executed Order Forms

MASTER SERVICES AGREEMENT
TERMS AND CONDITIONS

1. **Software and Services**

- 1.1. **Software.** Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("**Software**") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("**Documentation**") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "**Authorized Users**" or "**End Users**") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("**Services**"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("**Work Product**") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.
- 1.2. **Authorized Users.** The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- 1.3. **Order Forms.** Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.4. **Software Administrator; Maintenance Windows.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("**Software Administrator**"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5. **Customer Content.** The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "**Customer Content**") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained

Frontline Technologies Group LLC dba Frontline Education

MSAMSA-001f400000S8wbx

consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

- 1.6. **Integration.** Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.
- 1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. **Warranties and Disclaimers.**
 - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

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- 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
- 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.
4. **Confidential Information; Privacy.**
- 4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
- 4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99 ("FERPA")) by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.
- 4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion

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of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering. Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



Buckeye Local Schools OH - ATH+ACA+STA+PBK

Prepared on May 27, 2019 - #20190527-093405011

Buckeye Local School District (Ashtabula)
3436 Edgewood Dr, Ashtabula, Ohio, 44004
Ashtabula, OH 44004
United States

John Radwancky
Technology Coordinator
j.radwancky@buckeyeschools.info
440.990.3155

Products & Services

Annual Fee: Academic ProgressBook Integration

1,800 x \$1.00 / year

NOTE: The Annual Fees are estimated based on your total number of students. You will receive an invoice each year for all students at the time of billing in accordance with our Agreement. You will only pay once per-student per-year.

Annual Fee: Staff Services

300 x \$3.50 / year

NOTE: The Annual Fees are estimated based on your total number of staff. You will receive an invoice each year for all staff at the time of billing in accordance with our Agreement. You will only pay once per-staff member per-year.

One-time Setup Fee: Staff Forms System

1 x \$1,000.00

NOTE: The Setup Fee is a one-time-only charge. Support, training, additional forms, and updates are free of charge.

One-time Setup Fee: Academic Forms System

1 x \$1,000.00

NOTE: The Setup Fee is a one-time-only charge. Support, training, additional forms, and updates are free of charge.

Annual Fee: Academic Services

1,800 x \$3.50 / year

NOTE: The Annual Fees are estimated based on your total number of students. You will receive an invoice each year for all students at the time of billing in accordance with our Agreement. You will only pay once per-student per-year.

Annual Fee: Athletic Services

1,800 x \$0.00 / year

NOTE: The Annual Fees are estimated based on your total number of unique athletes. You will receive an invoice each season for all new rostered athletes at the time of billing in accordance with our Agreement. You will only pay once per-athlete per-year.

One-time Setup Fee: Athletic Forms System

1 x \$1,000.00

NOTE: The Setup Fee is a one-time-only charge. Support, training, additional forms, and updates are free of charge.

Recurring subtotal	\$9,150.00 / year
One-time subtotal	\$3,000.00
Total	\$12,150.00

This total doesn't include any applicable taxes.

This quote expires on August 25, 2019.

Questions? Contact me



Phil Witker

Sales

phil@finalforms.com

+1 (419) 376-7779



BC Technologies Company

45 Bell St

Chagrin Falls, OH 44022

US

FinalForms Agreement

This FinalForms Agreement ("Agreement") is made and entered into on June 18, 2019, by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the Buckeye Local 50-Ashtabula ("Customer" or "Client" or "Subscriber" or "Party"), (collectively, "the Parties").

The Support Services ("Services") contemplated by this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when signed by Customer and FinalForms representatives ("Effective Date"). The initial term of this Agreement begins on the Effective Date and ends one calendar year from the Effective Date. The term will renew automatically for additional one (1) year terms at FinalForms' then-current development, academic and athletic form fee rates, notice of which shall be provided to Customer sixty (60) days prior to the end of the then-current term, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, or upon termination under Section 4 of the Agreement.

2. Billing and Payment

Payment Dates. Payments for services rendered between March 16th and September 15th will be invoiced on September 15th in each year of this Agreement. Payments for Services rendered between September 16th and December 15th will be invoiced on December 15th in each year of this Agreement. Payments for Services rendered between December 16th and March 15th will be invoiced on March 15th in each year of this Agreement.

Payment Terms. Payment for the Services under this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement. Payment is due within thirty (30) days of Customer's receipt of an invoice from FinalForms. Services will be suspended for up to seven (7) days if payment is not received when due. Should Customer fail to pay FinalForms the complete agreed upon consideration within the seven (7) day suspension period, FinalForms shall have the right to terminate the Agreement, effective immediately.

3. Representations and Warranties

Compliance with the Laws. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will not violate or tamper with the security of any FinalForms computer equipment or program. If FinalForms has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, FinalForms may suspend the Services immediately with or without notice to Customer. FinalForms may terminate the Agreement as contemplated in Section 4 if FinalForms determines that Customer failed to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE THE ONLY WARRANTIES MADE BY FINALFORMS. FINALFORMS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE, OR SOFTWARE. FINALFORMS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FINALFORMS, ITS EMPLOYEES OR LICENSORS WILL CREATE A WARRANTY. FINALFORMS MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF ANY FORM OR DATA THAT IT CONVERTS INTO ELECTRONIC FORMAT FOR CUSTOMER, OR THIRD PARTIES SUCH AS PARENTS OR STUDENTS, AT CUSTOMER'S REQUEST, PURSUANT TO THIS AGREEMENT

Foreign Language Translations. FinalForms may provide translations of data it receives from Customer into languages other than English, through a third-party external translation service, which is intended solely as a convenience to the non-English-reading public. Due to the inherent nuances of translating a foreign language, FinalForms cannot guarantee the accuracy, reliability, or performance of the third-party external translation service nor the limitations provided by this service, such as the inability to translate specific files or data. Therefore, FinalForms expressly disclaims liability for any direct, indirect, incidental, special, or consequential damages that may result from or relate to an inaccuracy in the translation of Customer data into a language other than English.

4. Termination

Either Party may give notice of termination of the Agreement at least thirty (30) days prior to the expiration of the original term. If Customer terminates this Agreement, all amounts due for use of the Software based on the number of students whose data has been converted into electronic format in accordance with this Agreement, and the Support Services ("Services") actually rendered prior to the termination of this Agreement shall be immediately due and payable by Customer.

If a Party fails to perform or observe any material term or condition of this Agreement, and the failure continues un-remediated for seven (7) days after receipt of written notice of noncompliance, the other Party may terminate this Agreement, or, where the failure is a nonpayment by Customer of any charge when due, FinalForms may, at its option, terminate or suspend Services in accordance with Section 2 of this Agreement.

This Agreement may be terminated immediately upon written notice by FinalForms if it becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

5. Licenses

FinalForms hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by FinalForms ("Software"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Software hereunder comply with this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Software. All Software furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, and shall not be reproduced or copied in whole or in part.

6. Customer Data

Customer is the custodian of all data that it supplies to FinalForms, which is to be strictly held as confidential. FinalForms will not access, delete or alter Customer data within FinalForms or within any other software or application employed by Customer without the express consent of Customer.

Customer hereby consents to the use by FinalForms of Customer's name, logo, and other identifying information in marketing materials that contain a list of representative customers. FinalForms will grant Customer administrators access to the application and data for a minimum of seven (7) years after contract termination. Customer has the option to receive a backup of data prior to deletion, per Section 10 of this Agreement.

All right, title, and interest in and to the Software, and all copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights relating thereto, belong exclusively to FinalForms. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of FinalForms, and all copyrights and other rights are hereby assigned to FinalForms.

7. Limitation of Liability

As set forth below, under no circumstances will FinalForms, its executives, employees, or designees be liable for any indirect, incidental, special, or consequential, damages that result from Customer's use of or Customer's inability to use the Services, including but not limited to: loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, theft, destruction, or unauthorized access to FinalForms' records, programs or services, even if such Party has been advised of the possibility of such damages. In the event of any breach by FinalForms of this Agreement, FinalForms' liability to Customer will not exceed the amount paid to FinalForms by Customer during the previous three (3) months.

No Infringement: FinalForms warrants the Software will not infringe any patents, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify FinalForms promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). FinalForms may agree to defend, indemnify, and hold Customer harmless from any such action at FinalForms' sole expense, provided that FinalForms shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with FinalForms in such defense, negotiations and/or settlement.

8. Customer Responsibility

For purposes of Section 8 of this Agreement, "communications" shall mean all electronic correspondence generated or received by Customer and its employees and designees, excluding such correspondence between Customer and FinalForms, through the use of any Service provided by FinalForms to Customer under this Agreement.

Customer is solely responsible for the content of communications transmitted by Customer using the Services. Customer is solely responsible for the content of all documents, data, and student records FinalForms converts into electronic format and makes available to Customer online, at the request of Customer, and shall defend, indemnify, and hold harmless FinalForms from and against any liability and costs (including reasonable attorneys' fees) arising from FinalForms conversion of such documents, data, and student records into electronic format and making such documents, data, and student records available online.

Customer is not permitted to resell the Services.

To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data, or programs.

Customer is responsible for establishing designated points of contact to interface with FinalForms.

9. Confidential Information

Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, and product development plans, forecasts, strategies and information marked "Confidential," or if disclosed orally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized representative or designee of such disclosing party; and (iv) the receiving party is legally compelled to disclose, provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law (O.R.C. §149.43, *et seq.*) or open meetings law (O.R.C. §121.22, *et seq.*); provided that, if practicable, the party required to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof (i.e., so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

FinalForms will disclose any breach of its security system affecting personal information, in accordance with the requirements of R.C. 1349.19, if applicable.

Nondisclosure. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9 of this Agreement. Both Parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

10. Back-up of Data

FinalForms will deliver a full back-up of Customer Data in .BAK format in a CD by US priority mail, if Customer pays a charge of \$100 per back-up copy in advance of receiving the CD(s).

11. General Provisions and Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless evidenced in writing signed by authorized representatives of the Parties. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon FinalForms or effective for any purpose, unless expressly accepted by FinalForms in a signed writing by an authorized representative.

It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing, either within the computer software industry, FinalForms' industry, or between the Parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties.

(c) The Software shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Customer without the prior written consent of FinalForms. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of FinalForms or Customer in exercising any right herein, and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by FinalForms or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party, or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement as provided in Section 11 of this Agreement.

(h) At FinalForms' request, no more frequently than annually, Customer shall furnish FinalForms with a signed certification verifying that the Software is being used pursuant to the terms of this Agreement and listing the locations where the Software is being used.

(i) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and each of which together shall constitute a single instrument.

(j) This Agreement shall be governed by and construed under the laws of the State of Ohio applicable to contracts made in and wholly to be performed in the State of Ohio.

12. Signatures

Signature below by an authorized representative confirms a Party's consent to the terms and conditions of this Agreement.

CUSTOMER

By: Patricia E. Colucci
Position: Superintendent

By: _____
Position: _____

Date: 6/18/19

FINALFORMS

By: _____
Position: _____

Date: _____

FinalForms Agreement - Exhibit A

This Exhibit shall be attached to and made a part of the FinalForms Agreement between FinalForms and Buckeye Local 50 - Ashland ("Customer").

The following definition shall apply to the FinalForms Agreement:

Support Services ("Services") – includes, but is not limited to: conversion of Customer-approved forms and data into electronic format; web hosting for online forms; data storage; provision of access to stored Customer data; access to electronic communication tools using online email system, manual notifications or automatic notifications; access to features that allow filtering, sorting, printing and emailing data; email and phone Customer support; online and in-person training.

PAYMENT OPTIONS AND PAYMENT PLANS

1. SETUP FEE

* Customer will be billed at the rate of noted on the quote.

The Setup Fee covers the development of the FinalForms system, including customization, for Academics and/or Athletics and/or Staff. The total Setup Fee will be invoiced upon signing the Agreement and will be due within thirty (30) days of signing the Agreement.

2. ANNUAL FEES (per student)

* Customer will be billed at the rate of noted on the quote.

Invoices are automatically send on September 15th, December 15th, and April 15th, and shall be due within thirty (30) days of receipt of such invoice unless otherwise agreed upon, which is noted as:

Signatures

Signature below by an authorized representative confirms a Party's consent to the terms set forth above.

CUSTOMER

By: 
Position: Superintendent

By: _____
Position: _____

Date: 6/18/19

FINALFORMS

By: _____
Position: _____

Date: _____

GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

Application For Blanket Student Accident Insurance

Name of Policyholder: BUCKEYE LOCAL SCHOOL DISTRICT

Address: 3436 EDGEWOOD DR ASHTABULA OH 44004 ASHTABULA
Street City State Zip County

Junior/Middle High Schools consist of grades 6 - 8 Senior High Schools consist of grades 9 - 12
 Total District enrollment: 1800 Please attach a list of all schools in the District.

Policy Number: 344-00P- 419B

STUDENT ACCIDENT COVERAGE

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8/26/2019. The termination date shall be 8/25/2020, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8/1/2019. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

FOOTBALL ONLY ACCIDENT COVERAGE

IN EFFECT

NOT IN EFFECT

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on 8/1/2019 and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on 2/1/2020. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:							
COVERAGE	GRADES	PREMIUMS		COVERAGE	GRADES	PREMIUMS	
		Low / High				Low / High	
24-Hour	K-6	\$79	\$158	Football Only Per Player	10-12	\$129	\$258
	7-12	\$91	\$182		(Including grade 9 if playing or practicing with grades 10-12)		
School-Time	K-6	\$23	\$46				
	7-12	\$37	\$74				

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: *Patricia S. Colucci, M.* Date: 6/5/2019

Agent Signature: _____ Date: _____

Ship supplies to address below:

Street Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Attention: _____ Requested Date of Shipment: _____

Please provide an email address to receive supplies electronically: applebee@buckeyeschools.info

2019-20 OHIO STUDENT ACCIDENT INSURANCE PROGRAM Multi-Benefit Protection

Plan Administered by:

**Student
Protective
Agency**

300 Coshocton Ave.
Mount Vernon, OH 43050
1-800-278-2544



ACCIDENT INSURANCE PROTECTION HELPING PROVIDE:

For the Student - Sound coverage with a selection of plan options

For the Parent - Additional financial security to help in times of increasing medical costs

For You - The fulfillment of an administrative service and responsibility

Underwritten & Claims Administered by:

GTL | GUARANTEE
TRUST
LIFE

Guarantee Trust Life Insurance Company (GTL)
1275 Milwaukee Ave., Glenview, IL 60025
1-800-622-1993
www.gtlic.com



ACCIDENT INSURANCE PLANS for all students and athletes



SCHOOL-TIME STUDENT ACCIDENT COVERAGE: Helps protect your students the entire school year, during regular school sessions, as well as participating in other school-sponsored activities requiring the attendance of the student. Also provides protection for your students while traveling directly to or from the student's Residence and school to attend or participate in school activities. The expiration date of coverage shall be the close of the regular nine month school term, except while the Insured is attending academic classroom sessions exclusively sponsored and solely supervised by the school during the summer.

24-HOUR-A-DAY ACCIDENT COVERAGE: Provides protection for your students 24-hours-a-day, year-round and continues until the end of the Policy Year. The student is protected AT HOME, AT SCHOOL, AT CAMP, ON VACATION. . . ANYWHERE ACCIDENTS CAN HAPPEN.

SPORTS ACCIDENT COVERAGE: Interscholastic sports (including practice) are covered by the School-Time and 24-Hour-A-Day Accident Coverage. Travel is also covered when going directly and uninterruptedly to and from practice or competition when traveling as a group in a Designated Vehicle. High school tackle football for grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) is only covered by the optional Football Only Accident Coverage, which requires an additional premium.

FOOTBALL ONLY ACCIDENT COVERAGE: Players in Grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) are covered for accidents occurring while participating in high school interscholastic tackle football practice or competition. Travel is also covered when going directly and uninterruptedly to and from such practice or competition when traveling as a group in a Designated Vehicle.

EFFECTIVE COVERAGE DATES: Coverage will be effective on the date of premium receipt by GTL, its representatives or school officials, or the official first day of school, whichever is later.

For interscholastic sports, coverage can pre-date the official first day of school for students who are participating in pre-school practice sessions, competition or covered travel sanctioned by the Ohio High School Athletic Association. In such cases coverage will be effective as of the date of premium receipt but only while participating in actual practice sessions, competitions or covered travel. Other aspects of coverage will not commence until the official first day of school.

Football Only Accident Coverage begins on the date of premium receipt by GTL, its representatives or school officials, but not prior to the first official date of practice and no earlier than August 1st as sanctioned by the Ohio High School Athletic Association and continues through the date of the last official game of the 2019 season, including playoffs. Other aspects of coverage will not commence until the official first day of school.

EXCESS PROVISION: All Covered Charges will be considered for payment on an Excess basis if any Other Valid and Collectible Insurance covers the Insured person.

2019-20 POLICY BENEFITS AND PREMIUMS

All Maximum amounts are per Injury except as specifically stated.

Injury means bodily injury due to an Accident which results directly and independently of disease, bodily infirmity, or any other causes; solely, directly and independently of all other causes, results in medical expense; occurs after the effective date of the Covered Person's coverage under the Policy; and occurs while the Policy is in force. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries are considered a single Injury.

COVERAGE AND BENEFITS	LOW OPTION	HIGH OPTION
Maximum Benefit Amount Per Injury	\$25,000.00	\$25,000.00
Deductible	\$0.00	\$0.00
Hospital Room and Board and general nursing care limited to a maximum of	\$150.00/day	\$300.00/day
Hospital Miscellaneous Expense limited to a maximum of	\$1,000.00	\$2,000.00
Hospital Emergency Care limited to a maximum of	\$150.00	\$300.00
Orthopedic Appliances furnished by the Hospital limited to a maximum of	\$100.00	\$200.00
Doctor's fees for surgery, in accordance with the Surgical Schedule using	\$80.00 per unit value	\$160.00 per unit value
Anesthesia Services, limited to	25% of the Surgical Schedule allowance	25% of the Surgical Schedule allowance
Non-Surgical Doctors' Visits, including Physical Therapy Physical Therapy is limited to a maximum benefit of 3 visits.	\$25.00	\$50.00
Dental Treatment, per tooth (for Injury to Sound, Natural Teeth) limited to Up to a maximum of	\$200.00 \$600.00	\$400.00 \$1,200.00
Imaging procedures, including X-rays and interpretation, limited to a maximum of amount of	\$100.00	\$200.00
MRI/CAT Scan, up to a maximum benefit of	\$125.00	\$250.00
Ambulance Expense, limited to a maximum of	\$100.00	\$200.00
Loss of Life	\$2,000.00	\$2,000.00
Loss of One Hand or One Foot or Entire Sight of Both Eyes	\$1,000.00	\$1,000.00
Loss of both Hands or Feet	\$10,000.00	\$10,000.00
PREMIUMS (ONE-TIME PAYMENT)	LOW OPTION	HIGH OPTION
SCHOOL-TIME ACCIDENT COVERAGE		
Students — Grades K - 6	\$23.00	\$46.00
Grades 7 - 12	\$37.00	\$74.00
24-HOUR-A-DAY ACCIDENT COVERAGE		
Students — Grades K - 6	\$79.00	\$158.00
Grades 7 - 12	\$91.00	\$182.00
OPTIONAL FOOTBALL ONLY ACCIDENT COVERAGE		
Per Player — Grades 10 - 12 (including grade 9 if playing or practicing with grades 10 through 12)	\$129.00	\$258.00

EXCLUSIONS

THE POLICY DOES NOT COVER: (1) Treatment, services or supplies which are not Medically Necessary; are not prescribed by a Doctor as necessary to treat an Injury; are Experimental/Investigational in nature; are received without charge or legal obligation to pay; are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or are not specifically listed as Covered Charges in the Policy; (2) Intentionally self-inflicted Injury; (3) Injury sustained while violating or attempting to violate any duly enacted law; (4) Injury by acts of war, whether declared or not; (5) Injury received while traveling or flying by air, except as a fare paying passenger on a regularly scheduled commercial airline; (6) Injury covered by Worker's Compensation or the Occupational Disease Law; (7) Treatment of illness, disease or Infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or an unintentional Ingestion of a contaminated substance; (8) Hernia, any type; (9) Injury sustained fighting or brawling, except in self-defense; (10) Suicide or attempted suicide; (11) Loss resulting from the use of any drug or agent classified as a narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; (12) Injury sustained while operating, riding in or upon, mounting or alighting from, any two, three or four-wheeled recreational motor/engine driven vehicle, snowmobile or all-terrain vehicle (ATV); (13) Injury sustained while participating in or practicing for senior high interscholastic tackle football including grade 9 if playing with grade 10 or above, including travel, unless optional coverage has been purchased; (14) Cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; (15) Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay; (16) Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; (17) Dental treatment, except as specifically stated; (18) Services of an assistant surgeon or Doctor when surgery is performed; (19) Eyeglasses, contact lenses, routine eye exams or prescriptions therefore; (20) Prescription Drugs, crutches, braces, artificial limbs, etc., except as specifically stated.

IMPORTANT INFORMATION

1. Treatment must begin within thirty (30) days of Accident.
2. Expense must be incurred within fifty-two (52) weeks of Accident.
3. Written proof of loss must be furnished within ninety (90) days of Accident.
4. No refunds are available.

Group Blanket Accident insurance products are issued on Form Series GP-2020 or GP-1200 by Guarantee Trust Life Insurance Company, Glenview, IL. These products and their features are subject to state availability and may vary by state. Certain exclusions and limitations may apply. The exact provisions governing the insurance are contained in the Policy issued to the Policyholder and certain provisions may be administered to conform to state requirements. The Policy shall control in the event of any conflict between the Policy and this brochure. For complete details of coverage please contact the agent administering the program.

BUCKEYE LOCAL BOARD OF EDUCATION

July 1, 2019

A RESOLUTION

TO EMPLOY A TECHNOLOGY SUBSTITUTE

FOR THE BUCKEYE LOCAL SCHOOL DISTRICT

WHEREAS, the Board of Education hereby employs Timothy Pike as a Technology Substitute subject to the background check required by law, from July 1, 2019 until June 30, 2020, at a of \$20.00 per hour, for a total of 150 hours not to exceed \$3,000.00.

Timothy Pike

Date

Patrick Colucci, Superintendent

Date

Mary Wisnyai, Board President

Date

2019-20 OPERATIONAL SUBSTITUTE LISTING**ADMINISTRATIVE ASST.**

Tina Acierno
Jody Anthony
Sheryl Barnum

India Bearce
Resa Bilbie
Sheila Breedlove
Jeanette Coleman

Leslie Desin (Bus Garage)

Janet Falke
Nina Farina

LeAndra Fogus

Marguerite Kister
Sherrie Morici Buckmeier
Hazel Phillips
Tari Simon
Meghan Stevenson
Kelly Varkett

SMEA/LA/CG/BA

Christine Batanian
India Bearce
Resa Bilbie
LeAndra Fogus
Marguerite Kister
Cheryl Moscorelli

Trisha Nagy
Tari Simon
Meghan Stevenson
Karla Vencill

CAFETERIA

Jody Anthony
Sheryl Barnum
Christine Batanian
India Bearce
Jeanette Coleman
Emma Conrad

CENTRAL CALL-IN

India Bearce
Resa Bilbie
Janet Falke
Sherrie Morici
Buckmeier
Tari Simon
Kelly Varkett

NURSE HLTH AIDE:**CUSTODIAN**

Daryl Bauer
India Bearce
Kim Braden
Leslie Desin
Janet Falke
LeAndra Fogus
Roger Kester
James Locke
Rita Nicka
Tari Simon
McKensey Taylor
James Wayand

BUS DRIVERS

Dave Bilbie
Resa Bilbie
Karl Brunell
Leslie Desin

Diana Dickson-Sowry
Jeff Dole
Susan Farmer
Jeff Farver
Jodi Freeborn
Cheryl Moscorelli
Tari Simon

COURIER

Jeanette Coleman
Gary Diemer
Janet Falke

LeAndra Fogus
Roger Kester
Joe May
Tari Simon

James Wayand

SUMMER MAINT.

Jody Anthony
Christine Batanian
Resa Bilbie
Kim Braden
Stacey Cox
LeAndra Fogus
Rebecca Gaines
James Locke
Tracey McNeil
Rita Nicka
Rebecca Pinkerton
Sandy Schmude
Tari Simon

Meghan Stevenson
Kelly Varkett

**STUDENT
WORKERS**

Carter Andes
Sara Drake
Kathleen Howell
Christian Johnson
Daniel Kemmerle
Zach Millard

2019-20 OPERATIONAL SUBSTITUTE LISTING

CAFETERIA, CONTD.

MaryAnn Dunn
Janet Falke
LeAndra Fogus
Jennifer Myers
Cynthia Paul
Tari Simon
Meghan Stevenson (Kings only)
Emily Stowers
James Wayand

**BUS DRIVERS,
CONTD.**

Roberta Sipan
Kelly Varkett
Karla Vencill

BUS MECHANIC

**STUDENT
WORKERS, CONTD.**

Dillon Myer
Dennis Page
Patrick Palumbo
Forrest Schmude
Hunter Schmude
Kirsten Schreiber
Julianna Sloan
Matt Stiltner
Autumn VanBuren