

BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting
Tuesday, July 16, 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
Shannon Pike – Vice President
Gregory Kocjancic
Tina Stasiewski
David Tredente

Mr. Patrick Colucci
Superintendent

Mrs. Jamie Davis
Treasurer

Tuesday, July 16, 2019

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, July 16, 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 – Pam Pierce-Ruhland

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 – 2L:

A. Approve the June BOE meeting minutes as presented to the board on July 2, 2019.

B. Approve bills paid in June and the financial reports as presented to the board on July 2, 2019.

C. Approve the service agreement with Ashtabula County Educational Service Center (ACESC) for Physical Therapy services for the 2019-20 school year as presented in **Exhibit A**.

- D. Approve the service agreement with ACESC for Occupational Therapy services for the 2019-20 school year as presented in **Exhibit B**.
- E. Approve the service agreement between ACESC and Buckeye Local School District (BLSD) for Building Bridges services for the 2019-20 school year as presented in **Exhibit C**.
- F. Approve the service agreement between ACESC and BLSD for PHP services for the 2019-20 school year as presented in **Exhibit D**.
- G. Approve the service agreement between Ashtabula County Career & Technical Center (A-Tech) and BLSD for English Language Learner (ELL) services with Darlene Kightlinger for the 2019-20 school year as presented in **Exhibit E**.
- H. Approve the participation agreement with the Schools of Ohio Risk Sharing Authority (SORSA) and BLSD for the district's property insurance for the 2019-20 fiscal year, effective July 1, 2019, as outlined in **Exhibit F**.
- I. Approve the agreement from Northwest Evaluation Association (NWEA) for the purchase of MAP licenses for the 2019-20 school year, effective July 1, 2019 as presented in **Exhibit G**.
- J. Approve the financial statement for the Kingsville Public Library as presented in **Exhibit H**.
- K. Approve the agreement with Tattletale Portable Alarm Systems, Inc. to purchase a panic alarm system for each school building with staff pendants to be purchased with BWC Safety Grant (3 to 1 matching funds) at a total cost of \$16,396; grant cost \$12,280, board cost \$4,116; as presented in **Exhibit I**.
- L. Approve the agreement with Metcalf Glass to purchase window glass adhesive security film for each school to be purchased with BWC Safety Grant (3 to 1 matching funds) at a total cost of \$36,983; grant cost \$27,720, board cost \$9,263.

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

3. Superintendent's Report

Reports and Recommendations

It is the recommendation of the Superintendent that the BOE approve the following items as presented:

Due to a conflict with the Growth Partnership "Best of County" Awards Dinner scheduled on September 17, 2019, please approve the September Buckeye Board of Education meeting to be moved to Tuesday, September 24, 2019.

____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 – 4I:

Certified Staff:

A. Administration – Stipends

- 1) Approve a \$10,000 stipend to be paid out of the Title II-A funds to Rocco Adduci for gifted and talented for the 2019-20 school year.
- 2) Approve a \$2,000 stipend to be paid out of the Title I funds to Danyel Ryan as the Title Coordinator.

B. Certified – Appointments

- 1) Jennifer Swiger, School Nurse at Kingsville, 1-year limited contract (.81), Bachelors, step 0, \$27,536.76, effective August 21, 2019.
- 2) Edith Makynen, Title I Tutor at Kingsville, 3 days a week, 2 hours per day, \$23.80 per hour, effective October 1, 2019.
- 3) Renee Mattson, .5 (part time) Art Teacher at Braden Middle School, 1-year limited contract, effective August 21, 2019.
- 4) Rachael Morgan, 3rd grade Teacher at Ridgeview, received proper documentation to place at Bachelor's, Step 1, \$35,696.
- 5) Abigail Smith, Kindergarten Teacher at Ridgeview, received proper documentation to place at Bachelor's, Step 1, \$35,696.
- 6) Amy Whitmire, Kindergarten Teacher at Ridgeview, received proper documentation to place at Master's +10, 17 yrs exp, \$66,972.

C. Certified – Resignations

- 1) Cassandra Burnett, Art teacher at Braden, effective May 31, 2019. She served the district for 5 years.
- 2) Erica Revak, Intervention Specialist at Kingsville, effective May 31, 2019. She served the district for 2 years.
- 3) Laura Groce, hired as a part-time tutor for the 2019-20 school year, resigned for a full-time position elsewhere.

D. Certified – Changes in Assignment 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>
Tracy DeLuca	Int. Special.	*	Ridgeview	Int. Special.	*	Kingsville
Rachael Morgan	Teacher	KG	Ridgeview	Teacher	3 rd	Ridgeview
Renee Cole	Teacher	1 st	Ridgeview	Teacher	Kg	Ridgeview
Kelley Loudon	Teacher	4 th	Ridgeview	Teacher	2 nd	Ridgeview
Christina Veon	Teacher	2 nd	Ridgeview	Teacher	4 th	Ridgeview
Molly Todaro	Teacher	3 rd	Ridgeview	Teacher	1 st	Ridgeview

E. 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>
Kevin Santee	Asst. Boys Basketball (7/8)	6	11/1/19	\$3,739.56

F. 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>
Shawn Brunell	Asst. Cross Country (7/8)	0	8/1/19	\$1,359.84
Michelle Mitcham	Ticket Manager	-	8/1/19	\$1,000.00

G. Approve the following Athletic Workers for the 2019-20 SY:

Michelle Barnum	Sherri Hommes	Dennis Mitchell
Chris Batanian	Terri Katchur	Steve Pocatko
Jon Butchko	Nicole Kray	Kathleen Saturday
Michelle Cleveland	Tina Kray	Ed Spencer
Missy Coy	Steve Kray, Sr.	Meghan Stevenson
George Dragon	Shelly Lyle	April Urch
Annie Evans	Stephanie Marcy	Angelo Velotta
Nancy Frey	Emma Mauro	Kim Velotta
Gretchen Hill	Greg Mendrala	Kyra Vencill
Steve Hill	Michelle Mitcham	Shelly Zezzo

Classified Staff:

H. Classified – Appointment

Janet Falke, Administrative Assistant, Business Affairs, step 5 of 30, \$17.46/hr, effective July 8, 2019.

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

Cafeteria, Custodian, Secretary:

- Susan Holloman

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

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

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

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

6. Other Business – FYI

7. Executive Session

- A. For the consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:
- 1) the information is directly related to a request for economic development assistance that is to be provided or administered under one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and
 - 2) an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project

8. Adjournment

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

PHYSICAL THERAPY SERVICES AGREEMENT

This AGREEMENT made and entered into this July 1, 2019 through June 30, 2020 by and between

BUCKEYE LOCAL SCHOOL DISTRICT and the Ashtabula County Educational Service Center (ACESC).

WITNESSETH:

1. The Ashtabula County Educational Service Center agrees to provide Physical Therapy treatment, evaluations, and consultative services for students of **BUCKEYE LOCAL SCHOOL DISTRICT**. Professional Physical Therapy services shall be rendered by a Licensed Physical Therapist, Licensed Physical Therapist Assistant or a properly supervised Physical Therapy student, as prescribed and agreed upon in the IEP or 504 team agreement/documentation.
2. The Ashtabula County Educational Service Center (ESC) agrees to comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries, that representatives of the US Department of Human Services, ODM and ODE shall have access to documents and records as permitted by law and that the ESC has not, nor its principles have not been debarred or suspended from received federal contracts.
3. These services shall include:
 - a. Providing physical therapy evaluation as part of the multifactored evaluation;
 - b. Providing therapy which will:
 - i. Improve, develop, or restore sensorimotor functioning impaired or lost through illness, injury, or deprivation;
 - ii. Improve ability to perform tasks for independent functioning when functions are impaired or lost; and
 - iii. Prevent, through early intervention, initial or further impairment or loss of function.
 - c. Functioning as a consultant with the child's parent or school personnel;
 - d. Instructing parents and teachers in the use of the techniques and equipment as needed;
 - e. Assisting in the provision of the specialized and adaptive activities in the prevocational and vocational programs;
 - f. Supervising and training Physical Therapy assistants to provide services as designated by the IEP.
4. The above mentioned School District agrees to provide adequate space which is conducive to the provisions of these services.
5. In consideration of said services, as specified through referral and/or on the respective student's IEP, the **BUCKEYE LOCAL SCHOOL DISTRICT** agrees to pay Ashtabula County Educational Service Center:

\$435.00 a day for a Licensed Physical Therapist
\$360.00 a day for a Licensed Physical Therapist Assistant

It is agreed that the terms of the AGREEMENT are binding upon the Ashtabula County Educational Service Center and upon the **BUCKEYE LOCAL SCHOOL DISTRICT**, its successor and assignees.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year above written.

District Representative: _____ Date: _____

ACESC

Representative: _____ Date: _____

OCCUPATIONAL THERAPY SERVICES AGREEMENT

This AGREEMENT made and entered into this July 1, 2019 through June 30, 2020 by and between

Buckeye Local School District and the Ashtabula County Educational Service Center (ACESC).

WITNESSETH:

1. The Ashtabula County Educational Service Center agrees to provide occupational therapy treatment, evaluations, and consultative services for students of the **Buckeye Local School District**. Professional Occupational Therapy services shall be rendered by a Licensed Occupational Therapist, Licensed Occupational Therapist Assistant or a properly supervised Occupational Therapy student, as prescribed and agreed upon in the IEP or 504 team agreement/documentation.
2. The Ashtabula County Educational Service Center (ESC) agrees to comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries, that representatives of the US Department of Human Services, ODM and ODE shall have access to documents and records as permitted by law and that the ESC has not, nor its principles have not been debarred or suspended from received federal contracts.
3. These services shall include:
 - a. Providing an Occupational Therapy evaluation as part of the multi-factored evaluation;
 - b. Assisting in the development of the Individualized Education Program (IEP);
 - c. Providing therapy which will:
 - i. Improve, develop, or restore functions impaired or lost through illness, injury or deprivation;
 - ii. Improve ability to perform tasks for independent functioning when functions are impaired or lost;
 - iii. Prevent, through early intervention, initial or further impairment or loss of function.
 - d. Functioning as a consultant with the child's parent(s) or school personnel;
 - e. Instructing parents and teachers in the use of techniques and equipment as needed;
 - f. Assisting in the provision of the specialized and adaptive activities in the prevocational and vocational programs;
 - g. Supervising and training Occupational Therapy assistants and orienting new OT personnel.
4. The above mentioned School District agrees to provide adequate space which is conducive to the provisions of these services.
5. In consideration of said services, as specified through referral and/or on the respective student's IEP, the **Buckeye Local School District** agrees to pay Ashtabula County Educational Service Center: **\$442.00 a day for a Licensed Occupational Therapist**

\$344.00 a day for a Licensed Occupational Therapist Assistant

It is agreed that the terms of the AGREEMENT are binding upon the Ashtabula County Educational Service Center and upon the Buckeye Local School District, its successor and assignees.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year above written.

District Representative: _____ Date: _____

ACESC

Representative: _____ Date _____



Exhibit C

2630 W 13th Street, Ashtabula, OH 44004
Phone: (440) 576-9023 Fax: (440) 576-3065
www.acesc.k12.oh.us
John M. Rubesich, Superintendent
Mary F. Gillespie, Treasurer

2019-2020 Building Bridges Service Contract

THIS AGREEMENT is made this _____ day of _____, 2019 between the Ashtabula County Educational Service Center (ACESC), 4200 State Rd, Ashtabula, OH 44004, hereinafter referred to as the "ACESC" and the Buckeye Local School District, 3436 Edgewood Dr., Ashtabula, OH 44004, hereinafter referred to as "BLS"

In consideration of the mutual promises herein contained, the parties agree as follows:

The ACESC shall provide classroom space, classroom furniture, teachers, paraprofessionals, occupational therapists, physical therapists, speech therapist, counselors, classroom materials and supervision for the ACESC Building Bridge Classrooms located at 2630 West 13th St., Ashtabula, OH 44004.

The BLS shall provide transportation for students residing in the BLS school district.

Both parties agree, the teachers, paraprofessionals and students placed in the Building Bridges classrooms will follow the Ashtabula Area City School calendar.

This Agreement shall commence on the above stated date and shall terminate on June 30, 2020.

The BLS agrees to the following costs for the program.

Educational Services	\$21,300.00 / yr*
Occupational Therapy Services:	\$49.14/hr-OTA; \$63.14/hr- OT
Physical Therapy Services:	\$51.42/hr- PTA; \$62.14/hr-PT
Speech	\$62.00/hr
Counseling	\$45.00/hr

The Ashtabula County Educational Service Center (ESC) agrees to comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries, that representatives of the US Department of Human Services, ODM and ODE shall have access to documents and records as permitted by law and that the ESC has not, nor its principles have not been debarred or suspended from received federal contracts.

BLS Representative

Date

ACESC Representative

Date

**These costs may change due to enrollment. Districts will be notified of any changes.*

The purpose of the Ashtabula County Educational Service Center is to be a high performing organization that enables districts to achieve excellence.

Serving Schools of

Ashtabula Area City • Buckeye Local • Conneaut Area City •
Geneva Area City • Grand Valley Local •
Jefferson Area Local • Pymatuning Valley Local

Governing Board

Dr. Harlan S. Waid, Jr., President
Gus S. Saikaly, Vice President
William W. Hill, Member
Barbara Klingensmith, Member
Sharon Schoneman, Member



2630 W 13th Street, Ashtabula, OH 44004
 Phone: (440) 576-9023 Fax: (440) 576-3065
www.acesc.k12.oh.us
 John M. Rubesich, Superintendent
 Mary F. Gillespie, Treasurer

2019-2020 PHP Service Contract

THIS AGREEMENT is made this _____ day of _____, 2019 between the Ashtabula County Educational Service Center (ACESC), 4200 State Rd, Ashtabula, OH 44004, hereinafter referred to as the "ACESC" and the Buckeye Local School District, 3436 Edgewood Dr. Ashtabula, OH 44004, hereinafter referred to as "BLS"

In consideration of the mutual promises herein contained, the parties agree as follows:

The ACESC shall provide a teacher and if needed, a paraprofessional, classroom materials and supervision for the ACESC Partial Hospitalization Classroom (PHP) located at 2801 C Court, Ashtabula, OH 44004.

BLS will provide transportation for students residing in the BLS school district.

Both parties agree, the teacher, paraprofessional and students placed in the PHP program will follow the Ashtabula Area City Schools schedule.

This Agreement shall commence on the above stated date and shall terminate on June 30, 2020.

The BLS agrees to the following costs for the program.

Educational Services	\$12,150.00	/ yr*
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The Ashtabula County Educational Service Center (ESC) agrees to comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information concerning beneficiaries, that representatives of the US Department of Human Services, ODM and ODE shall have access to documents and records as permitted by law and that the ESC has not, nor its principles have not been debarred or suspended from received federal contracts.

_____	_____	_____	_____
District Representative	Date	ACESC Representative	Date

**These costs may change due to enrollment. Districts will be notified of any changes.*

Our Mission

The purpose of the Ashtabula County Educational Service Center is to be a high performing organization that enables districts to achieve excellence.

Serving Schools of

Ashtabula Area City • Buckeye Local • Conneaut Area City •
 Geneva Area City • Grand Valley Local •
 Jefferson Area Local • Pymatuning Valley Local

Governing Board

Dr. Harlan S. Waid, Jr., President
 Gus S. Saikaly, Vice President
 William W. Hill, Member
 Barbara Klingensmith, Member
 Sharon Schoneman, Member

**Service Agreement between
Buckeye Local Schools and the Ashtabula County Technical & Career Center**

This agreement is entered into as of August 1, 2020 between the Ashtabula County Technical & Career Center (A-Tech) through the Ashtabula County Aspire Program and Buckeye Local Schools (the District).

The ABLE Program agrees to provide the following special services:

- 1.) Assign certified English Language Learner (ELL) instructor to begin the week of August 21, 2020.
- 2.) Provide written reports and recommendations for individual student(s) identified by the District.
- 3.) Provide individual and/or small group instruction to ELL student(s) at targeted schools as determined by the District on mutually agreed day(s)/times.
- 4.) Create and maintain pre/post ELL assessments, documented progress reports and individual portfolios for all ELL students identified by the District and enrolled in the program.
- 5.) Provide FINAL REPORT & RECOMMENDATIONS.
- 6.) Issue invoice(s) to the Buckeye Local Schools for services provided.

The Buckeye Local Schools agree to:

- 1.) Provide on-site ELL assessments to identified ELL student(s) during the 2019-2020 school year.
- 2.) Provide appropriate space for instructional sessions.
- 3.) Work in cooperation with ABLE/LEP staff to facilitate services.
- 4.) Pay for instructional services for the duration of the agreement as follows:

Aspire/ELL Special Services

- Instruction/Preparation for up to 35 weeks of instruction, records, testing and wrap-up
- Maximum cost/instruction/testing: \$9,000.00
- Administrative costs including staff training, interpreter, TESOL-certified program oversight, etc: \$1,500.00

TOTAL COST: \$10,500.00 SY 2020

This agreement may be amended upon mutual consent and/or terminated by either party submitting a 30-day written notice.

Buckeye Local Schools:

Ashtabula County Technical & Career Center:

Jerome R. Brockway Ph.D., Superintendent

Date

Date

Board Approved (date): _____

Board Approved (date): _____

PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the Schools of Ohio Risk Sharing Authority ("SORSA"), an Ohio corporation not for profit, and Buckeye Local School District (the "District"), a school district as defined in Title 33 of the Ohio Revised Code of the State of Ohio or a data acquisition site organized pursuant to Chapter 167 of the Ohio Revised Code, effective as of the first day of July 1, 2019 but actually executed on the 21st day of June, 2019 (the "Execution Date").

I. RECITALS

- a. The purposes of SORSA are to provide a joint self-insurance pool and to assist members, including the District, to prevent and reduce losses and injuries to property and persons, which might result in claims being made against members of SORSA, including the District, or their employees or officers.
- b. The District wishes to avail itself of the advantages offered by SORSA to its members. Therefore, it is the intent of the District to join with other school districts or data acquisition sites as members of SORSA, which will administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with SORSA's Articles of Incorporation, Code of Regulations, policies and procedures and coverage documents, any member of SORSA against stated liability or loss, to the limits as outlined in the coverage documents. It is also the intent of the District, as a member of SORSA, to have SORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to Sections 3313.201, 2744.08, 2744.081, and 3955.05 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering SORSA's program.

"Anniversary Date" shall mean the 1st day of July of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the District, or paid by SORSA and reimbursed by the District.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by SORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the District's share, as established from time to time by SORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the fund established by SORSA to provide for the payment of the losses in excess of the Deductible.

"Loss Fund Contribution" shall mean the District's share, as established from time to time by SORSA, of the costs of funding a loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean June 30, 2020.

III. THE DISTRICT'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the District agrees to become a member of SORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The District further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions to SORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Directors of SORSA (the "Board"). Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the SORSA funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with SORSA's Code of Regulations.
- c. To allow SORSA and its agents, officers and employees reasonable access to all facilities of the District and all District records, including but not limited to financial records, as required for the administration of SORSA.
- d. To allow attorneys designated by SORSA to represent the District in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by SORSA.
- e. To cooperate fully with SORSA's attorneys, claims adjustors and any other agent, employee or officer of SORSA in activities relating to the purposes and powers of SORSA.
- f. To follow the loss reduction and prevention procedures established by SORSA.

- g. To report to SORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in SORSA being required to consider a claim against the District, its agents, officers or employees or for casualty losses to District property within the scope of coverages undertaken by SORSA.
- h. To adopt a risk management statement within the parameters set by the Board.
- i. To report to SORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- j. To provide SORSA annually, or more frequently if requested, with information necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. SORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the District's withdrawal or expulsion, SORSA agrees to accept the District as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

SORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To carry out such other activities as are necessarily implied or required to carry out SORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

- a. Coverages.

- (i) The District agrees to accept all lines of coverage provided by SORSA as shown on Exhibit A.
 - (ii) Once a line of coverage is provided to the District by SORSA, the line of coverage must continue to be provided for by SORSA until the Termination Date.
 - (iii) It is understood that a line of coverage offered by SORSA may not be able to be provided for by SORSA on the Execution Date because the line of coverage is already being provided to the District by means other than SORSA. Under this circumstance, any line of coverage which is provided by other means to the District at the Execution Date which expires prior to the Termination Date is a coverage required to be provided for by SORSA upon the expiration of the other coverage.
 - (iv) It is the intention of the District at the time of the Execution Date and throughout the term of this Agreement that any lines of coverage not provided by SORSA which do not expire until after the Termination Date will be provided by SORSA upon the future expiration of the coverage by other means.
- b. Structure of Program. For the term of this Agreement, SORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:
 - (i) a Loss Fund
 - (ii) Excess Insurance

The amounts necessary to fund the Loss Fund will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board intends to purchase insurance policies to provide Excess Insurance.

- c. Modification of Program. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members.

VI. DISTRICT'S CONTRIBUTIONS

The District's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Loss Fund Contribution;
- c. its annual Insurance Costs; and
- d. its annual Administration Costs.

The District understands that the cost components set forth in items a. through d., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for

example, an insurance policy may be replaced by a form of self insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The District further understands that its share of the cost has been computed by SORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the District's share shall not be computed or applied in a discriminatory manner.

VII. TERM OF AGREEMENT: WITHDRAWAL BY DISTRICT

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of July, 2019 and shall terminate as of the Termination Date.

During the term of this Agreement, there is no right to withdraw by either party during the term of the Agreement. Except as provided in Article VIII, this Agreement is not cancelable by either party during the term of the Agreement.

Upon the final dissolution of SORSA, any funds which remain, unencumbered, after all claims and all other SORSA obligations have been paid shall be distributed only to the districts which are members of SORSA immediately prior to its dissolution. If the District is a member of SORSA immediately prior to its dissolution, the District's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the District pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all districts which are members of SORSA immediately prior to its dissolution, times the amount of remaining funds.

VIII. EXPULSION

- a. By a two-thirds (2/3) vote of the Board, the District may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then current Ohio statutes or regulations:
 - (i) Failure to undertake or continue loss reduction and prevention procedures adopted by SORSA.
 - (ii) Failure to allow SORSA reasonable access to all facilities and records of the District necessary for proper administration of SORSA.
 - (iii) Failure to fully cooperate with SORSA's attorneys, claims adjusters or other agent, employee or officer of SORSA.
 - (iv) Failure to carry out any obligation of the District which impairs the ability of SORSA to carry out its purpose or powers.

- (v) Any other reason permitted by Ohio statute or regulation.
- b. Anything in this Article VIII to the contrary notwithstanding, the District may be expelled without a vote of the Board if it fails to make any payment to SORSA when due.
- c. The District may not be expelled except after notice from SORSA of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The District may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after the expiration of the time to cure has passed. A representative of SORSA shall present the case for expulsion to the Board. The District affected may present its case. A decision by the Board to expel the District after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the District shall be liable for any unpaid contributions, including Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

IX. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are school districts within the State of Ohio, as that term is defined in Title 33 of the Ohio Revised Code. It is the intent of the District that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the District or its employees by any law.

X. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the District: 3436 Edgewood Drive

Ashtabula, OH 44004

If to SORSA:

Schools of Ohio Risk Sharing Authority, Inc.
Attn: Executive Director
555 Metro Place North, Suite 645
Dublin, Ohio 43017

- b. Electronic Transmission: SORSA agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured means including e-mail, facsimile transmission or other similar electronic methods of communication ("Electronic Means"), provided, however, that the instructions or directions shall

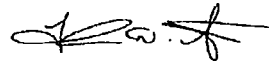
be sent by an authorized officer of the District. If the District elects to give SORSA instructions by Electronic Means and SORSA in its discretion elects to act upon such instructions, SORSA's understanding of such instructions shall be deemed controlling. SORSA shall not be liable for any losses, costs or expenses arising directly or indirectly from SORSA's reliance upon and compliance with such instructions. The District agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to SORSA, including without limitation the risk of SORSA acting on authorized instructions

The District and SORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the District and SORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District and SORSA have executed this Agreement as of the date first above written.

**SCHOOLS OF OHIO RISK
SHARING AUTHORITY, INC.**



Thomas D. Strup, Executive Director

**Buckeye Local School District
SCHOOL DISTRICT, OHIO**

Authorized School District Representative

Summary of Coverages

PROPERTY AND INLAND MARINE

GENERAL LIABILITY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

SCHOOL OFFICIALS ERRORS AND OMISSIONS LIABILITY

CRIME AND EMPLOYEE DISHONESTY

COMPREHENSIVE BOILER AND MACHINERY AND EQUIPMENT BREAKDOWN

SCHOOL SECURITY RISK INSURANCE

CYBER LIABILITY

Note: Please refer to policy on file for specific limits, terms, conditions, and exclusions.



Schedule A

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 07/01/2019
License End Date: 06/30/2020

Created Date: 06/01/2019
Quote Number: 00020116
Partner ID: 12944

Prepared By: Susie Spafford
Phone: (503) 548-5195
Email: susie.spafford@nwea.org

Contact Name: Rocco Adduci
Phone: (440) 990-3134
Email: r.adduci@buckeyeschools.info

Bill To Name: Buckeye Local School District
(Ashtabula)
Bill To Address: 3436 Edgewood Drive
Ashtabula, OH 44004

Ship To Name: Buckeye Local School District
(Ashtabula)
Ship To Address: 3436 Edgewood Drive
Ashtabula, OH 44004

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Math, Reading, & Language (incl. English & Spanish)	\$13.50	\$12.50	1,290	\$16,125.00	-\$1,290.00
MAP Growth K-2 (incl. English & Spanish)	\$13.50	\$12.50	296	\$3,700.00	-\$296.00

Quote Discount - \$1,586.00

Quote Subtotal \$19,825.00

Estimated Tax \$0.00

Grand Total \$19,825.00

Spanish language assessments for MAP Growth and MAP Reading Fluency are anticipated to be available no later than August 1, 2019.

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:
<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: _____

Date: _____

Title: _____

KINGSVILLE LIBRARY, ASHTABULA COUNTY

7/2/2019 2:23:41 PM

Financial Worksheet - Trend

UAN v2019.2

2019 master year worksheet

Year 2019

Fund Classification: 1000 General

Fund Name: General

Description	2017	2018	Current 2019	2020
Fund Balance 1/1	\$71,039.63	\$77,191.92	\$164,252.01	\$126,980.41
Fund Balance Adjustments	-\$238.25	\$249.77	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes	\$100,362.88	\$279,227.04	\$288,646.13	\$288,646.13
Intergovernmental	\$247,964.32	\$278,935.22	\$280,502.08	\$280,532.08
Patron Fines and Fees	\$6,534.45	\$5,709.74	\$3,500.00	\$3,500.00
Services Provided to Other Entities	\$0.00	\$0.00	\$0.00	\$0.00
Contributions, Gifts and Donations	\$40,428.59	\$14,357.03	\$11,600.00	\$11,600.00
Earnings on Investments	\$8.27	\$31.34	\$0.00	\$0.00
Miscellaneous	\$6,482.65	\$12,549.10	\$11,410.15	\$11,410.15
Total Revenue	\$401,781.16	\$590,809.47	\$595,658.36	\$595,688.36
Expenditures				
Library Service	\$389,000.02	\$411,476.60	\$629,929.96	\$631,929.96
Capital Outlay	\$2,465.25	\$0.00	\$3,000.00	\$0.00
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$391,465.27	\$411,476.60	\$632,929.96	\$631,929.96
Other Financing Sources & Uses				
Sources	\$1,178.65	\$0.00	\$0.00	\$0.00
Uses	-\$5,104.00	-\$92,522.55	\$0.00	\$0.00
Total Other Financing Sources & Uses	-\$3,925.35	-\$92,522.55	\$0.00	\$0.00
Fund Balance 12/31	\$77,191.92	\$164,252.01	\$126,980.41	\$90,738.81
Less: Encumbrances 12/31	\$0.00	\$4,090.64	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$77,191.92	\$160,161.37	\$126,980.41	\$90,738.81

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

Financial Worksheet - Trend

2019 master year worksheet

Year 2019

Fund Classification: 4001 Capital Projects

Fund Name: Building - Permanent Improvement Fund

Description	2017	2018	Current 2019	2020
Fund Balance 1/1	\$10,234.85	\$9,535.96	\$69,379.94	\$26,483.94
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Patron Fines and Fees	\$0.00	\$0.00	\$0.00	\$0.00
Services Provided to Other Entities	\$0.00	\$0.00	\$0.00	\$0.00
Contributions, Gifts and Donations	\$60.00	\$0.00	\$2,000.00	\$0.00
Earnings on Investments	\$0.98	\$19.43	\$5,104.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$60.98	\$19.43	\$7,104.00	\$0.00
Expenditures				
Capital Outlay	\$5,863.87	\$32,698.00	\$50,000.00	\$0.00
Total Expenditures	\$5,863.87	\$32,698.00	\$50,000.00	\$0.00
Other Financing Sources & Uses				
Sources	\$5,104.00	\$92,522.55	\$0.00	\$0.00
Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$5,104.00	\$92,522.55	\$0.00	\$0.00
Fund Balance 12/31	\$9,535.96	\$69,379.94	\$26,483.94	\$26,483.94
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$9,535.96	\$69,379.94	\$26,483.94	\$26,483.94

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

Financial Worksheet - Trend

2019 master year worksheet

Year 2019

Fund Classification: 4002 Capital Projects

Fund Name: Welcome Center Repair & Improvement Fund

Description	2017	2018	Current 2019	2020
Fund Balance 1/1	\$9,133.84	\$60,083.21	\$49,436.42	\$7,936.42
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Patron Fines and Fees	\$0.00	\$0.00	\$0.00	\$0.00
Services Provided to Other Entities	\$0.00	\$0.00	\$0.00	\$0.00
Contributions, Gifts and Donations	\$51,500.00	\$1,000.00	\$500.00	\$0.00
Earnings on Investments	\$2.73	\$11.55	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$51,502.73	\$1,011.55	\$500.00	\$0.00
Expenditures				
Capital Outlay	\$553.36	\$11,658.34	\$42,000.00	\$0.00
Total Expenditures	\$553.36	\$11,658.34	\$42,000.00	\$0.00
Other Financing Sources & Uses				
Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$60,083.21	\$49,436.42	\$7,936.42	\$7,936.42
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$60,083.21	\$49,436.42	\$7,936.42	\$7,936.42

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

Financial Worksheet - Trend

UAN v2019.2

2019 master year worksheet

Year 2019

Fund Classification: 4501 Permanent

Fund Name: Endowment Fund - Permanent

Description	2017	2018	Current 2019	2020
Fund Balance 1/1	\$915.60	\$925.69	\$933.42	\$933.42
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Patron Fines and Fees	\$0.00	\$0.00	\$0.00	\$0.00
Services Provided to Other Entities	\$0.00	\$0.00	\$0.00	\$0.00
Contributions, Gifts and Donations	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$10.09	\$7.73	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$10.09	\$7.73	\$0.00	\$0.00
Expenditures				
Library Service	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Other Financing Sources & Uses				
Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$925.69	\$933.42	\$933.42	\$933.42
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$925.69	\$933.42	\$933.42	\$933.42

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.



**Buckeye Local Schools & Tattletale Portable Alarm Systems, Inc.
Memorandum of Understanding**

Tattletale Portable Alarm Systems, Inc. agrees to provide Buckeye Local School District four (4) school package systems at a cost of \$1,499 per package. Each school package will include one (1) base unit, one (1) high power signal booster, and five (5) panic pendants. In addition Tattletale will provide an additional one hundred twenty (120) panic pendants at \$125 each. Tattletale Portable Alarm Systems, Inc. will provide monitoring of each system for \$540 per year per system. Tattletale Portable Alarm Systems agree to reduce the base price of equipment by \$4,600. The cost to Buckeye Local School District of \$16,396 for equipment and \$2,160 for the first year of monitoring, totaling \$18,556 is agreed to be paid in two payments.

Buckeye Local School District agrees to pay \$10,000 upon delivery of equipment with remaining balance being billed with a purchase order on July 1, 2019. Upon completion of payment Buckeye Local School District will own all equipment provided. This agreement is not a rental program. Tattletale Portable Alarm Systems, Inc. will provide a two (2) year warranty on all base units and a one (1) year warranty on all other equipment, from date of delivery.

Tattletale Portable Alarm Systems, Inc. will be providing Buckeye Local Schools this product at a savings of \$7,096.00. In return, Buckeye Local School District will agree to be a showcase school for Tattletale Portable Alarm Systems, Inc. During select times pre-arranged with Buckeye Local School District Tattletale employees will be able to bring potential customers to a selected district school to demonstrate the products use and speak with selected Buckeye Local School District staff.

Tattletale Portable Alarm Systems, Inc. agrees to never raise the rate for monitoring due to adding additional sensors. Additionally, Tattletale Portable Alarm Systems, Inc. agrees to lock the monitoring rate for three (3) years.

✓

Patrick Colucci
Superintendent
Buckeye Local School District



Brian Hess
CEO
Tattletale Portable Alarm Systems

Tattletale Portable Alarm Systems Inc.
6269 Frost Rd.
Westerville, OH 43082

Sales Order

Date	S.O. No.
2/28/2019	21919

Name / Address
Buckeye Local Schools 2428 Blake Rd Ashtabula, OH 44004 USA

Ship To
Buckeye Local Schools 2428 Blake Rd Ashtabula, OH 44004 USA

Due Date	Terms	Ship Date	Ship Via	Rep	P.O. No.	Project	
3/30/2019	Net 30	2/28/2019	UPS	JTB			
Item	Description	Customer ...	Quantity	Rate	Serial #	End Date	Amount
NGC Scho...	NGC School Pack - Tattletale Base Unit w/ 5 Panic Pendants & ES Signal Booster		4	1,499.00			5,996.00T
ES Panic P...	ES Panic Pendant - Water Resistant		120	125.00			15,000.00T
Discount	Edgewood Promotion			-4,600.00			-4,600.00
	Out-of-state sale, exempt from sales tax			0.00%			0.00