

BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting
Tuesday, August 18, 2020
6:30 p.m.
ZOOM Meeting

"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

Shannon Pike – President

Tina Stasiewski – Vice President

Gregory Kocjancic

David Tredente

Mary Wisnyai

Mr. Patrick Colucci
Superintendent

Mrs. Jamie Davis
Treasurer

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, August 18, 2020

1. Opening Items

A. Call to Order

B. Roll Call of Members

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

C. Meditation

D. Pledge of Allegiance

E. Communications/Special Reports

F. Public Participation Relative to Agenda Items (Bylaw 0169.1) & the Following:

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.

The Board hereby suspends it policy 0169.1, Public Participation at Board Meetings, for any and all provisions regarding in-person public comment. This action does not prohibit public comment during Board meetings. Rather, public comment may be heard at the Board's discretion in accordance with the meeting notices provided by the Treasurer regarding public comment, and in accordance with the remaining portion of policy 0169.1 that is not in conflict with this resolution and/or such meeting notices.

G. Correspondence

2. Board Action

Recommendations

A. Administrative Contracts

A resolution for the Board of Education to approve the following administrative contracts:

- 1) Patrick Colucci, Superintendent, salary \$117,031.59, effective August 1, 2020 through July 31, 2024 as approved at the July 22, 2020 board meeting.
- 2) Jamie Davis, Treasurer, salary \$75,969, effective August 1, 2020 through July 31, 2024 as approved at the July 22, 2020 board meeting.
- 3) Lisa Loomis, Food Service Supervisor, salary \$45,382.25, effect August 1, 2020 through July 31, 2023.
- 4) Rocco Adduci, Curriculum Director, salary \$89,200.55, effective August 1, 2020 through July 31, 2023.
- 5) John Radwancky, Technology Coordinator, salary \$75,642.82, effective August 1, 2020 through July 31, 2023.
- 6) Jenny Riedel, Director of Special Educaiton, salary \$80,637.45, for 215 days, effective August 18, 2020.

3. Treasurer's Report

Reports & Recommendations:

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

- A. Approve the July BOE meeting minutes as presented to the board on August 11, 2020.
- B. Approve bills paid in July and the financial reports as presented to the board on August 11, 2020.
- C. Fund 507- Elementary and Secondary School Emergency Relief (ESSER) Fund
Authorize the Treasurer to create fund 507 Elementary and Secondary School Emergency Relief Fund for Coronavirus Relief Funds to cover costs that are necessary expenditures providing for coordination of preparedness and response efforts, training and professional development of staff, planning and coordination during long-term closure, and purchasing technology for students.
- D. Fund 510 - Coronavirus Relief Fund (CRF)
Authorize the Treasurer to create fund 510 for Coronavirus Relief Fund to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019.

E. Public School Works

Approve the service agreement with Public School Works to provide a web based safety, regulatory compliance and risk management programs for an annual fee of \$5,258 for 3 years and a onetime implementation fee of \$4,200 as outlined in **Exhibit A**.

F. Approve the service agreement with Ashtabula County Educational Service Center (ACESC) for Physical Therapy services for the 2020-21 school year as presented in **Exhibit B**.

G. Approve the service agreement with ACESSC for Occupational Therapy services for the 2020-21 school year as presented in **Exhibit C**.

H. Approve the service agreement between ACESSC and Buckeye Local School District (BLSD) for Building Bridges services for the 2020-21 school year as presented in **Exhibit D**.

I. Approve the service agreement between ACESSC and BLSD for PHP services for the 2020-21 school year as presented in **Exhibit E**.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

4. Superintendent's Report

Information

A. Board Policies - First Reading

Review the following board policies:

1) Volume 39, Number 1 – August 2020

Po1520

Po1530

Po2270

Po2431

Po3124

Po5200

Po5517.02

Po5610

Po5611

Po6144

Po6152

6152.01

8450.01

Po8800

Superintendent's Reports & Recommendations

It is the recommendation of the Superintendent that the BOE approve the following items as presented in 4B – 4E:

B. (Policy) Special Update - OTES 2.0

Emergency recommendation to waive the first reading and approve OTES 2.0, Standards-Based Teacher Evaluation, po3220, in order to meet the appropriate deadline.

C. (Policy) Special Update – Title IX Regulations

Emergency recommendation to waive the first reading and approve TitleIX Regulations, Nondiscrimination on the Basis of Sex in District Programs or Activities, po2266, in order to meet the appropriate deadline.

D. Buckeye Local Schools 2020-21 Remote/In Person Learning Plan

Approve the reopening plan for the 2020-21 school year as presented in **Exhibit F**.

E. 2020-2021 Calendar Date Change

Due to the COVID-19 pandemic, approve a resolution to change the Buckeye Local School District Calendar to a start date of September 10, 2020 for the upcoming school year.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

5. Personnel

It is the recommendation of the Superintendent that the Board approve the following Personnel items as presented in 5A-5F:

Certified Staff:

A. Certified – Retirement

Jacqueline Jenks, first grade teacher at Kingsville Elementary, effective August 20, 2020. Mrs. Jenks has served in the Buckeye Local School District for 24 years.

B. Certified – Technology Substitute

Approve the contract to hire Timothy Pike as technology substitute from July 1, 2020 until June 30, 2021, at a rate of \$20.00/hour for an additional 300 hours not to exceed \$6,000, as presented in **Exhibit G**.

C. Certified – Assistant to the Band Director

Angela Ponteri, Edgewood High School, to assist with band responsibilities, .25/day, Step 0, salary \$8,584, effective for the 2020-21 school year.

D. Certified - Current Certified Staff for 2020-21

- 1) Re-employ certified employees listed in **Exhibit H** under a one-year limited contract for the 2020-21 school year.
- 2) Re-employ certified employees listed in **Exhibit I** under a two-year limited contract for the 2020-21 school year.
- 3) Re-employ certified employees listed in **Exhibit J** under a three-year limited contract for the 2020-21 school year.
- 4) Re-employ certified employees listed in **Exhibit K** under a continuing contract for the 2020-21 school year.

E. Certified – Tutors / \$24.04 per hour / effective for 2020-21 School Year

<u>Intervention Specialist Tutors (Special Education):</u>		
Barbara Tack	7.50 hours	Kingsville Elementary
<u>Title I Reading Tutor: 3.5 additional hours per day (as needed):</u>		
Tina Fumage	4.00 hours	Ridgeview Elementary
Alleen Santee	4.00 hours	Kingsville Elementary
<u>Title I Reading Tutor: 1 additional hour per week (as needed):</u>		
Angela Yelverton	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>		
Carly Lane	4.00 hours	Ridgeview Elementary
Amanda Payne	4.00 hours	Kingsville Elementary
Angela Ponteri	4.00 hours	Kingsville Elementary

Classified Staff:

F. Classified – Supplemental Limited Contract

Janet Falke, to assist the Superintendent with the duties of Director of Operations, compensation at a daily rate of \$38.46 per day for 260 days for the 2020-21 school year.

Supplemental

G. Non Certified – Non Employee Supplemental

Eve Brunell, Assistant Cross Country Coach, 2020-21 school year, 0 years experience, effective August 17, \$1,234.71.

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 5B – *Substitute Technology Worker:*

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

Recommendation of the Superintendent that the Board approve the following Personnel item as presented in 5B – *Substitute Technology Worker*.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

Recommendation of the Superintendent that the Board approve items 5A – 5F (without item 5B)

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

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 ____ Stasiewski ____Tredente ____Wisnyai ____Pike

SERVICES AGREEMENT

1. Introduction

- 1.1 *Parties.* This Services Agreement (“Agreement”) is made as of August 12, 2020 (“Effective Date”) between WORKS International, Inc. (“WORKS”), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Buckeye Local School District (“Customer”), having its principal place of business at 3436 Edgewood Dr., Ashtabula, OH. 44004.
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS’ safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C (“Services”) to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer’s compliance with the terms of this Agreement, and in consideration of Customer’s payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer’s equipment, or Customer’s failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer’s data stored on or through the Services’ website in the event of the failure of any of WORKS’ equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer’s daytime business activities. For unscheduled Services interruptions that adversely impact Customer’s utilization of the Services attributable to causes within WORKS’ reasonable control, as WORKS’ sole obligation and Customer’s exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer’s request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit

Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

- 4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.
- 4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.
- 4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

5. Proprietary Rights and Confidentiality

- 5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.
- 5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.
- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made

or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, “Records”). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party’s obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS’ sole obligation and Customer’s exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer’s particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. Indemnities and Liabilities

- 7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a)

Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

- 7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.
- 8. Term and Termination**
- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement at any time upon 30 days prior written notice to the other.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry

out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

- 8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

9. Miscellaneous

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.
- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.
- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Buckeye Local School DistrictBy: _____
(Signature)_____
Patrick Colucci
(Name)_____
Superintendent
(Title)_____
(Date)**WORKS International, Inc.**By: _____
(Signature)_____
Steve Temming
(Name)_____
President
(Title)_____
8/12/20
(Date)

ATTACHMENT A ADDITIONAL INFORMATION

1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player ⁽¹⁾
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

(1) Due to the limitations of Adobe Flash Player and mobile devices, PublicSchoolWORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices.

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

ATTACHMENT B

TERM OF SERVICES AND FEES

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to number of staff/users served.

Agreement for the EmployeeSafe program suite

Term:	3 years		
No. of users:	220		
Implementation:	\$ 4,200 PublicSchoolWORKS' school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.		
Annual Fees:	\$ 5,258 Ongoing services defined by the PublicSchoolWORKS' 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery and improvements/upgrades, etc. – as appropriate		
Schedule:	Year 1	August 2020 thru July 2021	Annual fees \$ 9,458
	Year 2	August 2021 thru July 2022	Annual fees \$ 5,258
	Year 3	August 2022 thru July 2023	Annual fees \$ 5,258

ATTACHMENT C SERVICES

A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

Systems Setup and Integration

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

Program Development and Setup

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

Course Customization (if applicable)

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course

Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

Safety/Compliance Documents and Program Plans

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

D. PublicSchoolWORKS' 6-PILLAR SERVICE MODEL

The PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS' 6-pillar service model includes:

1. Program Management Coordinator (PMC)

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

2. 24/7 Staff Hotline

Providing technical support for accessing and using the PublicSchoolWORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

3. Research Experts

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

4. Program Development Specialists

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

5. Content

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 600+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
 - Children's Internet Protection Act (CIPA)
 - Emergency Management
 - First Aid Equipment & Supplies
 - Food Safety
 - Hazard Assessments
 - Human Resources & Employment Law
 - Information & Communications Technology
 - Operations Safety
 - Personal Productivity
 - Safe Work Practices & Job Procedures
 - School Nurse Safety
 - State-Specific Safety & Regulatory Compliance
 - Student Behavior, Intervention & Support
 - Student Safety, Wellness & Social Responsibility
 - The WORKS How-To Courses
 - Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
 - Courses delivering board policies, staff handbooks, etc.

- District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
- Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
- District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
- District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
 - Bloodborne Pathogen (Exposure Control Plan)
 - Hazard Communication
 - Lockout/Tagout
 - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels

6. Award-Winning Software



Staff Training Management System

Web-based staff training delivery and management system, purpose built to fully automate every school staff training situation, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-incident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.



Accident Management System (for staff)

System automates and manages all aspects of staff accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; auto-notification, tracking and documentation of incident investigation and witness statements; auto-completion of Worker's Comp claim form and delivery to external contacts (if appropriate); post-incident retraining of affected employee (integrated with Staff Training Management System); auto-completion of the OSHA 300 reports (if applicable); reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident report information; and both district-wide and school incident trend reports.



Compliance Task Management System (manages non-training requirements)

System automates and manages all safety, compliance and other non-training related tasks, such as drills, inspections, assessments, maintaining medical supplies, and much much more. System auto-generates task orders per schedule and then notifies, tracks and documents completion of each task. District leaders are notified if key tasks are not completed. Tasks are predefined for each state as needed to implement best practices in school safety and regulatory compliance, or can be custom developed to address a district's specific needs. Can even be used to manage tasks assigned to contracted services.



SDS Now!

System provides school staff with 24/7 access, via online or telephone with a chemical safety specialist (assists in 158 languages), to chemical Safety Data Sheets (SDS), chemical safety information, chemical spill cleanup steps, and chemical exposure response procedures. System provides access to a master SDS database containing millions of current and archived SDSs in multiple languages. In states adhering to Federal OSHA or similar requirements, SDS Now! eliminates the need for paper SDS binders. An enhanced service is available for those wanting to expand into district-specific SDSs online binders.



Safety Document Library

System provides a secure, readily accessible, organized online repository for all district safety documents and files, accessible from one central location. Folder configuration provides an intuitive system for storage and access. Library is integrated with other PublicSchoolWORKS' systems so that library files can be accessed and delivered by other systems. For example, forms can be delivered in staff training courses, or automatically provided to an injured employee, or included in a compliance task. Districts using this system have access to FileShare, a special library of school-focused, well-developed forms, documents, posters and much more, that have been submitted by customer districts or created by PublicSchoolWORKS.



Staff Misconduct Reporting System

System provides a secure and confidential way for staff to report issues related to harassment, violence, discrimination, fraud, embezzlement and other issues that may lead to an unsafe or hostile work environment. Select district personnel are auto notified when a report is submitted, enabling quick and appropriate action when needed. The system documents the investigation and resolution, and provides both district and school trend reports.



Safety Hazard Reporting System

System provides an easy way for staff to report workplace safety hazards – with attachments if necessary (such as photos). School and central office staff are notified when a hazard report is submitted. An online assessment is provided for each reported hazard. Each hazard report can be converted into one or more follow-up action items – e.g., to remediate the hazard; establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of a hazard report can opt to be notified whenever the report status changes.



Near-Miss Incident Reporting System

System provides a mechanism for staff to report near-miss incidents. School and central office staff are notified when a near-miss incident is reported. An online investigation is provided for each reported incident. Each near-miss incident report can be converted into one or more follow-up action items – e.g., establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented.



Safety Suggestion System

System for staff to submit safety suggestions. District leaders are notified when a suggestion is submitted and can respond or update the submitter regarding actions taken as a result of each safety suggestion. A suggestion can initiate follow-up actions that remain associated to the suggestion and are tracked and completion documented. The submitter of the suggestion can opt to be notified whenever an action related to their suggestion is acted on.



Security Concern Reporting System (in development)

System provides a quick and easy way for staff to report anything that may affect the safety of staff and students or the integrity and security of the school. Reports could include physical issues such as a malfunctioning door or overgrown bush resulting in a hiding spot, or missing crisis response equipment or supplies. Both district and school leaders are immediately notified when a security concern is reported. The reporting system is integrated with the Assessment System which guides the evaluation and

remediation of the security concern. Each report can then be converted into one or more follow-up action items – e.g., to remediate the security issue. The submitter of the security concern can opt to be notified whenever an action related to their report is acted on.



Indoor Environmental Quality (IEQ) Concern Reporting System

System for staff to report concerns regarding perceived hazardous environmental conditions potentially impacting staff/student health and safety. Pictures or other files can be attached to a report to show evidence of the IEQ issue. School and central office staff are notified when an IEQ report is submitted. An online assessment is provided for each reported concern. Each report can be converted into one or more follow-up action items to investigate and address the concern. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of an IEQ concern can opt to be notified whenever the report status changes or the district communicates a response to the concern.



Pests or Signs of Pests Reporting System

System for staff to report seeing pests or signs of pests, often as a part of an integrated pest management program. Pictures can be attached to a report to show evidence of pests. Central maintenance/grounds personnel are notified when a pest report is submitted. Each pest report can be converted into one or more follow-up action items, such as apply pest-control treatment. Action items are tracked and completion documented. The submitter of a pest report can opt to be notified whenever the report status changes.



Refusal to Work (Due to Dangerous Conditions) Reporting System

System for a worker to report hazardous working conditions that may result in the injury or illness of the worker or others if the planned work is performed. District staff are notified when a report is submitted. An online assessment of the hazardous working conditions is provided for each report. Each report can be converted into an action item to remediate the hazardous conditions and re-establish safe working conditions. An action items is tracked and its completion documented. The submitter of a report can opt to be notified whenever the report status changes.



Student Accident Management System

System automates and manages all aspects of student accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that accidents resulting from inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.



Stay Safe, Speak Up! Student Safety Reporting System

System provides students and parents multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7. Methods include: 1) mobile app, 2) online, 3) hotline to live attendant, and 4) hotline to answering machine. A PublicSchoolWORKS' person is immediately involved in ALL reports from ALL methods. Designated central office and school staff are notified via email the instant a report is submitted and can automatically initiate appropriate follow-up. Reports involving an immediate threat to safety activate the PublicSchoolWORKS' "urgent call tree" and a PublicSchoolWORKS' person will contact school officials until someone is reached. Administrative reports let you monitor safety trends by building and incident type and use it to guide student safety program improvements. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that reports regarding inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.

**Student Behavior Management System**

System for teachers to document, track and effectively manage classroom discipline, and for principals to document and manage front-office discipline. Includes all needed reporting methods, including in-classroom documentation reports, bus referrals, office referrals, and positive reports – the latter can include school specific positive certificates and awards. A feature-rich system that documents all aspects of student behavior including offenses, interventions, code of conduct violations, consequences, and much more. Provides for custom school-specific setup and multiple options for defining, applying, tracking, and documenting consequences. Can be uniquely configured to automate any behavior management strategy (e.g., PBIS, progressive discipline policies, etc.), for any age level (e.g., color wheel).

**Volunteer, Visitor, Contractor, Parent Accident Management System**

System automates and manages all aspects of accidents involving volunteers, visitors, contractors and parents. Includes the PublicSchoolWORKS' SmartForm reporting feature where information is verified for accuracy and completeness, and questions change based on responses; auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports.

**Parent Info Center**

System provides the district with an online mechanism that gives parents direct access to: a) key district staff and student training courses, as often required by law, b) the Stay Safe, Speak Up! Student Safety Reporting System, providing parents with multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7, and c) the same national crisis hotlines used by the Stay Safe, Speak Up! Student Safety Reporting System.

**EZmaint (free to districts implementing the EmployeeSafeSM Programs Suite)**

System provides the district with a purpose-built physical plant maintenance system built to satisfy the special needs of a public school system, yet is customizable to accommodate virtually any school maintenance operations strategy. Each school can be configured with a dedicated Work Request Management Module, allowing for the internal management of teacher work requests, or the forwarding of requests to the central services Work Order Management Module – the latter a robust, full-featured, central maintenance work management system uniquely and practically designed specifically for a public school system. EZmaint is integrated with the PublicSchoolWORKS Safety Reporting Systems, thus, a reported hazard, an IEQ concern, etc. can be easily routed into EZmaint for remediation.

EZmaint also includes a Preventive Maintenance Module that makes it easy to set up an effective preventive maintenance program for any school. To make it even easier, the module contains PMIs (Preventive Maintenance Instructions) for most all the equipment found in schools.

**ITassist (free to districts implementing the EmployeeSafeSM Programs Suite)**

System provides the district with a purpose-built IT trouble ticket system that can be configured to accommodate virtually any school IT systems management and repair/maintenance approach. Each school can be configured with a dedicated Service Request / Trouble Ticket Management Module, allowing for the internal management of teacher service requests, or the forwarding of requests to central IT Services – the latter a robust, full-featured, central IT Services system uniquely and practically designed specifically for a public school system. ITassist is integrated with EZmaint, thus, an IT Service Request requiring the support of central maintenance (e.g., faulty building wiring) can be routed into EZmaint for repair.

ITassist also includes a Recurring Maintenance Module that makes it easy to set up a recurring maintenance program for a district's IT equipment and systems.



Ashtabula County

Educational Service Center

2630 West 13th Street, Suite A, Ashtabula, OH 44004

Phone: (440) 576-9023 Fax: (440) 576-3065

www.ashtabulaesc.org

Michael Candela, Superintendent

Mary F. Gillespie, Treasurer

PHYSICAL THERAPY SERVICES AGREEMENT

This AGREEMENT made and entered into this July 1, 2020 through June 30, 2021 by and between **Buckeye Local School District (BLSD)** 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 **BLSD**. 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 **BLSD** agrees to pay Ashtabula County Educational Service Center:

\$444.50 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.

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.

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

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Governing Board

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Joseph F. Donatone, Member
Gus S. Saikaly, Member
George Smith, II., Member



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www.ashtabulaesc.org

Michael Candela, Superintendent

Mary F. Gillespie, Treasurer

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: _____

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Exhibit C

OCCUPATIONAL THERAPY SERVICES AGREEMENT

This AGREEMENT made and entered into this July 1, 2020 through June 30, 2021 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

\$342.00 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.

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.

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www.ashtabulaesc.org

Michael Candela, Superintendent

Mary F. Gillespie, Treasurer

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: _____

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Joseph F. Donatone, Member
Gus S. Saikaly, Member
George Smith, II., Member

2020-2021 Building Bridges Service Contract

THIS AGREEMENT is made this _____ day of _____, 2020 between the Ashtabula County Educational Service Center (ACESC), 2630 W 13th St, Suite A, 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 "BLSD"

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

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

The BLSD 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 calendar established by the Ashtabula County Educational Service Center.

This Agreement shall commence on the above stated date and shall terminate on June 30, 2021.

The BLSD agrees to the following costs for the program.

Educational Services	\$21,233.00 / yr*
Occupational Therapy Services:	\$48.90 hr-OTA; \$63.14/hr- OT
Physical Therapy Services:	\$51.42/hr- PTA; \$63.50/hr-PT
Speech	\$62.00/hr
Counseling	\$55.00/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.*

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www.ashtabulaesc.org
 Michael Candela, Superintendent
 Mary F. Gillespie, Treasurer

2020-2021 PHP Service Contract

THIS AGREEMENT is made this _____ day of _____, 2020 between the Ashtabula County Educational Service Center (ACESC), 2630 W 13th St, Suite A, 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 "BLSD"

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

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

BLSD will provide transportation for students residing in the Buckeye Local School District.

Both parties agree, the teacher, paraprofessional and students placed in the PHP program will follow the calendar established by the Ashtabula County Educational Service Center.

This Agreement shall commence on the above stated date and shall terminate on June 30, 2021.

The BLSD agrees to the following costs for the program.

Educational Services	\$13,500 / 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
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**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 • Happy Hearts •
 Jefferson Area Local • Pymatuning Valley Local

Governing Board

Barbara Klingensmith, President
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 Gus S. Saikaly, Member
 George Smith, II., Member

Buckeye Local Schools

2020-2021

Remote/In Person Learning Plan



**3436 Edgewood Drive
Ashtabula, OH 44004
Central Office Number (440) 998-4411
Fax (440) 992-8369**

Patrick Colucci: Superintendent of Schools

Contents	
Plan Overview	3
Learning Options	4
Returning to School Schedule	5
General Requirements and Procedures (Remote Learning)	6
General Requirements and Procedures (In person Learning)	7
Facial coverings	8
Hand washing	9
Transportation	10
Arrival/Dismissal	10
Visitors, Meetings & Conferences	11
Breakfast, Lunch & Recess	12
Restrooms	13
Classrooms/Instructional Materials	14
Alternative Online Learning	15

Plan Overview

Dear Buckeye Families,

We would first like to thank everyone for their patience and understanding during this time. We look forward to welcoming our students back for the 2020-21 school year.

First and foremost, our plan is grounded in the public health science and data provided by the state Department of Health, the Governor and Ohio Department of Education. The Ashtabula County Health Department, CDC, and collaboration with other Ashtabula County School Districts through the Ashtabula County ESC provides us with expertise and the opportunity to vet our plans with others.

Our district is unique compared to other districts in our county as we are operating in old buildings that do not have air. The BLSD has taken this into consideration when planning the restart of the school year. Our first priority is for the safety of the students and staff. With this in mind, along with guidance from some of the agencies listed above we have decided to start the 2020-2021 school year remote until the buildings cool down. Starting in late September we hope to bring students back for in person instruction using a staggered start.

BLSD is committed to supporting learning environments that protect student and staff health and safety. To do this, we will follow updated guidance from the Department of Health, the Office of the Governor, and the Department of Education as it develops throughout the school year and will communicate any changing requirements for operating our schools with our constituents.

We realize that some parents may not want to have their child return to school in the fall because of the risks posed by the Covid 19 virus. Our opening plan includes a full-time online learning program to meet their needs.

Our district may be required to close based on decisions by a health authority or in response to a student or staff member being diagnosed with a case of COVID 19.

We have in our plan processes to meet the needs of our students with disabilities. Implementing student IEP plans, maintaining special services, holding IEP meetings and supporting the needs of students is integral to implementing temporary remote learning.

The coronavirus remains with us, and our schools will likely not return to normalcy until there is a vaccine or a cure. Parents, teachers, staff, and students will need to be flexible and open to the need to change plans and further adapt operations quickly and with little advance notice. This plan recognizes that we may be required to deliver education in a variety of ways and settings at different times throughout the school year. Everyone has a role to play in education. Now more than ever, we will have to work together to meet the needs and interests of a diverse constituency.

We have two learning options for students this year.

1. **A remote start beginning on September 10th. In late September we hope to bring students back for in person instruction using a staggered start.** Kindergarten-second grade will start in person on September 28th, Third-fifth grade students will start in person on October 5th, and secondary (6th-12th) will start in person learning at the start of the second grading period (November 3rd). (See page 5 for specific in person daily start dates for each grade band).

We realize that the end of last school year was very difficult for parents, students, and teachers. With the quick transition to online schooling at the beginning of the pandemic parents had to support their children with instruction. Administration realizes this and has been working together all summer on a plan that will alleviate this frustration for students and parents. We have researched the latest technology strategies to implement and have developed a framework that will make online instruction run more smoothly for all.

We have planned out numerous days of professional development for the teaching staff so they will be fully prepared before the online start date of September 10th. We will also be setting up individual appointment times for each student to meet their teacher, pick up chromebooks, and get necessary information needed to start online instruction. These individual appointments will take place on September 8th, & 9th with online instruction starting for all students on September 10th. There will be more information about individual appointments sent out at a later date.

2. **BLSD online program** will allow students to continue their education at home using a curriculum that can be accessed online. THIS IS A SELF-GUIDED PLATFORM. Students using this option remain a Buckeye student. In addition to the curriculum, which can be accessed anytime, students and parents will receive support from Buckeye teachers. Enrollment in this option is required. Parents need to visit the BUCKEYE LOCAL SCHOOLS WEBSITE to sign up. Parents and students can return to in person schooling at the semester break if circumstances change and they want to return. Students will be provided a district-issued Chromebook to access classes. Internet access at home is required for this remote learning option.
 - ***K-2 students who opt-out*** of any in-person learning for the 2020-21 SY will be placed on ***Edgenuity***, which is a digital learning academy. The teachers of these students will serve as the teachers of record.
 - ***Students in grades 3-12 who opt-out*** of any in-person learning for the 2020-21 SY will be placed on ***Ace Digital***, which is a digital learning academy. The teachers of these students will serve as the teachers of record.

Opening of School Schedule

August 27th, 28th, 31st & September 1st, 2nd, 3rd, & 4th

Teachers report for professional development and planning

September 8th & 9th (plus evening appointments)

1st-12th grade individual meet the teacher appointments

September 8th, 9th, & 10th

Individual Kindergarten Screening Appointments

September 10th

1st-12th Start Online Instruction

September 11th

Kindergarten Start Online Instruction

September 28th

K-2 Start in Person Instruction

October 5th

Grades 3rd-5th Start in Person Instruction

November 3rd

Grades 6th-12th Start in Person Instruction

General Requirements and Procedures for Remote Learning

Remote Framework

- All BLSD students will be assigned a chromebook for use.
- GoogleClassroom will be used as the students' learning management system (LMS), to communicate with students/parents:All BLSD teachers will use the following within the remote learning.
- Google Calendar will be used to communicate dates/deadlines for meetings, lessons and activities.(Calendar syncs with Classroom).
- Zoom will be used for class discussion with the whole class and small groups.
- Instructions for Assignments/Projects will be posted in google classroom.
- Videos for student absorption of content using Screencastify and/or Flipgrid.
- Posting of teachers recorded Zoom meetings for students who were not present, and to provide families with additional support.
- Space for virtual discussion between teachers, students, and their parents (Asking/answering questions and sharing resources).
- There will be Friday office hours.
- Participation and completion of assignments will be tracked and monitored. Attendance will be taken daily. Students will be held to the Ohio Department of Education attendance expectations.
- Students will be graded on a traditional grading scale (A-F).

Student Expectations

- Attend and participate in live sessions.
- Complete work independently as assigned.
- Communicate with teacher(s) regularly.

Parents/Caregivers Expectations

- Monitor your child's progress and attendance.
- Ensure your child follows the schedule assigned by his/her teacher.
- If your child for some reason cannot complete the activities/ lessons for the day, email your child's teacher stating the reason why.

Teacher Expectations

- Support students with the remote platform and completion of assignments.
- Provide timely feedback on assignments and assessments.
- Create lessons that are live and/or recorded.
- Align lessons with standards.
- Post all assignments and communication in the Google Classroom.
- Utilize the following communication tool at each level to communicate to parents: K-5 Class Dojo, 6-8 Classtag, 9-12 Edgewood App.
- Conduct Zoom meetings on a regular basis with students and/or parents to check in.

General Requirements and Procedures for In Person Learning

Parents/Caregivers

- Conduct a student wellness check including temperature prior to sending a student to school. Students with temperatures over 100°F must be kept home.
- If you have multiple students in school and anyone in your household has COVID-19 Symptoms you must keep all your children at home.
- Provide a mask for your student to wear on the bus and while at school in required settings.
- There will be no parent / grandparent lunch visits this year.
- Parents whose children purchase lunch or breakfast must set up their payment account online. There will be no cash payments this year.
- Parents will only be permitted in the building for an emergency situation.
- Parents must conduct a personal health screening prior to coming to a school building. Do not come to the school if you are running a fever higher than 100°F or showing other symptoms. Required in-person school office visits will follow appropriate physical distancing protocols. and require a mask for the entire visit.
- Ensure your contact information is up to date in the event the nurse / administrator needs to contact parent / caregiver during the school day.
- Ensure there are multiple, pre-arranged methods of getting a student home from school should they become ill or exhibit symptoms.
- Parents dropping off or picking up students must remain in or at their car. There will be no congregating at or around the school doors or in the parking lot.

Students

- Maintain appropriate physical distances as posted or instructed while in school.
- Wear a mask while riding a school bus. (required)
- Wear a mask when entering, exiting, or moving around the building. (required)
- Wear masks in all mandated areas.
- Follow directional signs and social distancing prompts when in the halls of the school
- Report immediately to your classroom, upon arrival to school.

Employees

- Must conduct a personal health screening prior to coming to a school building. Do not come to the school if you are running a fever higher than 100°F or showing other symptoms
- Must wear a mask except when alone in a room or office.

Facial Coverings

THE CDC, Ohio Department of Health, Governor's Office, Federal Coronavirus Task Force and Medical Groups all have endorsed the use of masks as integral to minimizing the spread of COVID-19

We have adopted the following use of mask protocols.

Teachers, Administrators, and Support Staff **are required** to wear masks except when they are in an office or room alone.

Students are encouraged to wear masks anytime it makes them feel safe, including in areas where they are not required.

- Students **are required** to wear a mask on the school bus.
- Students **are required** to wear masks when walking in the halls or in line with their classmates
- Students **are required** to wear masks when working one on one with teachers or aides.
- Students **are required** to wear masks in the main office, nurse's office, or clinic.
- Parents, guardians, and visitors are required to wear a mask before entering a school building.
- All guests must wear a mask in the school office and at any scheduled meetings.
- The only time that students **are not** required to wear masks is during lunch and when outside if they are social distanced.



Hand Washing

Hand Washing / Sanitizing: Frequent hand washing is a key strategy to the prevention of the spread and becoming infected with Covid 19. There will be hand sanitizing stations throughout each building. Frequent hand sanitizing will be a part of every staff member and student's day. Students are permitted to carry their own hand sanitizer if they wish for use before, during or after school.

How to wash your hands properly



Transportation

Parents are encouraged when possible to transport their own children.

If parents choose to self transport their child once we start in person learning, it will need to be for the entire year.

We will not be offering bus passes to different locations (friend's house, grandparents, babysitter, every other week, etc...) This is due to the pre arranged number of students and assigned seating that we will need to put in place due to COVID regulations.

Students must have a face mask to be permitted on the bus.

Seating will be assigned.

Riders from the same family will be seated together.

Upon arrival at school students will be immediately dismissed to their classroom. If upon arrival another bus is unloading the bus driver will wait to dismiss students until the first bus is empty and students have entered the building.

Students will be picked up and dropped off at their house.

Buses will be disinfected and cleaned between rides and after the last ride of the day.

Once grade bands start returning to school for in person learning, bus routes will be staggered to accommodate social distancing on the bus.

Failure to adhere to protocols above will result in loss of ridership privileges.

Arrival/Dismissal

When dropping off students in the morning, parents will pull up to the designated door or drop off area, allow their student(s) out of their vehicle and instruct them to enter the building and report to their room / first period. If a student is tardy, parents are to call the office and the secretary will meet the student at the door. After a temperature/health assessment screening, the student will be allowed to enter. Secretaries will log the child as signed in without having the parents physically sign the form. No notes will be accepted at this time. Please scan or photograph all notes and email them to the building secretary.

If a student must be picked up during the school day. Parents will call to notify the office and students will be called down to the office and then escorted to the door for parents to pick up. Secretaries will log the child as signed out without having the parents physically sign the form. Other than students that are sick and waiting to go home in the nurse's clinic or isolation room, there will be no students waiting in the office to be picked up.

Students who leave for an appointment during the school day will not return to school until the next school day.

Students who are picked up at the end of school will be called to the parking lot to meet their parents / caregivers to allow for proper distancing in the halls and at the exits.

Car riders will be dismissed from their classrooms.

Visitors, Meetings and Conferences

There will be no lunch visits this year.

All required meetings will take place via teleconference / phone when possible.

When in person meetings are necessary, participants will follow appropriate physical distancing protocols and face masks must be worn when entering and exiting the building, in the halls around the building and in the meeting itself.

When possible schedule meetings in larger spaces i.e. the library, cafeteria, large classroom, music room, etc.

The maintenance staff must be given notice when a meeting has taken place so the area can be properly disinfected.

All visitors and meeting participants must be wearing a mask to be admitted into the office.



Breakfast, Lunch, & Recess

During the Remote Instruction Time Frame

Bagged lunches will be provided to students in a similar fashion as last spring. Only students enrolled in Buckeye Local Schools will receive lunches. More details on dates, times and location for pick up are TBD. More information about the lunch pick up will be communicated within the next couple weeks.

During in Person Instruction

Breakfast will be served in bags. Students report to their classroom upon arrival at school and breakfast will be brought to the rooms.

Lunch will be served in bags. Paid lunches will be from a student account only. No cash or check transactions will take place in the cafeteria. Parents whose children purchase lunch or breakfast must set up their payment account online. Lunch will also be served in the classrooms.

There is absolutely no sharing of food items between students.

Recess will be permitted. Kingsville and Ridgeview Elementary school will develop a schedule that has no more than two classes on the playground at any one time.

Playground equipment may not be accessible.

The focus of recess will be relaxation and physical activity. Walking, exercise, talking with friends and non-contact games should be deployed.

Students who are engaged in activities that allow for social distancing are not required to wear a mask outdoors.

When engaged in small group discussions or games where students are near each other will require wearing a mask.



Restrooms

Drinking Fountains will not be available for use.

There will be multiple bottle fillers in each building.

Parents may provide a bottle of water for their child in the book bag or lunch container.

Limit of two students in the restroom at a time.

Frequent disinfecting of restrooms will be scheduled.



Classroom/ Instructional Areas

Students will have a chromebook assigned to them. There will be no sharing of chromebooks.

Chromebooks need to be charged nightly.

Student seating 6ft apart in classrooms

A cleaning schedule based on room use i.e. scheduled lunch, recess (elementary) prep period, etc., will be created for the custodian to wipe desktops, door hardware, and countertops daily.

Minimize materials / equipment not being used in the open. Placing them in cupboards or on top of shelves reduces the number of surfaces that are subject to being touched or getting in the way because of distancing seating.

Minimize items posted in classrooms. Except for emergency information and current instructional materials or guidelines do not post anything on walls or cork boards.

Do not post student work in hallways.

To the extent possible minimize materials and supplies stored on the teacher desk.

Only the classroom teacher uses the phone in the classroom.

Students in grades 3 and up will wear masks when moving around the room.

Masks are not required while working independently.

Masks are required when working with a partner or small group instruction.

Eliminate shared materials.

Keep classroom doors open to maintain airflow and reduce the number of touches to door handles.

The use of fans of any type are prohibited during the school day.

Full Time Online Learning at Home Option

Edgenuity K-2nd & Ace Digital 3rd-12th

Realizing that some parents may not want to have their child return to school in the fall because of the risks posed by the Covid 19 virus, our reopening plan includes a full-time remote learning program to meet their needs.

Our Remote Program will allow students to continue their education at home using a curriculum that can be accessed online. THIS IS A SELF-GUIDED PLATFORM. Students using this option remain a Buckeye Student. In addition to the curriculum, which can be accessed anytime, Buckeye teachers will be the teacher of record.

Enrollment in this option is required. Parents need to visit the [BUCKEYE LOCAL SCHOOLS WEBSITE](http://www.buckeyeschools.info) to sign up. Parents and students can return to in person schooling at the semester break if circumstances change and they want to return. Students will be provided a school district Chromebook to use to access classes. Internet Access at home is needed.

Edgenuity & Ace Digital

What can parents do to make the best of this option?

- Establish a daily routine and daily expectations for your child.
- Help your child plan the week's activities and work.
- Check-in with your child regarding their work and engage them in a discussion of their work.
- Help your child create an environment that is conducive to learning and free of distractions.
- Support opportunities for your child to exercise or be outdoors or be involved in the arts.
- Establish guidelines for your child's screen time.
- Reach out to your child's teacher, advisor or guidance counselor with concerns, questions, and for support.
- Be a supportive partner with your child's teacher(s)



**BUCKEYE LOCAL BOARD OF EDUCATION
July 1, 2020**

**A RESOLUTION
TO EMPLOY A TECHNOLOGY SUBSTITUTE
FOR THE BUCKEYE LOCAL SCHOOL DISTRICT**

WHEREAS, the Board of Education hereby employs Timothy Pike as Technology Substitute subject to the background check required by law, from July 1st, 2020 until June 30th, 2021, at a rate of \$20.00 per hour, for a total of 300 hours not to exceed \$6,000.00.

Timothy Pike

Date

Patrick Colucci, Superintendent

Date

Shannon Pike, Board President

Date

Tina Stasiewski, Board Vice-President

Date

CERTIFIED EMPLOYEES**ONE-YEAR LIMITED CONTRACTS**

The following certified employees that are currently on a one-year limited contract will be re-employed under a one-year limited contract for the 2020-21 school year.

Jon Butchko	\$55,968
Mario Butera	\$45,667
Debora Jamie Humphreys	\$54,938
Peyton Longden	\$44,637
Renee Mattson (.50)	\$18,885
Rachael Morgan	\$37,770
Donna Pasky (.50)	\$27,469
Bethany Sillaman	\$43,950
Abigail Smith	\$39,143
Greg Stolfer	\$49,100
Jennifer Swiger (.81)	\$29,202.93
Christina Welch	\$37,770

CERTIFIED EMPLOYEES**THREE-YEAR LIMITED CONTRACTS**

The following certified employees that are currently on a two or three-year limited contract will be re-employed under a three-year limited contract for the 2020-21 school year.

Jessica Pocci	\$49,444
Beth Simpson	\$59,401
Alissa Zappitelli	\$42,920
Kathryn Zetts	\$22,833.50

CERTIFIED EMPLOYEES**CONTINUING CONTRACTS**

The following certified employees that are currently on a one, two or three-year limited contract will be re-employed under a continuing contract for the 2020-21 school year.

Lindsay Bertolasio	\$57,864
Tricia Kato	\$55,968