

BUCKEYE LOCAL BOARD OF EDUCATION

**Regular Board Meeting
Tuesday, November 17, 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**

**Ms. Mary Gillespie
Interim Treasurer**

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, November 17, 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

- Presentation of Five-Year Forecast – Ryan Ghizzoni (Forecast 5)

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. Treasurer's Report

Reports & Recommendations:

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

- A. Approve the October BOE meeting minutes as presented to the board on November 11, 2020.
- B. Approve bills paid in October and the financial reports as presented to the board on November 11, 2020.
- C. Approve the recommendation for a one-time stipend for treasurer's assistants of \$250 each: Florence Cusano, Cathleen Diemer, and Tina Brown.
- D. ENGIE P4S Renewal & Resolution
Approve the agreement between Buckeye Schools and ENGIE Resources, LLC as stated in **Exhibit A** and the Resolution authorizing the execution and delivery of the renewal agreement as in **Exhibit B**.
- E. Shared Food Service Agreement
Approve the shared service agreement between Buckeye Local School District and Jefferson Area Local School District as presented in **Exhibit C**.
- F. UAW Memorandum of Understanding - Substitute Rate of Pay Increase
Approve the UAW MOU proposal to increase Sub Rate pay as presented in **Exhibit D**.
- G. 5-Year Forecast
Approve the 5-Year Forecast as presented in **Exhibit E**.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

3. Board of Education Report

Board of Education Recommendations

Approve the following items as presented in 3A:

- A. Treasurer Hire
 - 1) Approve the Supplemental Contract as presented in **Exhibit F** to hire Kassandra Brand as Assistant to the Treasurer for the Buckeye Local School District for up to 10 days from November 11, 2020 to November 30, 2020 at \$300/day.
 - 2) Approve the employment and contract (**Exhibit G**) to hire Kassandra Brand as the Treasurer for the Buckeye Local School District from December 1, 2020 through July 31, 2024, pending verification of license certification and proper background checks.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

4. Superintendent's Report

Superintendent's Reports & Recommendations

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

A. Board Policy - Second Reading

Approve the following:

Volume 39, Number 1 – August 2020

Po6325 – Procurement – Federal Grants/Funds

B. BEA Memo of Understanding (MOU) – Calamity Days

Approve the BEA MOU outlining calamity day procedures for the 2020-21 school year as presented in **Exhibit H**.

C. Kingsville Public Library Trustee

The Kingsville Public Library would like to reappoint Christine Malnar, 358 State Route 193, Jefferson, Ohio 44047 to the Kingsville Library Board of Trustees for a new term that will end December 31, 2027.

D. Accept Gifts as presented:

- 1) Accept a gift of \$300.00 from Kourtney Anderson for Edgewood Athletics.
- 2) Accept a gift from Tom & Donna Nelson of Nelson Sand & Gravel, Inc. of crushed concrete, infield mix, and delivery (for Athletic Fields) at \$1,481.00.

____Kocjancic ____ Stasiewski ____Tredente ____Wisnyai ____Pike

4. Personnel

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

Administrative Staff:

A. Administrative – Resignation

(Michele) Shelly Brown, Braden Middle School Assistant Principal, effective November 6, 2020.

B. Administrative – Appointment

(Michele) Shelly Brown, Kingsville Elementary Principal, step 0, 205 days, \$71,360.67. For the remainder of the 2020-21 school, the pro-rated amount is 140 days at \$48,734, effective November 9, 2020.

Certified Staff:

C. Certified – Appointments

- 1) Pamela Poff, Academic Tutor, Edgewood High School, 4 hours/day (plus 1 additional hour as needed), \$24.04/hour, effective August 7, 2020.
- 2) Cailin Rose, Academic Tutor, Edgewood High School, 4 hours/day (plus 1 additional hours as needed), \$24.04/hour, effective November 3, 2020.
- 3) Jon Butchko, Home Instruction Tutor, Edgewood High School, 5 hours/week, \$24.04/hour, effective October 20, 2020.
- 4) Jon Butchko, Saturday Detention Monitor, Edgewood High School, \$24.04/hour, as needed.

D. Certified - General Substitute Licenses

Approve the assignments for the 2020-21 school year for the following employees holding a General Substitute License per the Ohio Department of Education:

- 1) Kira Campbell, Title I Tutor, Ridgeview Elementary
- 2) Olajuwon Cooper, Academic Tutor, Braden Middle
- 3) Michael Greenlief, Academic Tutor, Braden Middle
- 4) Pamela Poff, Academic Tutor, Edgewood High School
- 5) Angela Ponteri, Academic Tutor, Edgewood High School
- 6) Cailin Rose, Academic Tutor, Edgewood High School
- 7) Barbara Tack, Intervention Specialist Tutor, Kingsville Elementary
- 8) Kimberly Weeks, Title I Tutor, Kingsville Elementary

E. Certified Employees - Extracurricular and Special Fee Assignments for 2020-2021 SY:

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Jim Sanchez	Head Boys Track	7+	2/22/2021	\$4,807.04
Renee Mattson	Head Boys Tennis	7	3/8/2021	\$3,433.60
Steve Hill	Head Girls Track	7+	2/22/2021	\$4,807.04

Jon Butchko Asst. Girls Basketball 3 10/23/2020 \$3,433.60

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

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

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

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

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

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

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

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

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

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	<u>Start Date</u>	<u>Salary</u>
Jeff Barger	Head Baseball	1	2/22/2021	\$4,120.32
Joel Laughlin	Head Softball	7	2/22/21	\$4,807.04

Classified Staff:

F. Classified – Change in Assignment

Rebecca Gaines, from Cafeteria Manager at Braden Middle to Swing Custodian at Edgewood High School and Ridgeview Elementary, step 1 of 6, \$17.74/hour, effective November 2, 2020.

G. Classified – New Assignments:

- 1) John Maurer, Bus Driver, 5 hours/day, step 6 of 6, \$19.87/hour, effective November 9, 2020.
- 2) Nicole Bisbee, temporary SMEA at Ridgeview Elementary, 2 hours/day, step 1 of 5, \$14.65/hour, effective November 4, 2020.
- 3) Leeandra Holcomb, temporary SMEA at Kingsville Elementary, 2 hours/day, step 1 of 5, \$14.65/hour, effective November 9, 2020.

H. Classified Substitutes

- 1) Melissa Lamponen, Cafeteria
- 2) Cynthia Keifer, Cafeteria
- 3) Lonnie Anderson, Custodian

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

____Kocjancic ____ 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

Exhibit A

**SALES CONFIRMATION
OHIO FIXED PRICE ENERGY-ONLY WITH ALL COMPONENTS PASSED THROUGH**

This Sales Confirmation is entered on **October 1, 2020** ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **BUCKEYE LOCAL SCHOOL DISTRICT** ("Customer") (collectively referred to as the "Parties") pursuant to and subject to the Master Electric Energy Sales Agreement dated **8/23/19** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the January 2024 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) if Engie and P4S has amended and extended the Affinity Agreement, executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines. In the event the utility does not timely transfer Customer's account(s) to default service by the Utility Transfer Date immediately following the End Date, service by ENGIE shall continue until such transfer(s) are complete. For service after the End Date but prior to the transfer to default service, Customer shall pay ENGIE the real-time index price, plus a per kWh post-term charge, plus any applicable non-utility charges, and other ISO charges or administrative fees. Taxes and Utility Related Charges are additional.

Full Swing Transaction: Customer's electricity consumption is variable and not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle, multiplied by the Loss Multiplier factor specified in Attachment A, Exhibit 1. The Contract Price includes a broker fee. The Contract Price does not include Taxes or Utility Related Charges.

Losses. Losses (distribution and transmission losses incurred in connection with delivery of energy) are not included in the Contract Price. The quantity of energy consumed in a Billing Cycle shall be multiplied by the Loss Multiplier factor set forth in Attachment A, Exhibit 1.

Transmission Related Charges. The following charges are billed to Customer by the local electric utility company, and not included in the Contract Price: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services unless ENGIE enrolls Customer as part of the Non-Market-Based ("NMB") Pilot Program outlined in FirstEnergy's Fourth Electric Security Plan ("ESP IV"), Supplemental Stipulation, Section V.A.2.

RMR Charges. The Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.

Ancillary Services: The rate for Ancillary Services will be summarized in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Congestion (Basis) Charge: Customer shall pay the Congestion Charge for each kWh of electric energy consumed during a Billing Cycle. The Congestion Charge shall be equal to the difference between the hourly Day Ahead or Real time (as indicated by the Index Settlement on Attachment A) market clearing prices for the Pricing Point (the AEP-Dayton Hub) and the Delivery Point, as posted by the ISO. This charge or credit shall be adjusted by the Loss Multiplier.

Capacity Charge: Customer shall also pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge shall be equal to the following:

- (1) If Capacity Price is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to the product of (i) the Fixed Capacity Price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period.
- (2) If Capacity Settlement is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.

Addition or Deletion of Facilities: During the term of this Agreement, upon advance written notice by Customer, ENGIE shall include additional Customer facilities for service under this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all additions or deletions, is not more than twenty percent (20%) above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded ("Exceeded Facilities") may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add Exceeded Facilities at the

Exhibit A

Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Exceeded Facilities deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Component Pass Through: Only customary non-energy commodity charges required for the provision of retail electric supply to customers in Customer's rate class and service area shall be passed through to Customer. All non-energy commodity component charges shall be passed through to Customer at cost without markup, and shall not be materially higher than and shall be substantially similar to, those charged to other Ohio competitive retail electric service customers of ENGIE in the same customer class and service area.

Miscellaneous:

Public Utility Commission of Ohio Required Contract Disclosures for Small Commercial Customers (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code:

- a. Your local electric utility company may charge you fees for switching your account(s) to ENGIE.
- b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with ENGIE. ENGIE shall provide this information to you at no additional charge.
- c. You may contact ENGIE at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at www.engieresources.com.
- d. You have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting ENGIE by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
- e. ENGIE may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
- f. You have the right to terminate this Agreement, upon prior written notice to ENGIE, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price;
- g. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted ENGIE and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- h. ENGIE is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
- i. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
- j. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
- k. ENGIE's environmental disclosure information can be found on our website: <http://www.engieresources.com/ohio-state-compliance>

IDR Meter Authorization: Customer shall provide authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

On-Site Customer Generation: The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall

Exhibit A

provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

Government/Public Entity Payment Terms and Indemnity Walver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in the Master Agreement shall be inapplicable.

Performance Assurance. In the event that Customer provides Performance Assurance, such Performance Assurance shall remain in place until 90 days beyond the End Date. If such Performance Assurance is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled.

'Independent System Operator' (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Ancillary Services" shall include, but not be limited to, the following charges assigned to the Customer by ENGIE in a commercially reasonable manner: Day Ahead Operating Reserves, Real Time Operating Reserves, Regulation, Synchronized Reserves, Supplemental Reserves, Synchronous Condensing, Reactive Services, Inadvertent Interchange, Transmission Owner Scheduling System Control and Dispatch, PJM Scheduling System Control and Dispatch, Reactive Supply and Voltage Control, Black Start, NERC/RFC Charges, Expansion Cost Recovery Charges, Transmission Enhancement Charges, RPS (Renewable Energy Portfolio Standards) Compliance Fees, Generation Deactivation (RMR), governmental fees and any other ISO charges or administrative fees incurred in connection with the delivery of energy to the delivery point as specified in Attachment A, Exhibit 1.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Capacity Price" means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Capacity Settlement" means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

"Fixed Capacity Price" means, where Capacity Price is specified in Attachment A, Exhibit 1 as "Fixed", (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, ENGIE has or will have good title to the electricity sold hereunder by ENGIE and the electricity sold by ENGIE to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

Exhibit A

This offer is contingent on acceptance by the Utility of the enrollment of Customer with ENGIE. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with ENGIE; 2) Customer has Read the Terms & Conditions of this Agreement and agrees to be bound by them; 3) Customer authorizes ENGIE to enroll the Account(s) listed in Attachment A with the Utility which will allow ENGIE to provide retail electricity; and 4) Customer authorizes Power4Schools ("P4S"), its designated consultants and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: BUCKEYE LOCAL SCHOOL DISTRICT	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____ CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____ Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	Accounts are billed by Utility Consolidated Billing. All payments & charges will be found on your Utility Bill.
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

*Required Information

Customer: BUCKEYE LOCAL SCHOOL DISTRICT
Effective Date: 10/1/2020
Agreement #: 1-11P8YD4.1
PR #: 1-1098210.1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit A

Product Code: FP03-CP01B-PT01-AD04-CA04A
Product: Fixed W/ Loss Multiplier

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	KELLOGGSVILLE RD	KINGSVILLE, OH 44048-4048	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006054145000055545	CE-POLSD	01/01/2022	12/31/2023
2	3018 BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271070091004	CE-GSD	01/01/2022	12/31/2023
3	3436 EDGEWOOD DR	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271400098259	CE-GSD	01/01/2022	12/31/2023
4	3436 EDGEWOOD DR	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08028789685000075667	CE-TRFD	01/01/2022	12/31/2023
5	BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08037542771400001967	CE-GSD	01/01/2022	12/31/2023
6	BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271810073036	CE-GSD	01/01/2022	12/31/2023
7	BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125275000058232	CE-POLSD	01/01/2022	12/31/2023
8	STATE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271600001960	CE-GSD	01/01/2022	12/31/2023
9	3436 EDGEWOOD DR	KINGSVILLE, OH 44048-4048	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08028789765000075675	CE-TRFD	01/01/2022	12/31/2023
10	LIBERTY ST	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08037542771570001966	CE-GSD	01/01/2022	12/31/2023
11	E PROSPECT RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271930039277	CE-GSD	01/01/2022	12/31/2023
12	2428 BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271030095037	CE-GSD	01/01/2022	12/31/2023
13	3018 BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08006125271940100046	CE-GSD	01/01/2022	12/31/2023
14	2428 BLAKE RD	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08015860021170093935	CE-GSD	01/01/2022	12/31/2023
15	3436 EDGEWOOD DR	ASHTABULA, OH 44004-4004	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08037542771590001961	CE-GSD	01/01/2022	12/31/2023
16	KELLOGGSVILLE RD	KINGSVILLE, OH 44048-4048	ASHTAB ULA	ATSICE	FEHIO_RESID_ AGG (CE)	08037542771290001967	CE-GSD	01/01/2022	12/31/2023

Customer: CAMPBELL CITY SCHOOLS

Effective Date: 10/1/2020

Agreement #: 1-11P8YD4,1

PR #: 1-109821O,1

Product Code: FP03-CP01B-PT01-AD04-CA04A

Product: Fixed W/ Loss Multiplier

Exhibit A

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
---	----------------------------------	------------------	--------	---------	----------------	----------------	------------------	------------	----------

Add/Delete Tolerance Band:	20
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	0.03129
Index Settlement:	Day Ahead
Loss Multiplier:	1.09486
Pricing Point:	DEFAULT_HUB

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: FEHIO_RESID_
AGG (CE)

Month	Year	MWh
Jan	2022	130.08
Feb	2022	120.83
Mar	2022	120.20
Apr	2022	115.66
May	2022	105.64
Jun	2022	70.38
Jul	2022	79.11
Aug	2022	91.62
Sep	2022	108.51
Oct	2022	110.14
Nov	2022	121.62
Dec	2022	124.12
Jan	2023	131.26
Feb	2023	120.80
Mar	2023	120.15
Apr	2023	114.48
May	2023	107.29
Jun	2023	70.57
Jul	2023	79.10
Aug	2023	91.52
Sep	2023	107.42
Oct	2023	110.84
Nov	2023	121.61
Dec	2023	120.27

Agreement #: 1-11P8YD4,1
PR #: 1-109821O,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

BOARD OF EDUCATION

SCHOOL DISTRICT
COUNTY OF _____, OHIO

Following is an excerpt from the minutes of a meeting of the Board of Education duly held on _____, 2020 at _____ o'clock __. m. at the _____ with the following members present:

Member _____ moved, seconded by member _____ that the following Resolution be adopted:

RESOLUTION

AUTHORIZING THE EXECUTION AND DELIVERY OF A RENEWAL AGREEMENT TO THE MASTER ELECTRIC ENERGY SALES AGREEMENT BETWEEN THE DISTRICT AND POWER4SCHOOOLS' ENDORSED ELECTRIC SUPPLIER, ENGIE RESOURCES LLC.

WHEREAS, the Board of Education (the "Board") of this School District (the "District"), as a member of one of the Associations, pursuant to this resolution desires to authorize the execution and delivery by the District of Renewal Agreement to the Master Electric Energy Sales Agreement between the District and ENGIE (the "Power Sales Agreement"), pursuant to which the District, will purchase electricity generation for its school facilities; and

WHEREAS, the Ohio Schools Council, Ohio School Boards Association, Ohio Association of School Business Officials, and the Buckeye Association of School Administrators (the "Associations") each carries out cooperative purchase programs and promotes cooperative arrangements and agreements among its member school districts and government agencies or private persons; and

WHEREAS, the Associations collectively do business under the trade name "Power4Schools" ("P4S") for the purpose of endorsing competitive retail electric service ("CRES") providers to supply retail electric energy services to the Associations' members; and

WHEREAS, the members of, and other participating public schools associated with, the Associations desire to purchase retail electric energy services from the CRES provider that has received the endorsement of P4S, ENGIE Resources LLC ("ENGIE"); and

WHEREAS, the Board of Education (the "Board") of this School District (the "District"), as a member of one of the Associations, pursuant to this resolution desires to authorize the execution and delivery by the District of a Master Electric Energy Sales Agreement between the District and ENGIE (the "Power Sales Agreement"), pursuant to which the District, will purchase electricity generation for its school facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF
THE _____ SCHOOL DISTRICT, COUNTY OF _____,
STATE OF OHIO, as follows:

Section 1. The Board authorizes and directs the Treasurer to execute and deliver, in the name of the District and on its behalf, the Power Sales Agreement, substantially in the form now on file with this Board, with any changes that are not inconsistent with this resolution and that may be acceptable to the Treasurer whose acceptance shall be conclusively evidenced by the execution of such document by the Treasurer.

Section 2. Monies adequate to pay amounts due under the Power Sales Agreement for the current fiscal year are hereby appropriated for that purpose.

Section 3. It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

After discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

The Resolution was adopted.

Board of Education
_____ School District

_____ County, Ohio

By: Treasurer

Attest: _____

**AGREEMENT FOR SHARED FOOD SERVICE DIRECTOR SERVICES BETWEEN
THE BUCKEYE LOCAL SCHOOL DISTRICT AND
THE JEFFERSON AREA LOCAL SCHOOL DISTRICT**

This Limited Agreement ("Agreement") is entered into this 17th day of November, 2020 by and between the Buckeye Local School District Board of Education ("Buckeye"), at 3436 Edgewood Drive, Ashtabula, Ohio 44004, and the Jefferson Area Local School District Board of Education ("Jefferson"), at 121 S. Poplar St, Jefferson, OH 44047, collectively referred to herein as the "Participating Districts."

RECITALS

WHEREAS, the Participating Districts are required by law to provide food services to their respective students; and

WHEREAS, the Participating Districts agree that the sharing of food service director services between them will eliminate duplication of effort, increase efficiency, and prudently utilize financial assets in the best interest of students, staff and taxpayers; and

WHEREAS, the Participating Districts desire to formalize the shared delivery of food service director services pursuant to this Agreement.

NOW THEREFORE, the Participating Districts agree as follows:

1. Food Service Director

(a) Subject to division (e) of this Section, Jefferson agrees to hire Lisa Loomis ("the food service director"), to perform shared food service director services for the Participating Districts as outlined in Addendum A attached hereto and any other related services that may be necessary from time to time. Ms. Loomis will be entitled to receive compensation and benefits as provided in Addendum B.

(b) In addition to Ms. Loomis' compensation package, the Participating Districts agree to reimburse Ms. Loomis for mileage for miles driven between Buckeye and Jefferson, at the then-current approved IRS mileage reimbursement rate.

(c) Buckeye's Superintendent will supervise and evaluate the Food Service Director on Buckeye matters, will provide direction to the Food Service Director regarding any desired initiatives or services to be performed for Buckeye, and will respond to personnel recommendations made by the Food Service Director.

(d) Jefferson's Superintendent will supervise and evaluate the Food Service Director on Jefferson matters, will provide direction to the Food Service Director regarding any desired initiatives or services to be performed for Jefferson, and will respond to personnel recommendations made by the Food Service Director.

(e) All supplies and materials provided to the Food Service Director will remain the property of Buckeye and Jefferson respectively.

(f) Buckeye shall not assign any individual other than Lisa Loomis to provide the food service director services without the written consent of Jefferson's Superintendent (or his/her designee). It is expressly understood and agreed by the Participating Districts that the Food Service Director may elect to terminate her employment with Jefferson. Should the Food Service Director terminate her employment with Jefferson, Buckeye understands that it will be consulted in the designation of a new Food Service Director. Buckeye shall provide prompt notice of such termination to Jefferson and without delay appoint, at the approval of Jefferson's Superintendent, a new Food Service Director to perform the services under this Agreement. Additionally, if the Food Service Director is unavailable to work under this Agreement for a period of more than three (3) consecutive weeks for reasons other than a scheduled vacation, Buckeye shall notify Jefferson of a temporary or new Food Service Director as necessary.

2. Payment

The Food Service Director shall be employed and paid by Buckeye. Buckeye shall be compensated for providing the Food Service Director for shared food services as follows:

(a) During the term of this Agreement, Jefferson shall pay Buckeye for services provided by the Food Service Director. Liability of payment of salary and benefits will be distributed as follows: 50% Buckeye, 50% Jefferson. See Addendum B. Buckeye will provide quarterly invoices to Jefferson for payment. Upon receipt, Jefferson will pay said invoices within ten (10) business days.

(b) Buckeye will be reimbursed for half of the amount it paid to the Food Service Director for reimbursement for mileage as provided above in Section 1(b) from Jefferson. Buckeye will provide travel invoices to Jefferson periodically, and Jefferson agrees to pay Buckeye within ten (10) business days upon receipt of said invoices.

(c) Payments made by Jefferson under this Agreement shall be made payable to the "Buckeye Local School District" and delivered to the Buckeye Local School District, Office of the Treasurer, at 3436 Edgewood Drive, Ashtabula, Ohio 44004.

(d) Failure to make payment as outlined in the Agreement shall constitute a breach which shall result in the termination of the Agreement with the breaching party unless such breach is cured within thirty (30) calendar days from the date of the breach.

3. Term of Agreement

Services provided under this Agreement shall commence on August 1, 2020 and shall end on July 31, 2023. A revised ADDENDUM B will be provided no later than July 1, 2021 for the 2021-2022 contract year and July 1, 2022 for the 2022-2023 contract year. This Agreement shall automatically terminate on July 31, 2023 unless the parties agree no less than thirty (30) calendar days prior to its expiration to extend the Agreement upon mutually agreeable terms.

4. Termination

At any time and without cause, a Participating District may terminate this Agreement by providing no less than thirty (30) calendar days written notice to the other Participating District at the end of the year. The Participating Districts agree to cooperate with each other during the thirty (30) day period prior to termination. Upon termination, the parties will be returned to the status that existed prior to the commencement of this Agreement and Buckeye will have no further obligation to provide the Food Service Director to Jefferson.

5. Indemnification

(a) When the Food Service Director is providing services to Jefferson, Jefferson is responsible for the costs of defense and any liability arising out of the Food Service Director's services provided to Jefferson to the extent required and permitted by applicable law. In the event of a dispute as to whether applicable law requires Jefferson to provide indemnity and a defense to the Food Service Director based on her service to Jefferson, such dispute shall be resolved between Jefferson and the Food Service Director and Jefferson shall indemnify and defend Buckeye from and against any obligation to defend and indemnify the Food Service Director that may otherwise be required of Buckeye as the employer of the Food Service Director or by virtue of this Agreement.

(b) Other than expressly provided for in Sections 5(a) of this Agreement, no Participating District shall be responsible for the acts or omissions of the other Participating District's officers or employees, nor shall any Participating District incur any liability arising out of the services of any other Participating District's officers or employees.

6. Not a Joint Venture

The Participating Districts, under the authority of O.R.C. 9.482, intend by this Agreement to establish only a cost-sharing arrangement of the Participating Districts with regard to the provision of Food Service director services and do not intend to create a partnership, joint venture, or joint partnership of any kind. Jefferson expressly acknowledges that the Food Service Director is a Buckeye employee for the time period covered by this Agreement.

7. No Third Party Beneficiary

This Agreement is only for the benefit of the Participating Districts as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

8. Notices

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Jefferson: John Montanaro, Superintendent
121 S. Poplar St.
Jefferson, OH 44047

Buckeye: Patrick Colucci, Superintendent
3436 Edgewood Drive
Ashtabula, Ohio 44004

9. Waiver

No failure on the part of any Participating District to exercise any right or remedy hereunder shall operate as a waiver of any right or remedy that any Participating District may have hereunder, nor does waiver of a breach of default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

10. Amendment

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by representatives for the Participating Districts.

11. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be the Court of Common Pleas located in Ashtabula County, Ohio.

12. Entire Agreement

This Agreement constitutes the complete and exclusive Agreement between the Participating Districts. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating District to be bound, shall be binding on any other Participating District.

IN WITNESS WHEREOF, the Participating Districts have executed this Agreement.

Buckeye Local School District
Board of Education

Jefferson Area Local School District
Board of Education

By: _____
Board President

By: _____
Board President

By: _____
Treasurer

By: _____
Treasurer

ADDENDUM A

JOB DESCRIPTION

TITLE: FOOD SERVICE DIRECTOR

POSITION OVERVIEW:

To work cooperatively and efficiently with the Jefferson Area Local School District and the Buckeye Local School District administration, building principals, athletic director, and parents to provide efficient and safe food service so students will gain the fullest possible advantage from the districts' curriculum and extracurricular programs.

OTHER:

The Food Service Director will assume the duties outlined in the Job Descriptions for Food Service Director/Supervisor for Jefferson Area Local School District and Buckeye Local School District.

GENERAL RESPONSIBILITIES:

- The Food Service Director will oversee the operation of Jefferson Area Local School District and Buckeye Local School District's food service needs from alternating locations, as necessary, to assure full coverage in both districts.
- The Food Service Director must observe the food service policies rules, and regulations of Jefferson Area Local School District and Buckeye Local School District.

EVALUATOR:

The Food Service Director will be evaluated according to respective district policies by the Buckeye and Jefferson Superintendents.

ADDENDUM B**COST OF SHARED SERVICE BY DISTRICT
2020 2021 School Year**

Salary *	\$	45,382.25
Board SERS	\$	6,353.52
SERS Pickup 7%	\$	3,176.76
Board Medicare	\$	658.04
Board Medicare Pickup 1.45%	\$	658.04
Board BWC*	\$	353.98
Health insurance, net of employee contributions*	\$	7,907.28
Life insurance, net of employee contributions*	\$	50.40
Total compensation package	\$	64,540.27
	Buckeye	Jefferson
Expense sharing percentage	50.0%	50.0%
Total per district	\$ 32,270.13	\$ 32,270.13

* Amounts may be adjusted annually, to correspond to actual responsibility.



Exhibit D

**MEMORADUM OF UNDERSTANDING (MOU)
United Auto Workers, Local No. 1834 (UAW)**

November 3, 2020

This memorandum of understanding (MOU) is entered into by and between the Buckeye Board of Education and the United Auto Workers, Local No. 1834 on this day, November 3, 2020.

The parties desire to enter into an agreement from this date and for the duration of the UAW contract (through June 30, 2024), to increase Sub Rate pay for the following substitute positions:

Position	Proposed Sub Rate
Bus Driver	\$15.40
Custodian	\$13.37
Bus Aide	\$11.68
Cafeteria Cooks & Service Personnel	\$11.50

UAW President

Date

BLSD Superintendent

BLSD Board of Education



Buckeye Local School District

Five Year Forecast Financial Report

November 2020 - Fiscal Year 2021

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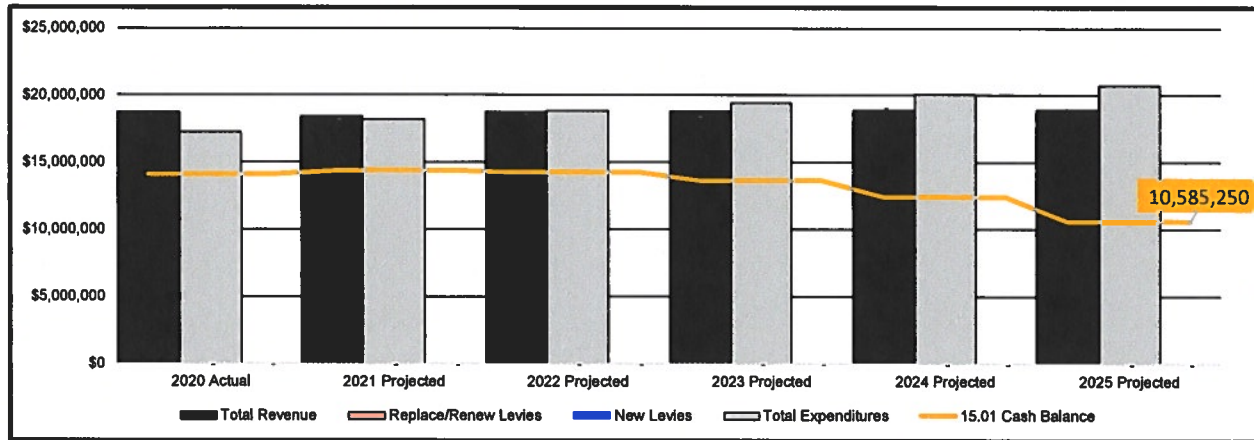
Forecast Purpose/Objectives

Ohio Department of Education's purposes/objectives for the five-year forecast are:

1. To engage the local board of education and the community in the long range planning and discussions of financial issues facing the school district.
2. To serve as a basis for determining the school district's ability to sign the certificate required by O.R.C. §5705.412, commonly known as the "412 certificate."
3. To provide a method for the Department of Education and Auditor of State to identify school districts with potential financial problems.

Forecast Methodology - This forecast is prepared based upon historical trends and current factors. This information is then extrapolated into estimates for subsequent years. The forecast variables can change multiple times throughout the fiscal year and while cash flow monitoring helps to identify unexpected variances no process is guaranteed. The intent is to provide the district's financial trend over time and a roadmap for decisions aimed at encouraging financial sustainability and stability.

Forecast Summary



Note: Cash balance includes any existing levy modeled as renewed during the forecast.
Cash balance is not reduced for encumbrances.

Financial Forecast

	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Beginning Balance	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713
+ Revenue	18,429,108	18,721,209	18,762,237	18,843,594	18,915,774
+ Proposed Renew/Replacement Levies	-	-	-	-	-
+ Proposed New Levies	-	-	-	-	-
- Expenditures	(18,162,778)	(18,812,587)	(19,405,321)	(20,051,099)	(20,726,237)
= Revenue Surplus or Deficit	266,330	(91,378)	(643,084)	(1,207,505)	(1,810,464)
Ending Balance with renewal levies Note: Not Reduced for Encumbrances	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250

Analysis Without Renewal Levies Included:

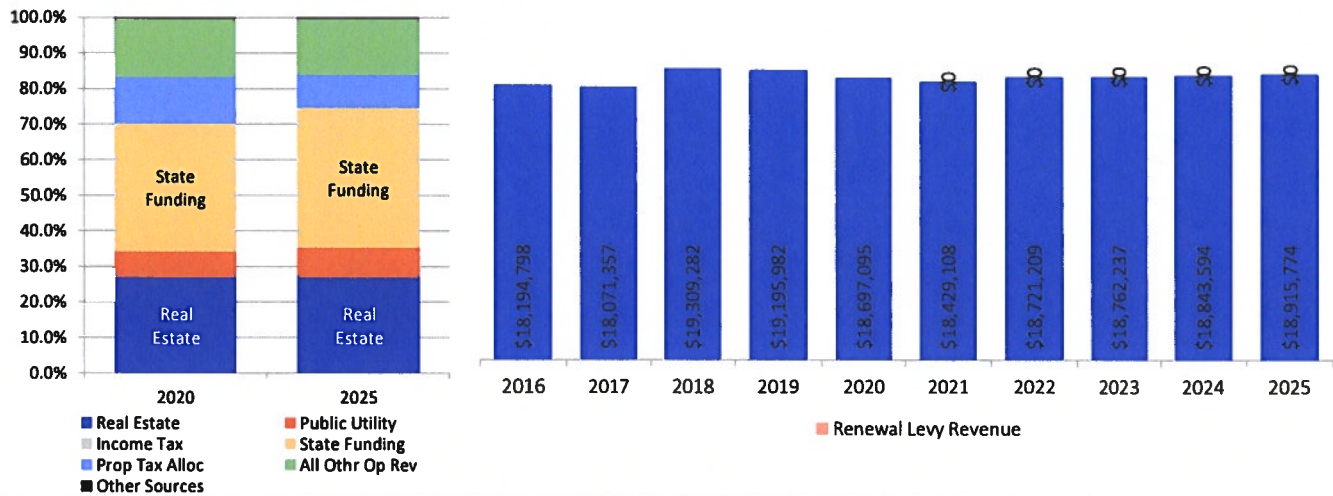
Revenue Surplus or Deficit w/o Levies	266,330	(91,378)	(643,084)	(1,207,505)	(1,810,464)
Ending Balance w/o Levies	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250

In FY 2021 a revenue surplus is expected. This means that expenditures are expected to be less than revenue by -\$266,330 in FY 2021. By the last year of the forecast, FY 2025, the district is expected to have a revenue shortfall where expenditures are projected to be greater than revenue by \$1,810,464. The district would need to cut its FY 2025 projected expenses by 9.57% in order to balance its budget without additional revenue.

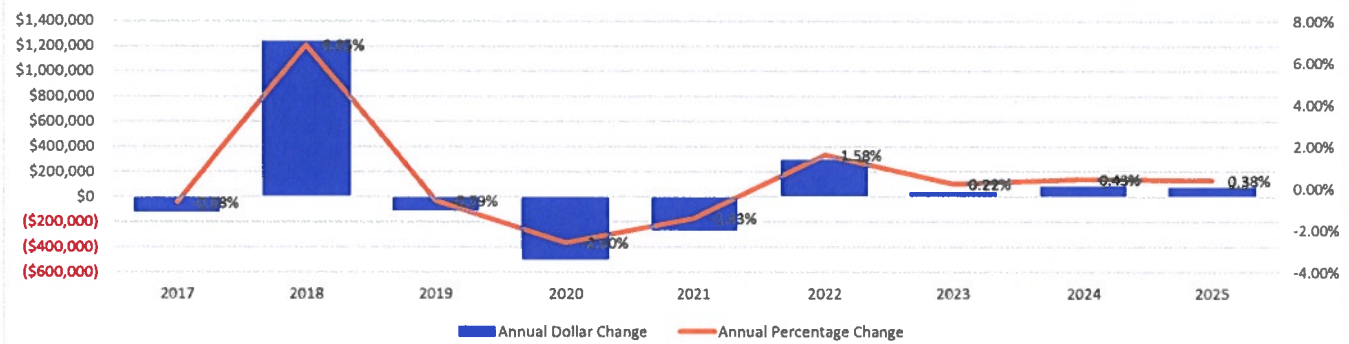
The district's cash balance is positive at year-end in FY 2021 and is projected to worsen by FY 2025. A worsening cash balance can erode the district's financial stability over time.

Revenue Sources and Forecast Year-Over-Year Projected Overview

Sources of Revenue Over Time



Year-Over-Year Dollar & Percentage Change



3-Year Historical Actual Average Annual Dollar Change Compared to 5-Year Projected

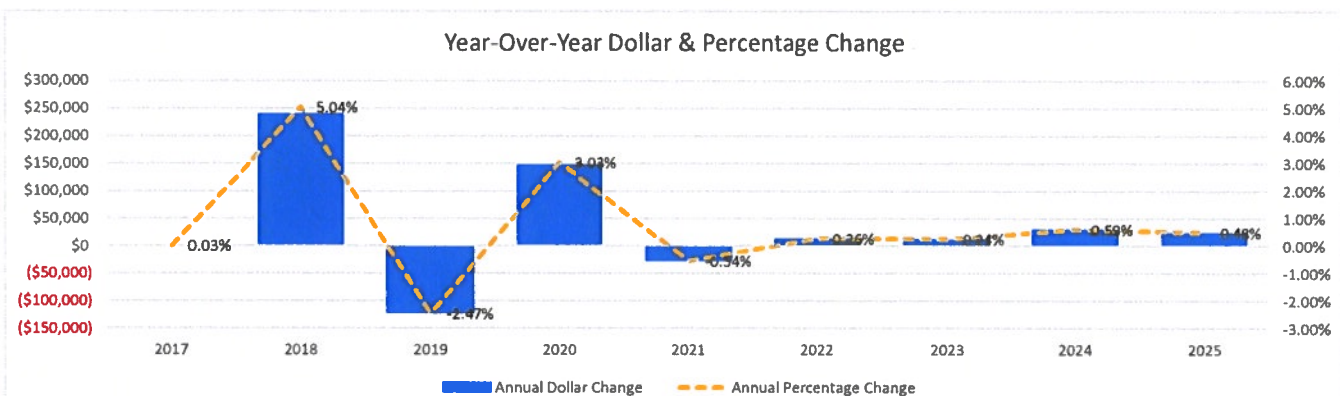
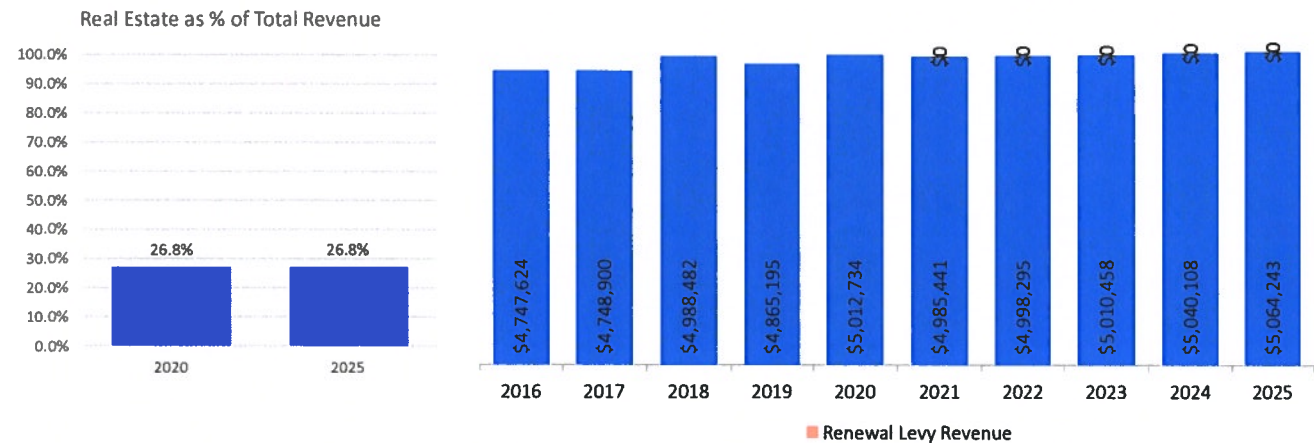
	Historical Average Annual \$ Change	Projected Average Annual \$ Change	Projected Compared to Historical Variance	Total revenue increased 1.22% or \$208,579 annually during the past five years and is projected to increase 0.24% or \$43,736 annually through FY2025. State Funding has the most projected average annual variance compared to the historical average at \$263,373 Overall, the annual projected increase in revenue for the forecasted period is significantly less than the rate of inflation.
Real Estate	\$87,945	\$10,302	(\$77,643)	
Public Utility	\$158,015	\$41,906	(\$116,109)	
Income Tax	\$0	\$0	\$0	
State Funding	(\$117,000)	\$146,373	\$263,373	
Prop Tax Alloc	(\$147,611)	(\$139,495)	\$8,116	
All Oth Op Rev	\$247,497	(\$14,746)	(\$262,243)	
Other Sources	(\$20,266)	(\$604)	\$19,663	
Total Average Annual Change	\$208,579 1.22%	\$43,736 0.24%	(\$164,844) -0.98%	

Note: Expenditure average annual change is projected to be >

\$702,648 On an annual average basis, expenditures are projected to grow faster than revenue.

1.010 - General Property Tax (Real Estate)

Revenue collected from taxes levied by a school district by the assessed valuation of real property using effective tax rates for class I (residential/agricultural) and class II (business).



Values, Tax Rates and Gross Collections							Gross Collection Rate Including Delinquencies
Tax Yr	Valuation	Value Change	Class I Rate	Change	Class II Rate	Change	
2019	217,901,300	(340,640)	22.09	-	36.66	-	101.1%
2020	229,345,713	11,444,413	21.15	(0.93)	36.44	(0.22)	99.9%
2021	229,906,967	561,254	21.14	(0.01)	36.54	0.10	99.9%
2022	230,481,967	575,000	21.13	(0.01)	36.65	0.10	99.9%
2023	239,250,936	8,768,969	20.44	(0.69)	36.33	(0.32)	99.9%
2024	239,865,936	615,000	20.43	(0.01)	36.41	0.08	99.9%

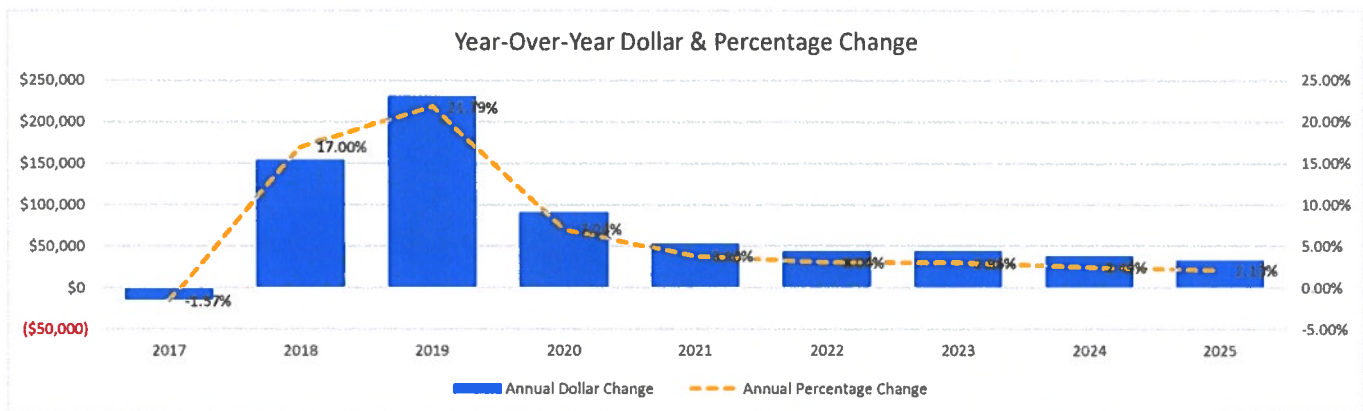
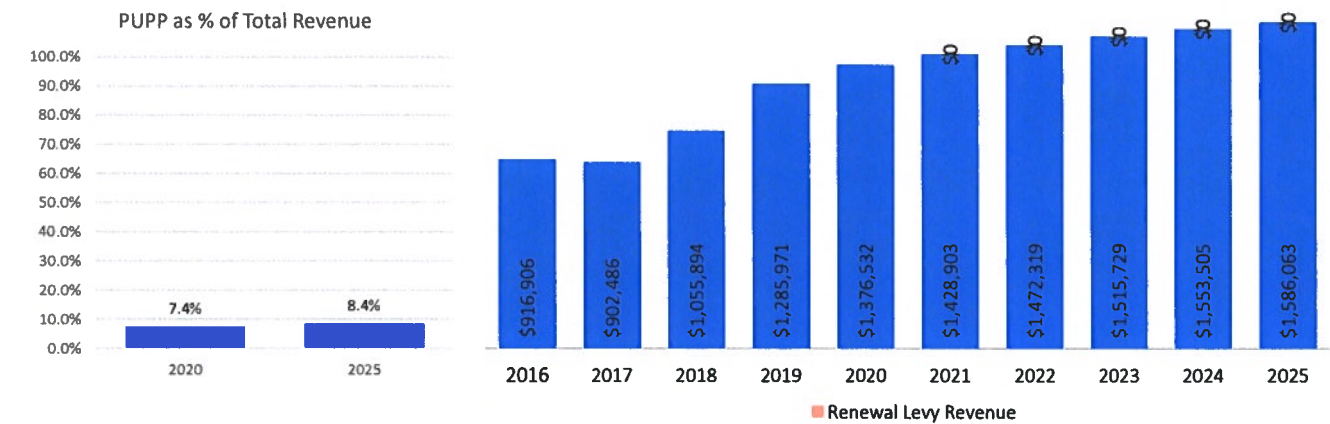
Real estate property tax revenue accounts for 26.81% of total revenue. Class I or residential/agricultural taxes make up approximately 62.47% of the real estate property tax revenue. The Class I tax rate is 21.15 mills in tax year 2020. The projections reflect an average gross collection rate of 99.9% annually through tax year 2024. The revenue changed at an average annual historical rate of 1.87% and is projected to change at an average annual rate of 0.21% through FY 2025.

The district will go through a property triennial update in tax year 2020, which is expected to increase residential values. A gross collection rate of close to 100% is projected for each of the forecasted years.

*Projected % trends include renewal levies

1.020 - Public Utility Personal Property

Revenue generated from public utility personal property valuations multiplied by the district's full voted tax rate.



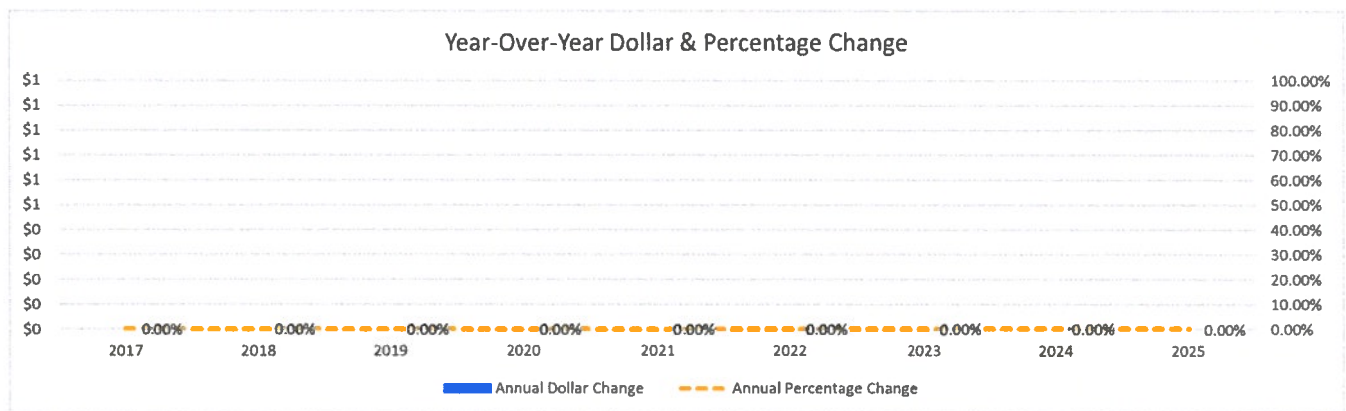
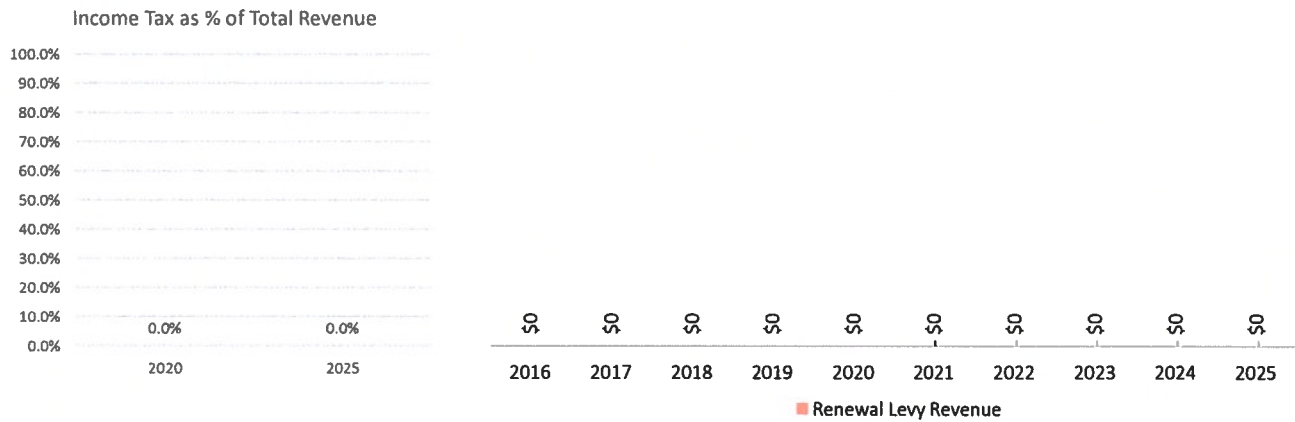
Values and Tax Rates					Gross Collection Rate Including Delinquencies
Tax Year	Valuation	Value Change	Full Voted Rate	Change	
2019	32,397,130	1,432,810	43.31	(0.11)	100.0%
2020	33,397,130	1,000,000	43.41	0.10	100.2%
2021	34,397,130	1,000,000	43.41	-	100.0%
2022	35,397,130	1,000,000	43.41	-	100.0%
2023	36,147,130	750,000	43.41	-	100.0%
2024	36,897,130	750,000	43.41	-	100.0%

The public utility personal property tax revenue is generated from the personal property values, additions, and depreciation reported by the utility companies. This category currently makes up 7.36% of total district revenue. The property is taxed at the full voted tax rate which in tax year 2020 is 43.41 mills. The forecast is modeling an average gross collection rate of 100.05%. The revenue changed historically at an average annual dollar amount of \$158,015 and is projected to change at an average annual dollar amount of \$41,906 through FY 2025.

**Projected % trends include renewal levies*

1.030 - No Income Tax

Revenue collected from income tax earmarked specifically to support schools with a voter approved tax by residents of the school district; separate from federal, state and municipal income taxes.

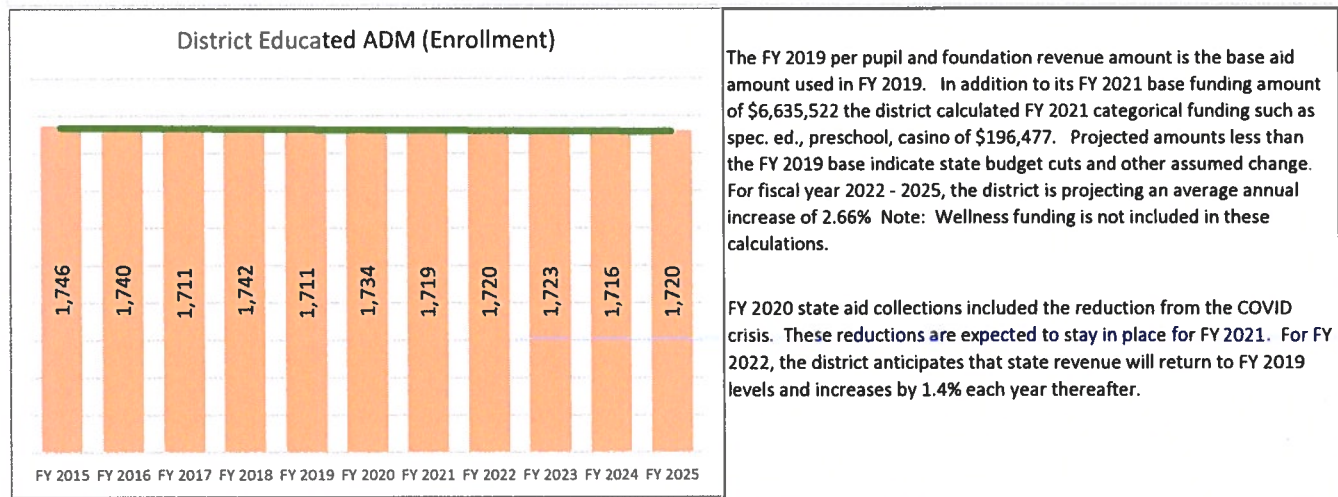
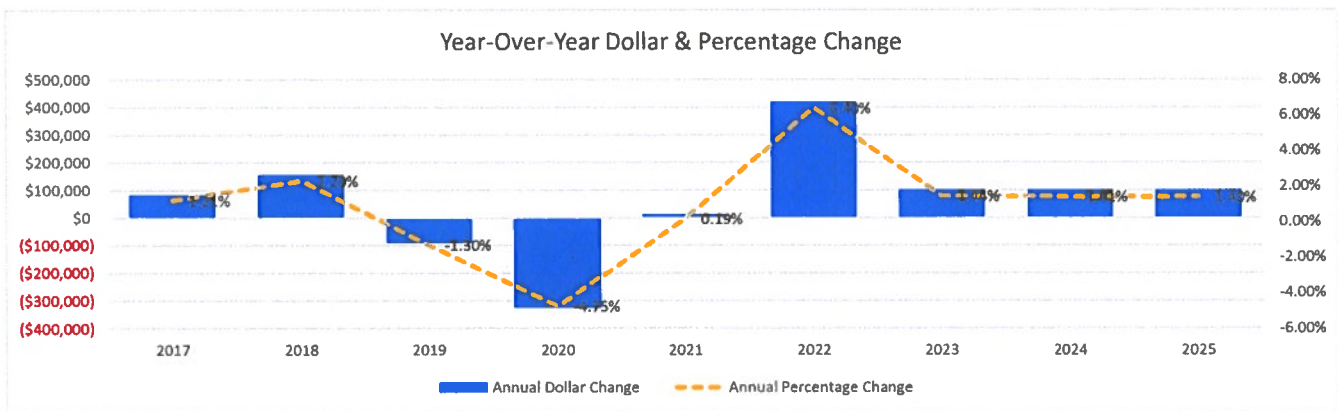
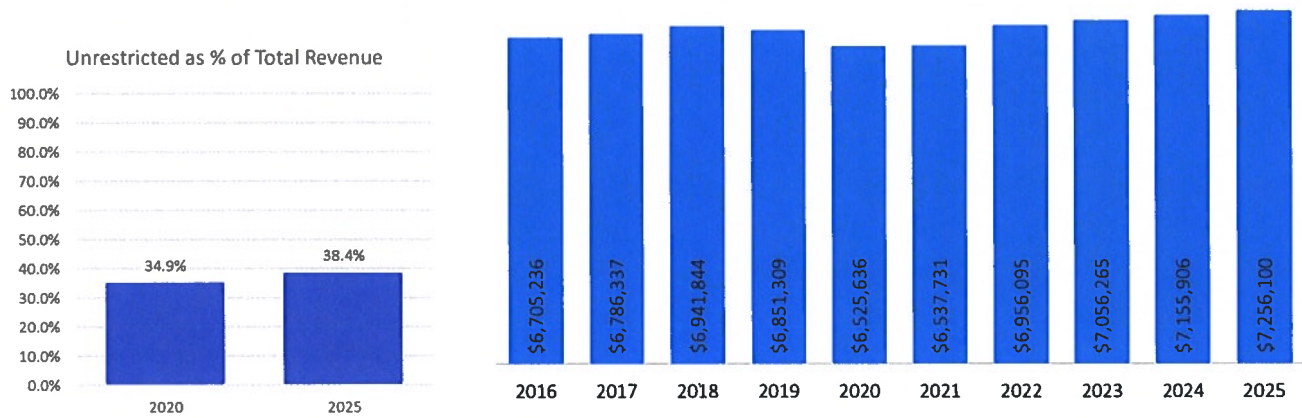


The district does not have an income tax levy.

**Projected % trends include renewal levies*

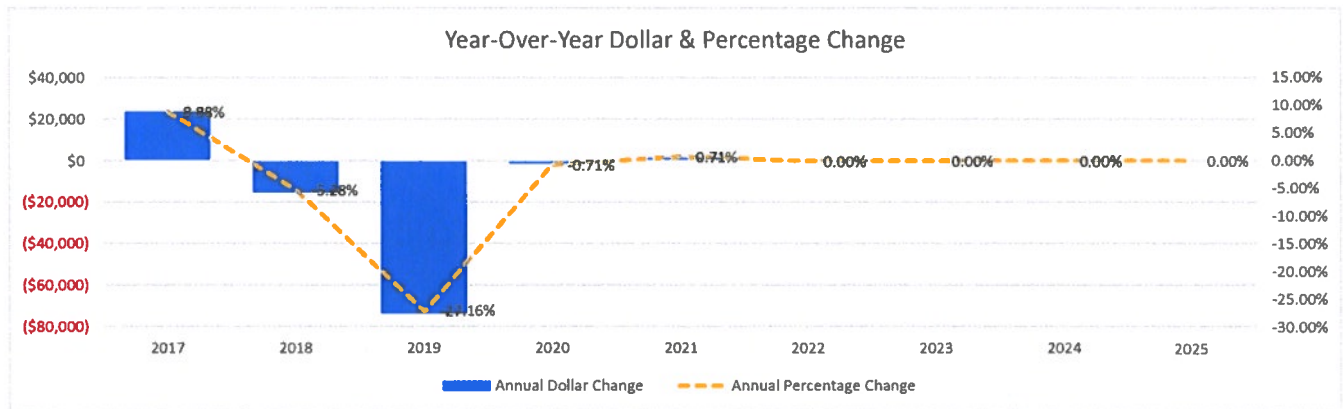
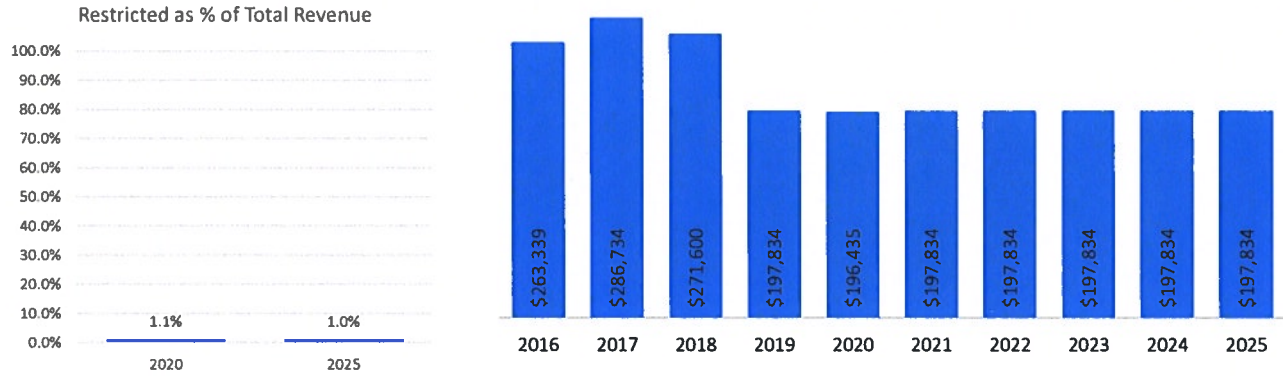
1.035 - Unrestricted Grants-in-Aid

Funds received through the State Foundation Program with no restriction.



1.040 & 1.045 - Restricted Grants-in-Aid

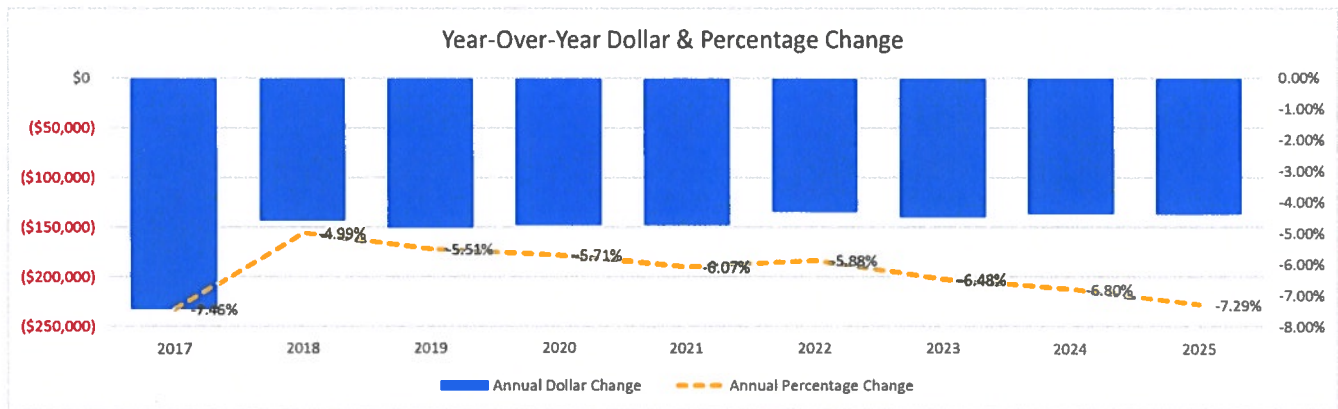
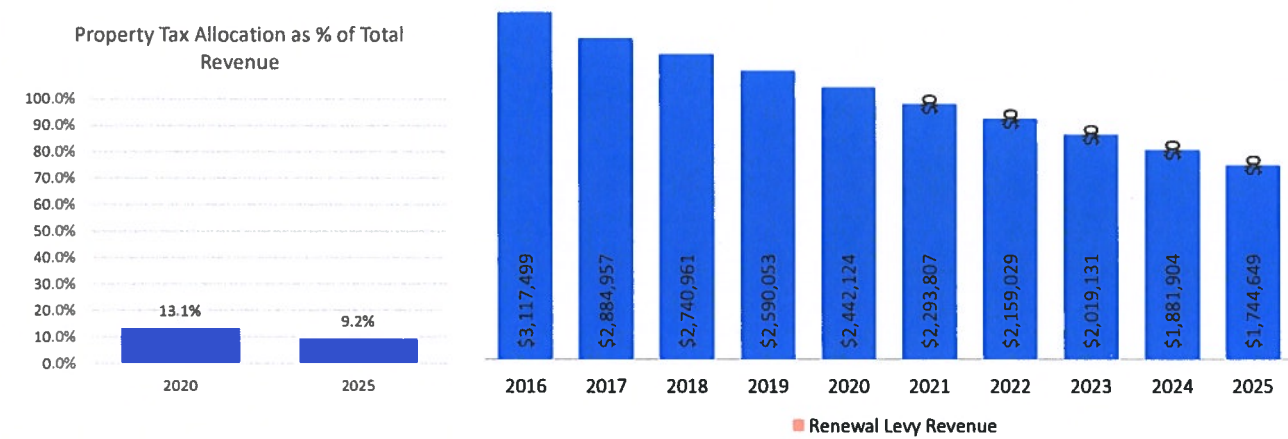
Funds received through the State Foundation Program or other allocations that are restricted for specific purposes.



Restricted aid is the portion of state per pupil funding that must be classified as restricted use. Historically the district's restricted state aid changed annually on average by -\$30,100 and is projected to change annually on average by \$280. Restricted funds represent 1.05% of total revenue.

1.050 - Property Tax Allocation

Includes funds received for Tangible Personal Property Tax Reimbursement, Electric Deregulation, Homestead and Rollback.



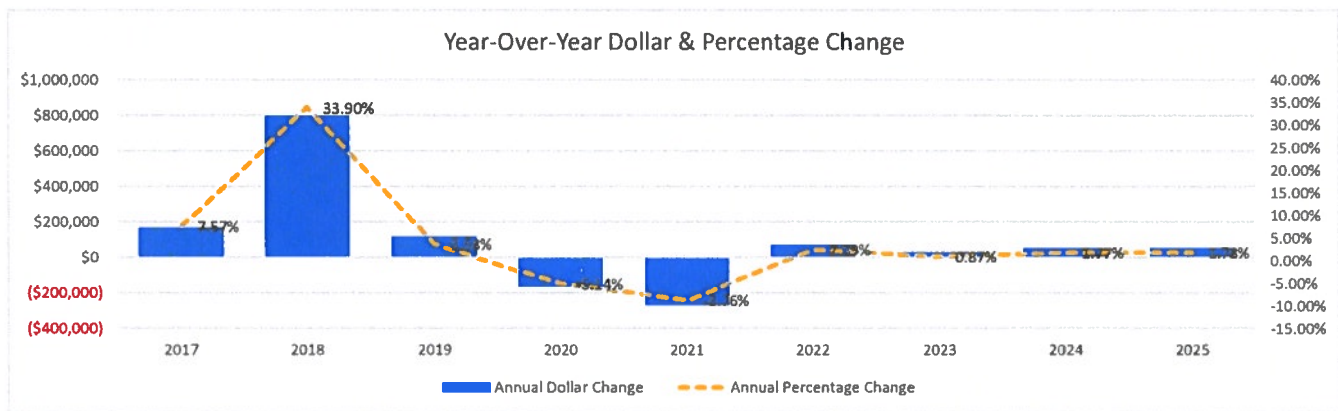
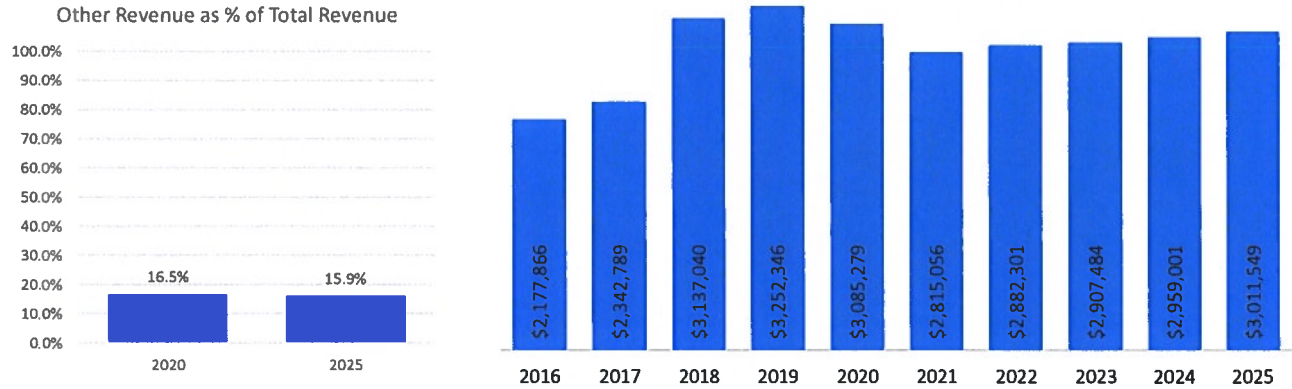
Property tax allocation primarily consists of reimbursements from the state of Ohio for local taxpayer credits or reductions. The state reduces the local taxpayer's tax bill with a 10% rollback credit, and 2.5% owner-occupied rollback credit, plus a homestead credit for qualifying taxpayers. In FY 2021, approximately 11.4% local residential property taxes will be reimbursed by the state in the form of rollback credits and approximately 5.3% will be reimbursed in the form of qualifying homestead exemption credits.

The tangible personal property reimbursement from the state continues to be reduced during the forecast period. The district expects to collect \$1,670,655 in FY 2021 and have the reimbursement phased down to \$1,103,718 by FY 2025.

**Projected % trends include renewal levies*

1.060 - All Other Operating Revenues

Operating revenue sources not included in other lines; examples include tuition, fees, earnings on investments, rentals, and donations.

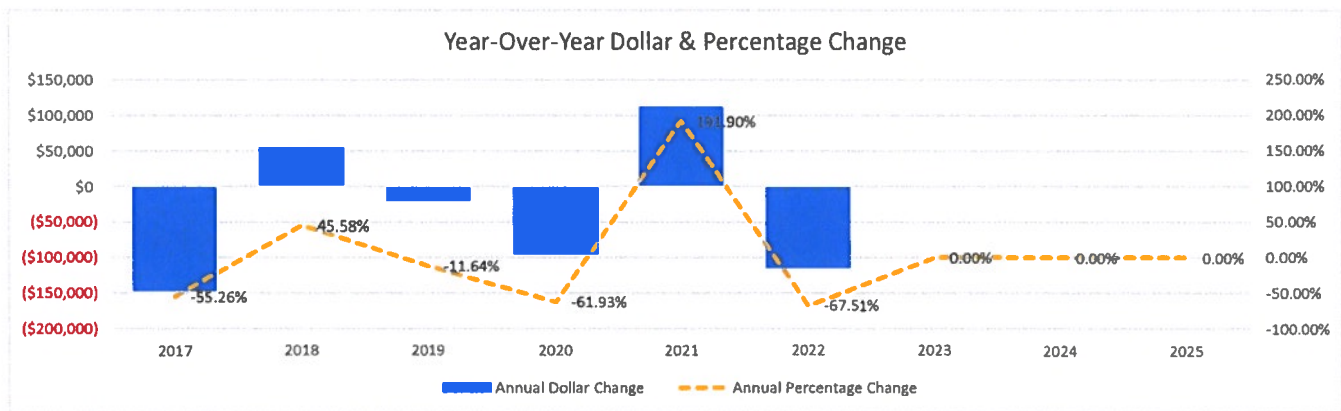
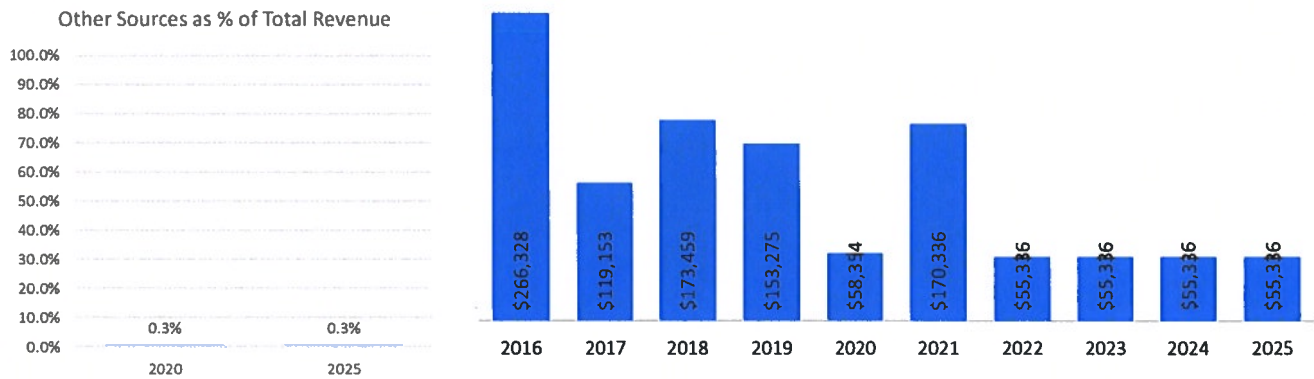


Other revenue includes tuition received by the district for non-resident students educated by the district. It also includes interest income, payments in lieu of taxes, and miscellaneous revenue. The historical average annual change was \$247,497. The projected average annual change is -\$14,746 through FY 2025.

Anticipated reductions in open enrollment revenue and interest income are the main factors causing a reduction in Other Revenue for FY 2021. Minimal inflationary growth is expected in subsequent fiscal years.

2.070 - Total Other Financing Sources

Includes proceeds from sale of notes, state emergency loans and advancements, operating transfers-in, and all other financing sources like sale and loss of assets, and refund of prior year expenditures.

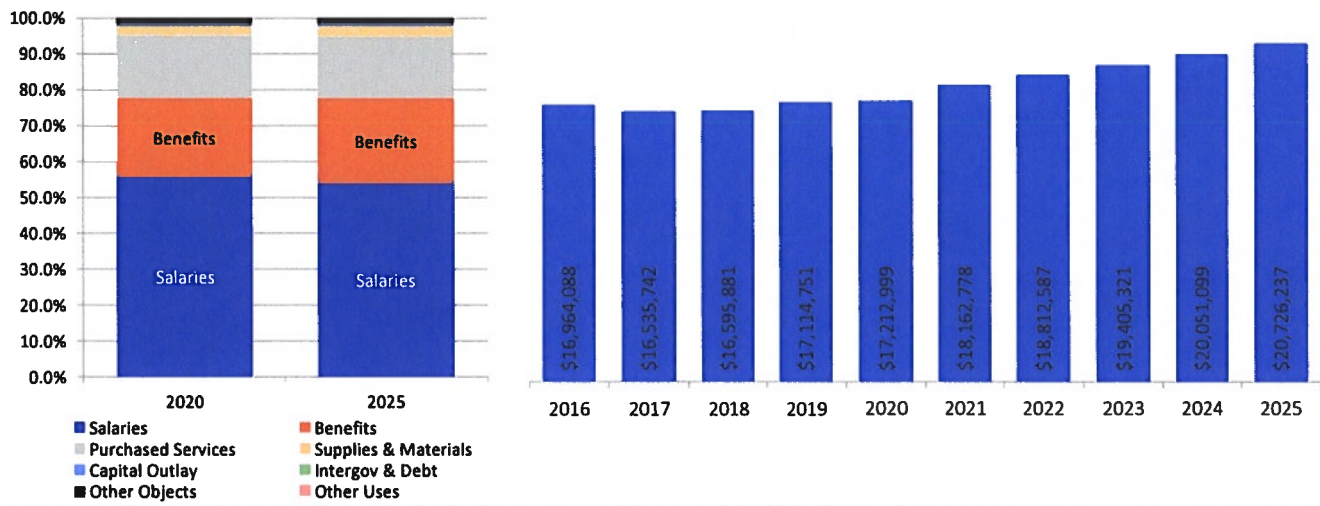


	FORECASTED					
	2020	2021	2022	2023	2024	2025
Transfers In	-	-	-	-	-	-
Advances In	-	-	-	-	-	-
All Other Financing Sources	58,354	170,336	55,336	55,336	55,336	55,336

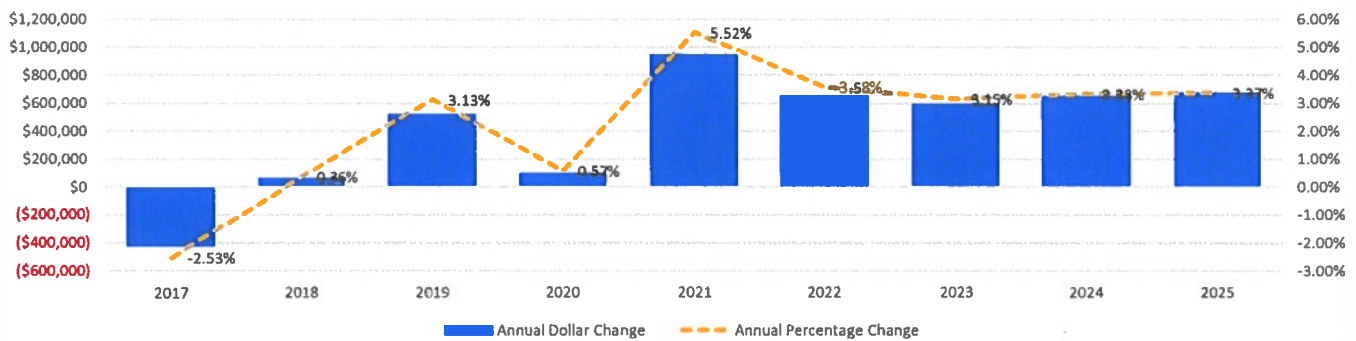
Other sources includes revenue that is generally classified as non-operating. It is typically in the form of advances-in which are the repayment of temporary loans made from the general fund to other district funds. In FY 2020 the district receipted \$0 as advances-in and is projecting advances of \$0 in FY 2021. The district also receives other financing sources such as refund of prior year expenditures in this category. The district is projecting that all other financing sources will be \$170,336 in FY 2021 and average \$55,336 annually through FY 2025.

Expenditure Categories and Forecast Year-Over-Year Projected Overview

Expenditure Categories Over Time



Year-Over-Year Dollar & Percentage Change



3-Year Historical Actual Average Annual Dollar Change Compared to 5-Year Projected

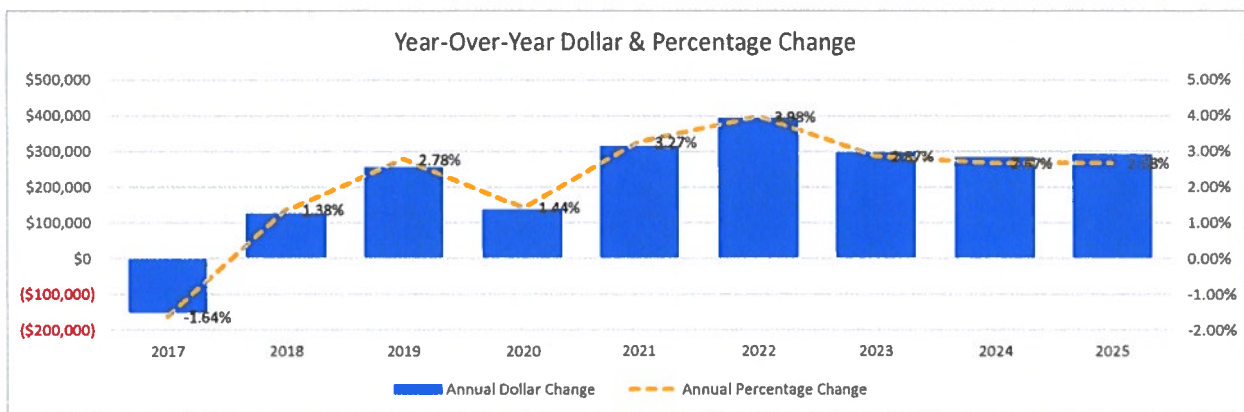
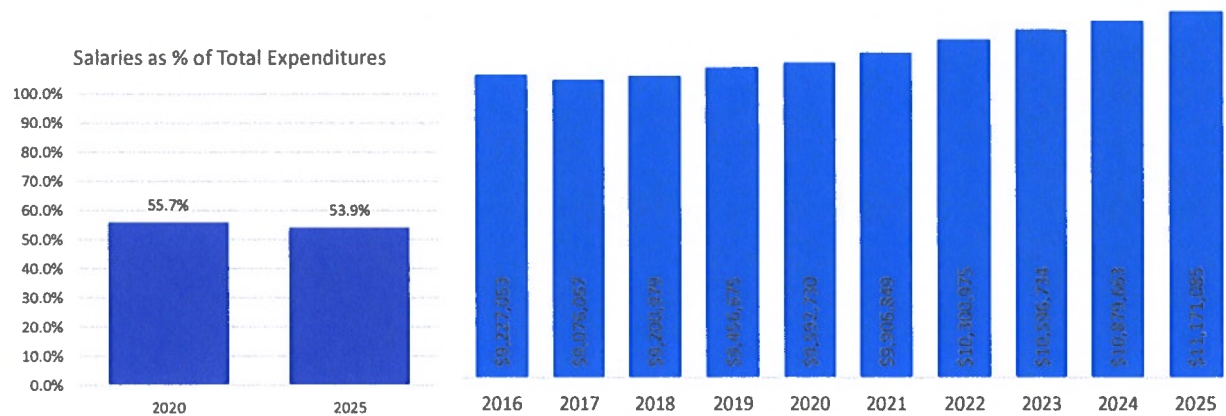
	Historical Average Annual \$ Change	Projected Average Annual \$ Change	Projected Compared to Historical Variance	Total expenditures increased 1.35% or \$225,752 annually during the past five years and is projected to increase 4.08% or \$702,648 annually through FY2025. Benefits has the largest projected average annual variance compared to the historical average at \$189,069.
Salaries	\$172,221	\$315,671	\$143,450	
Benefits	\$37,214	\$226,283	\$189,069	
Purchased Services	\$54,458	\$116,630	\$62,172	
Supplies & Materials	\$30,378	\$24,051	(\$6,327)	
Capital Outlay	(\$23,099)	\$14,804	\$37,904	
Intergov & Debt	\$0	\$0	\$0	
Other Objects	\$8,414	\$5,208	(\$3,206)	
Other Uses	(\$53,833)	\$0	\$53,833	
Total Average Annual Change	\$225,752 1.35%	\$702,648 4.08%	\$476,895 2.73%	

Note: Expenditure average annual change is projected to be > \$702,648

On an annual average basis, revenues are projected to grow slower than expenditures.

3.010 - Personnel Services

Employee salaries and wages, including extended time, severance pay, supplemental contracts, etc.



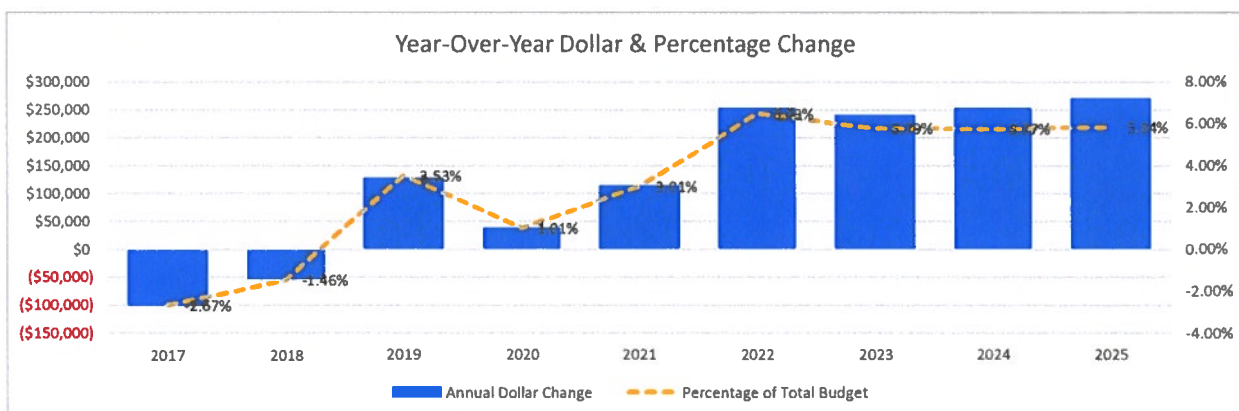
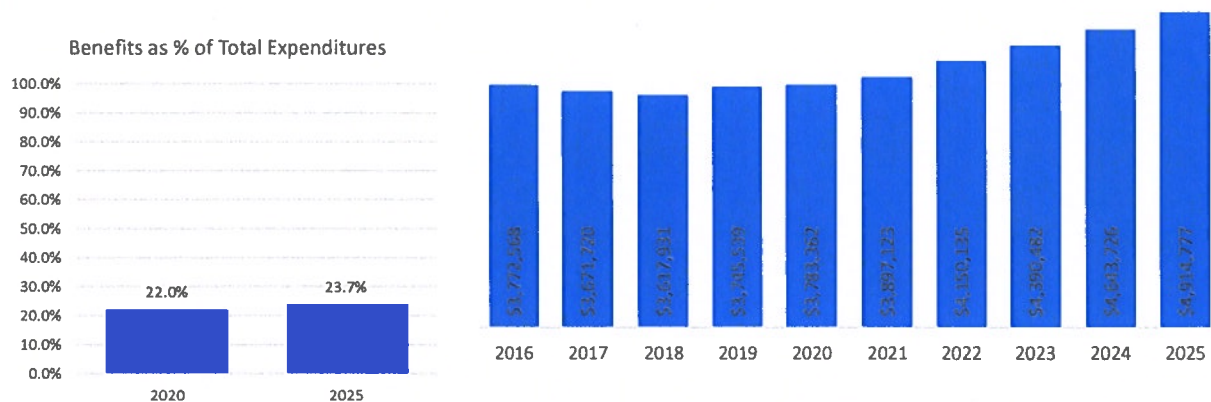
Salaries represent 55.73% of total expenditures and increased at a historical average annual rate of 1.86% or \$172,221. This category of expenditure is projected to grow at an average annual rate of 3.09% or \$315,671 through FY 2025. The projected average annual rate of change is 1.23% more than the five year historical annual average.

For FY 2021, the district included the addition of a nursing position and two health aides in the salary projections. In addition, the district decided to use the COVID Cares funds to salaries that would have been paid out of the General Fund this fiscal year. This is a one-time offset and these expenses will return to the General Fund in FY 2022. In addition, the district anticipates that the state wellness fund will continue, which are used to offset additional General Fund salaries. If these funds were to be discontinued, the district would need to adjust salary and benefit costs accordingly.

Salary projections also include increases for longevity steps and base wage increases that are inline with the fiscal capacity of the finances.

3.020 - Employees' Benefits

Retirement for all employees, Workers Compensation, early retirement incentives, Medicare, unemployment, pickup on pickup, and all health-related insurances.

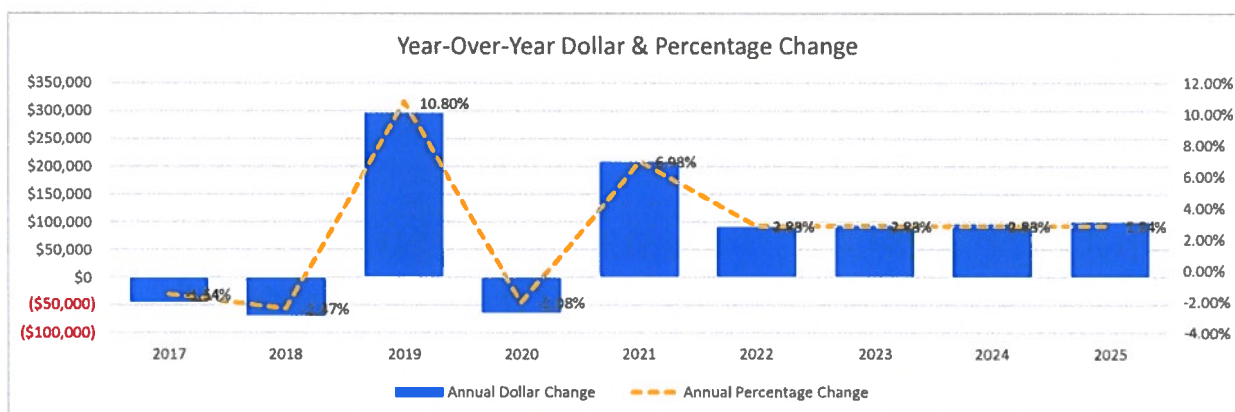
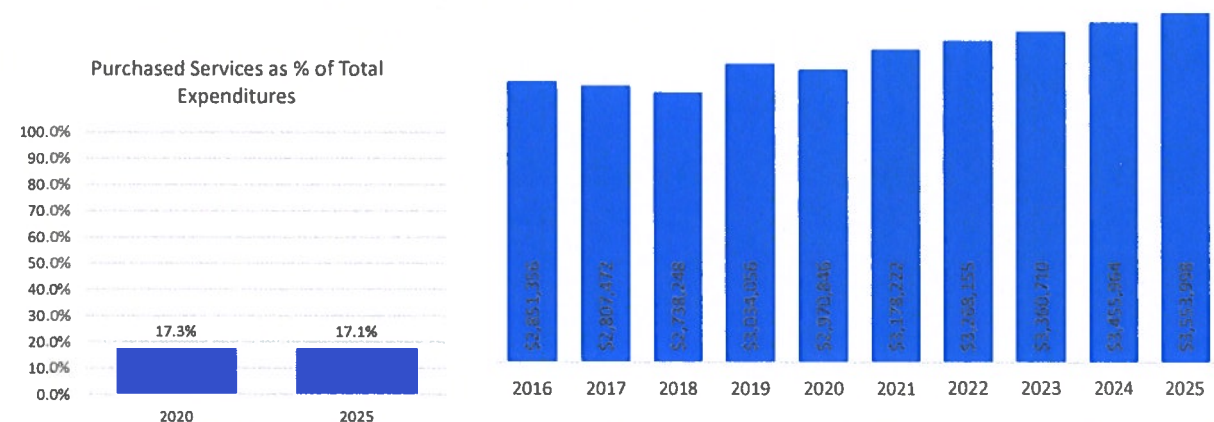


Benefits represent 21.98% of total expenditures and increased at a historical average annual rate of 1.02%. This category of expenditure is projected to grow at an annual average rate of 5.38% through FY 2025. The projected average annual rate of change is 4.36% more than the five year historical annual average.

For FY 2021, the district will not incur an increase in health insurance premiums. For future fiscal years, an increase of 8% annually is included in the forecast projections.

3.030 - Purchased Services

Amounts paid for personal services rendered by personnel who are not on the payroll of the school district, expenses for tuition paid to other districts, utilities costs and other services which the school district may purchase.

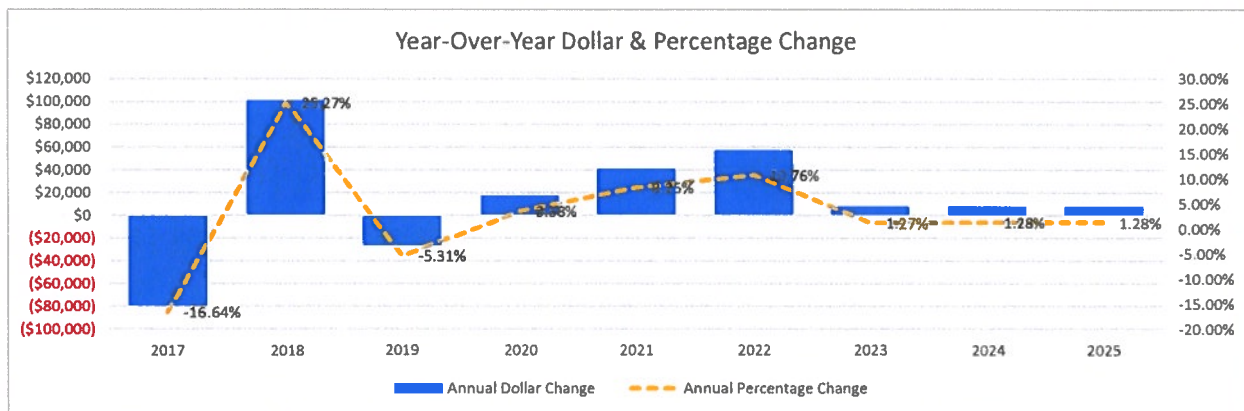
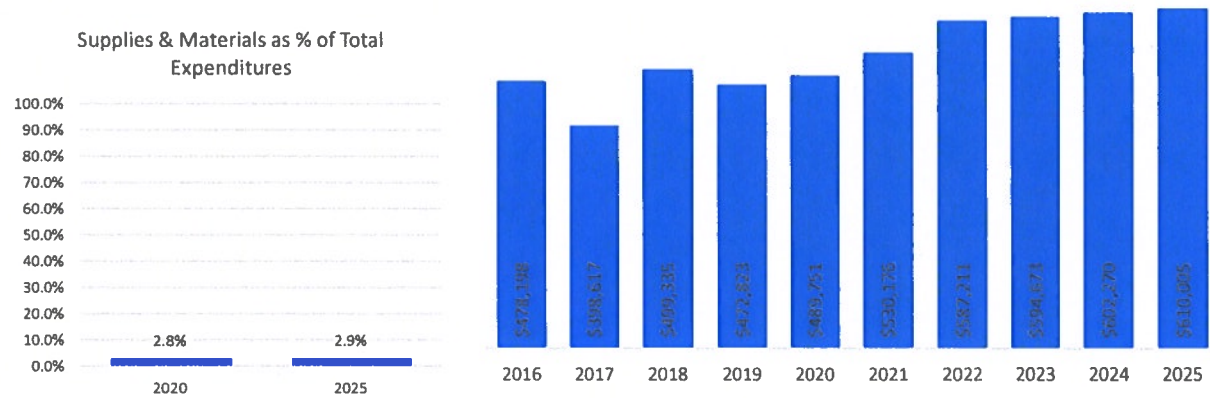


Purchased Services represent 17.26% of total expenditures and increased at a historical average annual rate of 2.08%. This category of expenditure is projected to grow at an annual average rate of 3.66% through FY 2025. The projected average annual rate of change is 1.58% more than the five year historical annual average.

During the COVID shutdown of FY 2020, the district experienced decreases in contracted services and utility costs. For FY 2021, these costs are projected to return to the FY 2019 levels. In addition, tuition related expenses are expected to increase for FY 2021 and continue to increase during the forecast period.

3.040 - Supplies & Materials

Expenditures for general supplies, instructional materials including textbooks and media material, bus fuel and tires, and all other maintenance supplies.

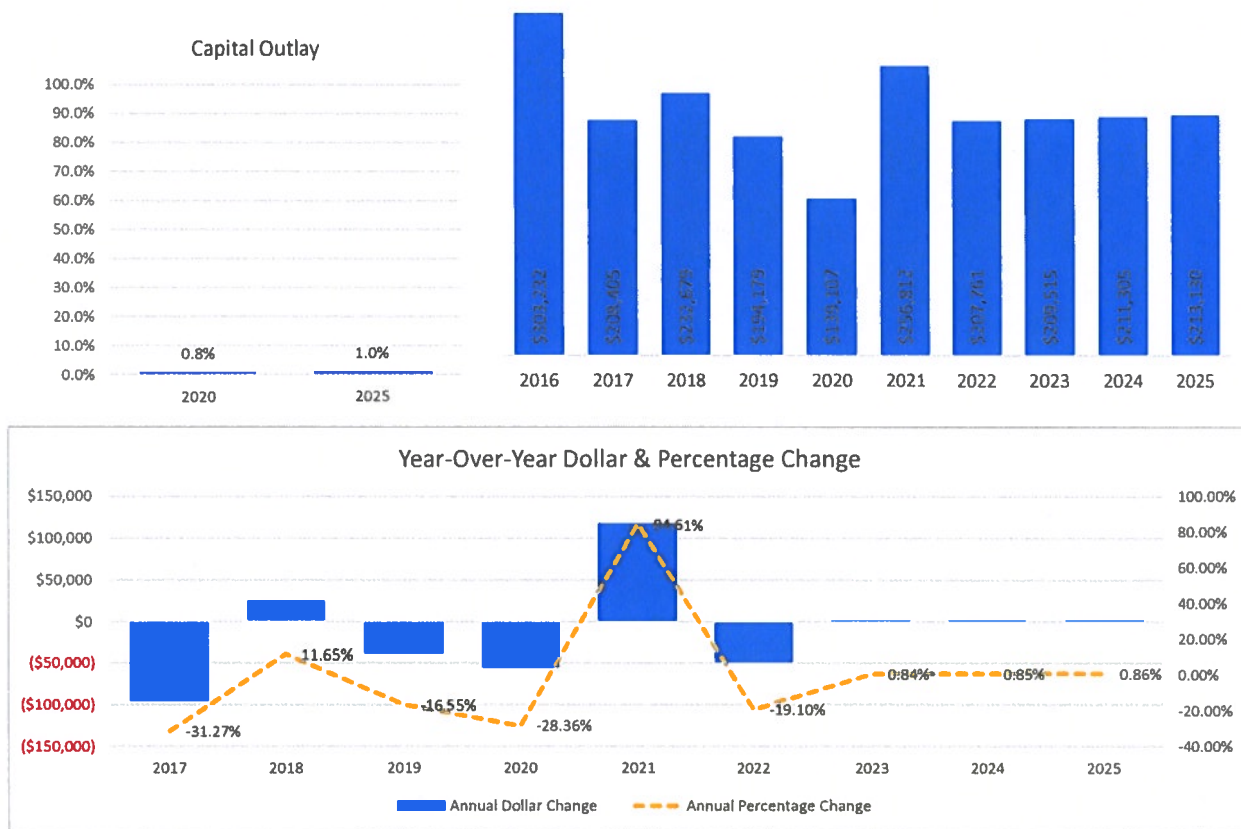


Supplies & Materials represent 2.85% of total expenditures and increased at a historical average annual rate of 7.85%. This category of expenditure is projected to grow at an annual average rate of 4.57% through FY 2025. The projected average annual rate of change is -3.28% less than the five year historical annual average.

Increases in instructional supply costs and text book purchases during the forecast period are the main factors causing the overall increase in supply costs for FY 2021 and FY 2022.

3.050 - Capital Outlay

This line includes expenditures for items having at least a five-year life expectancy, such as land, buildings, improvements of grounds, equipment, computers/technology, furnishings, and buses.

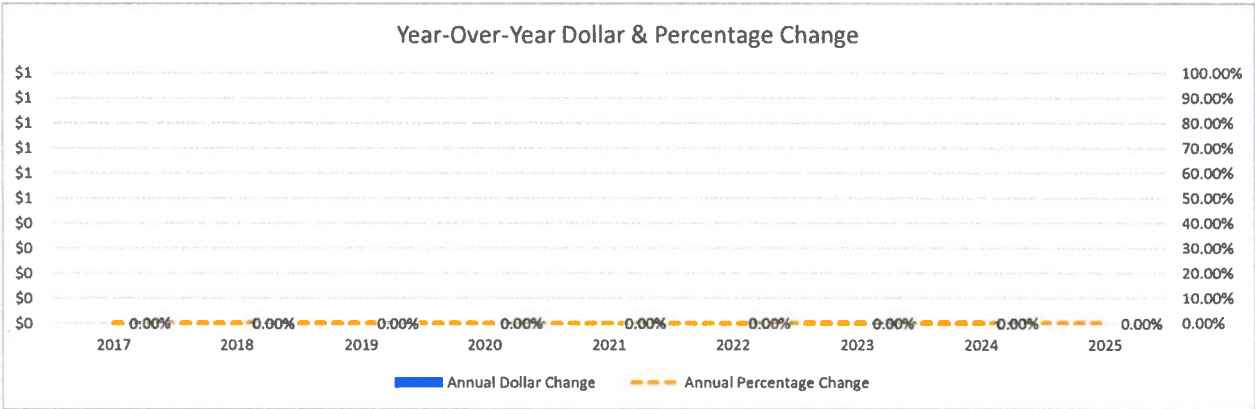
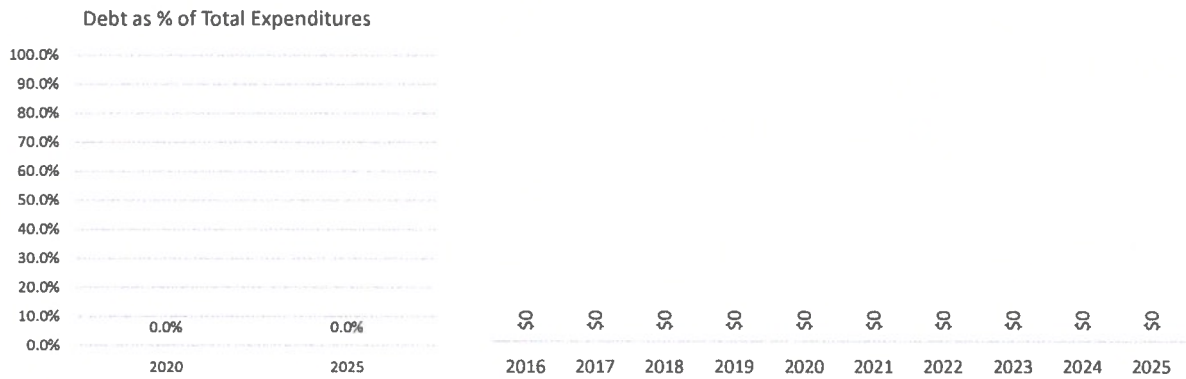


Capital Outlay represent 0.81% of total expenditures and decreased at a historical average annual amount of -\$23,099. This category of expenditure is projected to grow at an annual average amount of \$14,804 through FY 2025. The projected average annual change is more than the five year historical annual average.

Increases in technology related equipment and other equipment purchases will cause FY 2021 capital outlay expenses to increase by \$116,000. Equipment purchases are expected to drop to \$207,761 in FY 2022 and increase each year based on inflationary growth.

3.060-4.060 - Intergovernmental & Debt

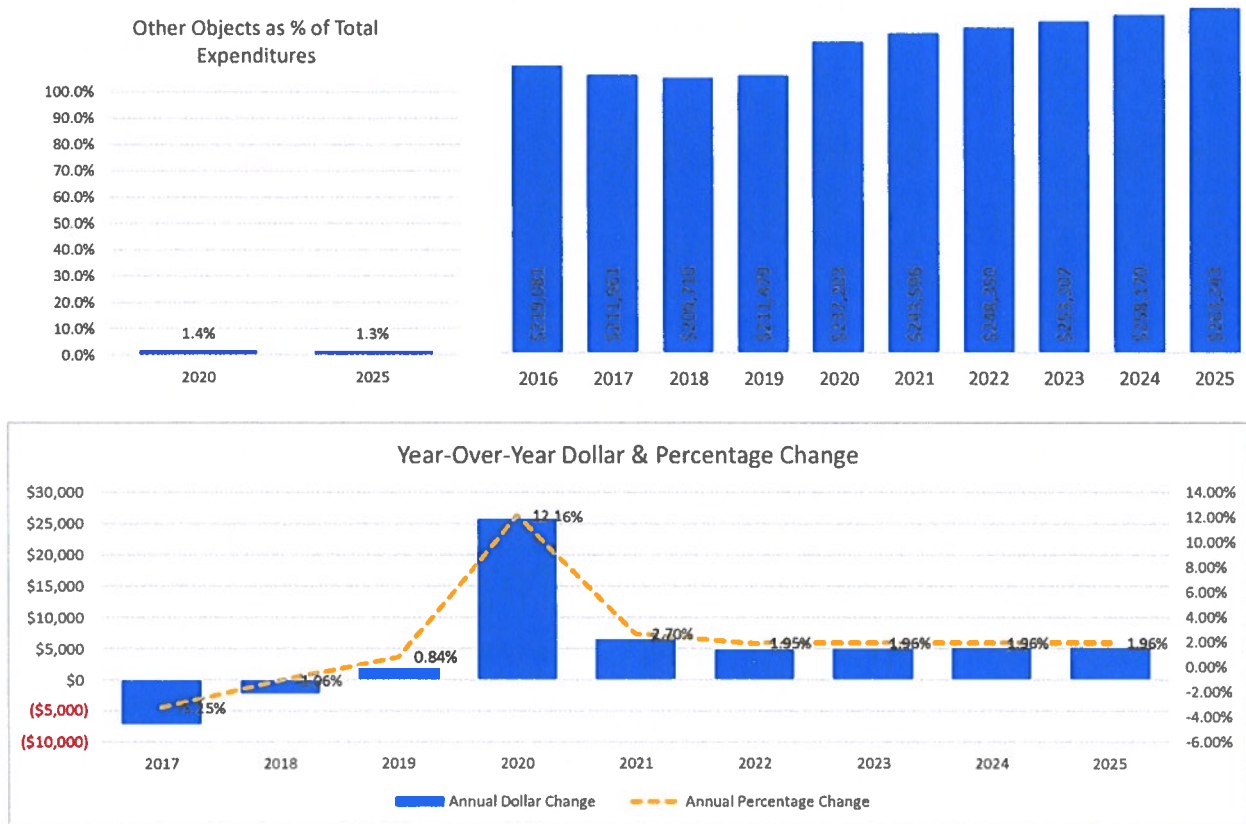
These lines account for pass through payments, as well as monies received by a district on behalf of another governmental entity, plus principal and interest payments for general fund borrowing.



The Intergovernmental/Debt expenditure category details general fund debt issued by the District.

4.300 - Other Objects

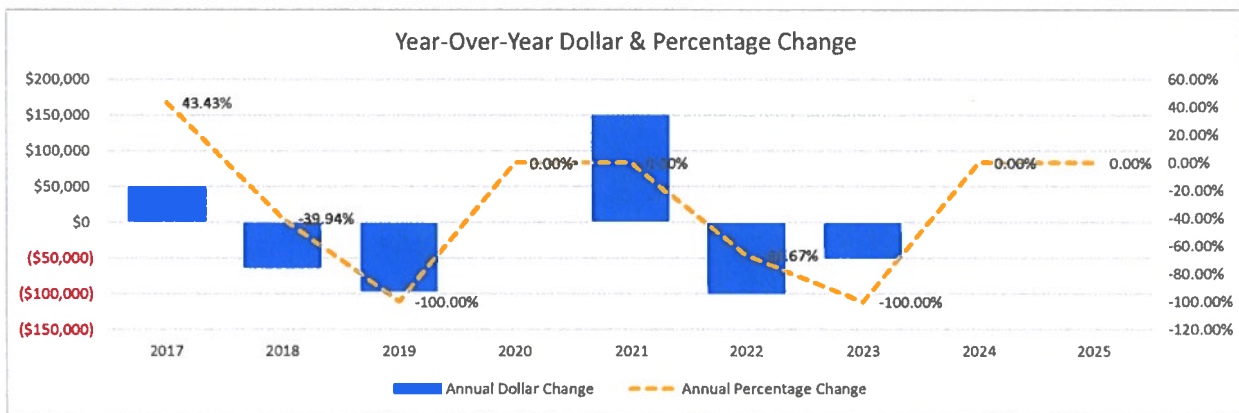
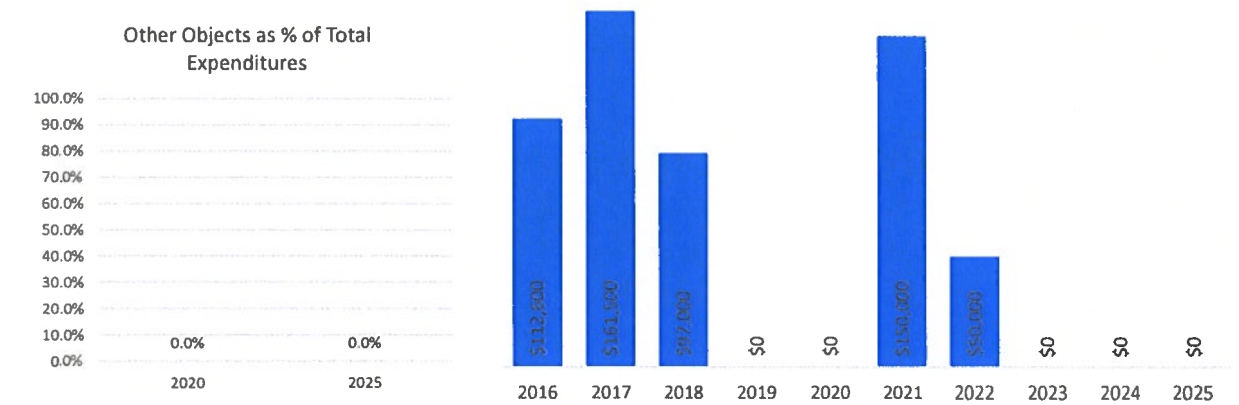
Primary components for this expenditure line are membership dues and fees, ESC contract deductions, County Auditor/Treasurer fees, audit expenses, and election expenses.



Other Objects represent 1.38% of total expenditures and increased at a historical average annual rate of 3.98%. This category of expenditure is projected to grow at an annual average rate of 2.11% through FY 2025. The projected average annual rate of change is -1.88% less than the five year historical annual average.

5.040 - Total Other Financing Uses

Operating transfers-out, advances out to other funds, and all other general fund financing uses.



		FORECASTED				
	2020	2021	2022	2023	2024	2025
Transfers Out	-	150,000	50,000	-	-	-
Advances Out	-	-	-	-	-	-
Other Financing Uses	-	-	-	-	-	-

Other uses includes expenditures that are generally classified as non-operating. It is typically in the form of advances-out which are then repaid into the general fund from the other district funds. In FY 2020 the district had no advances-out and has no advances-out forecasted through FY 2025. The district can also move general funds permanently to other funds and as the schedule above presents, the district has transfers forecasted through FY 2025. The table above presents the district's planned advances and transfers. The district can also have other uses of funds which is reflected in the table above.

Buckeye Local School District

Five Year Forecast

Fiscal Year:	Actual	FORECASTED				
	2020	2021	2022	2023	2024	2025
Revenue:						
1.010 - General Property Tax (Real Estate)	5,012,734	4,985,441	4,998,295	5,010,458	5,040,108	5,064,243
1.020 - Public Utility Personal Property	1,376,532	1,428,903	1,472,319	1,515,729	1,553,505	1,586,063
1.030 - Income Tax	-	-	-	-	-	-
1.035 - Unrestricted Grants-in-Aid	6,525,636	6,537,731	6,956,095	7,056,265	7,155,906	7,256,100
1.040 - Restricted Grants-in-Aid	196,435	197,834	197,834	197,834	197,834	197,834
1.050 - Property Tax Allocation	2,442,124	2,293,807	2,159,029	2,019,131	1,881,904	1,744,649
1.060 - All Other Operating Revenues	3,085,279	2,815,056	2,882,301	2,907,484	2,959,001	3,011,549
1.070 - Total Revenue	18,638,741	18,258,772	18,665,873	18,706,901	18,788,258	18,860,438
Other Financing Sources:						
2.010 - Proceeds from Sale of Notes	-	-	-	-	-	-
2.020 - State Emergency Loans and Adv	-	-	-	-	-	-
2.040 - Operating Transfers-In	-	-	-	-	-	-
2.050 - Advances-In	-	-	-	-	-	-
2.060 - All Other Financing Sources	58,354	170,336	55,336	55,336	55,336	55,336
2.070 - Total Other Financing Sources	58,354	170,336	55,336	55,336	55,336	55,336
2.080 - Total Rev & Other Sources	18,697,095	18,429,108	18,721,209	18,762,237	18,843,594	18,915,774
Expenditures:						
3.010 - Personnel Services	9,592,730	9,906,849	10,300,975	10,596,734	10,879,663	11,171,085
3.020 - Employee Benefits	3,783,362	3,897,123	4,150,135	4,390,482	4,643,726	4,914,777
3.030 - Purchased Services	2,970,846	3,178,222	3,268,155	3,360,710	3,455,964	3,553,998
3.040 - Supplies and Materials	489,751	530,176	587,211	594,673	602,270	610,005
3.050 - Capital Outlay	139,107	256,812	207,761	209,515	211,305	213,130
Intergovernmental & Debt Service	-	-	-	-	-	-
4.300 - Other Objects	237,203	243,596	248,350	253,207	258,170	263,243
4.500 - Total Expenditures	17,212,999	18,012,778	18,762,587	19,405,321	20,051,099	20,726,237
Other Financing Uses						
5.010 - Operating Transfers-Out	-	150,000	50,000	-	-	-
5.020 - Advances-Out	-	-	-	-	-	-
5.030 - All Other Financing Uses	-	-	-	-	-	-
5.040 - Total Other Financing Uses	-	150,000	50,000	-	-	-
5.050 - Total Exp and Other Financing Uses	17,212,999	18,162,778	18,812,587	19,405,321	20,051,099	20,726,237
6.010 - Excess of Rev Over/(Under) Exp	1,484,095	266,330	(91,378)	(643,084)	(1,207,505)	(1,810,464)
7.010 - Cash Balance July 1 (No Levies)	12,587,255	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713
7.020 - Cash Balance June 30 (No Levies)	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250
		Reservations				
8.010 - Estimated Encumbrances June 30	-	-	-	-	-	-
9.080 - Reservations Subtotal	-	-	-	-	-	-
10.010 - Fund Bal June 30 for Cert of App	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250
Rev from Replacement/Renewal Levies						
11.010 & 11.020 - Renewal Levies	-	-	-	-	-	-
11.030 - Cumulative Balance of Levies	-	-	-	-	-	-
12.010 - Fund Bal June 30 for Cert of Obligations	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250
Revenue from New Levies						
13.010 & 13.020 - New Levies	-	-	-	-	-	-
13.030 - Cumulative Balance of New Levies	-	-	-	-	-	-
15.010 - Unreserved Fund Balance June 30	14,071,350	14,337,680	14,246,302	13,603,218	12,395,713	10,585,250

**Buckeye Local Schools
ASHTABULA, OH 44004**

2020 SUPPLEMENTAL CONTRACT

This agreement entered into between the Buckeye Local board of Education, Ashtabula, Ohio, and
Kassandra Brand

WITNESSETH:

The said Kassandra Brand of 420 North Spruce Street, Jefferson, Ohio 44047, hereby agrees to serve as a Treasurer in Training from November 11, 2020 through November 30, 2020, and further agrees to carry out the assignment and duties of the job assigned, as needed/as scheduled, not to exceed 10 days of service, and maintain the policies adopted by such Board for the government of schools in said district.

In consideration of such services, the said Board of Education agrees to pay the said Kassandra Brand the Daily rate of \$300.00.

This agreement entered into at Ashtabula, Ohio this 5 day of November 2020.

Buckeye Local board of Education

President

Treasurer

Both copies of this contract must be signed and returned within fifteen (15) days of receipt to the Superintendent's Office located at 3436 Edgewood Drive, Ashtabula, OH 44004. One copy will be returned to you after all signatures have been obtained.

TREASURER'S CONTRACT BUCKEYE LOCAL SCHOOL DISTRICT

This employment contract is entered into pursuant to R.C. 3313.22 by and between the Board of Education of The Buckeye Local School District, hereinafter called "Board" and **Kassandra Brand**, hereinafter called "Treasurer". The Board and Treasurer herein specified, agree as follows:

1. TERM OF CONTRACT

The Board in accordance with its action as found in the minutes of its meeting held the 17th of November 2020 hereby appoints **Kassandra Brand** to serve as the District's Treasurer, and **Kassandra Brand** hereby accepts employment as Treasurer, for a period of five (3.5) years, commencing on December 1, 2020 and ending July 31, 2024. Inclusive in these dates are 260 work days per year.

PROFESSIONAL CERTIFICATION

The Treasurer shall maintain, and furnish to the Board evidence of her maintaining, throughout the term of this contract, a valid license to act as Treasurer of this District in accordance with the laws of the State of Ohio.

2. DUTIES

The Treasurer shall perform the duties specified in the laws of the State of Ohio and as set forth in the Job Description for the Treasurer adopted by the Board; as such Job Description may be amended from time to time during the term of this contract. Such Job Description, as so amended, if amended, is incorporated in this contract by reference. The Treasurer shall have all powers and obligations conferred and imposed upon treasurers by R.C. Title 33 and all other statutes relating to the powers and qualifications of treasurers, and shall abide by all lawful policies, rules, and regulations adopted by the Board. The Treasurer shall direct and assign fiscal employees of the District as designated by the Board. The Treasurer may not be transferred to another position during the period of employment or re-employment except where the parties mutually agree.

3. COMPENSATION

Base: --The Board shall pay the Treasurer a salary at an annual rate of \$68,000 for the period December 1, 2020 through July 31, 2024 payable in accordance with the schedule of salary payments in effect for other administrative personnel.

4. OTHER COMPENSATION

A. The Board shall pay the employer's share of SERS contributions required by law. In addition, the Board shall "pick-up" (pay directly) the employee's share of the Treasurer's total retirement contribution to the State Employees Retirement System on behalf of the Treasurer, plus all retirement contributions on this picked-up amount. During the term of this contract, this pick-up shall be a condition of the Treasurer's employment in the School District and shall not be at the Treasurer's option. It is the intention of the parties that this pick-up amount be included in the Treasurer's compensation for the purpose of calculating retirement benefits. It is also the intention of the parties that this pick-up, together with contributions on the pick-up, be made with respect to all compensation provided under this contract, consistent with prevailing law and SERS regulations, unless otherwise specifically provided herein.

B. The Board agrees to pay the employee portion of the Medicare payroll tax (currently 1.45% of salary).

- C. The Board agrees to reimburse the Treasurer for actual and necessary expenses incurred by the Treasurer in conjunction with performance of her duties in that capacity consistent with the limits of appropriations for such expenditures by the Board.

5. VACATION, INSURANCE, AND OTHER BENEFITS

- A. The Treasurer shall be granted vacation leave at the rate of twenty (25) days per contract year; prorated for partial years, exclusive of legal holidays. Treasurer may elect to receive a cash payment (subject to appropriate withholdings) at her per diem rate for up to ten (10) unused vacation days per contract year. All other vacation days must be used during the contract year or they are considered forfeited. Unused vacation days may not be carried forward from one contract year to the next.

Upon separation from employment, the Board shall compensate the Treasurer at her current per diem rate of pay for all accrued and unused vacation leave.

- B. When this agreement uses the term 'per diem' that term means all of the Treasurer's earnings for the applicable full contract year as set for in Section 4 above, divided by two hundred twenty-four (224) days.
- C. The Treasurer also shall be provided family or individual coverage on health insurance, including comprehensive medical, dental and vision coverage consistent with other licensed staff members.
- D. The Treasurer shall be entitled to sick leave of fifteen (15) days per year, prorated.
- E. The Board shall pay for the Treasurer's full membership in the Ohio Association of School Business Officials (OASBO) during the term of this Agreement.
- F. The Treasurer shall be entitled to five (5) days of personal leave, prorated, per school year.
- G. The Board shall purchase a term life insurance policy on behalf of the Treasurer with a PME hundred thousand dollar (\$100,000) death benefit
- H. The Treasurer shall be entitled to legal holidays, in accordance with the Board's adopted school calendar for administrators.

6. DAYS TO BE WORKED

The Treasurer's rate of pay shall be calculated on the basis of two hundred sixty (260) working days per contract year. The Treasurer shall devote such time and energies as are necessary to perform the duties specified in this contract. These duties will generally be performed during normal business hours, but it is expressly recognized and agreed that the duties of this position will require the Treasurer to work during times other than normal business hours.

7. INCAPACITY

This Section supplements the provisions of R.C. 3313.23. If the Board has reason to believe the Treasurer is physically or mentally incapacitated, the Board may require the Treasurer to undergo a comprehensive medical or psychiatric examination to be conducted by a physician appointed by the Board. If there is a finding of incapacity, a report certifying the incapacity shall be filed with the Board President and shall be treated as confidential information. The cost of the medical report shall be paid by the Board.

If the report concludes the Treasurer is physically or mentally incapacitated to such an extent that, with or without reasonable accommodation, the Treasurer will be unable to perform her essential job functions, and that such incapacity will, with a reasonable degree of medical certainty, continue for a period of twelve (12) months or to the end of the term of this contract, whichever is shorter, the Board

may, exercising its good-faith discretion, terminate this contract consistent with Section 12 hereof and all obligations herein shall end, except that Section 11 hereof shall not be invalidated by such termination.

8. PROFESSIONAL DEVELOPMENT

The Board encourages the continuing professional growth of the Treasurer through her participation, as she may determine in view of her responsibilities as Treasurer, in activities including the following:

- A. the operations, programs, and other activities conducted or sponsored by local, state and national associations of school administrators, treasurers, finance officers and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Treasurer to perform her professional responsibilities for the Board.

The expenses of said attendance will be incurred by the District, subject to Board appropriations.

9. TRANSPORTATION AND TRAVEL EXPENSES

In accordance with Board policies in effect from time to time, the Board shall reimburse the Treasurer for all actual and necessary transportation, travel, and travel-related expenses required in the performance of her official duties under this Contract, consistent with the limits for appropriation of such expenses as established by the Board.

10. EVALUATION

The Board shall evaluate the Treasurer in accordance with procedures adopted by the Board. The Board shall consider an evaluation based upon those procedures in deciding whether to renew the Treasurer's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment.

11. CONTRACT TERMINATION OR NON-RENEWAL

This contract may be terminated by:

- Mutual agreement of the parties;
- Retirement, incapacity, or death of the Treasurer;
- Termination as provided in R.C. Section 3313.22; or
- Failure of the Treasurer to maintain a valid license.

Non-renewal of this contract shall be governed by the terms of R.C. Section 3313.22

12. INDEMNIFICATION

The Board agrees to defend, hold harmless and indemnify the Treasurer from any and all demands, claims, suits, actions and legal proceedings brought against the Treasurer in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while the Treasurer was acting in good faith and not outside the scope of this or her employment or performance of official responsibilities. This indemnification includes all civil demands, claims, suits and legal proceedings, whether threatened or instituted, that arise from her employment, with the good-faith belief that such conduct was lawful and in the best interests of the District.

The Board's liability under this Section shall not exceed the amount provided by insurance purchased by the Board for this purpose or the amount appropriated by the Board for this purpose, whichever is greater. In no case will individual board members be considered personally liable for indemnifying the Treasurer

against such demands, claims, suits, actions and legal proceedings. It is expressly recognized the duty to defend under this Section applies to civil actions, administrative proceedings or legal proceedings threatened or commenced by or on behalf of the State of Ohio, or a political subdivision of the State of Ohio.

13. BOND

As a condition of employment, the Treasurer shall execute a bond, in an amount and with surety approved by the Board, conditioned for the faithful performance of her duties. The cost of such bond is to be paid by the District.

14. TREASURER'S REPRESENTATIONS

For and in consideration of the salary and fringe benefits herein provided, the Treasurer represents that all information supplied to the board by her in connection with her employment is accurate to the best of her knowledge and that she has been notified as required by R.C. Section 3309.53 of all duties and obligations under R.C. Chapter 3309, pertaining to the School Employees Retirement System, as a condition of her employment.

15. SAVINGS CLAUSE

If any portion of this contract is deemed to conflict with state or federal law, the remainder of the contract shall remain in force and effect.

BOARD OF EDUCATION OF THE BUCKEYE LOCAL SCHOOL DISTRICT

Shannon Pike, President

Date_____

Kassandra Brand, Treasurer

Date_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the **BUCKEYE LOCAL SCHOOL DISTRICT** (Board of Education), and the **BUCKEYE EDUCATION ASSOCIATION** (Association), this ____ day of _____, 2020.

WHEREAS, the Board of Education and Association have entered into a collective bargaining agreement (CBA), which is in effect from July 1, 2020 through June 30, 2021; and

WHEREAS, The parties entered into certain agreements with regard school make up days set forth in their contract in Article X Section I : and

WHEREAS, the parties intend to modify and amend the terms of their current CBA in the manner hereinafter set forth, and further agree that all remaining sections of the CBA that are not inconsistent herewith shall remain in full force and effect; and

WHEREAS, the parties have set forth their entire agreement with regard to the subject matter hereinafter addressed.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. Effective for the 2020-2021 school year, the Board and the Association agree that should a calamity day be called each teacher shall provide either asynchronous or synchronous activities that are appropriate to their level and class and available to their students at home;
2. Should a calamity day be called for the day of the calamity teachers shall not be required to be in the school buildings, but they will be available to answer emails, in a reasonable amount of time, from parents, students, and administrators during their regular school day;
3. These calamity days shall constitute working days, and therefore, there will be no need to schedule any make up days for the 2020-2021 school year;
4. The parties agree that this agreement is a non-precedent setting one time agreement and shall not be used in any manner for future determination of members work load, or any other application of any members rights afforded to them through the collective bargaining agreement.
5. This MOU and the language set forth above shall automatically expire, with no further action of the Parties, on June 30, 2021 and shall have no effect upon the parties following that date.
6. Finally, it is agreed that the terms and conditions hereinbefore set forth constitute the entire agreement among the parties relating to the matter involving the scheduling of make up days for the 2020-2021 school year. The parties further agree that any changes or modifications to this MOU must be reduced to writing and be signed by all of the parties.

For the Association

BY: Julie M Phares
Association's President

For the Board of Education

BY: Patrick E. Colucci, Jr.
Buckeye Local Superintendent