

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
May 14, 2018**

The Field Local School District Board of Education held its Regular Meeting on Monday, May 14, 2018 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:00 P.M.

- **Pledge of Allegiance**
- **Silent Meditation**
- **Roll Call**

Steve Calcei-Yes, Julie Kline-Yes, Laura May-Yes, Larry Stewart-Yes, Randy Porter-Yes
Student Representative-Abby Mortimer-Yes

Member Calcei moved, seconded by Member Stewart that the Field Local Board of Education approve the minutes from the April 16, 2018 regular meeting. 18-0028
Roll Call: Calcei-Yes, Stewart-Yes, Kline-Yes, May-Yes, Porter-Yes.
President declared the motion carried

Member May moved, seconded by Member Porter that the Field Local Board of Education adopt the following agenda for the May 14, 2018 regular meeting. 18-0029
Roll Call: May-Yes, Porter-Yes, Calcei-Yes, Kline-Yes, Stewart-Yes.
President declared the motion carried

Student Representative Report – Field’s drama department just came off a successful season, their latest musical was definitely a hit with the community. Under the direction of Arwen Smith, the program will continue to prosper for years to come. /The track team just recently competed at the Portage Trail Conference. Many runners, throwers and jumpers will advance to next week’s tournament in Salem. Our school is proud of these talented athletes that have helped put Brimfield and Suffield on the map./Speaking of pride, our softball and baseball teams have had spectacular seasons, and are preparing to go into tournaments./The junior and senior prom is this upcoming weekend at the Kent State Ballroom, and the junior class officers have been very busy putting together a spirit week and an after-prom activity at cedar point./Our seniors only have about two weeks left of their high school career. They’ve had the opportunity to see a presentation at Hiram College about drinking and driving and were able to see a theatrical performance of Macbeth with the English department. They will walk across the stage at graduation on June 4th. /The administration also successfully tested an innovative idea in our school. This idea is the “falcon period”, a 50 minute time block in the middle of the day that students can use to meet with club advisors, make up tests, or get a head start on their homework. There will be one more test run at the end of May, so that students can get used to it before it is implemented next year.

Superintendent’s Report - Mr. Heflinger commented that there are no legislative updates. Due to the primaries, they have not met for over a month and are not scheduled to start back until later this week. Mr. Heflinger introduced Field’s new Elementary Assistant Principal, Brian Callahan. Brian comes highly recommended from Aurora and was a unanimous choice. Mr. Heflinger also discussed and

provided further clarification on a few agenda related contracts as well as many new and exciting hires for the district. From the results of the levy, Mr. Heflinger expressed that the need has not changed. The district is not planning on making any cuts for the 2018-2019 school year and we will not harm our kids' education or opportunities as a result of the levy failure.

Mr. Carpenter commented on the Five Year Forecast revision stating that the districts revenue was slightly up for the year. However, the districts capital improvement expenses will be higher due to parking lot repairs at both Brimfield and Suffield and the dire need to update the district's bus fleet. On a positive note, the districts hospitalization increase for next year has come in lower than projected. Taking everything into consideration, the district will still make it through the 2018-2019 school year as we have been informing the community.

Legislative Liaison Report – Mr. Stewart commented on Senate Bill 216 Public Deregulation Act which would reduce State Mandates and increase local control. However, at this point it looks like this might be delayed until 2019-2020 school year.

- **Recognition of visitors**

Public participation is encouraged during this portion of the Field Local business meeting. If you have questions, suggestions, or concerns, your first contact should be with the teacher or principal at the school building level. If you are not satisfied with the response you may contact the superintendent. By following this procedure, you will generally receive a prompt, informed response. The Board of Education recognizes the value of public comment on educational issues and the importance of allowing citizens to present helpful suggestions for the school district. Public participation at board meetings is governed by the following guidelines:

Public comment is permitted during the recognition of visitors portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation, if appropriate. Each speaker is limited to three minutes and may not speak twice on the same subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

(R.C.3313.20 Board Policy | Chapter 1 - Board of Education | Policy 1.16 | Adopted August 10, 2015)

Member May moved, seconded by Member Stewart that the Field Local Board of Education approve the consent agenda as presented. 18-0030

Roll Call: May-Yes, Stewart-Yes, Calcei-Yes, Kline-Yes, Porter-Yes.

President declared the motion carried

CONSENT AGENDA

Superintendent Items

- **Awarding of Certified Contracts** – The Superintendent recommends that the Field Local Board of Education award contracts to certificated personnel. Rate of pay per FLTA Negotiated Agreement.
- Award one year limited teaching contracts for the 2018-2019 school year.

| <u>Name</u> | <u>Degree</u> | <u>Experience</u> | <u>Step</u> |
|--------------------|----------------------|--------------------------|--------------------|
| Maria Beech | B+15 | 3 | 3 |
| Chelsey Carpenter | B+15 | 2 | 2 |
| Elise Gregory | B/150 | 3 | 3 |
| Chelsea Luli | M | 3 | 3 |
| Julia Marks | M+15 | 7 | 7 |
| Anthony Pulice | B/150 | 7 | 7 |
| Rebecca Schlegel | B | 4 | 4 |
| Evan Tutak | B/150 | 1 | 1 |
| Holly Kear | B+15 | 4 | 4 |
| Meghan Rooney | B | 1 | 1 |
| Taylor Gosseck | B | 2 | 2 |
| Frinett Broski | B/150 | 3 | 3 |
| Marissa Kelsey | B+15 | 3 | 3 |
| Lauren Patty | M | 11 | 11 |
| Jessica Havallo | B/150 | 5 | 5 |

- Award three year limited teaching contracts for the 2018-2019 school year. Rate of pay per FLTA Negotiated Agreement.

| <u>Name</u> | <u>Degree</u> | <u>Experience</u> | <u>Step</u> |
|--------------------|----------------------|--------------------------|--------------------|
| Cortney Schrank | B | 3 | 3 |
| Amy Schroeder | B/150 | 4 | 4 |
| Theresa Combs | B+15 | 8 | 7 |
| Elise Gall | M+15 | 5 | 5 |
| Scott Wilson | M | 6 | 6 |
| Elizabeth McHenry | M | 8 | 8 |
| Jenna Ramskugler | M | 4 | 4 |
| Brett Koch | B+30 | 5 | 5 |

- Award five year limited teaching contracts for the 2018-2019 school year. Rate of pay per FLTA Negotiated Agreement.

| <u>Name</u> | <u>Degree</u> | <u>Experience</u> | <u>Step</u> |
|--------------------|----------------------|--------------------------|--------------------|
| David Irland | B | 10 | 10 |

A. Eligibility for a continuing contract:

A continuing contract is one that is in effect until the teacher resigns, elects to retire or is retired pursuant to 3307.37 of the Revised Code, or until it is terminated or suspended and shall only be granted to teachers who meet the qualifications under the law and any applicable provisions of the Master Agreement. Each teacher who has met the eligibility requirements under the law and who notified the Board of his or her eligibility by October 1 as stated in the Master Agreement will be recommended for a continuing contract.

For each teacher, the Board may accept or reject the recommendation. If the Board rejects the recommendation for a continuing contract, the Board must do so by a three-fourths majority of its full membership.

If the Board rejects the recommendation for a continuing contract for a teacher, there will be an opportunity to recommend that the teacher be re-employed under an extended limited contract of one or two years.

Rebecca Metz Degree: M Experience: 10 Step: 10

Pursuant to Ohio Revised Code Section 3319.11(B) (1), I recommend that the Board re-employ Rebecca Metz under a continuing contract.

- **Employment** – The Superintendent recommends that the Field Local Board of Education employ/approve the following pending completion of proper paperwork:

Administrative Employment

1. Brian Callahan, Assistant Principal-Brimfield & Suffield Elementary effective August 9, 2018.

Two year contract Administrative Salary Schedule-Step 0 Rate of pay: \$65,920.00

Certified Employment

2. Lacey Miller, Intervention Specialist at the High School effective August 22, 2018.

One year contract Masters Degree Step 0 Rate of pay: \$40,049.00

3. Melanie Crookston, Extended School Year Speech/Language services at \$38.00 per hour for the 2017-2018 & 2018-2019 school years.
4. Elise Gall, Extended School Year teaching services at \$25.00 per hour for the 2017-2018 and 2018-2019 school years.
5. Randall Ewing, Classified Substitute Worker effective May 2, 2018 for the remainder of the 2017-2018 school year.

6. Dinah Mileski, Bus Driver (Bus #5) beginning with the 2018-2019 school year effective August 22, 2018. Rate of pay per Negotiated Agreement.

7. Carrie Morgan, American Sign Language Certified Teacher-High School effective August 22, 2018. Rate of pay per Negotiated Agreement.

One year contract Masters Degree Step 0 Rate of pay: \$40,049.00

8. Caity Russ, Intervention Specialist-Suffield effective August 22, 2018.

One year contract B/150 Degree Step 0 Rate of pay: \$36,209.00

9. Caity Russ, Intervention Specialist-Suffield effective May 21, 2018 for the remainder of the 2017-2018 school year.

Interim contract Rate of pay: \$2,770.22

10. David Patton, Certified Teacher-High School effective May 21, 2018 for the remainder of the 2017-2018 school year.

Interim contract Rate of pay: \$2,770.22

11. Kevin Sisak, Intervention Specialist-Middle School effective August 22, 2018. Rate of pay per Negotiated Agreement.

One year contract MA Degree Step 9 Rate of pay: \$53,873.00

Non-Certified Employment

Ellen Arena, one year contract for the 2017-2018 school year as Athletic Support staff effective July 2017 through June 2018 at \$25.00 per game for a total of \$525.00.

- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following beginning with the 2018-2019 school year.

Supplemental – Academic

Jessica Havallo-Vocal Music Director
1 year experience, 1 year contract \$683.00

Taylor Gosseck-Middle School Art
1 year experience, 1 year contract \$683.00

Katie Tannert-Elementary Art
3 years experience, 2 year contract \$683.00

| | |
|--|------------|
| Christine Pope-Primary Dept. Head-Brimfield 1 year experience, 1 year contract | \$1,025.00 |
| Christina Kruse-Middle School Math Dept. Head 5 years experience, 2 year contract | \$1,025.00 |
| Samantha Wilson-Health/PE Dept. Head 1 year experience, 1 year contract | \$1,025.00 |
| Elizabeth McHenry-Middle School English Dept. Head 1 year experience, 1 year contract (50%) | \$512.50 |
| Mike McKinney-Middle School Social Studies Dept. Head 7 years experience, 2 year contract | \$1,025.00 |
| Evie Loftin-Middle School Science Dept. Head 3 years experience, 2 year contract | \$1,025.00 |
| Elizabeth McHenry-Spelling Bee Coordinator 2 years experience, 1 year contract | \$229.00 |
| Laura Goldman-Middle School Nat'l Honor Society 2 years experience, 1 year contract | \$229.00 |
| Drexie Frech-Elementary Music 3 years experience, 2 year contract | \$683.00 |
| Amy Madden-Elementary Art 3 years experience, 2 year contract | \$683.00 |
| Amy Madden-Art Department Head 5 years experience, 2 year contract | \$1,025.00 |
| <u>Supplemental – Athletic</u> | |
| Brett Koch-Varsity Golf Coach 1 year experience, 1 year contract | \$3,075.00 |
| Levi Miller-Fall Fitness 3 years experience, 2 year contract | \$1,025.00 |
| Levi Miller-Winter Fitness (50%) 3 years experience, 2 year contract | \$512.50 |
| Brett Koch-Varsity Asst. Baseball Coach 3 years experience, 2 year contract | \$3,075.00 |
| George Wetzel-Middle School Head Football Coach 18 years experience, 2 year contract | \$3,075.00 |

| | |
|--|------------|
| Ed Conroy-Varsity Cross Country Coach 24 years experience, 2 year contract | \$6,560.00 |
| Becky Scott-Varsity Asst. Cross Country Coach 3 years experience, 2 year contract | \$3,075.00 |
| Ed Conroy-Head Varsity Track Coach 18 years experience, 2 year contract | \$7,653.00 |
| George Wetzel-Varsity Asst. Track Coach 7 years experience, 2 year contract | \$3,444.00 |
| Danielle Huddleston-Varsity Asst. Track Coach 2 years experience, 1 year contract | \$3,075.00 |
| Levi Miller-Varsity Asst. Track Coach 3 years experience, 2 year contract | \$3,075.00 |
| Mike McKinney-Middle School Head Track Coach 7 years experience, 2 year contract | \$3,061.00 |
| Tina Kruse-Middle School Asst. Track Coach 12 years experience, 2 year contract | \$2,788.00 |
| Miranda Titko-JV/Asst. Girls Soccer Coach 2 years experience, 1 year contract | \$2,221.00 |
| Dan Battaglia-JV/Asst. Softball Coach 3 years experience, 2 year contract | \$3,075.00 |
| Dan Battaglia-JV/Asst. Volleyball Coach 3 years experience, 2 year contract | \$3,075.00 |
| Elise Gall-8 th Gr. Volleyball Coach 1 year experience, 1 year contract | \$2,050.00 |
| Meghan Rooney-8 th Gr. Girls Basketball Coach 1 year experience, 1 year contract | \$2,050.00 |

The positions below have been posted and offered to those employees of the district who have a certificate of a type described in Section 3319.22 of the Ohio Revised Code and no such employee qualified to fill the position has accepted. The position has been advertised as available to any individual with such a certificate who is qualified to fill the position and is not employed by the board, and no such person has applied for and accepted the position

- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following beginning with the 2018-2019 school year.

Supplemental – Athletic

| | |
|---|------------|
| Clifford Gulley-8 th Gr. Boys Basketball Coach 1 year experience, 1 year contract | \$2,050.00 |
| Juan Barreto-Varsity Boys Soccer Coach 1 year experience, 1 year contract | \$4,100.00 |
| Dru Pifel-JV/Asst. Boys Soccer Coach 1 year experience, 1 year contract | \$2,221.00 |
| John Daraio-Varsity Asst. Football Coach 0 years experience, 1 year contract | \$3,758.00 |
| David Tenney-Varsity Wrestling Coach 14 years experience, 1 year contract | \$7,667.00 |
| Grant Spaite-Varsity Girls Basketball Coach 1 year experience, 1 year contract | \$5,637.00 |
| Dana Tingler-JV/Asst. Girls Basketball Coach 1 year experience, 1 year contract | \$3,758.00 |
| Rebecca Muldowney-Freshman/Asst. Girls Basketball Coach 1 year experience, 1 year contract | \$3,075.00 |
| Brian Misanko-Girls Varsity Soccer Coach 4 years experience, 1 year contract | \$4,100.00 |
| Anna Carlson-7 th Gr. Volleyball Coach 2 years experience, 1 year contract | \$2,050.00 |
| Bob Bauer-Varsity Asst. Softball Coach 8 years experience, 1 year contract | \$3,444.00 |
| Jared Angelica-Varsity Asst. Football Coach 0 years experience, 1 year contract | \$3,758.00 |
| Shane Reed-Varsity Asst. Football Coach 0 years experience, 1 year contract | \$3,758.00 |

- **Salary Notices** – The Superintendent recommends that the Field Local Board of Education authorize salary notices to be sent to certificated personnel who hold contracts expiring in 2019, 2020, 2021, 2022 and those who hold continuing contracts.

| Name | Degree | Experience | Step |
|---------------------|---------------|-------------------|-------------|
| Carrie Adamo | B+15 | 5 | 5 |
| Mary Adelman | B+30 | 22 | 23L |
| Alicia Antol | M | 12 | 12 |
| Kristine Baker | M+15 | 16 | 17L |
| Terri Baker | M+15 | 18 | 17L |
| Daniel Battaglia | B+30 | 5 | 5 |
| Michele Belknap | M+45 | 11 | 11 |
| Clark Bookman | B+30 | 10 | 10 |
| Lori Brake | M+45 | 20 | 20L |
| Jennifer Braun | M+15 | 21 | 20L |
| Christine Burke | M+45 | 23 | 23L |
| Suzanne Burkett | B+30 | 23 | 23L |
| Chelsey Carpenter | B+15 | 2 | 2 |
| Catherine Carreira | B | 3 | 3 |
| Teresa Cianchetti | M+15 | 33 | 29L |
| Jennifer Clem | M | 17 | 17L |
| Kimberly Clements | M+45 | 23 | 23L |
| Chad Coler | M+45 | 22 | 23L |
| Charles Collins | M+15 | 31 | 29L |
| Patricia Conkle | M+15 | 29 | 29L |
| Edward Conroy | M+45 | 25 | 26L |
| Melanie Crookston | M | 18 | 17L |
| Victoria Dahl | M+45 | 16 | 17L |
| Katherine Dasho | M | 12 | 12 |
| Chasity Dempsey | M | 7 | 7 |
| Emily Dreger | B | 4 | 4 |
| Beth Dyer | M+45 | 13 | 13 |
| Ashley Eplin | M | 5 | 5 |
| Krystal Flory | M | 7 | 7 |
| Drexie Frech | B+15 | 32 | 29L |
| Mandy Fulks | M+30 | 16 | 17L |
| Matt Furino | M+15 | 27 | 26L |
| Terri Gempel | M+30 | 29 | 29L |
| Laura Goldman | M+15 | 17 | 17L |
| Elizabeth Goodwill | M+45 | 18 | 17L |
| Elise Gregory | B/150 | 3 | 3 |
| Wendy Hackim | B+15 | 15 | 14 |
| Robert Harris | M+15 | 30 | 29L |
| Kim Heflin | M | 19 | 20L |
| Danielle Huddleston | M | 5 | 5 |
| Michelle Hufford | M | 5 | 5 |

| <u>Name</u> | <u>Degree</u> | <u>Experience</u> | <u>Step</u> |
|---------------------|---------------|-------------------|---------------------|
| Michael Hunsicker | M+15 | 16 | 17L |
| Nicole Husted | M | 8 | 8 |
| Amanda Karpinecz | B | 13 | 13 |
| Lauren Keller | M+45 | 7 | 7 (\$750 stipend) |
| Katherine Kirby | M | 12 | 12 |
| Jill Klettlinger | M | 8 | 8 |
| Scott Kline | M | 8 | 8 |
| Lisa Koch | M+30 | 13 | 13 |
| Christina Kruse | M+45 | 26 | 26L |
| Merideth Lawrence | M | 15 | 14 |
| Denise Leek | M+45 | 22 | 23L |
| Evelyn Loftin | M | 25 | 26L |
| Staci Lowden | M+15 | 8 | 8 |
| Kristen Luchka | M | 12 | 12 |
| Amy Madden | M | 18 | 17L |
| Barbara Marcello | M+45 | 17 | 17L |
| Ashley Mauger | M+30 | 14 | 14 |
| Laci McIntyre | M+15 | 16 | 17L |
| Cailin McKinney | M+45 | 13 | 13 |
| Michael McKinney | M+30 | 13 | 13 |
| Levi Miller | B150 | 5 | 5 |
| Debbie Milton | M | 17 | 17L |
| Brandon Morris | B+15 | 4 | 4 |
| Hope Morrison | M+30 | 18 | 17L |
| Pamela Mudrak | M+45 | 19 | 20L (\$750 stipend) |
| Kimberly Mullaly | M+15 | 14 | 14 |
| Kevin Nichols | B+15 | 23 | 23L |
| Denise Palmison | M+30 | 26 | 26L |
| Genell Pavelich | M+15 | 21 | 20L |
| Joe Peterson | M | 13 | 13 |
| Christine Pope | M+45 | 20 | 20L |
| Cynthia Pritt | M+15 | 25 | 26L |
| Melissa Reagan | M+15 | 11 | 11 |
| Tamara Rhoades | B+30 | 15 | 14 |
| Sara Sanzone | B | 5 | 5 |
| Shannon Scalise | M | 6 | 6 |
| Jason Scherer | M+15 | 16 | 17L |
| Bonnie Schuck | M+45 | 30 | 29L |
| Rebecca Scott | M+15 | 21 | 20L |
| Theresa Scotton | M+15 | 13 | 13 |
| Denise Soulsby | M+45 | 35 | 29L |
| Blair Stockley | M+45 | 31 | 29L |
| Meredith Stratton | B+15 | 23 | 23L |
| Virginia Swansinger | M | 19 | 20L |
| Kristine Swartz | B+30 | 9 | 9 |
| Katherine Tannert | M+15 | 12 | 12 |

| Name | Degree | Experience | Step |
|--------------------|---------------|-------------------|-------------|
| Constance Tenney | M+15 | 22 | 23L |
| Miranda Titko | B | 4 | 4 |
| Danielle Underwood | M+15 | 15 | 14 |
| Susan Vitko | B+30 | 20 | 20L |
| Carol Wagoner | M+30 | 27 | 26L |
| Kari Walchalk | M+45 | 25 | 26L |
| George Wetzel | M+45 | 18 | 17L |
| Samantha Wilson | B+15 | 6 | 6 |
| Michelle Yoho | M+45 | 29 | 29L |

- **Graduation** – The Superintendent recommends that the Field Local Board of Education approve the list of Field High School class of 2018 graduates, pending completion of all local and state requirements as presented (Exhibit S-1).
- **Field Trips** – The Superintendent recommends that the Field Local Board of Education approve the 2018 High School Preseason Overnight Football Camp field trip July 29-31, 2018 (Exhibit S-2).
- **Leave of Absence** – The Superintendent recommends that the Field Board of Education approve a medical leave of absence for Michelle Russo effective April 25, 2018. Anticipated date of return is May 10, 2018.
- **Resolution** – The Superintendent recommends that the Field Local Board of Education adopt the following resolution authorizing membership in the Ohio High School Athletic Association for the 2018-2019 school year (Exhibit S-3):

Whereas, the Field Local Schools of Mogadore, Ohio, Portage County have satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary not-for-profit association; and WHEREAS, the Board of Education/Governing Board and its administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, be it resolved by the Field Local Board of Education/Governing Board that Field Middle School and Field High School shall be members of the OHSAA and that the Constitution, Bylaws and Sports Regulations of the OHSAA shall be approved and adopted by this Board of Education for its own minimum student eligibility standards. The Field Board of Education/Governing Board reserves the right to raise the eligibility standards as the Board deems appropriate;

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws,

Regulations, Interpretations and decision of the OHSAA. Furthermore, the schools under this Board's jurisdiction agree to be primary enforcers of the Constitution, Bylaws and Sports Regulations and their interpretations.

- **Termination** - After consideration of the evidence, including, but not limited to, information offered by Mrs. Diana Skalak and her representative at a pre-disciplinary hearing, the Superintendent recommends that Mrs. Skalak's limited contract of employment as a bus driver be terminated, effective immediately.
- **Resignations** – The Superintendent recommends that the Field Local Board of Education accept the resignation(s) of the following:
 1. Nicole Husted-Teacher at Brimfield effective May 2, 2018.
 2. Virginia Swasinger-Intervention Specialist at Suffield effective July 1, 2018 due to retirement.
- **Board Policy** - The Superintendent recommends that the Field Local Board of Education conduct the first reading of the following policy for Board adoption:
 - 1.07 Board Member Conflict of Interest
 - 3.10 Alcohol and Drug Abuse Testing
 - 3.16 Intellectual Property (NEW)
 - 6.18 Student Discipline Procedure
 - 6.37 Suspected Child Abuse or Neglect
 - 7.04 Promotion, Placement and Retention
 - 7.14 Teaching about Religion
 - 7.26 College Credit Plus
 - 8.14 Stale Checks
 - 9.23 Records Retention and Disposal Schedule (REPLACEMENT)
 - 9.38 Student Meal Charges
- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:
 1. LLA Therapy, miscellaneous therapist services for Special Education students for the 2018-2019 school year (**Exhibit S-4**).
 2. Front Line Education, absence and substitute management for the 2018-2019 school year (**Exhibit S-5**).
 3. Lake County Educational Service Center for the provision of Naviance Consortium. Year one-March 1, 2018-February 28, 2019 at \$1,337.75 (**Exhibit S-6**).
 4. Provision of Services for Pre-School Children/School Building Lease Agreement for the 2018-2019 school year for Summit Educational Service Center (**Exhibit S-7**).

5. Primary Service Plan Agreement for Summit Educational Service Center FY19-Option B (Exhibit S-8).
 6. Public School Works Services Agreement to provide web-based safety and regulatory training. Term of contract-May 2018 through June 2021 (Exhibit S-9).
 7. Final Forms-Student Software Company (data electronic forms for Athletic Dept.) for the 2018-2019 school year (Exhibit S-10).
 8. Vasco Asphalt Company-parking lot repair for Brimfield & Suffield Elementary Option 1 & 2 (Exhibit S-11).
 9. Pioneer Athletics-new gym wall pads for High School (Exhibit S-12).
- **Payment/Fiscal Item** – The Superintendent recommends that the Field Local Board of Education approve payment for the following:
 1. Payment in lieu of transportation to Julie Jones whose two children attend Lake Center Christian School for the 2017-2018 school year.
 2. Payment in lieu of transportation to Adriana Aaron whose child attends Redeemer Lutheran School for the 2017-2018 school year.

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:
 1. Financial reports for the period ending March 31, 2018.
 2. Revision to 5 year forecast FY18-FY22.
- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):
 1. Robert Honeychuck to Suffield Elementary-\$28,000.00.
 2. Giant Eagle Apples for Students Program to Brimfield Elementary-\$531.00.
 3. Suffield PTA to Suffield Elementary-\$5,860.00.
 4. Suffield PTA to Suffield Elementary-\$270.00, 5th grade camp sponsorship.

Informational Items

1. Revised end date to interim contract for Judy Jones (replacing Nicole Husted) to the end of the 2017-2018 school year.
2. Revised end date to interim contract for Susan Sudzina (replacing Tiffany Rowley) to the end of the 2017-2018 school year.

Superintendent Item

There will be a Special Board Meeting June 30th at 9:00 am

1. Addendum Agenda

Recommendation:

Member Porter moved, seconded by Member Calcei that the Field Local Board of Education approve: **18-0031**

A. Eligibility for a continuing contract:

A continuing contract is one that is in effect until the teacher resigns, elects to retire or is retired pursuant to 3307.37 of the Revised Code, or until it is terminated or suspended and shall only be granted to teachers who meet the qualifications under the law and any applicable provisions of the Master Agreement. Each teacher who has met the eligibility requirements under the law and who notified the Board of his or her eligibility by October 1 as stated in the Master Agreement will be recommended for a continuing contract.

For each teacher, the Board may accept or reject the recommendation. If the Board rejects the recommendation for a continuing contract, the Board must do so by a three-fourths majority of its full membership.

If the Board rejects the recommendation for a continuing contract for a teacher, there will be an opportunity to recommend that the teacher be re-employed under an extended limited contract of one or two years.

B. **Brittany Campbell** Degree: B+30 Experience: 8 Step: 8

Pursuant to Ohio Revised Code Section 3319.11(B)(1), I recommend that the Board re-employ **Brittany Campbell** under a continuing contract.

*Roll Call: Porter-No, Calcei-No, Kline-No, May-No, Stewart-No.
President declared the motion not carried*

Member Calcei moved, seconded by Member May that the Field Local Board of Education approve **18-0032**

C. Recommendation of Superintendent for Extended Limited Contracts

If the Board has rejected the recommendation for a continuing contract by a three-fourths vote of the Board's full membership, an extended limited contract may be recommended.

1. Pursuant to Ohio Revised Code Section 3319.11(c)(1), I recommend that the Board re-employ Brittany Campbell under an extended limited contract of one year.

*Roll Call: Calcei-Yes, May-Yes, Kline-Yes, Stewart-Yes, Porter-Yes.
President declared the motion carried*

There being no further business to come before the Field Local Board of Education
Member Calcei moved, seconded by Member Stewart to adjourn the May 14, 2018
regular meeting.

18-0033

*Roll Call: Calcei-Yes, Stewart-Yes, Kline-Yes, May-Yes, Porter-Yes.
President declared the motion carried*

The meeting was adjourned at 7:26 P.M.



Randy Porter/President



Attest: Todd Carpenter, Treasurer

2018 Field Graduates

Exhibit S-1
May 14, 2018

| FirstName | LastName | Carlie | Hilbrunner | Emma | Parsons |
|-----------|-----------------|-----------|------------|-----------|--------------|
| Daniel | Adams | Mackenzie | Hill | Taylor | Pfeifer |
| Matthew | Albersen | Logan | Holzappel | Michael | Putra |
| Destiny | Ballis | Nathan | Hornack | Brandon | Redfield |
| Lexi | Baroni | Brooke | Huffman | Ethan | Reinhart |
| Kailey | Beck-Jones | Nicole | Hurd | Zane | Repcik |
| Cheyenne | Beko | Vincent | Hutzell | Alexis | Reynolds |
| Samuel | Bennett | Brady | Jackson | Jacob | Richards |
| Steven | Berry | Aaron | Jacobs | Brendan | Roberts |
| Nathaniel | Bezick | Andrew | Johnson | Justis | Rose |
| Brooke | Bowser | Isabelle | Jones | Alexandra | Rossi |
| Gia | Boyd | Nicholas | Karlo | Joseph | Rotondo |
| Hollie | Bradfield | Hanna | Keys | Noah | Rotondo |
| Kailee | Brooks | David | Kline | Cole | Rufener |
| Ryleigh | Butler | Brooklyn | Knight | Alayna | Satterfield |
| Amber | Casto | Savannah | Kohrs | Matthew | Scherer |
| Thomas | Clements | Holly | Kostensky | Erika | Scott |
| Alexa | Clinger | Shawn | Krizo | Ariel | Scritchfield |
| David | Collier | Dillon | Kuntzman | Olivia | Semler |
| Chalker | Conrad | Daniel | Langenfeld | Matthew | Simpson |
| Shira | Coury | Gavyn | Langstaff | Gavin | Slama |
| Annaleigh | Cundiff | Zachary | LeMasters | Kamryn | Sloan |
| Katherine | Darling | Gabriela | Leon | Aaron | Smeiles |
| Allen | Davis | Trevor | Lewis | Sage | Smerk |
| Gillian | Dean-McDaniel | Brock | Life | Megan | Smith |
| Carlos | DeMarino | Annabelle | Lisuch | Sylvester | Smith |
| Jenna | Doane | George | Long | Katherine | Sollers |
| Demire | Edwards-Matthew | Cody | Lopez | Olivia | Speicher |
| Joseph | Falat | Chad | Losey | Makenzie | Stacey |
| Taylor | Falat | Rikki | Marshall | Tyson | Starr |
| Jimmy | Fields | Macy | Martin | Mariah | Swearingen |
| Mikel | Fife | Brenna | Mastran | Grace | Thompson |
| Cheyenne | Fincham | Nadeen | Matar | Blake | Vaughn |
| Carson | Flynn | Macie | Mathews | Tanner | Voiers |
| Blake | Frasher | Sarah | Mathia | Emma | Wagner |
| Madilynn | Freudeman | Kayla | McLeod | Kareena | Wands |
| Rachel | Frye | Joslyn | Mikel | Bethany | Ward |
| Scarlett | Fryer | Savana | Mitchell | Jason | Watkins |
| Austin | Gilbert | Hannah | Miterko | Rhyis | Watters |
| Austin | Goodwill | Jillian | Moats | Nathan | Weaver |
| Benjamin | Grant | Kyleigh | Moore | William | White |
| Raelyn | Grau | Sarah | Morlan | Eva | Wilson |
| Zachary | Grist | Hunter | Mornebeck | Jesse | Woodward |
| Dante | Hardin | Allison | Morrow | Nicholas | Yerian |
| Gianna | Hardman | Kendahl | Nethken | Madison | Younkins |
| Laura | Hayes | Emily | Palmer | | |
| Elise | Henry | Hannah | Palmer | | |



**2018 Field Falcon
Overnight Preseason Camp
Proposal**



2018 High School Preseason Camp Hosted by Malone University Football

Summer 2018

Dates July 29-31

Package includes:

3 days/2 nights in Air Conditioned Dorm

Practices on grass field

Blocking Pads, cones, dummies, and line spacer

Coaches lounge with projector, white board, and printer

7 meals in cafeteria

Pizza delivered each night (Additional cost)

\$150 per student

Coaches Free

Contact Fred Thomas at 330-471-8285 or
frthomas@malone.edu for questions or availability

"I have taken a number of teams to camp in my career as a head coach. Of the schools I have taken players, Malone is the best place I have ever been. Fred Thomas and his staff provided a first class experience and met and exceed every request I asked for. The food was excellent and the dorms were phenomenal. My players and staff had a great experience that provided many memories for this year and years to come! If you are looking for a great place to take your team for camp Malone will provide you with everything you are looking for and more at a very reasonable and competitive price! It truly was a first class experience from a first class program and coaching staff!" -Patrick Youel, Head Coach (Southeast High School)



Field Falcons Football

Levi Nelson, Head Football Coach, Field High School

2900 State Route 43, Mogadore, OH 44260

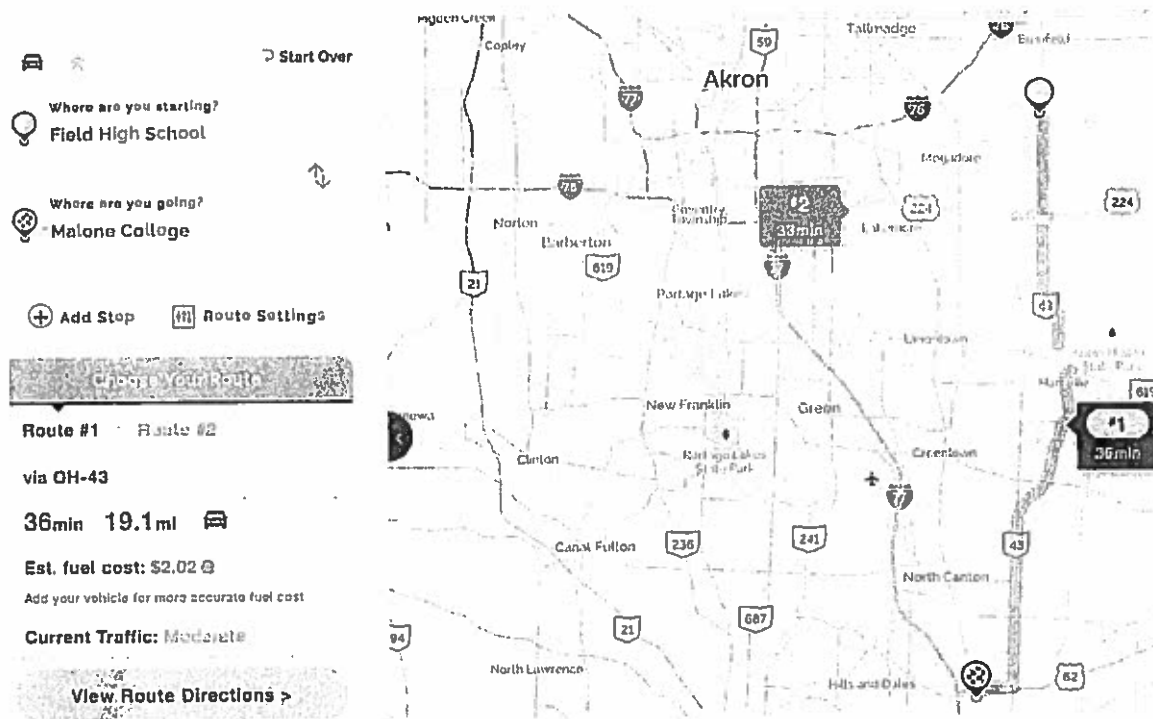
Email: levi.nelson@fieldlocalschools.org Cell: (740) 298-1157

Twitter: @RLeviNelson

Travel

We will require a FHS school bus to depart from FHS at 815am on July 29th.

We will require a FHS school bus to transport us back to FHS at 3:30 PM (EST as of 4-20) on July 31st.





Field Falcons Football

Levi Nelson, Head Football Coach, Field High School

2900 State Route 43, Mogadore, OH 44260

Email: levi.nelson@fieldlocalschools.org Cell: (740) 298-1157

Twitter: @RLeviNelson

General Agenda (Subject to Change)

July 29th

| | |
|------------|--|
| 8:15 a. m. | Bus Departs from FHS |
| 9:00 a. m. | Meeting with Malone Staff (Malone Rules) |
| 10:00 a.m. | Optional Church Service at Bethel Church on campus |
| 10:00 a.m. | Supervised activity for anyone who does not go to church |
| 12:00 p.m. | Lunch |
| 12:30 p.m. | Team Building Exercise #1 (Cutting down the nets) |
| 1:00 p.m. | Practice #1 |
| 3:00 p.m. | Team Building and Snack #2 |
| 3:30 p.m. | Practice #2 |
| 5:30 p.m. | Shower/Rest |
| 6:30 p.m. | Dinner |
| 7:00 p.m. | Team Building #3 |
| 8:00 p.m. | Back to Dorms |
| 9:00 p.m. | Lights Out |

July 30th

| | |
|------------|----------------------------|
| 7:30 a.m. | Breakfast |
| 8:00 a.m. | Team Building #1 |
| 8:30 a.m. | Practice #1 |
| 10:30 a.m. | Team Building #2 |
| 11:00 a.m. | Lunch (get Pizza order) |
| 11:30 a.m. | Team Building |
| 12:00 p.m. | Practice #2 |
| 2:00 p.m. | Team Building and snack #3 |
| 2:30 p.m. | Practice #3 |
| 4:30 p.m. | Shower/Rest |
| 5:30 p.m. | Dinner |
| 6:00 p.m. | Team Building #4 |
| 7:00 p.m. | Movie |
| 9:00 p.m. | Pizza Delivered to rooms |
| 10:00 | Lights Out |



Field Falcons Football

Levi Nelson, Head Football Coach, Field High School

2900 State Route 43, Mogadore, OH 44260

Email: levi.nelson@fieldlocalschools.org Cell: (740) 298-1157

Twitter: @RLeviNelson

July 31st

| | |
|------------|-------------------------|
| 7:30 a.m. | Breakfast |
| 8:00 a.m. | Team Building #1 |
| 8:30 a.m. | Practice #1 |
| 10:30 a.m. | Team Building #2 |
| 11:00 a.m. | Lunch (get Pizza order) |
| 11:30 a.m. | Team Building |
| 12:00 p.m. | Practice #2 |
| 2:00 p.m. | Team Building |
| 2:30 p.m. | Pack |
| 3:00 p.m. | Bus Departs back to FHS |

Other Key information

- I will be making room assignments.
- Coaches will be making periodic room checks until one hour past designated "lights out."
- All activities will be done in groups under the supervision your coaches.
- Meals will be eaten in groups and under the supervision of the coaches.
- Coaches and athletes will follow the drug/ alcohol-free policy on this overnight trip.
- Currently I estimate that we will have 45 football players, 8 coaches and 1 trainer for the upcoming season.
- Student-athletes will be paying for the trip through fundraising and by financial contributions from individual families.
- I am so excited to announce that speaking at the camp will be James Leath, who served for two years as the Head of Leadership Development at The IMG Academy as the Head of Leadership development. He now serves as the director of performance at Complexity Gaming and is the founder of "Unleash The Athlete". Please view the following link if you are interested in learning more about Coach Leath: <https://utathlete.com/>
- July 29th will be used as 1/10 training camp days. Student-athletes who do not attend are expected to report to Malone's Campus by 7:00 a.m. for our first mandatory practice on July 30th.

Exhibit S-3
May 14, 2018

FIELD LOCAL SCHOOLS
c/o SUPERINTENDENT, DAVID HEFLINGER
2900 ST RT 43
MOGADORE, OH 44260

FROM: DR. DAN ROSS, EXECUTIVE DIRECTOR

SUBJECT: RESOLUTION CARD AUTHORIZING CONTINUED MEMBERSHIP IN THE OHIO
HIGH SCHOOL ATHLETIC ASSOCIATION FOR THE 2018-2019 SCHOOL YEAR

Ohio High School Athletic Association Constitution Article 3, Section 1, Paragraph 1, the procedure for continuing membership, requires that the Board of Education or similar governing board in a non-public school or system adopt a resolution authorizing membership for schools under its jurisdiction. Schools eligible for membership are those which include one or more grades at the 7-12 level. Enclosed you will find a Board of Education Resolution Card authorizing membership for the schools listed on the back of the card for the school year 2018-2019. It is agreed that each school listed on the card will conduct their athletics in accordance with the Constitution, Bylaws, Regulations, Interpretations and Decisions of the Ohio High School Athletic Association. This resolution shall remain in effect for the school year 2018-2019.

When listing schools on the back of the card, they must be listed in the correct column. Schools that have students in grades 7th-12th are to be listed in both columns. With the OHSA sponsoring more championships for 7th-8th grade students, it is vitally important that you include all 7th-8th grade schools should you want them to be part of membership and, subsequently, potentially participate in the 7th-8th grade championships.

It is also important to note that the referendum item from May 2017, concerning continued membership in the OHSA, did pass. Effective with the 2017-18 school year, schools that wish to have the privilege of continued full membership in the OHSA must sponsor a minimum of *two* OHSA sanctioned interscholastic sports per sport season, compete in at least 50% of the maximum allowable regular season contests permitted in those respective sports, as well as participate in the OHSA post season tournament in those respective sports.

The enclosed Board of Education Resolution Card is to be signed by both the President of the Board of Education or similar Governing Board and Superintendent and returned to the Ohio High School Athletic Association office in the enclosed envelope (needs postage) no later than Tuesday, July 31, 2018.

Thank you in advance for your cooperation.

DR/jw
April 16, 2018
Enclosures
Once.Resolutioncardcov

AGREEMENT

Exhibit S-4
May 14, 2018

THIS AGREEMENT made on this 21st day of March, 2018 in Akron, Ohio, by and between LLA Therapy, hereinafter referred to as "LLA" and FIELD LOCAL SCHOOLS, hereinafter referred to as SCHOOL.

WHEREAS, SCHOOL is in need of licensed physical, occupational, and speech therapists to provide services to students at Education Alternatives.

WHEREAS, LLA has these available services and is willing to make such services available for students of SCHOOL who qualify for said services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties to this Agreement do mutually agree as follows:

SERVICES PROVIDED BY LLA

Subject to the terms and conditions set forth herein, LLA shall provide the following services to students of SCHOOL in accordance with the student's IEP and as authorized by the student's physician when mandated by state therapy practice act laws:

1. LLA agrees to provide licensed therapists and therapy assistants, as needed, Monday through Friday (except holidays), subject to the availability of such therapists as determined by LLA.
2. Said staff shall hold and maintain current and valid licensure, and when required, a teaching certificate from the State of Ohio Department of Education.
3. LLA shall maintain or cause their staff to maintain complete and adequate liability coverage including, but not limited to, coverage for any acts of negligence or professional malpractice rendered by LLA staff as a representative of SCHOOL. LLA shall furnish to SCHOOL a certificate of insurance within 30 days of the date of this Agreement.
4. Professional services rendered upon the request of SCHOOL shall include, but not be limited, to assessments/evaluations, treatment, consultation, documentation, parent/teacher instruction, inservice education, team staffings, and IEP meetings.
7. LLA staff shall communicate directly with the DIRECTOR OF SPECIAL SERVICES regarding school policies and procedures, scheduling, equipment needs, and any other provisions necessary to carry out the terms of the Agreement. If questions arise regarding interpretation of Ohio Model Policy and Procedures for the Education of Children with Disabilities that impact service delivery, LLA reserves the right to consult with appropriate legal counsel and/or the Ohio Division of Special Education. LLA further reserves the right to deliver services in accordance with said recommendations.

SERVICES PROVIDED BY SCHOOL

Subject to the terms and conditions herein, SCHOOL shall provide the following:

1. Timely information regarding scheduling, treatments, and any other information necessary to carry out the terms of the Agreement.
2. A suitable area for treatment that is accessible, private, ventilated, well lit, and large enough to accommodate therapy activities.
3. Equipment and supplies necessary to carry out the therapy programs of the students. SCHOOL shall be responsible for arranging for payment of said equipment and supplies.

COMPENSATION

SCHOOL will be billed monthly by LLA. SCHOOL shall pay LLA on or before the 15th of the month following the receipt of LLA's invoice. Such payments shall be on an hourly basis in accordance with the attached "Exhibits" hereto. The fee schedule set forth in each of the "Exhibits" may be modified only upon the written consent of LLA and SCHOOL. Failure to make said payments shall constitute grounds for LLA to refuse to provide further services.

INDEMNIFICATION

LLA shall not be liable under any agreements or obligations of SCHOOL, except as otherwise provided pursuant to this Agreement, or for any act or omission of SCHOOL or SCHOOL's officers, employees or agents. SCHOOL will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by SCHOOL, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

SCHOOL shall not be liable under any agreements or obligations of LLA, except as otherwise provided and pursuant to this Agreement, or for any act or omission of LLA or LLA's officers, employees or agents. LLA will be responsible for any and all liability, claims, causes of action, losses, damages, costs and expenses that are caused by or arise out of any omission, fault, negligence, malpractice or other misconduct by LLA, its officers, employees, independent contractors or volunteers, in connection with this Agreement.

RELATIONSHIP BETWEEN THE PARTIES

1. Nothing in this Agreement is intended to, or shall be construed to; create a partnership or joint venture between the parties, the employees or agents of either. Neither party shall have the authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party hereto.
2. It is the intention of both LLA and SCHOOL that no employment relationship between SCHOOL and the LLA licensed therapist or other professional be created since the LLA therapist/professional is a representative of LLA and shall receive all of his or her compensation for services rendered from LLA. The supervision and control of the work performed by the LLA licensed therapist/professional pursuant to this Agreement will be the responsibility of LLA since said licensed therapist/professional is a representative of LLA. However, to be in compliance with state therapy practice act laws, the clinical supervision of licensed therapy assistants will remain the responsibility of the supervising therapist, regardless of their place of employment.
3. SCHOOL shall not solicit nor offer employment, by contract or otherwise, to any LLA professional rendering services to SCHOOL for a period of one (1) year following termination of this Agreement without the express written consent of LLA. In the event that LLA grants written consent, SCHOOL agrees to pay LLA the sum of Five Thousand Dollars (\$5,000.00) or

fifty percent (50%) of the LLA professionals' gross wages or salary during said professionals' first year of employment, whichever is greater.

ASSIGNMENT

Neither party shall assign or delegate their respective rights and obligations under this Agreement unless that party obtains prior written authorization from the other party, which consent may not be unreasonably withheld.

ACCEPTANCE OF AGREEMENT

Acceptance of this Agreement of Authorization is evidence of SCHOOL's intent to comply with Title VI and Title VII of the 1964 Civil Rights Act and subsequent amendments, which prohibits discrimination because of race, sex, national origin, age, color or handicap in any facet of SCHOOL operation, except where such discrimination is a bona fide, documented business necessity.

CONSTRUCTION AND INTERPRETATION

This Agreement shall be construed and interpreted in conformity with the laws and regulation of the State of Ohio.

INTEGRATION OF AGREEMENT

This instrument constitutes the sole Agreement on the terms herein between the parties, and no statements, promises or modifications made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

TERM AND TERMINATION

This Agreement shall be in effect from August 14, 2018, through August 13, 2019. Either party may terminate this Agreement with or without cause by giving the other party thirty (30)

days advance written notice by certified mail. All amounts due to LLA shall be paid to LLA upon termination of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first written above.

LLA THERAPY

By: _____
M. Troy McClowry, President and Owner Date

FIELD LOCAL SCHOOLS

By: _____
Megan Longfellow Date
Director of Special Services

EXHIBIT A

For the period of August 14, 2018, through August 13, 2019, SCHOOL agrees to pay LLA for all professional services rendered and travel time between buildings according to the following schedule of fees:

| | |
|---|----------------|
| OCCUPATIONAL THERAPIST | \$72.00 / hour |
| CERTIFIED OCCUPATIONAL THERAPY ASSISTANT | \$50.00/ hour |
| PHYSICAL THERAPIST | \$72.00 / hour |
| PHYSICAL THERAPIST ASSISTANT | \$50.00/ hour |
| SPEECH THERAPIST | \$72.00 / hour |

LLA THERAPY

By: _____
M. Troy McClowry, President and Owner Date _____

FIELD LOCAL SCHOOLS

By: _____
Megan Longfellow
Director of Special Services Date _____



Exhibit S-5
May 14, 2018

Acct #: 13228
CDUS4272

Renewal Notice

What Added Value Will You Get Upon Renewal?

We're excited to offer some significant new benefits. Upon your renewal, you'll be initiating an upgrade to the enhanced functionality of our Frontline Insights Platform. These enhancements will become available at upgrade and continue being added over the course of the year. This platform is laying the groundwork for a completely connected set of solutions for K-12, one of the most popular requests in our client surveys.

As you know, some of our solutions already include:

- A single ID for your Frontline applications
- SOC2 compliant security
- Market-leading dashboards
- A mobile app
- A common user experience and navigation
- Benchmarking your district performance against the largest nationally-validated employee data set in K-12 education

As a result of your renewal, you will also be eligible to receive course libraries – these are specific courses for compliance and professional growth related to the solutions you already have from Frontline. The courses provide crucial learning for employees and are fully-SCORM compliant.

All clients will receive one free subscription to *The Line*, an award-winning publication focused on civil discourse in K-12. Your subscription includes two print editions and unlimited access to articles online.

What's Changing With Your Renewal?

We are seeking to provide equitable pricing across our client base in line with the value you receive and the pricing paid by clients of comparable size with the same solutions. Your renewal amount reflects this adjustment.

In addition, we have simplified your invoice by using the same pricing methodology across all of your Frontline solutions. You will no longer see variations to pricing based on different employee types, as you may have in the past. The new pricing method also allows you to have an unlimited number of employees within your

organization use our solutions, providing predictability for your budget even as you increase your usage of the solutions.

We've also instituted minimum prices per product to support the enhanced functionality of the Insights Platform, to continue to invest in our solutions and services, and to ensure fair pricing for all clients.

What's Your Next Step?

Your organization's specific pricing information is included in this document. We will need you to acknowledge the renewal to continue your services and begin your upgrade to the enhanced functionality of the Insights Platform.

To acknowledge your renewal, please go to the Renewal Form here.

If you've been previously contacted by a Frontline Client Success Manager or renewal team member, please reach out directly to them with any questions. Otherwise, feel free to contact us at renewals@frontlineed.com.

Did You Know?

Frontline has a new and exciting offering that can be added to your current solutions. Learning & Collaboration Resources includes 35 micro-credentials, collaborative groups, nearly 3,000 videos, and over 550 courses to equip your teachers to become masters of their craft. Learn more [here](#) and then contact your Frontline representative to schedule an overview.

How Can You Learn More?

If you have additional questions, we invite you to read our [FAQs](#).

Additionally, to learn more about the upgrade to enhanced functionality, please visit our [Client Resource Page](#).

We've made significant investments in our industry-leading platform, and we can't wait to help your district tap into the enhanced capabilities we are rolling out.

Dear Field Local School District leader,

Thank you for your partnership with Frontline as we grow and continue our dedicated focus on serving K-12. More than 12,000 educational organizations representing over 80,000 schools now rely on Frontline solutions for everything from absence and attendance management, to professional learning, to special education and interventions, to employee records management.

As your partner, our focus continues to be on supporting K-12 leaders and educators. We're pleased to serve you through our 20+ years of experience, our employees' in-depth knowledge of education, and our commitment to continue to provide industry-leading solutions and technology for education.



**SINGLE FRONTLINE
APPLICATION ID**



**INTUITIVE
MOBILE APP**



**SOC2 COMPLIANT
SECURITY**



**INSIGHTS-DRIVEN
DASHBOARDS**

In 2017 we made significant strides in building the industry-leading Frontline Insights Platform. Many clients are now enjoying the benefits of a Single ID for your Frontline applications, an intuitive mobile app, SOC2 compliant security, insights-driven dashboards and more.

Our market leading Client Support & Success teams also put extensive time and focus on ensuring that we are easy to do business with and readily accessible to support clients in their journey of using Frontline solutions. Common processes and standard tools have led to a more unified client success experience for our users across all of our solutions. Additional solution area experts have been added and are available for best practice question and answers. These changes make your engagement and experience with Frontline easy, effective and productive.

We recognize you've put significant time into the decision to choose Frontline and worked hard to make it a success across your organization. By continuing our partnership, you'll maintain the momentum you've built in your organization.



Renewal Notice

Acct #: 13228
CDUS4272

HOW SHOULD I READ MY INVOICE:

Our new pricing method allows you to have an unlimited number of employees within your organization use our solutions, providing predictability for your budget even as you increase usage of the solutions. Because of this unlimited usage, product quantities are not listed on the invoice.

You'll see just one simple line item per product, and you will no longer see multiple line items per solution with variations to pricing based on different employee types. We trust this simplifies the reading of your invoice and makes it easier to do business with Frontline.

Accounts payable
Field Local School District
2900 State Route 43
Mogadore OH 44260-9715

Subscription Start Date: 7/1/2018

| Description | Start | End | End User | Amount |
|--|----------|-----------|--------------------------------------|------------|
| Absence & Substitute Management, unlimited usage for internal employees | 7/1/2018 | 6/30/2019 | 13228 Field Local School District | \$3,000.00 |
| TOTAL RENEWAL | | | | \$3,000.00 |



AN AGREEMENT BETWEEN
LAKE COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD
-AND-
FIELD LOCAL BOARD OF EDUCATION
FOR THE PROVISION OF NAVIANCE CONSORTIUM

This agreement is entered in to this ____ day of _____ 2018 by and between the Lake County Educational Service Center (LCESC) located at 8221 Auburn Rd, Concord, Ohio 44077 and Field Local (District) located at 2900 State Route 43, Mogadore, Ohio 44260 pursuant to Ohio Revised Code 3313.17.

LCESC has entered into an agreement to provide the software, professional development/product training and user assistance at quantity pricing to the District according to the terms below.

I. District Responsibilities:

The District is responsible for all entry and maintenance of its data. LCESC will not have access to any District specific information contained within the system and shall have no liability for errors and/or omissions made by the District.

II. Agreement Terms:

The term of this agreement shall begin on March 1, 2018 and remain in effect until February 28, 2022.

III. Payment Terms:

A. Terms: The District will be billed annually and will pay LCESC according to the terms on the invoice.

B. Fees:

1. Software: The annual cost is determined by the middle school and/or high school and the products selected by the District.

2. Professional development/product training: The annual cost per participant is determined by the required product training for the year divided by number of total participants multiplied by the number of District participants. The number of participants the District elects to send in year one will reserve that number of seats for training for years 2 - 4 and the District will be billed that minimum number annually. Should the District elect to send additional participants, beyond the minimum, for training an additional fee will be assessed.
3. Annually, an addendum will be submitted for years 2 - 4 for District signature verifying any software and training changes with associated fees for the subsequent year.

IV. General Provisions

- A. Assignment: This agreement shall be binding on the parties and their respective successors.
- B. Entirety: The provision contained in this agreement set for the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.
- C. Governing Law: This agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.
- D. Modification: The agreement may not be modified or amended.
- E. In the event that any provision of this Contract is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.



IN WITNESS THEREOF, the parties hereto have set their hands.

FIELD LOCAL
BOARD OF EDUCATION

By: _____
President (In his/her official capacity only) Date _____

And by _____
Superintendent (In his/her official capacity only) Date _____

And by _____
Treasurer (In his/her official capacity only) Date _____

* This Agreement has no legal effect absent Board action

LAKE COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By: _____
President (In his/her official capacity only) Date _____

And by _____
Superintendent (In his/her official capacity only) Date _____

And by _____
Treasurer (In his/her official capacity only) Date _____

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Lake County ESC)

R.C. 5705.41 and R.C. 5705.412 Certificate

This agreement and certificate represents a cost-savings to the District by entering into this multi-year consortium agreement for the purchase of software; the terms will allow the district to reduce the deficit it is currently facing in future years as demonstrated in its five-year forecast adopted in accordance with section 5705.391 of the Revised Code. We certify that the Board has in effect for the remainder of the fiscal year and all succeeding fiscal years of this multi-year agreement the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date



NAVIANCE CONSORTIUM
Addendum A

Year One fees = \$1,337.75

Effective = March 1, 2018

Year One (March 1, 2018 – February 28, 2019) will be invoiced April 1, 2018 unless marked below

☐ Year One (March 1, 2018 – February 28, 2019 will be invoice July 1, 2018.

WITNESS THEREOF, the parties hereto have set their hands.

FIELD LOCAL
BOARD OF EDUCATION

By: _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Lake County ESC)

**SUMMIT EDUCATIONAL SERVICE CI
AND THE
FIELD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

SCHOOL BUILDING LEASE AGREEMENT

THIS LEASE IS ENTERED INTO at Cuyahoga Falls, Ohio, on the date hereinafter set forth, by and between the **FIELD LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**, Mogadore, Ohio, hereinafter referred to as "Lessor," and the **SUMMIT EDUCATIONAL SERVICE CENTER**, Cuyahoga Falls, Ohio, hereinafter referred to as "Lessee."

WITNESSETH:

In consideration of the covenants as set forth below, and other good and valuable consideration, by Lessee to be performed, Lessor hereby leases the following described premises to Lessee on the terms and conditions set forth:

- I. Term: This lease shall be for a period of one (1) year, commencing July 1, 2018 and terminating on June 30, 2019 unless renewed as hereinafter provided.
- II. Renewal: Lessee shall have the option to renegotiate the lease providing classroom space is available and approval of the lease is granted by the Lessor.
- III. Covenants of the Lessee: Said Lessee does hereby covenant and agree with said Lessor that it will:
 - A. Use and occupy said premises in a careful and proper manner;

- B. Not commit any waste therein;
- C. Not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the premises by the Lessee;
- D. Not assign this lease nor sublet said premises;
- E. Not use or occupy said premises for any purpose deemed to be extra-hazardous on account of fire or otherwise;
- F. Make no alterations or additions in or to said premises without the written consent of the Lessor;
- G. Leave the premises at the expiration or prior to termination of this lease or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees;
- H. Permit the Lessor to enter upon said premises at all reasonable times to examine the condition of the same;

- I. The Lessee further agrees to deduct from excess cost a room rental of \$3,600/year for each room used by the Preschool Program.
- IV. Covenants of Lessor: The Lessor covenants and agrees with the Lessee that it will:
- A. Maintain the demised premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the negligence of the Lessee or its agents or employees;
 - B. Furnish electricity, heat, and routine maintenance service without additional cost to Lessee;
 - C. Should the need arise for the Lessor to relocate the room(s) within the district; the Lessor will incur all costs of said move.
- V. Mutual Covenants: It is mutually agreed by and between Lessor and Lessee that:
- A. If during the term hereof the demised premises or any part thereof be rendered untenable by public authority, or by fire or the elements, or other casualty (except such as shall have resulted from the negligence of the Lessee), the Lessor will provide alternate space that is mutually acceptable.

If a mutually-acceptable space cannot be found, then a proportionate part of the rent herein reserved (whether paid in advance or otherwise), according to the extent of such untenability shall be abated and suspended, until the premises are again made tenantable and restored in their former condition by Lessor. If the premises or a substantial part thereof are thereby rendered untenable and so remain for the period of sixty (60) days, the Lessee may at its option terminate this lease by written notice to the Lessor, provided, however, that if the premises cannot by reasonable efforts be restored to their former condition within sixty (60) days, either the Lessor or the Lessee shall have the option of terminating this lease by written notice to the other;

- B. All fixtures and/or equipment of whatsoever nature as shall be installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of the lease or any renewal or extension thereof, provided, however, the Lessee shall at its own expense repair any injury to the premises resulting from such removal;

Summit Educational Service Center and
Field Local School District Board of Education
School Building Lease Agreement

Page 5 of 5

- C. Two (2) Classrooms at a rate of \$3,600 per classroom/year.
- D. Scheduled use of playground and restrooms;
- E. Lessee agrees to maintain its own phone and secretarial staff.

VI. Termination of Agreement: Either party shall have the right to terminate this Agreement on an annual basis with sixty (60) days prior written notice to the other party. The date of termination shall be June 30.

LESSOR:
FIELD LOCAL SCHOOL
DISTRICT

LESSEE:
SUMMIT EDUCATIONAL SERVICE
CENTER

Signature

Signature

Superintendent

President, Board of Governors

Signature

Signature

Treasurer

Treasurer

3/18:pm

AGREEMENT FOR THE PROVISION OF SERVICES FOR PRESCHOOL CHILDREN WITH DISABILITIES

PARTIES: The parties to this Agreement are the **Summit Educational Service Center** (County), 420 Washington Ave., Cuyahoga Falls, OH 44221-2042 and the **FIELD LOCAL** (District).

PURPOSE: The purpose of this Agreement is to provide a comprehensive, collaborative preschool program (Program) to the District's eligible preschool children with disabilities according to the terms of this Agreement. This Agreement is intended to enhance and not hamper the true collaborative nature of the Program.

TERM: The term of this Agreement is from July 1, 2018 to June 30, 2019.

COUNTY RESPONSIBILITIES: The County shall have the following responsibilities:

1. The County shall act as the fiscal agent for the Program.
2. The County shall employ and supervise qualified preschool staff members for the entire preschool Program.
3. The County may assist with the coordination and/or provision of related services.
4. The County shall be responsible to adhere to Ohio's Early Learning Program Standards, participate in tier quality rating and improvement system and document child progress using research based indicators prescribed by ODE and report results annually.
5. If district is unable to provide classroom space for the program, the County shall be responsible for selecting Program sites, appropriate furnishings and equipment for each classroom.

DISTRICT RESPONSIBILITIES: The District shall have the following responsibilities:

1. The District shall be responsible for providing safe and efficient transportation for the child.
2. Unless the parties agree otherwise, the District shall provide any related services and/or adaptive equipment deemed necessary by the IEP team.
3. The District shall conduct and/or is part of the Individualized Education Program (IEP) process in cases of suspected disability and shall designate a representative to participate in the development of the Individualized Education Program (IEP).

DISTRICT RESPONSIBILITIES: continued

4. The District is responsible for coordinating and conducting all evaluations for students transitioning from preschool to school age.
5. The District shall pay the excess cost of the Program to be calculated according to this Agreement and any other agreement the District and County may have. The dollar amount of funds distributed to districts for the funding of preschool children will be directed to the County by the member consortium district. (This is not a change from the previous funding member districts currently direct to the County.) Costs over the amount of state funding (billing procedure) will be based on student enrollment by month. At the conclusion of the school year, total costs will be calculated and a prorated invoice will be given to member districts based on the amount of total consortium attendance. All parties agree this first year of new funding is subject to change and therefore, flexibility is necessary for the fiscal health of the consortium.
6. The District is responsible for all startup cost(s) for new program sites.

EXCESS COSTS: See Appendix A.

TERMINATION: Either the District or the County may terminate its affiliation under this Agreement at the end of a school year by providing written notice of such intent no later than the first of March prior to the effective date of termination.

MERGER: This Agreement contains all the terms and conditions intended by the parties.

ACKNOWLEDGMENT: By virtues of their signatures below, the parties acknowledge their awareness of this Contract, their understanding of its terms and their intent to be bound.

FIELD LOCAL SCHOOL DISTRICT

Signature

Superintendent

Signature

Treasurer

SUMMIT EDUCATIONAL SERVICE CENTER

Signature

Superintendent

Signature

Treasurer

**AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES
APPENDIX A**

EXCESS COSTS: The excess costs chargeable to the District will be the District's share of the difference between the actual state reimbursement for the units and the actual operational costs of the units.

The District's share of excess costs (listed below) will be determined by dividing the excess costs by the total number of students enrolled in the Program.

For billing purposes, the District will be charged for excess costs from the Program initiation date as set forth on the IEP.

1. The actual state reimbursement per unit shall be determined by using the state funding formula as follows:
 - A. The state salary allowance per employee;
 - B. The state retirement allowance;
 - C. State unit support; and
 - D. Other available funding options under the foundation formula.
2. Additional funding sources, such as: Federal, State, and local grants.
3. Operational cost per unit is as follows:
 - A. Administrative and fiscal costs;
 - B. Classroom utilization and/or lease expense;
 - C. Maintenance, operation, and utilities expense;
 - D. Employees' salaries, fringe and retirement benefits, workers' compensation;
 - E. Supplies and materials;
 - F. Equipment;
 - G. Remodeling or, relocation expenses;
 - H. Related services provided at County expense (SLP, Nursing, etc).
 - I. Assessment of suspected disability (peer screenings, Part C to Part B transitions).
 - J. Technology support.

SUMMIT EDUCATIONAL SERVICE (S)
PRIMARY SERVICE PLAN AGREEMENT- FY2019

County ESC: *Summit*

County IRN: 049965

District: _____

District IRN: _____

The attached Service Plan Chart show services that are offered by each department at the Summit Educational Service Center (SESC), as well as other services that are not part of any particular department.

Service Cost for Member Districts- Please Check The Service Plan You Have Selected

☐ Option A: \$485/day for services unless otherwise stated on the attached Option A service chart. There is no additional charge for mileage for Member Districts. Fiscal fee for LEA staff is 3%. District "credit" will be equivalent to 50% of the state subsidy funds received by the ESC for the district (currently \$13.00 X ADM).

☐ Option B: \$750 per day for curriculum related services unless specified otherwise on attached Option B service chart. \$650 per day for services from the Student Services Department unless specified otherwise on the enclosed service chart. Service pricing from other departments as indicated on the enclosed service chart. No additional charges for mileage for member districts. District "credit" will be equivalent to 90% of the state subsidy funds received by the ESC for the district. Fiscal fee for LEA staff will be 5%.

PLEASE NOTE: Service Plan Days may be purchased in FULL, HALF and QUARTER DAY increments; based on 8 hr. day.

Services provided under this Primary Service Agreement entered into by SCHOOL DISTRICT may include any of the following:

- Supervisory teachers/personnel
 - Special Education
 - General Education
 - Gifted & Talented
- In-service, and continuing education/professional development programs for district personnel.
- Curriculum services and research and development programs.
- Academic instruction for which the Governing Board employs teachers pursuant to section 3319.02 of the Revised Code.
- Assistance in the provision of special accommodations and classes for students with disabilities.
- Any other services the District Board and Service Center Governing Board agree can be better provided by/through the Service Center and are not provided under an agreement entered into under section 3313.845 of the Revised Code.

1. We, the undersigned, understand the services stated in the attached pages are requested of the Summit Educational Service Center for FY2019. Days may not be reduced and can only be transferred among categories with the written approval of the Summit ESC Superintendent, or his designee. Additions to Service Plans during the year must be made in writing and must be initialed by the District/Organization Superintendent/CEO or the District Treasurer/CFO. *NOTE: An email directly from the organizational account of the Superintendent/CEO or Treasurer/CFO will be accepted as an alternative. Single or Related Services of \$7500 and above are subject to approval by the SESC Board of Governors.*
2. Upon request of the district, the Summit Educational Service Center shall employ appropriate personnel who will be assigned to the service area according to the needs of the district.

3. The district shall pay the Summit Educational Service Center for all net costs (if not covered by City/County Funds) to employ personnel specified. The Summit Educational Service Center shall invoice the district Board of Education for said net costs. Net costs shall include cost of employee leave and substitute personnel, SERS surcharge (if any), salary, workers' compensation, unemployment compensation, severance, Medicare, retirement, liability insurance, life insurance, and health benefits attributable to the Governing Board. Should any subsequent unemployment compensation or severance claim be made by an employee covered under this contract, the District herein receiving the services shall be so liable for their proportionate share of the employee's claim. The District accepts the responsibility of conducting annual evaluation(s) of administrative, certified, and classified employees pursuant to Section 3319.01, 3319.02, 3319.11 and 3319.111 of the Ohio Revised Code.
4. In accordance with ORC 3313.843 (H) the City/Exempted Village/Local School district agrees to deduct from their state foundation payments in the amount of \$6.50 per pupil plus any additional contracted services beyond the deduct. This \$6.50 will be incorporated as a portion of the total "credit" for services as outlined below for Option A and Option B Districts.
5. Credits: For districts selecting Option A in this agreement the Summit Educational Service Center shall provide the equivalent to 50% of the "state subsidy" derived from the district's ADM as a credit for services purchased from the Summit Educational Service Center under this agreement. For districts selecting Option B in this agreement the Summit Educational Service Center shall provide the equivalent of 90% of the "state subsidy" derived from the district's ADM as a credit for services purchased from the Summit Education Service Center under this agreement.
6. Credit Balances: Any credits that are not used under this contract may be carried over to the following fiscal year. In the event that an agreement is not continued in an ensuing year (i.e. if the district changes its ESC affiliation) any unexpended balance shall remain with the Summit Educational Service Center.
7. A continuous accounting of fund balances as described above shall be kept by the Summit Educational Service Center and reported to the City/Exempted Village/Local School district.
8. The district's mandated per-pupil contribution to the state operating subsidy shall be paid to the Summit Educational Service Center for the operation of the service center [R.C. 3313.843 (G)(1)] and any services required under Title XXXIII of the Revised Code to be provided by the service center to the school district.

Adopted by School District Board of Education on: _____

Date _____

District Superintendent/CEO or Treasurer Signature/CFO

Print Name

Note: All attached pages requesting services must be signed by District Superintendent/CEO or Treasurer/CFO.

Adopted by Summit Educational Service Center on: _____

Summit ESC Superintendent: _____ Date _____

Joseph J. Iacano

**CONTRACT FOR SERVICES
SUPERVISED BY LOCAL EDUCATION AGENCY**

This **AGREEMENT** is entered into this _____ day of _____
2018, between **Field Local School District**, Portage County, Ohio, (hereinafter referred to as
"LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**,
Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for the duration indicated (hereinafter referred to as "the Service"):

**Provide employment services during the 2018-2019 school year, at the cost of salary
and benefits, plus any other costs incurred in the employment of the individual(s)
upon written request of the district Superintendent or designee.**

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid to the Service Provider by the ESC Board shall be agreed upon between the LEA and the ESC Board, and the LEA shall reimburse the ESC Board for said compensation by the end of the term indicated above in paragraph 1.
3. In accordance with its policies, the ESC Board shall determine, and provide to the Service Provider, the fringe benefits for which the Service Provider qualifies.
4. The LEA shall promptly reimburse the ESC Board for all staff costs for fringe benefits and unemployment compensation incurred by the ESC Board in connection with the provision of the Service Provider to the LEA. The LEA shall pay a fiscal fee of five percent (5%) of the ESC's cost to provide said service(s).
5. The ESC Board shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with ESC policy and as approved by the Superintendent; and the LEA shall reimburse the ESC Board for said mileage reimbursement.
6. The ESC Board shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above.
7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.

8. The LEA shall pay any legal expenses incurred by either party as a result of the arrangement envisioned by this Agreement, including but not limited to claims or causes of action asserted by: 1) the Service Provider, for instance in connection with his/her employment, 2) a parent, for instance in connection with the adequacy of services provided to his/her child; and/or 3) another individual or entity that is not a party to this Agreement. However, the LEA shall pay only its own legal expenses when such legal expenses are the result of a claim or cause of action asserted by the LEA against the ESC Board or by the ESC Board against the LEA.
9. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the ESC.
10. The LEA shall determine the work schedule and work rules of the Service Provider.
11. The Service Provider shall follow the ESC Board policies concerning wage and benefits.
12. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.
13. The Service Provider shall follow the LEA's policies with respect to calamity days.
14. The Service Provider shall report times worked in the manner prescribed by the LEA and the ESC Board and complete the necessary ESC Board leave forms when necessary.
15. The Service Provider agrees that in the event that the federal, state and local contracts under which the Summit Educational Service Center operates do not receive funding, the ESC Board shall be entitled to be released from the obligations of this contract upon written notice to the LEA. Said notice shall be in writing and sent by certified mail, return receipt requested.

**FIELD LOCAL SCHOOL DISTRICT
(Local Education Agency)**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**SUMMIT EDUCATIONAL SERVICE
CENTER GOVERNING BOARD**

By: _____
Title: President of Governing Board
Date: _____

By: _____
Title: Treasurer of Governing Board
Date: _____

SERVICES AGREEMENT**1. Introduction**

- 1.1 *Parties.* This Services Agreement ("Agreement") is made as of **May 4, 2018** ("Effective Date") between WORKS International, Inc. ("WORKS"), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45208, and **Field Local School District** ("Customer"), having its principal place of business at **2900 State Route 43, MOGADORE, OH, USA, 44260.**
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, Web-based safety and regulatory compliance program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS' 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 1½% 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 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's 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's operation of its business or the safety of its workplace; (b) WORKS's 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'S 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 as of the end of any term 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.

- 050318

Field Local School District

By: _____
(Signature)

David Heflinger
(Name Typed or Printed)

Superintendent
(Title)

(Date)

WORKS International, Inc.

By: _____
(Signature)

Tom Strasburger
(Name Typed or Printed)

Vice President, Strategic Alliances
(Title)

(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 (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)
- Firefox
- Google Chrome
- Internet Explorer
- Safari

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

INITIAL TERM OF SERVICES 3 year(s)

STAFF & STUDENT SAFETY SYSTEM OPTIONS

ANNUAL LICENSE FEES

Fee

Staff Training + Custom
Course

\$ 10.00 per FTE x 216 FTEs =

\$ 2,160.00

Total Annual License Fees

\$ 2,160.00

ONE-TIME FEES

Fee

Staff Training + Custom
Course

\$ 1,728.00

Total One-Time Fees

\$ 1,728.00

PRICING SCHEDULE

May 2018 - Jun 2018 TOTAL COST

Staff Training + Custom Course -
Implementation Fee

\$ 1,728.00

\$ 1,728.00

Jul 2018 - Jun 2019 TOTAL COST

Staff Training + Custom Course -
Annual License Fee

\$ 2,160.00

\$ 2,160.00

Jul 2019 - Jun 2020 TOTAL COST

Staff Training + Custom Course -
Annual License Fee

\$ 2,160.00

\$ 2,160.00

Jul 2020 - Jun 2021 TOTAL COST

Staff Training + Custom Course -
Annual License Fee

\$ 2,160.00

\$ 2,160.00

ATTACHMENT C MANAGED TRAINING PROGRAM



OVERVIEW

The PublicSchoolWORKS' Managed Training Program (MTP) delivers a preeminent and highly refined program of staff training that is implemented as a *turn-key solution* via the 6-pillars of the PublicSchoolWORKS' service model. The MTP includes all components needed to deliver a fully-automated school staff training program based on the core objectives to: a) ensure an employee, a needed course, or a training requirement, does not fall through the cracks, b) provide consistency throughout the district, and c) maintain full staff readiness year after year – all while minimizing administrative time and effort.

The 6-pillars of the PublicSchoolWORKS' service model provided to all customers using the MTP, include:

1. **Program Management Coordinator** - a school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety training program.
2. **24/7/365 Staff Hotline** - providing technical support for accessing and using the PublicSchoolWORKS' software and answering staff questions regarding training course content and safety compliance issues.
3. **Research Experts** - a team of people researching, monitoring and analyzing federal, state, and local regulations.
4. **Course Development Specialists** - a team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into school-specific, staff training courses, and developing custom content to ensure customer compliance.
5. **Award-Winning Software** - web-based staff training delivery and management system, purpose built to fully automate every school *staff training situation*: from subs, to job changes, to recurring training, to maternity leaves, to new-hire orientation, to department changes, to annual certifications, to individual assignments, to post-accident training, 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.
6. **Customer-Applauded Training Content**
 - 500+ Specialized Training Courses (including features to deliver district-specific information in any course)
 - Emergency Management
 - First Aid Equipment & Supplies
 - Food Services Safety
 - Human Resources & Employment Law
 - Internet Safety / Children's Internet Protection Act (CIPA)
 - Job Hazard Assessments (covering all school occupations)
 - Maintenance & Operations Safety
 - Personal Productivity
 - Safe Work Practices & Job Procedures
 - School Nurse Safety
 - Staff Social Accountability
 - State-Specific Safety & Regulatory Compliance
 - Student Behavior, Intervention & Support
 - Student Privacy & Protection
 - Student Safety, Wellness & Social Responsibility
 - Using the PublicSchoolWORKS' Software and Programs
 - Workplace Safety & Regulatory Compliance
 - Custom District Courses and Content
 - Courses delivering board policies
 - District policy information added to PSW master courses – designed specifically to allow schools to convey key district information to staff within the context of any 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
 - Staff handbooks

Additional MTP features include:

- All staff and administrative notifications are automated and scheduled to ensure training is completed.
- Non-compliance reports are auto-emailed to key supervisors alerting them to who has not completed training.
- District-wide non-compliance reports are auto-emailed to the training manager.
- Course content from top industry authors - including school, safety, HR and other qualified experts.
- Course time tracking software documents rated and actual time for course completions.

PRICING

First Year

| | |
|---|---------|
| Startup Fees: System Setup, Training Program Development & Implementation | \$1,728 |
| Annual Fees: 6-Pillars of Service and Software/Content License Fees (\$10 per FTE x 216 FTEs) | \$2,160 |
| | ===== |
| Total Cost: | \$3,888 |

Subsequent Years

| | |
|---|---------|
| Annual Fees: 6-Pillars of Service and Software/Content License Fees | \$2,160 |
|---|---------|

Notes

- Services associated with startup of the MTP include: activation and setup of a dedicated, district-specific PublicSchoolWORKS' instance; import staff data; discussions with key administrators including advice regarding training/course priorities, scheduling, and rollout, etc.; training program setup; auto-reporting setup; uploading of key documents; and development and integration of district-specific custom course content.
- There is minimal involvement of district staff to get the MTP up and running as virtually all implementation services are provided by PublicSchoolWORKS. Limited district involvement includes: providing staff data to PublicSchoolWORKS; adding training-access links on the district website; providing custom course information; and being involved in discussion regarding the staff training plan.
- Custom Course Development:
 - 4 hours of custom course development is included in the first-year fees.
 - 2 hours of annual custom course maintenance is included in the subsequent years fees.
 - The rate for additional custom course development and maintenance is \$150/hour.
- Pricing is effective for 30 days from the date of the proposal.

EXHIBIT A

This Exhibit shall be attached to and made a part of the FinalForms Agreement between FinalForms and Field Local Schools ("Customer").

The following definition shall apply to the FinalForms Agreement:

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

PAYMENT OPTIONS AND PAYMENT PLANS

1. Development Fee. The Development Fee covers the development of the FinalForms system, including customization, for Academics and/or Athletics and/or Staff. (select all that apply)

| | | |
|--|-------------------|-------------------|
| <input type="checkbox"/> <i>Academic Development</i> | <i>\$1,000.00</i> | <i>\$1,000.00</i> |
| <input type="checkbox"/> <i>Athletic Development</i> | <i>\$1,000.00</i> | <i>\$1,000.00</i> |
| <input type="checkbox"/> <i>Staff Development</i> | <i>\$1,000.00</i> | <i>\$1,000.00</i> |

TOTAL **\$** _____

The Total Development Fee will be invoiced upon signing the Agreement and will be due within thirty (30) days of signing the Agreement.

2. Registration Fees. Your District will be billed at the rate of Four Dollars (\$4.00) per Student/Staff. The Registration fees may be billed in one of two ways.

☐ *Bill me now based on Student enrollment or participation last year.*

☐ *Bill me on September 15th, December 15th, and April 15th, and shall be due within thirty (30) days of receipt of such invoice.*

Signatures

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

CUSTOMER

By: _____
Position: _____

By: _____
Position: _____
Date: _____

FINALFORMS

By: _____
Position: _____

Date: _____

FinalForms Agreement

This FinalForms Agreement ("Agreement") is made and entered into on 7/1/18, by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the Field Local Schools ("Customer" or "Client" or "Subscriber" or "Party"), an Ohio political subdivision (collectively, "the Parties").

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

The Parties hereto agree as follows:

1. Contract Period

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

2. Billing and Payment

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

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

3. Representations and Warranties

Compliance with the Laws. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement. The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, applies to an "educational agency or institution" that receives federal funds under any program administered by the Secretary of Education. FinalForms is not an "educational agency or institution" under 20 U.S.C. §1232g. Rather, Finalforms is a for profit corporation existing under the laws of the State of Ohio. Consequently, FinalForms is not bound by FERPA. It is the obligation of all applicable educational agencies and institutions to comply with the requirements imposed by FERPA, including those requirements that pertain to student educational records.

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

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

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

4. Termination

Either Party may give notice of termination of the Agreement at least thirty (30) days prior to the expiration of the original term. If Customer terminates this Agreement, then, in addition to amounts due for use of the Software based on the number of students whose data has been converted into electronic format in accordance with this Agreement, and the Support Services ("Services") actually rendered prior to the termination of this Agreement, there shall be immediately due and payable by Customer an amount equal to one-hundred percent (100%) of the fees that would have been paid for the remainder of the term but for the termination.

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

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

5. Licenses

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

6. Customer Data

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

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

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

7. Limitation of Liability

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

No Infringement: FinalForms warrants the Software will not infringe any patents, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret.

Customer shall notify FinalForms promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). FinalForms may agree to defend, indemnify, and hold Customer harmless from any such action at FinalForms' sole expense, provided that FinalForms shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with FinalForms in such defense, negotiations and/or settlement.

8. Customer Responsibility

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

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

Customer is not permitted to resell the Services.

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

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

9. Confidential Information

Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, and product development plans, forecasts, strategies and information marked "Confidential," or if disclosed orally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor.

Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized representative or designee of such disclosing party; and (iv) the receiving party is legally compelled to disclose, provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking

disclosure, and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

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

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

10. Back-up of Data

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

11. General Provisions and Force Majeure

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

Agreement, shall be binding upon FinalForms or effective for any purpose, unless expressly accepted by FinalForms in a signed writing by an authorized representative.

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

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

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

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

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

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

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

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

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

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

12. Signatures

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

CUSTOMER

By: _____
Position: _____

By: _____
Position: _____

Date: _____

FINALFORMS

By: _____
Position: _____

Date: _____

(Exhibit S-11)

OTOS
ONLINE TASK ORDER SYSTEM

5/8/2018

**AGENCY SELECTION SHEET - T2-18-0033 Parking Lot Reseal**

OAKS # 0000170792

| Proposal Type | | Johnson Laux Construction Ohio | Vasco Asphalt Company | |
|-----------------------|-----------------------|---|--------------------------|------|
| Option 1 Seal | Contractor Proposal | \$ 15,500.00 | \$ 18,294.00 | \$ - |
| | IAP Fee | \$ 1,238.45 | \$ 1,461.69 | \$ - |
| | Total Option 1 | \$ 16,738.45 | \$ 19,755.69 | \$ - |
| Option 2 Overlay | Contractor Proposal | \$ 82,500.00 | \$ 76,120.00 | \$ - |
| | IAP Fee | \$ 6,591.75 | \$ 6,081.99 | \$ - |
| | Total Option 2 | \$ 89,091.75 | \$ 82,201.99 | \$ - |
| Requested Contingency | | Percent Applied to Total Agency Cost: _____ % OR Specific Dollar Amount: \$ _____ | | |

Chosen Proposal

Explanation (if any):

1. No full depth repairs are included in the seal coat pricing.
2. A third bid was received from a bidder who did not attend the mandatory pre-bid meeting. This bid was disqualified.

This project went out for competitive solicitation to 51 prequalified contractors and received 3 price proposals. IAP is providing you with the 2 best value proposals. Please review these proposals and direct any questions you may have to David Snyder at dsnyder@iap-gsg.com or 614-981-0683

Once you have made your selection, please fill out this sheet and return it to Michelle Brillon at mbrillon@iap-gsg.com so that we may begin the process of reaching out to the contractor and preparing for this project. Thank you and we look forward to receiving your selection!

Authorizing Signature_____
Date

4/25/2018

Field Local Schools Mail - A quote has been created from Pioneer Athletics



Exhibit S-12

May 14, 2018

Nicole Kosewick

A quote has been created from Pioneer Athletics


1 message

blarkins@pioneerathletics.com <blarkins@pioneerathletics.com>

Tue, Apr 24, 2018 at 3:52 PM

To: Nicole.kosewick@fieldlocalschools.org

Cc: blarkins@pioneerathletics.com

| | | | | | |
|---|---|------------------------------|-------------------------------|-----------------------|---|
|  4529 INDUSTRIAL PARKWAY • CLEVELAND, OHIO 44135 VOICE: 8008771500 • FAX: 8008771511 | | DROP SHIP: FI3885001 | | | |
| | | CUSTOMER ACCT. NO. FI3885 | | | |
| SOLD TO (SAME AS SHIP TO UNLESS INDICATED) FIELD LOCAL SCHOOLS | | | ATTN: ACCOUNTS PAYABLE | | EMAIL: Email Information Missing |
| STREET: 1473 SAXE RD | | | FAX: () - | | PHONE: (330)673-2676 |
| CITY / STATE: MOGADORE OH | | | ZIP CODE: 44260-9790 | | COUNTY: SUMMIT |
| SHIP TO: FIELD HIGH SCHOOL FIELDHOUSE | | | ATTN: NICOLE KOSEWICK | | EMAIL: Nicole.kosewick@ fieldlocalschools.org |
| STREET: 2900 STATE ROUTE 43 | | | FAX: () - | | PHONE: (330)531-3152 |
| CITY: MOGADORE | | STATE: OH | ZIP CODE: 44260-9715 | | COUNTY: PORTAGE |
| DATE OF ORDER: 4/24/2018 | BUYERS NAME: NICOLE KOSEWICK - FIELD LOCAL SCHOOLS | | | | CUSTOMER PURCH. ORDER NO. HOLD FOR PO |
| SALESPERSON 39 39 | | SALESMAN ORDER NO. | | TERMS: NET 15 DAYS | |
| DELIVERY NOTES: Deliver Week Of: 4/30/2018 | | | MASTER TRACKING NUMBER: | | Dock: |
| Item Number | Product | Qty | Unit Price | Tax | Sub Total |
| FRT | SHIPPING & HANDLING CHARGES | 1 | \$0.00 | \$0.00 | \$0.00 |
| NEED | GYM WALL PADS. 2" FOAM PADS WITH 1" NAILING LIPS. | 1 | \$4,685.24 | \$0.00 | \$4,685.24 |
| Total value of items in this order: | | | \$4,685.24 | \$0.00 | \$4,685.24 |
| Notes: PLEASE CALL NICOLE KOSEWICK @ (330) 673 9591 ONE HOUR BEFORE DELIVERY. MUST DELIVER NO LATER THAN 2:00PM. PLEASE HAVE A PALLET JACK ON THE TRUCK. | | | | | |