

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
December 16, 2019**

The Field Local School District Board of Education held its Regular Meeting on Monday December 16, 2019 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, Randy Porter-Yes, Larry Stewart-Yes, Laura May-Yes
Student Representative-Sarah Snyder-Yes

Member Kline moved, seconded by Member Stewart that the Field Local Board of Education approve the minutes from the November 18, 2019 regular meeting. **19-0071**
Mrs. May noted a few minute corrections that were made.
Roll Call: Kline-Yes, Stewart-Yes, Calcei-Yes, Porter-Yes, May-Yes.
President declared the motion carried

Member Calcei moved, seconded by Member Porter that the Field Local Board of Education adopt the following agenda for the December 16, 2019 regular meeting. **19-0072**
Roll Call: Calcei-Yes, Porter-Yes, Kline-Yes, Stewart-Yes, May-Yes.
President declared the motion carried

Student Representative Report – This past Friday student council put on a winter sports pep rally. /Yesterday choir, concert choir & band put on their holiday concert. They sounded great and the concert was a success. /The junior class is holding a prom fundraiser at the Brimfield Chipotle on Wednesday, December 18th from 5-9 pm. /This week is exam week. The exams will be held on Wednesday, Thursday and Friday. /Maria Sziva scored her 1000th point in her basketball career against Mogadore on December 9th. She's the fourth player in our basketball history to reach 1,000 points. /Wrestler Alex Savering, won his 100th match this past Saturday at the Marlinton Invitational.

Superintendent's Report - Mr. Heflinger presented Student Representative, Sarah Snyder with a small gift as a token of her service and for doing an excellent job. Mr. Heflinger also presented board member Mrs. May with a small gift of appreciation for all of her support, help, understanding and advice as we have gone through the last six and half years together. Mr. Carpenter and I, along with the entire district appreciate all you have done for us.

Legislative Liaison Report - Mr. Stewart took his time to comment on how he and Mrs. May had been talking back and forth about running for the school board again. Mr. Stewart commented on all of the stuff they have been through together including the hiring of a new Superintendent and Treasurer. Mr. Stewart said that they should have given Mrs. May an office in the school because she

has done so much. In closing, Mr. Stewart said that Mrs. May was a great person to have on the Board and that she was always the rock that could be counted on. I am really going to miss you.

- **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 visitor's 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 Porter moved, seconded by Member Calcei that the Field Local Board of Education approve the consent agenda as presented. 19-0073

Mrs. May - The agenda includes the CRA Agreement with Brimfield Township.

Mrs. Kline – Questioned the approval of a volunteer. Through discussion it was pointed out that the individual in question was not at practice working with students and therefore not required to be Board approved.

Mr. Carpenter – Explained the advance from the General Fund to the P.I. Fund for the parking lot. The advance will be repaid once the district starts receiving the P.I. funds from the recent levy. Along with that discussion, Mr. Calcei asked where we were at in the process? Mr. Heflinger gave a brief update.

Mr. Porter – Asked how the district was doing with the bus driver shortage and if the new digital sign was covered under the districts property insurance? Mr. Carpenter stated that yes, the sign is covered and will be listed under the district's fixed assets.

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

CONSENT AGENDA

Superintendent Items

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

Classified

1. Leigh Ann Harris, Bus Driver (Bus #5) effective December 17, 2019 for the remaining 108 days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
2. Emily Longfellow, Athletic Ticket Taker for the 2019-2020 school year.

Classified Substitutes (2019-2020 School Year)

Pending completion of required paperwork/certification

Sumner Wilson

Leigh Ann Harris

Carrie Firth

Russell Shaffer

Emily Longfellow

- **Resignation(s)**- The Superintendent recommends that the Field Local Board approve the following resignations:

1. Autumn Gowdy, Bus Aide, effective November 12, 2019.
2. Kendrick Ertley, Grounds/Maintenance, effective December 27, 2019.
3. Justin Grund, Head Custodian at Suffield Elementary, effective December 19, 2019.
4. Levi Miller, Winter Fitness Advisor effective December 3, 2019.
5. Ember Kommel, Principal's Secretary at Suffield Elementary effective January 10, 2020.

- **Resignation(s) / Transfer(s)** - The Superintendent recommends that the Field Local Board approve the transfer(s) of the following:

1. Martha Long, Bus Driver (Bus #35) will transfer to (Bus #6) effective November 26, 2019.
2. Dalton Brainard, Bus Driver (Bus #17) will transfer to (Bus #35) effective date TBD.

- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2019-2020 school year.

Certified Athletic

1. James Dutched, Winter Fitness Advisor 50%-\$529.00
0 years experience, 1 year contract

Certified Academic

1. Connie Tenney, Pen of Ohio Advisor-High School-\$1,411.00
3 years experience, 2 year contract
 2. Clark Bookman, Special Ed Dept. Head-Middle School (2nd sem)-\$529.00
0 years experience, 1 year contract
 3. Amanda Karpinecz, Special Ed Dept. Head-Brimfield (2nd sem)-\$529.00
0 years experience, 1 year contract
- **Volunteers** – The Superintendent recommends that the Field Local Board of Education approve the following volunteers for the 2019-2020 school year:
 1. Brenton Sears, film manager for boys basketball.
 - **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:
 1. Educational Funding Group, Inc.-E Rate Consulting Services- July 1, 2022-June 30, 2023. (Exhibit S-1).
 - **Reading Improvement Plan** – The Superintendent recommends that the Field Local Board of Education approve the Reading Improvement Plan for Field Local Schools (Exhibit S-2).
 - **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the resolution in support of the creation of a negotiation committee for community reinvestment areas within Brimfield Township including, but not limited to, Portage County Commissioners Resolution No. 85-331 (Exhibit S-3).
 - **Resolution** – The Superintendent recommends that the Field Board of Education accept the resignation of Brenton Andrea from all employment with the Board, effective at the end of the workday on January 17, 2020, and approves the agreement between Brenton Andrea and the Board regarding Mr. Andrea's employment, which was executed by Mr. Andrea on December 9, 2019.
 - **Board Policy** - The Superintendent recommends that the Field Local Board of Education conduct the second and final reading of the following policy for Board adoption:

7.33 Career Advising

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:

1. Financial reports for the period ending October 31, 2019.
2. Approve funds along with the associated revenue and expenditure accounts:

019 9021 Walmart-Community At Large
003 9019 Permanent Improvement

3. Approve the following fund advance:

\$180,000.00 from 001 to 003 9019

4. Recommend to approve the following appropriation modification:

019 9021 from \$0.00 to \$1,250.00
003 9019 from \$0.00 to \$180,000.00

5. Recommend to approve the Direct Payment Settlement Agreement between the Field Local Board of Education and RBS Realty LLC in the amount of \$7,500.00 (Exhibit T-1).

- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):

1. Suffield Elementary PTA, donation for “morning muffins”-\$350.00.
2. Patricia Waliga, donation to Brimfield Elementary library-\$5,000.00.
3. Bridge Bible Church-volunteer rent payment-\$100.00.
4. Portage Soil & Water Conservation District-\$400.00 to High School Science Dept.
5. Daniel & Erin Roberts, donation of a stereo system to the physical ed class at Suffield.
6. Suffield Elementary PTA, donation of Orff Instruments-\$1,933.50.

- **Notices**

1. The Treasurer recommends that the Field Local Board of Education establish the date, time and location of the 2020 Organizational Meeting in accordance with Section 121.22 and 3313.04 ORC.

Organizational Meeting
Regular Meeting
Location

January 13, 2020 6:30 p.m.
January 13, 2020 7:00 p.m.
Field High School Cafeteria

2. The Treasurer recommends that the Field Local Board of Education appoint Randy Porter as President Pro Tempore to chair the 2020 Organizational Meeting until a president is elected.

There being no further business to come before the Field Local Board of Education
Member Stewart moved, seconded by Member May to adjourn the December 16, 2019
regular meeting.

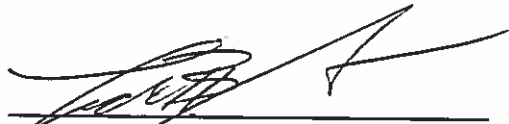
19-0074

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

The meeting was adjourned at 7:15 P.M.



Laura May, President



Attest: Todd Carpenter, Treasurer

**Agreement By and Between
Educational Funding Group, Inc. and Field Local School District
For E-rate Consulting Services**

For E-rate Funding Year 2020:	July 1, 2020 – June 30, 2021	<u> </u> *
For E-rate Funding Year 2021:	July 1, 2021 – June 30, 2022	<u> </u> *
For E-rate Funding Year 2022:	July 1, 2022 – June 30, 2023	<u> X </u> *

** Please check off all of the desired year(s)*

I. Parties and Commencement of Contract

This Agreement (hereinafter "Agreement") is entered into by and between **Field Local School District** (hereinafter "Client") and Educational Funding Group, Inc., (hereinafter "EFG") at Cleveland, Ohio. **Field Local School District** and EFG may also be hereinafter referred to individually as "Party" or collectively as "Parties."

This Agreement shall commence when signed by both Parties hereto and shall remain in full force and effect until, for each funding year, all funding is awarded, pertinent administrative appeals are exhausted and associated work is complete.

1.01 Recitals

In consideration of the mutual covenants and agreements to be kept and performed on the part of the Parties hereto as herein stated the Parties stipulate as follows:

- EFG is in the business of performing consulting services relative to the Federal Communication Commission's ("FCC") E-rate program. EFG represents it possesses the qualifications, resources, and experienced, qualified personnel to provide such services; and,
- Client desires to retain EFG as its consultant to perform E-rate work associated with the funding year(s) governed by this Agreement and hereby confers authority upon the personnel and agents of EFG to act as Agent(s) and represent Client with the Schools and Libraries Division ("SLD") of the Universal Services Administrative Corporation ("USAC") regarding all matters involving the Client's E-rate applications as governed by this Agreement; and
- Both parties affirm their respective obligation to follow all applicable FCC/USAC E-rate rules and regulations in the performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

II. Scope of Work

2.1 General Statement. EFG will perform E-rate consulting services during the time period governed by this Agreement including administrative appeals of adverse decisions, if any, related to work done by EFG.

2.2 Scope of Services Provided by EFG.

During the term of this Agreement, and any renewal periods, EFG will provide the following services:

- **Form Preparation:** EFG will prepare and process all necessary E-rate applications and forms on behalf of Client including, but not limited to, FCC Forms 470, 471, 486, 472, 498 and 500. All forms prepared by EFG will be submitted to the Client for review and final approval prior to submission.
- **Technology Review:** Review Client's existing technology needs in the areas of E-Rate eligible services, including: Broadband, Internet Access, Self-Provisioned Networks and Services, Internal Connections, Basic Maintenance of Internal Connections and Managed Internal Broadband Service (MIBS) so as to maximize Client's E-rate funding and help ensure a robust network.
- **Competitive Bidding:** EFG will assist and guide Client through E-rate competitive bidding processes. This will be done in close cooperation with Client who shall have responsibility, and final say, for the selection of all Service Providers and services. If requested, EFG will assist Client with contract negotiation for its E-rate eligible services. It is strongly recommended that prior to signing, Client send copies of proposed contracts to EFG so they may be reviewed for E-rate compliance (only) prior to the FCC Form 471 being submitted.
- **Participation in USAC Review Processes.** Except as otherwise provided herein, EFG will provide guidance, advice, and prepare written responses to USAC Program Integrity Assurance (PIA), Cost-effectiveness Reviews, Payment Quality Assurance (PQA) Reviews and Selective Service Review (SSR) inquiries as appropriate.
- **Document Retention.** EFG will retain copies of all documents associated with the funding years governed by this Agreement for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.
- **E-rate Compliance and Legal Matters.** As appropriate, EFG will apprise Client of the FCC's and USAC's E-rate rules and regulations including FCC policy changes and rulings. **EFG will not render any legal or regulatory advice to Client or perform legal work of any kind.** Legal advice will only be provided by an experienced attorney selected and retained by EFG.

- **Filing of Waivers and Appeals.** Appeals and Requests for Waivers to USAC and/or the FCC are included in the fees; specifically excluded are any appeals to federal courts.
- **Ancillary Services Provided by EFG Include:**
 - Reviewing Client's budget necessary to support the current E-rate application;
 - Tracking of FCC/USAC Category 2 'five-year budgets;
 - Support and evaluation of NSLP/CEP data; and
 - Reconciliation of E-rate reimbursements.

2.03 Professional Services Available at an Additional Cost

- **Audit Services:** FCC/USAC post-funding audits that occur later than five (5) years after the last date of service may be provided at an additional cost to be agreed on between the parties. Also available are E-rate support documentation binders with digital supplementation. Any such agreements shall be embodied as addenda to this Agreement.
- **Additional Professional Services:** Technology planning, design of telephone, voice and/or video systems, and other technology-related, non-E-rate services are available at an additional agreed upon cost.

2.04 Client Responsibilities

Client's responsibilities during the term of this Agreement, and any renewal periods, include, but are not limited to:

- **Letter of Agency (LOA):** For each funding year governed by this Agreement, Client shall execute a Letter of Agency authorizing EFG's interaction with USAC on its behalf;
- **USAC EPC Portal:** Client must register with the E-rate Productivity Center (EPC) and provide EFG with the required authorization to 'view, create and submit' forms, so that EFG may perform its obligations under this agreement. EFG will assist Client's USAC-designated Administrator in setting up the EPC account.
- **Information and Documentation:** USAC imposes strict deadlines on responding to information requests. Unless otherwise specified, Client shall provide all information, documentation and data requested by EFG within five (5) Client business days of each request. Failure of Client to meet this timetable may result in loss of funding. Continued failure of Client to timely respond may result in termination of this Agreement;
- **Funds:** Client shall secure the necessary funds to meet its non-discounted share of E-rate funding, which Client acknowledges will not be paid or subsidized by any service provider;

- **Procurement:** In addition to FCC competitive bidding requirements, Client shall ascertain and comply with all applicable state and local procurement laws and policies;
- **Contracts:** After the competitive bidding period closes, Client shall obtain all required service provider contracts and forward them to EFG for E-rate compliance review, preferably prior to signing. Once contracts are fully executed, Client shall send copies to EFG to satisfy FCC document retention requirements. This provision also applies to written renewals or extensions of existing contracts. Client agrees to send all contracts and/or renewals/extensions to service providers in a timely manner so as to meet E-rate requirements and allow for timely filing of the Form 471;
- **CIPA:** Client shall comply with the requirements of the Children's Internet Protection Act ("CIPA");
- **Document Retention:** Client shall retain its copies of all E-rate documents for the time period necessary to remain in compliance with FCC rules, which is currently ten (10) years from the last date of service.

III. Independent Contractor

The parties acknowledge and agree that EFG is an independent contractor.

IV. Term

This contract is for the E-rate funding years selected above and may be renewed annually by mutual agreement of the Parties. (West Virginia clients are allowed two one year renewals off of the original base term year(s) of contract). Renewals will be requested in writing via letter, fax or e-mail. Confirmation of renewal shall be attached to this contract. EFG will contact Client in advance of the renewal period to ascertain Client's intent to renew. The provisions of this contract pertain only to work associated with the E-rate Funding Year(s) referenced above and to any renewal periods. EFG will provide E-rate support to Client for five (5) years after last date of service, at no additional charge, for each funding year's applications filed by EFG.

V. EFG's Fee Structure and Payment Terms:

5.01 Cost for Complete Funding Year services:

For each funding year, services rendered by EFG will be:

Category 1 and Category 2 combined: Ten percent (10%) of the FCC approved actual disbursed funding from the US Treasury or \$2,500, whichever is greater.

If Client applies for, and is awarded, Category 2 funding and Client decides to cancel the project, or for any reason decides not utilize all or some of the Category 2 funding, Client may be

All payments due under the terms of this Agreement shall be made within thirty (30) days of invoice and remitted to EFG's office located at 26650 Renaissance Parkway, Suite #2, Cleveland, Ohio 44128, or to any other mailing address provided

VI. Mutual Cooperation

6.1 Time is of the essence for the completion of the work described in this contract. It is anticipated by the parties that all work described herein will be completed within two (2) weeks of the date of execution, and that any delay in the completion of the work described herein shall constitute a material breach of this contract.

6.02 The Parties shall cooperate with each other in the performance of their obligations hereunder, including Client securing and providing all information, documentation and data to EFG in accordance with the Information and Documentation section referenced above, so that all filings may be completed before applicable deadlines. This includes but is not limited to: information and documentation requested by EFG, service provider evaluation(s), signed contracts/renewals with service providers.

VII. Confidentiality

7.01 Confidential Information.

The parties acknowledge in the course of negotiations, contract(s) or dealings, with EFG, the Client may receive certain proprietary or confidential information from or about EFG and its affiliates, officers, owners, directors or employees; said confidential information consisting of, but not limited to:

- (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, computer programs and research projects.
- (b) Business information: Customer lists, names of potential customers, proposed business transactions with third parties, pricing data, sources of supply or financial data.
- (c) Other confidential and proprietary information relating to EFG or its business whether provided orally or in writing.
- (d) All such technical, financial or other business information supplied by EFG or its Representatives is hereinafter referred to as "Information."

7.02 Non-Disclosure Obligation.

For good consideration, Client as well as any of its Representatives receiving Information agree to and shall keep such Information confidential, and shall not disclose or divulge, in whole or in part, to others, other than to its Representatives who need to know such Information in connection with Client's negotiations, contract(s) or involvement with EFG,

who shall be informed of the confidential nature of the Information and who shall be required by Client to treat such Information confidentially.

7.03 Non-Use Obligation

In addition to its obligation of non-disclosure hereunder, Client agrees that it will not, directly or indirectly, attempt to appropriate or otherwise use, for its or other parties benefit, the Information of EFG.

VIII. Assignment

Neither Party may assign this Agreement or any right or interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IX. Miscellaneous

- 9.1 Any amendment, supplement, or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. The Parties acknowledge that the terms of this Agreement may need to be modified to accommodate changes in the E-rate program rules and regulations.
- 9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
- 9.3 All agreements and covenants herein are severable, and in the event any of them is held to be invalid by any competent court, the Agreement will be interpreted as if such invalid agreements or covenants were not contained herein. The parties further agree that in the event such portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.
- 9.4 Both Parties shall comply with provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in connection with the performance of their obligations hereunder.
- 9.5 No waiver by any party of the breach of any term or provision of the Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or provision.

X. General Provisions

This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the matters herein, and supersedes all prior or contemporaneous representations or agreements, written or oral, with respect to the matters covered herein.

Nothing in this Agreement is intended to create, or shall be construed as creating, a joint venture, partnership, agency, or taxable entity between the Parties, or any right to pledge the other's credit.

Neither Party shall be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labor dispute, accident, civil commotion, epidemic, or any other cause beyond such Party's reasonable control.

This Agreement may be terminated immediately by either Party upon any breach by the other Party of any terms or conditions contained herein. Any such termination shall be presented to the other Party in writing.

No termination of this Agreement shall release either Party from its obligation to pay the other Party any amounts which accrued prior to such termination or which shall accrue after such termination.

The Parties acknowledge that the provisions of this Agreement have been negotiated between them. Therefore, regardless of any Canons of Construction, laws or regulations to the contrary, this Agreement, including addendum, shall not be strictly construed against the drafter.

XI. Notices

All notices and other communications to be given to any party hereto in accordance with the provisions of this Agreement shall not be effective unless in writing and shall be deemed to have been given:

- i. on the date of receipt if hand-delivered; or
- ii. five (5) business days after being sent by registered or certified mail, postage prepaid, return receipt requested;
- iii. three (3) days after being sent by overnight courier, or on the date delivered as per the courier's records; or
- iv. on the date of receipt, with receipt confirmed, if sent by telex, facsimile or other telecommunications equipment,
- v. on the date of receipt, with receipt confirmed, if sent by e-mail.

In each case any such notice shall be addressed to the relevant party at the address stated below:

Educational Funding Group, Inc.	Field Local School District
26650 Renaissance Pkwy, Suite #2	2900 St. Rt. 43
Cleveland OH 44128	Mogadore, OH, 44260-9790

Phone: 216-831-2626

Phone: _____

Fax: 216-831-2822

Fax: _____

E-mail: erate@naa.com

Email: _____

Client shall have five (5) Client business days after notification to cure any default.

XII. Electronic Signatures

Facsimile, pdfs and other electronic copies, including signatures, shall be deemed authentic.

Each undersigned signatory represents that each has authority to enter into this Agreement on behalf of its respective Party.

Educational Funding Group, Inc.

Field Local School District

Paul Karas, President

Signature

David O. Heflinger
Printed Name

Superintendent
Title

12/17/19
Date

Date

Reading Improvement Plan

Field Local Schools

District IRN: 049197

District Address: 2900 State Route 43, Mogadore, OH 44260

Plan Completion Date: August 12, 2019

Lead Writers: Bethany Hudson, Barb Hawley, Kari Walchalk, Kristen Luchka, Maria Beech

Reading Committee Team Members

Name	Building	Grade-Level	
Holly Kear	Suffield	K	
Kim Mullaly	Brimfield	1	Reading Endorsement
Theresa Scotton	Suffield	3	Reading Endorsement
Michelle Yoho	Brimfield	4/5	
Maria Beech	Suffield	Title I Reading	Reading Endorsement
Kristen Luchka	Brimfield	Title I Reading	Reading Endorsement
Kari Walchalk	Brimfield	Title I Reading	Reading Endorsement
Carrie Adamo	Suffield	Multi	Intervention Specialist
Julia Marks	Brimfield	Multi	Intervention Specialist
Megan Longfellow	District	Director of Student Services	
Bethany Hudson	District	Director of Curriculum	
Barbara Hawley	Brimfield	Principal	Reading Endorsement

Alignment Between the Reading Achievement Plan and Overall Improvement Efforts

The district is in Independent status, and uses the Ohio Improvement Process to develop district-wide student achievement and climate goals. The District Leadership Team has an on-going academic goal that specifies a focus on improving reading achievement. The current goal reads: The percentage of students proficient on the State Assessments will increase in reading by 3% for the “all students” subgroup, and by 5% for the “students with disabilities” subgroup by the end of the 2019-2020 school year. The work of the reading committee is intended to support the implementation of the district academic achievement goal.

Why a Reading Achievement Plan is Needed in Our District

The district's 3rd- Grade Reading Achievement scores on Ohio's State Tests, fell below the state benchmark of 80% beginning in the 2015-16 school year. The scores have been inconsistent in subsequent years, but have remained below the 80% benchmark.

School Year	3rd Grade ELA Score
2018-19	69.2%
2017-18	64.8%
2016-17	78.3%
2015-16	66.9%

Reading Diagnostic Results

Percentage of Students on Reading Improvement Plans - Sept. 2019

Kindergarten - 50%

1st Grade - 54%

2nd Grade - 48%

3rd Grade - 43%

Analysis of Factors Contributing to Low Reading Achievement

Kindergarten Readiness Assessment Results

Forty-six percent of students entering Kindergarten in the Fall of 2019 scored at or below the Ohio Department of Education's cut score for On-Track Literacy skills, as demonstrated by their performance on the Kindergarten Readiness Assessment. Nearly half of the students entering Kindergarten need remediation in foundational literacy skills in order to be considered “on-track” to become proficient readers.

Foundational Skills - MAP Results

The results of the Fall 2019 administration of the MAP Growth K-2 reading assessment indicate an overall weakness in foundational skills for students entering Kindergarten and First Grade. Fifty-four percent of Kindergarten students scored in the Low (<21%ile) or Low Average (21-40%ile) for foundational skills. This was, by far, the weakest standard area of the four areas assessed by MAP Growth in Kindergarten. Forty-two percent of First Graders scored in the Low (<21%ile) or Low Average (21-40%ile) for foundational skills. Nearly half of first-grade students are working below expected levels for “on-track” performance in foundational reading skills.

Evidence-Based Practices and Interventions to Support Learners

These programs are designed to build foundational reading skills in the earliest learners. These programs were chosen based on needs identified by analyzing data from the following sources K-3 Literacy, MAP Growth K-2, Guided Reading Benchmark Assessments, and other classroom data. The following recommendations come from the 2016 publication, *WHAT WORKS CLEARINGHOUSE™ (WWC) Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade* report.

Recommendation 2. Develop awareness of the segments of sounds in speech and how they link to letters

Recommendation 3. Teach students to decode words, analyze word parts, and write and recognize words.

Phonological Awareness Training using these tools supports the WWC recommendations.

Phonemic Awareness - Heggerty - Grades K, 1, & 2

Phonics Program - Foundations - Grades K, 1, 2, & 3

The Field Local Schools Reading Committee have mapped the Heggerty and Foundations curricular requirements for each grade level, in order to facilitate the integration of these tools into existing reading instruction.

FIELD LOCAL BOARD OF EDUCATION

**A RESOLUTION
IN SUPPORT OF THE CREATION OF A NEGOTIATION COMMITTEE FOR
COMMUNITY REINVESTMENT AREAS LOCATED WITHIN BRIMFIELD
TOWNSHIP**

WHEREAS, The Portage County Board of County Commissioners has previously adopted legislation, with the support and consent of the Township, creating community reinvestment areas within Brimfield Township including, but not limited to, Portage County Commissioners Resolution No. 85-331; and

WHEREAS, upon review of the CRAs existing within the Township, the Township Trustees have determined that the creation of a "negotiation committee" as contemplated by the Ohio Development Services Agency and Ohio Revised Code Chapter 3735 is in the best interest of the Township and its residents, as such committee will allow for additional and timely input, exchange of information, and transparency regarding CRA applications coming before the County and impacting Brimfield Township and the Field Local School District; and

WHEREAS, it is recognized that the current CRAs existing within the Township are "pre-1994" CRAs, and thus the involvement with and review of applications is more limited, the role of such a negotiation committee may be expanded upon in the event any CRA becomes a "post-1994" CRA by operation of law; and

WHEREAS, a negotiation committee will currently assist the political subdivision as well as applicants in understanding the CRA program, process, the potential impacts on the School District, Township and County, and the circumstances under which the maintenance and construction of structures in certain areas would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the creation of the negotiation committee is not in any way intended to impact or infringe upon the responsibilities or duties of the County, housing council, or the designated housing officer that may be responsible for reviewing and verifying elements of CRA applications.

NOW, THEREFORE, BE IT RESOLVED by the Field Local Board of Education, County of Portage and State of Ohio:

Section 1. That the Field Local Board of Education hereby indicate their support for the creation of a "negotiation committee" as contemplated by the Ohio Development Services Agency and Ohio Revised Code Chapter 3735 concerning community reinvestment areas located within Brimfield Township, and operating pursuant to such other rules and regulations as the Township, School District, and County may otherwise agree consistent with Ohio law as well as the following:

- The Negotiation Committee shall be comprised of four members. Two of the members shall be representatives from the Township, and designated by the Township Trustees. The remaining two members shall be representatives from the Field Local School District, as designated by the School Board.

over

- The County shall immediately forward any applications received by it to the Negotiation Committee, and expedite any requests for information made by the Committee. The Committee shall then timely review any application received by it, inform the Township Trustees and School Board of the nature of the application, and thereafter transmit any comments or concerns the Committee may have to the County prior, including whether or not the application appears to satisfy the requirements set forth in the Revised Code for approval of an application.
- In the event any CRA located within the Township becomes a “post-1994” CRA by operation of law, the Committee shall promulgate standards to thoroughly review the nature of the investment involved, the number and type of positions of employment being created, the infrastructure costs involved with an application, along with the overall impact of proposed projects on the local community, including the School District. Such standards shall be utilized in determining the nature and extent of any CRA application that may be granted.
- In no event shall the Committee’s “Pre-1994” CRA review process delay the County or School Board’s review process.

Section 2. That a copy of this Resolution be forwarded to Portage County as well as the Trustees of Brimfield Township.

Section 3. It is found and determined that all formal actions of the Field Local School Board members concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution shall take effect upon adoption by the Field Local School Board of Education or after the earliest period allowed by law.

Meeting Date: _____

BOARD PRESIDENT: _____
Laura May

BOARD VICE PRESIDENT: _____
Steve Calcei

MEMBER: _____
Julie Kline

MEMBER: _____
Randy Porter

MEMBER: _____
Larry Stewart

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 16th day of November, 2019 by RBS Realty LLC (the "Owner"), the Board of Education of the Field Local School District (the "School Board"), and their successors and assigns (together, the "Parties").

WHEREAS, the subject property is located at 4658 Crystal Parkway, Kent, Ohio and is currently identified by the Portage County Auditor (the "Auditor") as permanent parcel number 49-020-00-00-023-026 ("Subject Property"). The Subject Property comprises a manufacturing facility.

WHEREAS, the Auditor assigned a fair market value of \$5,472,200 to the Subject Property for tax year 2018.

WHEREAS, the Owner filed an original complaint with the Portage County Board of Revision ("BOR") seeking to reduce the Auditor's original \$5,472,200 value for the Subject Property to \$3,500,000 for tax year 2018.

WHEREAS, at the BOR hearing, the Owner introduced the testimony and appraisal report of Charles G. Snyder, an MAI appraiser, which concluded to an opinion of value of \$4,200,000 for the Subject Property for tax year 2018.

WHEREAS, the BOR issued a decision reducing the value of the Subject Property to \$4,572,380 for tax year 2018.

WHEREAS, the Parties both appealed the BOR's decision to the Ohio Board of Tax Appeals (the "BTA"), which the BTA denoted consolidated BTA Case Nos. 2019-1041 and 2019-1052 (the "Appeals").

WHEREAS, the Parties now wish to settle and fully resolve the Appeals.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Within 10 days of the School Board signing the Agreement and providing a copy to counsel for the Owner, the Owner shall pay the School Board \$7,500 (the "Direct Payment"). The Direct Payment shall be made by check made payable to the "Board of Education of the Field Local School District" and delivered to the following address: Board of Education of the Field Local School District, c/o Todd Carpenter, Treasurer, 2900 St Rt 43, Door #5, Mogadore, OH 44260.

2. Within five days of receiving confirmation from the School Board that the check for the Direct Payment has been deposited and cleared, counsel for the Parties shall execute and file a joint voluntarily dismissal of the Appeals ("Joint Voluntary Dismissal") with the BTA.

3. Except as otherwise provided herein, the intended effect of the Agreement is for the Auditor to retain the BOR's decision adopting a fair market value of \$4,572,380 for the Subject Property for tax year 2018, and to carry-forward a value of \$4,572,380 for the Subject Property for tax years 2019 and 2020.

4. The Parties agree not to file, direct any other individual or entity to file, or in any way pursue an original complaint against the valuation of real property for the Subject Property for tax years 2019 and 2020 unless one of the circumstances enumerated in R.C. 5715.19(A)(2) occurs with respect to the Subject Property. In addition, nothing in this Agreement shall prevent the School Board from filing a counter-complaint in response to an original complaint filed against the valuation of the Subject Property for any tax year.

5. Any and all payments made pursuant to this Agreement shall be deemed payment of real property taxes for the Subject Property.

6. All the individuals signatory to the Agreement represent and warrant their authority to execute and deliver this instrument.

7. The Parties agree that this Agreement, or counterparts as provided herein, may be executed and transmitted via facsimile and/or e-mail and shall, when so executed and transmitted, be valid as though an original.

8. This Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party that are not set forth expressly in this Agreement.

9. The Parties agree they have read this Agreement, understand its terms, and voluntarily accept the consideration recited above for the purpose of making a full and complete compromise, adjustment, and settlement of any and all claims in connection with the Appeals.

10. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio and the Parties consent to the jurisdiction of a court of competent jurisdiction in the event the Agreement is breached.

[The remainder of this page is intentionally left blank.]

WHEREFORE, the Parties now voluntarily and knowingly execute this Agreement.

**BOARD OF EDUCATION OF THE
FIELD LOCAL SCHOOL DISTRICT**

Signature

Print Name

Title

Date

RBS REALTY LLC

Signature

Print Name

Title

Date

T10209-18

#

WHEREFORE, the Parties now voluntarily and knowingly execute this Agreement.

**BOARD OF EDUCATION OF THE
FIELD LOCAL SCHOOL DISTRICT**

Signature

Print Name

Title

Date

RBS REALTY LLC



Signature

RICHARD SIESS

Print Name

OWNER

Title

12-3-19

Date

T10209-18

#

14474204v1