

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
July 15, 2019**

The Field Local School District Board of Education held its Regular Meeting on Monday July 15, 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

Member Kline moved, seconded by Member Stewart that the Field Local Board of Education approve the minutes from the June 10, 2019 regular meeting and the June 28, 2019 special meeting. **19-0049**

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

President declared the motion carried

Member Calcei moved, seconded by Member May that the Field Local Board of Education adopt the following agenda for the July 15, 2019 regular meeting. **19-0050**

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

President declared the motion carried

- **Legislative Liaison Report**
- **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.

Member Porter moved, seconded by Member Stewart that the Field Local Board of Education approve the consent agenda as presented. 19-0051

Mr. Geraghty and Mr. Kulick introduced a few new staff members:

- Shayna MacLean, High School French Teacher graduating from Kent State
- MacKenzie Bowen, High School/Middle School Music Teacher return from Field and a long term substitute
- Ben Swinerton, Boys Varsity Basketball Coach coming to us from Walsh

Mrs. May clarified that inventory disposal is done via auction and pointed out that the district is finally in a position to hire an Elementary Guidance Counselor

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

Certified Employment

1. Amanda Walker, Intervention Specialist at Brimfield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)
2. Kylee Southers, Intervention Specialist at Suffield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)
3. Shayna MacLean, French Teacher at High School effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)
4. Mackenzie Bowen, Music Teacher at High School/Middle School effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)

5. Cady Kommel, Intervention Specialist at Suffield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)

6. Katie Kuzas, Elementary Guidance Counselor at Brimfield/Suffield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)

7. Victoria Bell, Intervention Specialist at Suffield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)

8. Lauren Harris, Certified Teacher at Brimfield Elementary effective August 22, 2019. Rate of pay per Negotiated Agreement.

One year contract Level (TBD) Step (TBD)

9. Awarding of extra time supplementary contracts for 2019-2020 school year.

Katie Kuzas Elementary Guidance Counselor 10 days

Classified Employment

1. Amy Grant, Study Hall Monitor at the High School, 185 days per year, 5.5 hours per day, effective August 26, 2019. Rate of pay per Negotiated Agreement.
2. Sarah Herston, Paraprofessional at Suffield Elementary, 185 days per year, 5.5 hours per day, effective August 26, 2019. Rate of pay per Negotiated Agreement.
3. Martha Long, Cook/Cashier at Suffield Elementary, 186 days per year, 4.5 hours per day, effective August 26, 2019. Rate of pay per Negotiated Agreement.

Classified Substitute Employment (2018-2019 (summer) & 2019-2020 School Year)
Pending completion of required paperwork/certification.

Diana Furby	Kendrick Ertley (eff. 6/12/19)	Joseph Long
Courtney Coffin	Denise Furey	Carol Kruger

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

1. Meredith Stratton, French Teacher at High School effective August 16, 2019.

2. Jennifer Casamento, Parapro at Suffield Elementary effective June 30, 2019.
3. Vicky Makin, High School Library Secretary effective September 24, 2019 due to retirement.
4. Danyel Bright, Paraprofessional at High School effective July 15, 2019.

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

1. Mary Adelman, Teacher at Suffield Elementary will transfer to Middle School effective August 26, 2019.
2. Chelsey Carpenter, Teacher at Brimfield Elementary will transfer to Suffield Elementary effective August 26, 2019.

• **Reduction In Force** – The Superintendent recommends that the Field Local Board of Education approve Reduction in Force due to student enrollment beginning with the 2019-2020 school year for the following personnel:

Erika Gainer	Paraprofessional	Middle School
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• **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. Brandon Morris, Middle School Asst. Football Coach-\$3,444.00
5 years experience, 2 year contract
2. James Dutched, High School Asst. Track Coach-\$3,075.00
0 years experience, 1 year contract

Certified Academic

Heather Mowcomber, Teenage Institute Advisor-\$444.00
0 years experience, 1 year contract

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.

Classified Athletic

1. Dana Tingler, JV/Asst. Girls Basketball Coach-\$3,758.00
2 years experience, 1 year contract
2. Ben Swinerton, Boys Varsity Basketball Coach-\$5,637.00
0 years experience, 1 year contract

Classified Academic

1. Arwen Smith, Drama Play Advisor-\$1,367.00
3 years experience, 1 year contract
2. Arwen Smith, Musical Director-\$1,367.00
3 years experience, 1 year contract
3. Michael Smith, Fall Tech/Set Director-\$342.00
3 years experience, 1 year contract
4. Michael Smith, Spring Tech/Set Director-\$342.00
3 years experience, 1 year contract

- **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:

9.27 School Wellness Policy (Revision)

- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:

1. M. Conley company for miscellaneous cleaning supplies and training for the 2019-2020 school year (Exhibit S-1).
2. Education Alternatives, services for Special Education students for the 2019-2020 school year (Exhibit S-2).
3. Final Forms Agreement-integration with progress book and DASL for the 2019-2020 school year (Exhibit S-3).
4. Revised Independent Contractor Agreement for Jennifer Casamento, July 1, 2019-June 30, 2020 (Exhibit S-4).
5. Portage County Sheriff's Office, School Resource Officer services for the 2019-2020 school year (Exhibit S-5).
6. Summit Educational Service Center, School Psychologist Services for the 2019-2020 school year (Exhibit S-6).

- **Resolution** – The Superintendent recommends that the Field Local Board of Education authorize the following medical providers for T-8 physicals as mandated by the State of Ohio.

1. Medical Mobile of Ohio
 2. Tri County Medical
- **Inventory** – The Treasurer recommends that the Field Local Board of Education approve disposal of the following items:

roper stove range
samsung stove range
6 waffle makers
3 quesadilla maker
3 ice cream maker food processor
mobile dishwasher
cabinet sewing machine
stand alone sewing machine
boxes of used dishes
boxes of used pots and pans
broken k-viac machine

Treasurer Items

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

1. Return of FY19 Advances:

<u>Amount</u>	<u>Fund</u>		<u>Fund</u>
\$2,095.55	Class of 2019	to	001
\$18,868.52	Title II-A	to	001
\$1,976.24	Title IV-A	to	001
\$35,552.92	Title VI-B	to	001
\$31,350.83	Title I	to	001
\$3,537.44	Title 6B Restoration	to	001

- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):
1. Brimfield Lions Club to Brimfield Elementary for 5th grade camp-\$135.00.
 2. Field Middle School staff to Middle School library in honor of Carol Wagoner in lieu of retirement gift-\$100.00.
 3. Bridge Bible Church, voluntary rent payment for Brimfield Elementary-\$100.00

Informational Items

1. The following degree changes will be effective beginning with the 2019-2020 school year:

Sarah Dee BA to B+15

There being no further business to come before the Field Local Board of Education
Member Kline moved, seconded by Member Calcei to adjourn the July 15, 2019
regular meeting.

19-0052

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

The meeting was adjourned at 7:07 P.M.



Laura May, President



Attest: Todd Carpenter, Treasurer



Exhibit S-1
July 15, 2019

1312 Fourth Street SE, Canton, Ohio 44707-3243

800.362.6001 [toll free]
330.456.8243 [local]
330.588.2572 [fax]

M. CONLEY AGREEMENT FOR FIELD LOCAL 2019-2020 School Year

Your price is \$49,920 annually, broken up in 12 monthly payments, due on the first of each month beginning July 1, 2019 through June 1, 2020. Each monthly payment will be \$4,160.

This price will include the following services

- Training on new chemical dilution systems and dispensers
- In-service training and sheets
- SDS Sheets in digital and/or printed format
- Floor care training
- Inventory management and auto-ordering on a bi-weekly basis
- Delivery provided by our trucks

This price will include the following Chemicals

- Hand Soap & Sanitizer
- Hair and Body Soap for Showers
- Dilution centers that includes: floor cleaner, glass cleaners, disinfectant and restroom scale remover
- Dish Sink Sanitizer and Soap
- Floor finish
- Floor Degreaser
- Carpet spotter and extractor products
- Gym Topcoat Products
- Bleach
- Aerosol Disinfectants
- Urinal Screens
- Specialized chemicals (i.e. Graffiti remover, Gum Remover, Furniture Polish) if needed, within reason



1312 Fourth Street SE, Canton, Ohio 44707 3243

800.362.6001 [toll free]
330.456.8243 [local]
330.588.2572 [fax]

This price will include the following Paper products & Can Liners

- Paper Towels for Restrooms
- Jumbo 2-Ply Toilet Tissue
- Sanitary napkin disposal bags
- Can Liners
- Gloves

This price will include the following dispensers

- New Hand Soap & Sanitizer Dispensers printed with the Field Falcon on it
- Dilution Control Equipment for Chemicals including dish sinks
- Toilet Tissue and Paper Towel dispensers can be provided at no charge if Field agrees to proprietary refills; if universal dispensers are requested, we will provide them at our cost. M. Conley will work with manufacturers to assist with the installation of proprietary dispensers.

This price will include the following tools

- Toilet bowl mops and brushes
- Wet mops for finishing and cleaning
- Empty Bottles and Trigger Sprayers
- Chemical Labels for Bottles
- 3M brand floor pads
- Sponges and Scour Pads

Please Note

- Program will be reviewed by M. Conley Monthly to confirm appropriate usage of chemical and paper products.
- Either party may opt-out of this program at any time during the year with written 90-day notice.

Accepted by: _____

Offered by: _____

Date: _____

Date: _____



SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on 7/15/19 2019, between **Field Local Schools** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws,.

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2019-2020 school year;

The Parties agree as follows:

1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.

- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kindergarten. The program is tailored to social skills development and behavior management for children ages 3-5.



v. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.
3. **Term.** The term of this Agreement shall begin August 26th, 2019 and will automatically expire June 5th, 2020.
4. **Rates and Billing.**
 - A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
 - B. The District shall pay EA the cost of providing the enrolled *Day Treatment* student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
 - C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
5. **Termination Of A Student's Placement.**
 - A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
 - B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.
 - C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
 - D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.



6. Education Records.

- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

7. Background Checks And Teacher Licenses.

- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
 - B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.
8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.
9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.



10. Miscellaneous.

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By:

Gerald Swartz, Executive Director

Field Local Schools

By: _____

Name: David O. Heflinger

Title: Superintendent

FinalForms Agreement

This FinalForms Agreement ("Agreement") is made and entered into on _____, by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the _____ ("Customer" or "Client" or "Subscriber" or "Party"), (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.

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, all 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 shall be immediately due and payable by Customer.

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 Customer's 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.

FinalForms will disclose any breach of its security system affecting personal information, in accordance with the requirements of R.C. 1349.19, if applicable.

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: _____

FinalForms Agreement - Exhibit A

This Exhibit shall be attached to and made a part of the FinalForms Agreement between FinalForms and _____ ("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; online and in-person training.

PAYMENT OPTIONS AND PAYMENT PLANS

1. SETUP FEE

** Customer will be billed at the rate of noted on the quote.*

The Setup Fee covers the development of the FinalForms system, including customization, for Academics and/or Athletics and/or Staff. The total Setup Fee will be invoiced upon signing the Agreement and will be due within thirty (30) days of signing the Agreement.

2. ANNUAL FEES (per student)

** Customer will be billed at the rate of noted on the quote.*

Invoices are automatically send on September 15th, December 15th, and April 15th, and shall be due within thirty (30) days of receipt of such invoice unless otherwise agreed upon, which is noted as:

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: _____

Field Local School District OH 2019-20 w/DASL Integration

Prepared on June 19, 2019 - #20190619-133611298

Field Local School District

2900 State Route 43

Mogadore, OH 44260

United States

Amy Glass

amy.glass@fieldlocalschools.org

3306732659

Products & Services

Annual Fee: Staff Services

282 x \$3.25 / year

NOTE: The Annual Fees are estimated based on your total number of staff. You will receive an invoice each year for all staff at the time of billing in accordance with our Agreement. You will only pay once per-staff member per-year.

Annual Fee: Academic Services

1,958 x \$3.25 / year

NOTE: The Annual Fees are estimated based on your total number of students. You will receive an invoice each year for all students at the time of billing in accordance with our Agreement. You will only pay once per-student per-year.

Annual Fee: Academic ProgressBook Integration

1,958 x \$1.00 / year

NOTE: The Annual Fees are estimated based on your total number of students. You will receive an invoice each year for all students at the time of billing in accordance with our Agreement. You will only pay once per-student per-year.

Recurring subtotal \$9,238.00 / year

Total \$9,238.00

This total doesn't include any applicable taxes.

This quote expires on September 17, 2019.

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into on July 1, 2019 -June 30, 2020 by and between Field Local School District and Jennifer Casamento, an independent contractor, hereinafter referred to as a contractor.

The Behavior Coach agrees:

1. Provide bi-weekly billing/invoice sheets to the district indicating details of the services provided
 2. Consult with the districts school psychologists and Director of Special Services on a regular basis regarding student cases and review behavior data.
 3. Indemnify and hold Field Local Schools harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of the contractor in rendering services pursuant to this agreement.
 4. Maintain professional liability insurance.
 5. Perform the essential duties listed in the job description
 6. Contribute board and employee share to STRS in cooperation with Field Local School District
- Field Local Schools

Field Local Schools shall:

1. Pay the contractor \$33 per hour for behavior support services, to be paid on a bi-weekly basis, in response to invoices submitted by the contractor.
2. Employ contractor 30-40 hours per week with no make-up days if school is not in session on the contracted days. Contractor will only be paid for days and hours worked. Number of hours will be at the discretion of the district and based on cases and district needs.

Signatures

Contractor

Date

Field Local School District -Superintendent

Date

SCHOOL RESOURCE OFFICER AGREEMENT

SCOPE OF AGREEMENT AND SERVICES

WHEREAS, the Sheriff's Office agrees to maintain a regularly scheduled School Resource Officer (SRO) assigned to the Field Local School District; and;

WHEREAS, pursuant to Section 311.29, 505.43 and 3313.37 of the Ohio Revised Code, the County Sheriff may enter into contracts with a school district, and a school district may enter into such contracts with the Sheriff, to render any police service to the contracting school district;

WHEREAS, the Field Local School District and the Sheriff's Office pursuant to Section 311.29 of the Ohio Revised Code, desire to enter into such contract;

WHEREAS, the Field Local School District and Sheriff's Office desire to set make certain arrangements in respect to the SRO, this Agreement sets forth the specific terms and conditions of the services to be performed and provided by the SROs in the Field Local School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Mission Statement:

To promote a safe and secure environment for students, faculty, staff and the school community.

Goals:

To promote a visible positive image of law enforcement interaction with students, teachers, staff and school community.

To provide a safe and secure educational environment in partnership with the school system and law enforcement.

To serve as a role model and develop a positive image with the student body.

Develop a mutual partnership to work with faculty and staff to create a well-rounded atmosphere within the school building(s) and on school grounds.

Term of Agreement.

The initial term of this Agreement commences on the 1st day of August, 2019 and ending on the 31st day of July, 2020. However, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon thirty (30) days' notice to the other party. Following the initial term, this agreement may be automatically renewed for successive one-year periods unless either party requests termination or modification of this agreement. Such termination or modification will be made in writing.

School Districts Responsibilities

The Field Local School District shall accomplish the following:

1. Give prompt notice to the Sheriff's Office whenever the Field Local School District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this Agreement.
2. The Sheriff's Office shall designate the Superintendent, Principal, or other designee a point of contact to represent the Sheriff's Office on a day-to-day basis and notify the Sheriff's Office as to who shall serve as the School Districts' point of contact. The point of contact:
 - a) Shall have the ability to authorize the Sheriff's Office to begin and end services.
 - b) Shall coordinate services with the Sheriff's Office.
3. The Field Local School District will provide the SRO with a highly visible office that is readily accessible to students but capable of providing privacy when needed. The Field Local School District will provide a private telephone, private phone line, computer network and internet access, printer, desk chair file cabinets and/or file drawers and other standard office furniture as agreed upon by the Field Local School District and the Sheriff's Office. The Field Local School District will supply the SRO with general office supplies such as paper, envelopes, folders, pens/pencils, stapler, paper clips, note pads and other items as may be mutually agreed upon by the parties to this Agreement.

Sheriff Office Responsibilities

The Sheriff's Office shall accomplish the following:

1. Schedule the SRO to generally work a five-day week Monday through Friday. Hours of work will be consistent with hours established for a normal school day. Hours of work can be adjusted based upon needs of the Field Local School District and the SRO assignment for that day. In any event, where the Sheriff or Designee orders the SRO to leave a school duty assignment during normal SRO duty hours to perform other services for the Sheriff's Office, time spent away from the school shall not constitute hours worked under this agreement. The School Districts will reduce the number of hours of SRO service not provided to the school or have the hours made up in a manner determined and mutually agreed upon by parties included in this agreement.
2. Make available to the SRO all training programs and other regular facilities of the Sheriff's Office.
3. Give prompt notice to the Field Local School District whenever the Sheriff's Office observes or becomes aware of any fault or deficit in the service or nonconformance with this Contract.
4. The Sheriff's Office will provide the Field Local School District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
5. Provide the SRO with one properly equipped and fueled patrol emergency vehicle for the period of time the law enforcement officer is working at the Field Local School District.
6. The Sheriff's Office will provide the SRO with the standard issued lethal and non-lethal duty weapon(s) and ammunition for the SRO.
7. Provide the Field Local School District with a periodic report when requested by the Field Local School District. The Sheriff or representative will be available at the Field Local School Districts board meetings, as requested, to the extent possible.
8. The SRO will be provided access to and or copies of the Field Local School Districts emergency action plan for each building. The SRO will be provided a students confidential and personally identifiable information (PII) only when the SRO is performing a service or function for which the Field Local School District would use its employees, such as conducting threat assessments, promoting school safety and protecting the physical security of students. The SRO will use PII only as directed and agrees to not redisclose student(s) PII without the consent or a lawful exception to student privacy laws. The parties agree the SRO's investigation reports,

notes and other documents maintained by the SRO (records) relate to the SRO's role as a Sheriff's Office employee. These records will not be maintained by the District and are not student records.

9. The Field Local School District shall provide the SRO with information the Field Local School District possesses regarding all criminal activities, as well as information that may lead to criminal activity, occurring on the school campus.

Nonemployment

The Sheriff and any designated SRO shall be an independent contractor and neither the Sheriff's Office or any SRO shall be an employee of the Field Local School District. The Sheriff, at his or her sole discretion, shall have the authority to hire, discharge and discipline fire SRO. The SRO is an employee of the Sheriff's Office and is under the direct and complete control, supervision and administration of the Sheriff's Office at all times while providing and performing duties under this Contract. While on duty in school buildings or school grounds, the SRO will recognize the Superintendent/School Principal's authority and cooperate with the school officials, including administrators and faculty.

Qualifications for an SRO

1. Possess a valid Ohio Peace Officer Training Commission Certificate
2. Successfully complete training as an SRO through the Ohio School Resource Officer Association or an approved equivalent SRO training program.
3. Has the ability to conduct criminal investigations.
4. Has an understanding of applicable Federal and State laws, applicable municipal township and county ordinances/resolutions and Board of Education policies and regulations.
5. Possesses communication skills and abilities to effectively function within school environments.
6. Certified or become certified as a D.A.R.E. instructor if desired and agreed upon by the Sheriff and School Districts administration.
7. Possess an even temperament and adhere to the standards of conduct applicable to sworn law enforcement officers.

Duties of School Resource Officers

The SRO's duties will include, but not be limited to, the following:

1. To be an extension of the principal's office for assignments consistent with this Agreement. The SRO will work to provide a safe and secure environment. The SRO will serve as an educational resource and as a liaison between the Field Local School District and the Sheriff's Office. Specific daily assignments may vary to meet this function. The SRO will meet with the School Principal or designee to discuss plans and strategies to address any specific needs or issues that may arise related to the duties and expectations of the SRO program.
2. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
3. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
4. To provide a classroom resource for law education using approved materials. The SRO will have knowledge of the Student Handbook. THE SRO will report any violations of the rules in the School Hand book through the appropriate Field Local School Districts administration officials. The SRO will refrain from getting involved in matters or incidents that should be handled by school officials, unless the incident poses a risk of harm to school officials, students, other third parties or school property.
5. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
6. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
7. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
8. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Sheriff's Office and to the principal of the assigned school.

9. The SRO will be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
10. IN ALL OTHER CASES, disciplining students is the Field Local School Districts responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.
11. It will be the responsibility of the SRO to report all crimes originating in Field Local School Districts buildings and on School Districts property. Information on cases that are worked off-campus by the Sheriff's Office or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s). The SRO will assist other law enforcement officers with outside investigations concerning attending students attending the schools to which the SRO is assigned.
12. The SRO has the authority in his/her capacity as a deputy of the Sheriff's Office to make arrests and consider alternatives to arrest at the SRO's discretion. The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
13. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency-prone youths and their families. Referrals will be made when necessary.
14. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
15. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
16. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile;
 - Assistance in other crime prevention programs as assigned.
17. The SRO will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the

requests of the school and/or police department. The Sheriff's Office and the principal shall jointly set expectations and resolve any disputes in this area.

18. The SRO will wear present for duty each day in the prescribed uniform as approved by the Sheriff or designee. Uniforms will be at the expense of the Sheriff's Office under the Collective Bargaining Agreement. The SRO shall carry authorized duty weapon non-lethal weapon according to Sheriff's Office department policy.

SRO Role in Critical Incidents

1. The SRO will be familiar with the emergency operations manual of the Field Local School District. During critical incidents occurring on school property, the SRO will act as a liaison between the Field Local School Districts administration, the Sheriff's Office and other law enforcement of emergency management organizations.
2. The SRO should assist and may participate in any critical incident or Field Local School Districts safety planning meetings.

When requested, the SRO may standby to keep the peace and/or to maintain safety while school administration conducts a search of person(s) property or vehicle(s).

3. The SRO shall review the Field Local School Districts' search and seizure policy and maintain separation during school searches except as permitted under School Districts policy and state and federal law.
4. Field Local School District administration officials shall not question, interview, interrogate or interfere with students regarding possible criminal conduct, on behalf of or as agents for the SRO or the Sheriff's Office. If the SRO, acting under the scope of duties as an SRO, participates in the questioning of a student or gains information which may be used against a student in a judicial proceeding, the SRO will follow all state and federal laws regarding arrest, search, seizure and interviewing/questioning of students.

Chain of Command

As employees of the Sheriff's Office, SROs will be subject to the chain of command of the Sheriff's Office.

In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

Sick Leave and Vacation Leave

Sick leave and annual leave for the SRO will be determined as directed by the Sheriff's Office Collective Bargaining Agreement. The SRO will notify the Field Local School Districts administration of the SRO sick leave /annual leave.

The SRO will not be permitted to take extended leave of absence or vacation during the school year. Time off must be approved by the SRO's supervisor with input from the Field Local School Districts administrator.

Rights and Laws

All parties agree as a condition of this Agreement that they will strictly adhere to all factors specified in Title IV of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments.

All parties further agree to comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement.

All parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. Parties further agree as a condition of this Agreement to comply with Section 504 of the Rehabilitation Act of 1973 amended (29 USC 794) and all guidelines and interpretations issued pursuant thereto.

Any agency found to be out of compliance with the contents of this paragraph may be subject to termination of this Agreement.

Modification. This Agreement may be modified only with the express written consent of both parties.

Governing Law and Jurisdiction. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio and in the Courts of Portage County, Ohio or in the case of Federal Jurisdiction in the United States District Court of Ohio, Northern District, Eastern Division.

First Remedy. Both parties agree to use the provisions of OAC 5123:2-1-12 to attempt to resolve any dispute under this Agreement. Parties agree that either party may pursue

other means of legal relief and/or remedy should effort(s) pursuant to OAC 5123:2-1-12 fail to resolve the dispute.

Compliance with Laws. Both parties shall fully comply with all Federal, State and Local laws, rules, regulations and other requirements and shall indemnify, defend and hold harmless the Board, the Portage County Board of Commissioners, Portage County government and any member(s), officer(s), official(s), employee(s) or agent(s) thereof from any and all liability of the Sheriff's Office.

Covenant of Cooperation. Each party shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.

Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous written and oral agreement, representations, or negotiations with respect to the subject matter hereof. This Agreement may not be effectively amended, changed, modified or altered, except by written mutual agreement of the parties.

HIPAA. Service Provider shall comply with the standards for privacy of individually identifiable health information ("protected health information") published on December 28, 2000 and revised on August 14, 2002, January 17, 2003, and January 25, 2013 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and 164 (the Privacy Regulation) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Board has requested Service Provider perform services set forth in the privacy regulation. Incorporated as Attachment B, the Business Associate Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, created or received by Service Provider from or on behalf of the Board will be handled.

Parties Responsible for Their Own Actions

The Parties as governmental entities/political subdivisions lack authority to indemnify. Accordingly, the Field Local School District and the Sheriff's Office shall be responsible for their own actions and /or actions of respective board members, officials, officers, employees, agents, representatives, volunteers and or servants resulting from performance and or providing services under this agreement.

Non-Waiver

Nothing in this Contract, including without limitation its insurance provisions, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or

immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

Employment of School Resource Officers.

The SROs shall be employees of the Sheriff's Office and shall be subject to the administration, supervision and control of the Sheriff's Office.

The SROs shall be subject to all personnel policies and practices of the Sheriff's Office except as such policies or practices may be modified by the terms and conditions of this Agreement.

The Sheriff's Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.

If a Superintendent of the Field Local School District is dissatisfied with an SRO who has been assigned to their district, then the Superintendent may request that the Sheriff's Office assign a different officer as the SRO for that district.

Duty Hours.

SRO duty hours shall be determined by the provisions of the labor agreement between the Sheriff's Office and the Field Local School District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.

The schedule of the SRO should be agreed upon by the Superintendents of the Field Local School District and the SRO, so each School District has an equal amount of the 180 school days. The Field Local School District may choose to break up the day between and among each School Facility within the district. The scheduled dates among the School Facilities can be changed with mutual agreement among the parties based upon necessity. The knowledge of the SRO's schedule should be limited to as few as people as possible within the School District for operational reasons that may arise throughout the school year.

It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

In the event of an emergency, if the SRO is ordered by the Sheriff's Office to leave their school during normal duty hours, as described above, and to perform other services for the Sheriff's Office, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the Field Local School District to the Sheriff's Office shall be reduced by the number of hours of SRO service not

provided to the Field Local School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Sheriff's Office and the proper representatives of the Field Local School District to which the SRO is assigned. Based upon the situation or events at the school, the Sheriff's Office will assign another SRO qualified officer, if available, to substitute for the SRO who is absent due to approved sick or annual leave. If an SRO is going to be absent for a period of time in excess of 10 consecutive school days, the Field Local School District and Sheriff's Office will mutually discuss a permanent replacement with another trained and qualified SRO.

Transporting Students

SROs shall not transport students in Sheriff's Office vehicles except:

- (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

SROs shall notify school personnel upon removing a student from campus.

Access to Education Records.

School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

Cost of the SRO Program.

The Field Local School District agrees to pay to the Sheriff's Office an amount of \$ 47,786.00 in exchange for the SRO to work 180 school days at the School District during the 2019 -2020 school year. The School District will also pay for any overtime worked by the SRO for services provided under this Agreement and requested by the School Districts in consultation with the Sheriff's Office.

The amount of \$47,786 is to be paid quarterly during the 2019 – 2020 school year. The quarterly payments are to be made in four (4) equal amounts of \$11,946.50. The payments are to be made by the end of each of the following months, October 2019, January 2020, April 2020, and July 2020. The School Districts shall work out among themselves their portion of each quarterly payment owed to the Sheriff's Office. The School Districts shall issue one check each quarter payable to the Sheriff's Office for the quarterly amount of \$11,946.50.

The Sheriff's office shall be responsible for all employment related costs for the SRO, including but not limited to workers compensation, unemployment compensation, medical and retirement benefits and any other liability or responsibility of an employer with respect to the law enforcement officers that it assigns to the Field Local School District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: _____
David Heflinger

Date

Superintendent – Field Local School District

By: _____
David W. Doak

Date



FIELD LOCAL SCHOOL DISTRICT

David O. Heflinger
Superintendent

Todd B. Carpenter
Treasurer

Superintendent's Office
2900 State Route 43
Mogadore, Ohio 44260
330-673-2659

Treasurer's Office
2900 State Route 43
Mogadore, Ohio 44260
330-673-2676

Field High School
2900 State Route 43
Mogadore, Ohio 44260
330-673-9591

Field Middle School
1379 Saxe Road
Mogadore, Ohio 44260
330-673-4176

Brimfield Elementary
4170 State Route 43
Kent, Ohio 44240
330-673-8581

Suffield Elementary
1128 Waterloo Road
Mogadore, Ohio 44260
330-552-5252

Special Services
2900 State Route 43
Mogadore, Ohio 44260
330-673-2659

Exhibit S-6 July 15, 2019

TO: Joseph J. Iacano, Superintendent
FROM: David O. Heflinger _____ (initials of authorized administrator)
DATE: 7/15/2019
SUBJECT: Employment of LEA staff

Field Local Schools requests that the Summit Educational Service Center employ the following individual for the **2019-2020** school year, according to the following contract terms:

Staff Member: Samantha Robles
72 Charter Dr.
Northfield, OH 44067
440-591-1455

Position Title: School Psychologist

Salary: Please specify one of the following:

- Per ESC salary schedule, applying appropriate step increase and any increase approved by the Board of Governors, if applicable.
- District set salary rate
- Is this person a retire/rehire? no

Contract: Start Date 8/26/2019
End Date 6/5/2020
Number of days in contract* 183
(*for classified staff, include paid holidays)

Schedule: Please specify using the following examples as a guide:

- 5 days full-time, or (5 days full time)
- Mon - Fri, 4 hours per day; or
- 2 days per week, 3 hours per day; etc.