

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
June 12, 2017**

The Field Local School District Board of Education held its Regular Meeting on Monday, June 12, 2017 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:22 P.M.

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

Steve Calcei-Yes, Laura May-Yes, Linda Paulus-Absent, Larry Stewart-Yes, Randy Porter-Absent

Member Calcei moved, seconded by Member Stewart that the Field Local Board of Education approve the minutes from the May 8, 2017 regular meeting. **17-0044**
Roll Call: Calcei-Yes, Stewart-Yes, May-Yes, Paulus-Absent, Porter-Absent.
Vice-President declared the motion carried

Member Stewart moved, seconded by Member Calcei that the Field Local Board of Education adopt the following agenda for the June 12, 2017 regular meeting. **17-0045**
Roll Call: Stewart-Yes, Calcei-Yes, May-Yes, Paulus-Absent, Porter-Absent.
Vice-President declared the motion carried

Superintendent's Report - Mr. Hellinger stated that the State Budget should be decided in the next couple of weeks. It is expected to come out of the Senate this week and go to Conference Committee next week. Whatever comes out of Conference Committee will be up or down with no amendments.

- **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 visitors portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation, if appropriate. Each speaker is limited to three minutes and may not speak twice on the same

subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

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

Member Stewart moved, seconded by Member Calcei that the Field Local Board of Education approve the consent agenda as presented. **17-0046**

Discussed Special Board Meeting to close out financials, scheduled for June 30, 2017 at 6:00 P.M.

*Roll Call: Stewart-Yes, Calcei-Yes, May-Yes, Paulus-Absent, Porter-Absent.
Vice-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.

FLTA Employment

1. Julianne Boyes, Intervention Specialist-High School. Rate of pay per Negotiated Agreement.

B+15 Step 5 One year contract Amount: \$43,763.00

2. Title I Reading Camp Curriculum Directors-\$750 each in June & August 2017.

Kristen Luchka Theresa Scotton Kari Walchalk

3. Melanie Crookston, Extended School Year Speech/Language Services. Rate of pay \$38.00 per hour. June 14, 21, 28, not to exceed 12 hours in the month of June. August 2, 9, 16, 23, not to exceed 16 hours in the month of August.

A. Eligibility for a continuing contract:

A continuing contract is one that is in effect until the teacher resigns, elects to retire or is retired pursuant to 3307.37 of the Revised Code, or until it is terminated or suspended and shall only be granted to teachers who meet the qualifications under the law and any applicable provisions of the Master Agreement. Each teacher who has met the eligibility requirements under the law

and who notified the Board of his or her eligibility by October 1 as stated in the Master Agreement will be recommended for a continuing contract.

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

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

B. Recommendation of Superintendent for a Continuing Contract:

1. **Jonathan Lynch** Degree: M Experience: 9 Step: 9

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

- **Supplemental Contract(s) - The Superintendent recommends that the Field Local Board of Education employ the following beginning with the 2017-2018 school year pending proper certification/paperwork.**

Supplemental - academic

1. George Wetzel, LPDC Committee Member	3 years experience, 2 year contract
2. Theresa Cianchetti, LPDC Chairperson	3 years experience, 2 year contract
3. Lori Brake, LPDC Secretary	2 years experience, 1 year contract
4. Charles Collins, HS Band	31 years experience, 2 year contract
5. Susan Vitko, HS Math Dept. Head	7 years experience, 2 year contract
6. Vicki Dahl, HS Social Studies Dept. Head	11 years experience, 2 year contract
7. Danielle Underwood, HS Science Dept. Head	7 years experience, 2 year contract
8. Sarah Sanzone, IIS Student Council-50%	0 years experience, 1 year contract
9. Emily Dreger, IIS Student Council-50%	1 year experience, 1 year contract
10. Connie Tenney, HS National Honor Society	2 years experience, 1 year contract
11. Vicki Dahl, Freshman Class Advisor	3 years experience, 2 year contract
12. Michelle Hufford, Junior Class Advisor	0 years experience, 1 year contract
13. Miranda Titko, Junior Class Advisor	0 years experience, 1 year contract
14. George Wetzel, Senior Class Advisor	14 years experience, 2 year contract
15. Becky Scott, Quiz Bowl Advisor	2 years experience, 1 year contract
16. Emily Dreger, Teen Institute Advisor	0 years experience, 1 year contract
17. Bonnie Schuck, Sophomore Class Advisor	0 years experience, 1 year contract
18. Jessica Havallo, MS Music (choir)	0 years experience, 1 year contract
19. Jessica Havallo, HS Music (choir)	0 years experience, 1 year contract
20. Jessica Havallo, Vocal Music Director	0 years experience, 1 year contract

Supplemental – athletic

- | | |
|--|-------------------------------------|
| 1. Scott Kline, Fall Fitness (50%) | 2 years experience, 1 year contract |
| 2. Levi Miller, Fall Fitness (50%) | 1 year experience, 1 year contract |
| 3. Scott Wilson, MS Boys Soccer Coach | 5 years experience, 2 year contract |
| 4. Scott Wilson, MS Girls Soccer Coach | 5 years experience, 2 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.

Supplemental – athletic

- | | |
|---|-------------------------------------|
| 1. Andrew Pifel, JV/Asst. Boys Soccer Coach | 0 years experience, 1 year contract |
| 2. Ray Leek, High School Asst. Football Coach | 1 year experience, 1 year contract |
| 3. Blake Campbell, High School Asst. Football | 0 years experience, 1 year contract |
| 4. Grant Spaite, Varsity Girls Basketball Coach | 0 years experience, 1 year contract |

- **Field Trips** – The Superintendent recommends that the Field Local Board of Education approve Field Trip(s) to the following location(s):

Ohio FFA Camp Muskingham 5th Grade Field Trip for May 31, 2017-June 2, 2017-Brimfield & Suffield Elementary (Exhibit S-1).

- **School Fees**- The Superintendent recommends that the Field Local Board of Education approve the additions/revisions to the High School & Middle School fee list for the 2017-2018 school year (Exhibit S-2).

- **Resignations** – The Superintendent recommends that the Field Local Board of Education accept the resignation(s) of the following:

1. Taylor Murphy, Middle School Boys/Girls Soccer Coach for the 2017-2018 school year effective May 16, 2017.
2. Paula Beck, Paraprofessional-Suffield effective May 31, 2017 due to retirement.
3. Brandice Hambright-Bus Driver effective June 8, 2017.
4. Diana Horning, 5th Grade Teacher-Suffield Elementary effective August 1, 2017.
5. Peter Harjung, Asst. Custodian at Middle School effective June 8, 2017.
6. Judy Cooper, High School Guidance Secretary effective June 19, 2017 due to disability.

- **Leave of Absence** - The Superintendent recommends that the Field Local Board of Education approve the following parental leave of absence for certified personnel

Catherine Carreira-Teacher, Suffield Elementary effective September 11, 2017 for the remainder of the 2017-18 school year.

- **Volunteers** – The Superintendent recommends that the Field Local Board of Education approve the following volunteers for the 2017-2018 school year.

Terry Kettering, Director of Football Operations.

- **Rescind** – The Superintendent recommends that the Field Local Board of Education rescind the following supplemental contract approved on May 8, 2017 for the 2017-2018 school year.

Levi Miller, Fall Fitness

- **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:

Policy

- 4.04 Evaluation of School Counselors
- 6.09 Habitual and Chronic Truancy Intervention Strategies
- 6.15 Graduation/Diploma Requirements
- 6.17 Student Accident Insurance
- 6.18 Student Discipline Procedures
- 6.20 Student Conduct (Zero Tolerance)
- 6.30 Immunization
- 6.34 Administering Medication to Students
- 6.35 Asthma Medication and Epinephrine Auto Injectors
- 7.18 Interscholastic Athletics
- 7.26 College Credit Plus Program
- 8.07 Purchases
- 9.07 Public Records
- 9.23 Records Retention and Disposal Schedule
- 9.27 School Wellness Policy
- 9.37 Crowdfunding (NEW)

- **Resolution** – The Superintendent recommends that the Field Local Board of Education adopt the following resolution authorizing membership in the Ohio High School

Athletic Association for the 2017-2018 school year:

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

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

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, Interpretations and decision of the OHSAA. Furthermore, the schools under this Board's jurisdiction agree to be primary enforcers of the Constitution, Bylaws and Sports Regulations and their interpretations.

- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:
 1. ComDoc Management Agreement-60 month agreement (Exhibit S-3).
 2. United Disability Services for Teacher of the Visually Impaired services (Exhibit S-4).
- **School Resource Officer** – The Superintendent recommends that the Field Local Board of Education enter into an agreement with Brimfield Township to provide a school resource officer for the Field Local School District for the 2017-2018 school year (Exhibit S-5).

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:
 1. Financial reports for the period ending April 30, 2017.
 2. The 2018 enrollment through the Optimal Health Initiatives Group Rating Agreement of Participation and Consent for Workers Compensation with Sheakley, for an annual service fee of \$2,500.00, (projected savings of \$15,231.00) (Exhibit T-1).

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

1. Beth Calcei, \$135.00 donation to Brimfield Elementary School for a 5th grade camp scholarship.
2. Barbara Werstler, \$135.00 donation to Brimfield Elementary School for a 5th grade camp scholarship.
3. Brimfield PTA, \$540.00 donation to Brimfield Elementary School for 5th grade students to attend camp.
4. Barbara Hawley, \$135.00 donation to Brimfield Elementary School for a 5th grade camp scholarship.
5. Giant Eagle-Apples For Students program, \$543.00 to Brimfield Elementary.
6. Marge & William Conroy-Field Scholarship Endowment Fund, \$1000.00.

Informational Items

Correction:

Awarding of two year limited contracts to classified personnel. Rate of pay per OAPSE Negotiated Agreement.

Name	Position	Experience	Step
Peter Harjung	5.5 Hour Custodian	1	0
Jessica Wiley	Playground Monitor	1	0

Correction: (originally approved at 7 days-April 10, 2017 Agenda)


	<u>Extended Time</u>
Bonnie Schuck	10
Blair Stockley	12

There being no further business to come before the Field Local Board of Education
Member Stewart moved, seconded by Member Calcei to adjourn the June 12, 2017 regular meeting.

17-0047

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

The meeting was adjourned at 7:34 P.M.



Laura May, Vice President



Attest: Todd Carpenter, Treasurer

**FY 17
AMENDED
ANNUAL
APPROPRIATIONS**

Fund Class/Name	Fund Number/SCC	
GENERAL FUND	001	\$20,109,093.54
SPECIAL REVENUE		
016 EMERGENCY	016	\$0.00
018 PUBLIC SUPPORT	018	\$91,657.10
019 OTHER GRANT	019	\$4,652.33
031 UNDERGROUND TANKS	031	\$0.00
034 MAINT. FUND OSFC PROJ.	034	\$0.00
300 ATHLETICS/DIST. ACT.	300	\$63,029.13
401 AUXILIARY SERVICES	401	\$0.00
432 EMIS	432	\$0.00
440 ENTRY YEAR	440	\$0.00
450 SCHOOL NET	450	\$0.00
451 ONENET	451	\$7,200.00
452 PROF. DEVEL.	452	\$0.00
499 MISC. STATE GRANT	499	\$0.00
504 ED. JOBS	504	\$0.00
506 RESIDENT EDUCATOR	506	\$0.00
516 IDEA B	516	\$450,482.98
533 TITLE - II TECHNOLOGY	533	\$0.00
542 NUTRITION EDUCATION	542	\$0.00
551 LIMITED ENGLISH/IMMIGRANT	551	\$6,022.91
572 TITLE I - TA	572	\$319,506.13
584 IV SDFSC	584	\$0.00
587 PRESCHOOL GRANT	587	\$15,445.61
590 TITLE II - A TQU	590	\$72,748.21
590 TEACHER OF THE YEAR	590	\$6,961.77
599 NATIONAL SCHOOL LUNCH	599	\$0.00
TOTAL SPECIAL REVENUE		\$1,037,706.17
DEBT SERVICE		
002 BOND RET. (Classroom Facilities)	002	\$1,672,676.51
002 DEBT RET. (H.B. 264)	002	\$83,168.80
TOTAL DEBT SERVICE		\$1,755,845.31
CAPITAL PROJECTS		
003 PERM. IMPROVE.	003	\$0.00
004 H.B. 264 (ENERGY CONSERV.)	004	\$0.00
450 SCHOOL NET	450	\$0.00
TOTAL CAPITAL PROJECTS		\$0.00
INTERNAL SERVICE	024	\$282,824.15
TOTAL INTERNAL SERVICE		\$282,824.15
PRIVATE PURPOSE TRUST FUND		
007 SPECIAL TRUST	007	\$1,000.00
008 ENDOWMENT	008	\$4,500.00
TOTAL PRIVATE PURP. TRUST FUNDS		\$5,500.00
ENTERPRISE		
006 FOOD SERVICES	006	\$659,533.58
009 UNIFORM SCHOOL SUPPLIES	009	\$140,123.32
TOTAL ENTERPRISE		\$799,656.90
FIDUCIARY		
022 SPECIAL TRUST	022	\$1,331.04
200 STUDENT ACTIVITY	200	\$49,132.08
TOTAL FIDUCIARY		\$50,463.12
Total Appropriations - All Fund Types		\$24,041,089.19

**FY 18
TEMPORARY
ANNUAL
APPROPRIATIONS**

Fund Class/Name	Fund Number/SCC	
GENERAL FUND	001	\$5,027,273.39
SPECIAL REVENUE		
016 EMERGENCY	016	\$0.00
018 PUBLIC SUPPORT	018	\$22,914.28
019 OTHER GRANT	019	\$1,163.08
031 UNDERGROUND TANKS	031	\$0.00
034 MAINT. FUND OSFC PROJ.	034	\$0.00
300 ATHLETICS/DIST. ACT.	300	\$15,757.28
401 AUXILIARY SERVICES	401	\$0.00
432 EMIS	432	\$0.00
440 ENTRY YEAR	440	\$0.00
450 SCHOOL NET	450	\$0.00
451 ONENET	451	\$1,800.00
452 PROF. DEVEL.	452	\$0.00
499 MISC. STATE GRANT	499	\$0.00
504 ED. JOBS	504	\$0.00
506 RESIDENT EDUCATOR	506	\$0.00
516 IDEA B	516	\$112,620.75
533 TITLE - II TECHNOLOGY	533	\$0.00
542 NUTRITION EDUCATION	542	\$0.00
551 LIMITED ENGLISH/IMMIGRANT	551	\$1,505.73
572 TITLE I - TA	572	\$79,876.53
584 IV SDFSC	584	\$0.00
587 PRESCHOOL GRANT	587	\$3,861.40
590 TITLE II - A TQU	590	\$18,187.05
590 TEACHER OF THE YEAR	590	\$1,740.44
599 NATIONAL SCHOOL LUNCH	599	\$0.00
TOTAL SPECIAL REVENUE		\$259,426.54
DEBT SERVICE		
002 BOND RET. (Classroom Facilities)	002	\$418,169.13
002 DEBT RET. (H.B. 264)	002	\$20,792.20
TOTAL DEBT SERVICE		\$438,961.33
CAPITAL PROJECTS		
003 PERM. IMPROVE.	003	\$0.00
004 H.B. 264 (ENERGY CONSERV.)	004	\$0.00
450 SCHOOL NET	450	\$0.00
TOTAL CAPITAL PROJECTS		\$0.00
INTERNAL SERVICE	024	\$70,706.04
TOTAL INTERNAL SERVICE		\$70,706.04
PRIVATE PURPOSE TRUST FUND		
007 SPECIAL TRUST	007	\$250.00
008 ENDOWMENT	008	\$1,125.00
TOTAL PRIVATE PURP. TRUST FUNDS		\$1,375.00
ENTERPRISE		
006 FOOD SERVICES	006	\$164,883.40
009 UNIFORM SCHOOL SUPPLIES	009	\$35,030.83
TOTAL ENTERPRISE		\$199,914.23
FIDUCIARY		
022 SPECIAL TRUST	022	\$332.76
200 STUDENT ACTIVITY	200	\$12,283.02
TOTAL FIDUCIARY		\$12,615.78
Total Appropriations - All Fund Types		\$6,010,272.30

**BOARD OF EDUCATION
FIELD LOCAL SCHOOL DISTRICT
PORTAGE COUNTY, OHIO**

The Board of Education (the "Board") of the Field Local School District, Portage County, Ohio (the "School District"), met in regular session on June 30, 2017, at 6:00 p.m., in the Falcon Conference Room at Field High School, 2900 State Route 43, Mogadore, Ohio 44260, with the following members present:

_____ introduced the following Resolution and moved its passage:

**RESOLUTION DECLARING IT NECESSARY TO LEVY
AN ADDITIONAL TAX IN EXCESS OF THE TEN-MILL LIMITATION**

(Ohio Revised Code Section 5705.21)
Operating Levy

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the present and future requirements of the School District; and

WHEREAS, a resolution declaring the necessity of levying an additional tax outside the ten-mill limitation must be passed and certified to the County Auditor of Portage County in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board the total current tax valuation of the School District and the dollar amount of revenue that would be generated by the tax;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Field Local School District, Portage County, Ohio, two-thirds of all of the members elected thereto concurring, that:

Section 1. It is necessary to levy an additional tax in excess of the ten-mill limitation for the purpose of paying current expenses of the School District.

Section 2. The question of such additional tax levy shall be submitted to the electors of the School District at the election to be held therein on November 7, 2017.

Section 3. Such additional tax levy shall be at a rate not exceeding 8.30 mills for each one dollar of valuation, which amounts to \$0.83 for each one hundred dollars of valuation, for five years.

Section 4. Such additional tax levy shall be placed upon the tax list and duplicate for the 2017 tax year (commencing in 2017, first due in calendar year 2018), if a majority of the electors voting thereon vote in favor thereof.

Section 5. The Treasurer of this Board is hereby authorized and directed to certify a copy of this Resolution to the County Auditor and the Board of Elections of Portage County, Ohio. This Board hereby requests that the County Auditor certify to this Board the total current tax valuation of the School District and the dollar amount of revenue that would be generated by the levy if approved by the voters of the School District.

Section 6. All formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

_____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: _____

Nays: _____

The Resolution passed.

Passed: June 30, 2017

BOARD OF EDUCATION
FIELD LOCAL SCHOOL DISTRICT
PORTAGE COUNTY, OHIO

Attest: _____
Treasurer

By: _____
President

CERTIFICATE

The undersigned Treasurer of the Board of Education of the Field Local School District, Portage County, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on June 30, 2017 and that a true copy thereof was certified to the County Auditor of Portage County, Ohio.

Treasurer, Board of Education
Field Local School District
Portage County, Ohio



**Brimfield Police Department
and
Field Local School District**

School Resource Officer Agreement

Spring 2017

This Agreement is made this 1st day of August, 2017 by and between the Field Local School District Board of Education (FIELD LOCAL SCHOOLS) and the Brimfield Township Trustees (TOWNSHIP) as follows:

WHEREAS, the TOWNSHIP agrees to provide for the FIELD LOCAL SCHOOLS a School Resource Officer (SRO) and to manage a SRO Program in the FIELD LOCAL SCHOOLS consisting of one (1) full-time SRO;

WHEREAS, the FIELD LOCAL SCHOOLS and the TOWNSHIP understand that the staffing of the SRO position and the administration of the program is a joint decision between the Superintendent of the FIELD LOCAL SCHOOLS and the TOWNSHIP. The TOWNSHIP reserves the right to modify or discontinue the staffing and assignments of any SRO position in the FIELD LOCAL SCHOOLS at its sole discretion and at any time based upon the needs of the TOWNSHIP; and

WHEREAS, the FIELD LOCAL SCHOOLS and the TOWNSHIP desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the FIELD LOCAL SCHOOLS.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 Goals and Objectives

It is understood and agreed that the FIELD LOCAL SCHOOLS and the TOWNSHIP share the following goals and objectives with regard to the SRO Program:

- 1.1 To foster educational programs and presentations, as well as activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies.
- 1.2 To encourage SRO attendance at extra-curricular activities outside normal school hours when feasible and aligned with the SRO's duty schedule and Brimfield Police Department policies.
- 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school including, but not limited to, disorderly conduct, trespassers, possession and use of weapons, illegal sale or distribution of controlled substances.

- 1.4 To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur on school grounds.

2.0 Employment and Assignment

- 2.1 The TOWNSHIP agrees to supply one (1) SRO to be placed within the school district within the jurisdictional boundaries of Brimfield Township. The SRO is an employee of the TOWNSHIP and shall be subject to the administration, supervision and control of the TOWNSHIP while working in liaison with school administrators.
- 2.2 The SRO shall be subject to all personnel policies of the FIELD LOCAL SCHOOLS and is recognized as a school official.
- 2.3 The TOWNSHIP, in its sole discretion, shall have the authority to hire, discharge, discipline, assign, or re-assign the SRO.
- 2.4 In the event the SRO is absent from work, the SRO shall notify BPD and the FIELD LOCAL SCHOOLS Superintendent or his designee. FIELD LOCAL SCHOOLS understands that the absence of the assigned SRO due to illness, injury, leave of absence, vacation, etc. will not result in a replacement SRO being assigned during the absence.

3.0 Duty Hours

- 3.1 Duty hours will normally be BPD day shift hours, Monday-Friday. During that time period the SRO shall be allowed one half hour for lunch.
- 3.2 The parties understand that assigned SRO hours must maintain a degree of flexibility while the SRO concurrently performs D.A.R.E. functions, when such position is assigned.
- 3.3 It is understood that time spent by the SRO attending required court appearances arising from his/her employment with the TOWNSHIP shall be considered as hours worked under this Agreement and may periodically require absence from SRO duties.
- 3.4 In the event of operational mandate, the SRO may be ordered by BPD command staff to temporarily leave the school grounds in order to perform needed police services for the TOWNSHIP.

4.0 Qualifications

To serve as an SRO, an officer should meet the following qualifications:

- 4.1 Shall be a commissioned police officer with a minimum of two (2) years experience;
- 4.2 Shall possess sufficient knowledge of applicable laws and ordinances and pertinent school policies and regulations;
- 4.3 Shall possess an even temperament and set a positive example for students;
- 4.4 Shall possess communication skills which would enable the SRO to function effectively within the school environment;
- 4.5 Shall possess the necessary certification/training to serve in the capacity of a SRO. Nothing in this Agreement prohibits assignment from being made while a candidate is enrolled in training, or has training pending.

5.0 Duties

- 5.1 To enforce criminal laws and ordinances. The SRO will refrain from functioning as a school disciplinarian. However, the SRO, as a recognized school official, may report school policy violations through proper channels.
- 5.2 To investigate criminal activity;
- 5.3 To counsel students;
- 5.4 To answer questions students may have about Ohio criminal or juvenile laws;
- 5.5 To assist other law enforcement officers with outside investigations concerning students attending the school;
- 5.6 To work in liaison with the Superintendent or his/her designee to develop programs/topics of instruction as an educational resource.

6.0 Chain of Command

- 6.1 As an employee of the TOWNSHIP, the SRO shall follow the chain-of-command as established by the Brimfield Police Department.
- 6.2 In the performance of duties, the SRO shall coordinate and communicate with the principal or his/her designee.

7.0 Training

- 7.1 The SRO may be required by the TOWNSHIP to attend briefing/training sessions from time to time. These sessions will be held at the direction of the TOWNSHIP and may temporarily require time away from designated SRO hours.
- 7.2 The SRO may attend the Ohio School Resource Officers Association Training Conference each year, held during summer months. The TOWNSHIP and FIELD LOCAL SCHOOLS agree that this training enhances the value of our SRO Program. The TOWNSHIP and FIELD LOCAL SCHOOLS further agree to share equally in the cost of the training conference for the SRO. The TOWNSHIP agrees to supply FIELD LOCAL SCHOOLS with a minimum thirty (30) days notice.

8.0 Dress Code & Equipment

- 8.1 The SRO is required to wear the Brimfield Township Police Department uniform of the day, which includes issued equipment and being armed.
- 8.2 The SRO shall carry a TOWNSHIP issued portable radio.
- 8.3 The SRO will drive a TOWNSHIP issued police cruiser to the school, dependent upon availability. Otherwise, the SRO may be picked up and dropped off by TOWNSHIP police personnel.

9.0 Transporting Students

It is agreed that the SRO shall not transport students in their police vehicles except:

- 9.1 When a student is the victim of a crime, under arrest, or an exigent circumstance exists.
- 9.2 If a circumstance requires the SRO to transport a student, the SRO may contact BPD to arrange for another on-duty police officer to handle the transport, if feasible.
- 9.3 The SRO is required to report a student transport, regardless of circumstances, to Dispatch and to the Principal or his/her designee.

10.0 Investigation Procedures

- 10.1 The SRO shall conduct investigations, interviews, searches and arrests in accordance with law.

10.2 The Agreement in no way restricts the ability of FIELD LOCAL SCHOOLS to conduct investigations, interviews, searches and discipline in accordance with the law as applied to public school systems.

11.0 Bomb Threats

In the event of a bomb threat, school administrators, the SRO, police & fire officials shall cooperate in the implementation of chosen response procedure(s).

12.0 Education Records

The FIELD LOCAL SCHOOLS shall provide the TOWNSHIP access to directory and student information in accordance with law and the policies of the FIELD LOCAL SCHOOLS.

13.0 Release of Information

News releases and media communications regarding reported criminal incidents that take place on school grounds will be coordinated with school administrators.

14.0 Cost

For the services provided in this Agreement, the FIELD LOCAL SCHOOLS shall pay the TOWNSHIP a sum of \$54,000 for the 2017-2018 school year, broken down into two payments as follows:

\$27,000 due by October 1, 2017

\$27,000 due by April 1, 2018

15.0 Term of Agreement

The term of this Agreement is one (1) year, commencing on August 1, 2017 and ending on July 31, 2018. Discussion for a new Agreement shall commence no sooner than sixty (60) days prior to the expiration date of this Agreement and no later than thirty (30) days before the Agreement's expiration date.

This Agreement may be terminated by either of the Parties upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows.

FOR THE FIELD LOCAL SCHOOL DISTRICT:

By: _____

_____, in his/her official capacity only
(print name and title)

(Date)

AUTHORIZED PURSUANT TO BOARD RESOLUTION NO. _____

*This Agreement has no binding legal effect absent Board approval.

FOR THE BRIMFIELD TOWNSHIP TRUSTEES

By: C. J. Sprague

C. J. SPRAGUE, in his/her official capacity only
(print name and title)

6-7-17
(Date)

Exhibit S-1
June 12, 2017



OHIO FFA CAMPS, INC.

NATURE'S CLASSROOM LEASE AGREEMENT

This AGREEMENT, by and between NATURE'S CLASSROOM hereinafter called the LESSOR, and

Field Local Schools

4170 St. Rt. 43

Kent

Ohio

44240

hereinafter called the Lessee.

Witnesseth:

The duration of this agreement shall begin at 10:30AM on Wednesday, May 31, 2017
Friday, June 2, 2017

and terminate at 12:00PM on

for a total of 2 1/3 day(s).

During this period, the LESSOR agrees to provide the LESSEE the following:

- a) Program staff for the execution of the Nature's Classroom program.
- b) Housing for students and chaperones.
- c) The base rate for food and service includes 6 meals. Additional meals will be provided at a cost of \$5.00 per meal.
- d) Use of recreational facilities and equipment are subject to restrictions imposed by the LESSOR.
- e) Medical and hospital insurance coverage to certain limits are administered by the LESSOR.
- f) EMT Ambulance Service is on call 24 hours a day.
- g) All necessary maintenance personnel.
- h) All materials necessary to implement classes and field groups.

The LESSEE agrees to pay, based on a minimum number of 60 persons, a fee of \$135.00 per person. One adult, per fifty students in attendance, will be accommodated free of charge by the LESSOR. The LESSOR reserves the right to charge a higher rate if the group minimum is not met. The rate per student in this case will increase by 3.5%. The LESSOR may waive the higher rate on a case by case basis. The Board of Directors of the OHIO FFA CAMPS, INC. reserves the right to lease a portion of the camp facilities to more than one residential group when the number involved in the first group is less than 150 persons. The LESSEE shall hold LESSOR, his agents, employees, successors and assigns harmless for any injury or damages sustained by any participants of LESSEE at LESSOR premises or under LESSOR'S direction for any amounts LESSOR is required to pay for such injuries or damages. The LESSEE further agrees to the following restrictions on use of the facilities:

- a) At least one adult supervisor per twenty-five students will remain on site.
- b) Adults are responsible for the supervision of students in the dormitories and during all recreation and restroom breaks.
- c) Adult supervision is necessary for all water craft operations.
- d) There will be no swimming, unless a release has been signed and a lifeguard is provided by the LESSEE.
- e) No supervisor will bring or store alcoholic beverages on site.
- f) Adults will smoke only in the designated smoking areas.
- g) No fires will be permitted without adult supervision and by permission of the LESSOR.

Mrs. Barbara Werstler located at Brimfield Elementary School will be the LESSEE contact person, and as such shall be responsible for the conduct of the group while using the facilities at the camp. Additional fees may be incurred through improper use of facilities. Extra items to be furnished by the LESSOR must be requested below.

EXTRAS TO BE FURNISHED BY NATURE'S CLASSROOM

Adult Rate \$67 per person

Price Includes \$1/Student for the Underground RR

1 Adult per 50 Students is FREE

LESSOR

Nature's Classroom Representative

Date

LESSEE

Organizational Director

Date

eMail Address

Work Phone
(330)6738581

Cell Phone
(330)

3266 Dyewood Road SW
Carrollton, Ohio 44615
(330) 627-2208 Fax (330) 627-4485



OHIO FFA CAMPS, INC.

NATURE'S CLASSROOM LEASE AGREEMENT

This AGREEMENT, by and between NATURE'S CLASSROOM hereinafter called the LESSOR, and

Field Local Schools

1128 Waterloo Rd.

Mogadore

Ohio

44260

hereinafter called the Lessee.

Witnesseth:

The duration of this agreement shall begin at 10:30AM on Wednesday, May 31, 2017
Friday, June 2, 2017 for a total of 2 1/3 day(s).

and terminate at 12:00PM on

During this period, the LESSOR agrees to provide the LESSEE the following:

- Program staff for the execution of the Nature's Classroom program.
- Housing for students and chaperones.
- The base rate for food and service includes 6 meals. Additional meals will be provided at a cost of \$6.00 per meal.
- Use of recreational facilities and equipment are subject to restrictions imposed by the LESSOR.
- Medical and hospital insurance coverage to certain limits are administered by the LESSOR.
- EMT Ambulance Service is on call 24 hours a day.
- All necessary maintenance personnel.
- All materials necessary to implement classes and field groups.

The LESSEE agrees to pay, based on a minimum number of 45 persons, a fee of \$135.00 per person. One adult, per fifty students in attendance, will be accommodated free of charge by the LESSOR. The LESSOR reserves the right to charge a higher rate if the group minimum is not met. The rate per student in this case will increase by 3.5%. The LESSOR may waive the higher rate on a case by case basis. The Board of Directors of the OHIO FFA CAMPS, INC. reserves the right to lease a portion of the camp facilities to more than one residential group when the number involved in the first group is less than 150 persons. The LESSEE shall hold LESSOR, his agents, employees, successors and assigns harmless for any injury or damages sustained by any participants of LESSEE at LESSOR premises or under LESSOR'S direction for any amounts LESSOR is required to pay for such injuries or damages. The LESSEE further agrees to the following restrictions on use of the facilities:

- At least one adult supervisor per twenty-five students will remain on site.
- Adults are responsible for the supervision of students in the dormitories and during all recreation and restroom breaks.
- Adult supervision is necessary for all water craft operations.
- There will be no swimming, unless a release has been signed and a lifeguard is provided by the LESSEE.
- No supervisor will bring or store alcoholic beverages on site.
- Adults will smoke only in the designated smoking areas.
- No fires will be permitted without adult supervision and by permission of the LESSOR.

Mrs. Shawn Bookman located at Suffield Elementary School will be the LESSEE contact person, and as such shall be responsible for the conduct of the group while using the facilities at the camp. Additional fees may be incurred through improper use of facilities. Extra items to be furnished by the LESSOR must be requested below.

EXTRAS TO BE FURNISHED BY NATURE'S CLASSROOM

Adult Rate is \$67 per Person

Price Includes \$1/Student for the Underground RR

1 Adult per 50 Students is FREE

LESSOR

Nature's Classroom Representative

Date

LESSEE

Organizational Director

Date

3266 Dyewood Road SW
Carrollton, Ohio 44615
(330) 627-2208 Fax (330) 627-4485

eMail Address

shawn.bookman@fieldlocal
Work Phone 5525252 Cell Phone 6870263
(330) (330) org

***REVISED - MIDDLE SCHOOL FEES FOR 2017/2018**

GENERAL FEES:

6th GRADE

Exhibit S-2
June 12, 2017

\$15.00	ELA: Workbooks
\$14.00	Math: Workbooks
\$16.00	Social Studies: Workbooks
\$6.00	Student Planner
\$10.00	Art Fee
<u>\$14.00</u>	Assessment Fee
\$75.00	

7TH GRADE

\$15.00	ELA: Workbooks
\$14.00	Math: Workbooks
\$4.00	Science Supply Fee
\$6.00	Student Planner
\$10.00	Art Fee
<u>\$14.00</u>	Assessment Fee
\$63.00	

8TH GRADE

\$15.00	ELA: Workbooks
\$14.00	Math: Workbooks
\$2.00	Science Supply Fee
\$6.00	Student Planner
\$10.00	Art Fee
<u>\$14.00</u>	Assessment Fee
\$61.00	

ADDITIONAL COURSE FEES:

\$8.00	Algebra 1: Workbooks
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Total Estimates Receipts:

160 6th grade students at \$75.00 per student = \$12,000.00
177 7th grade students at \$63.00 per student = \$11,151.00
165 8th grade students at \$61.00 per student = \$10,065.00
28 Algebra 1 students at \$8.00 per student = \$ 224.00

TOTAL

\$33,440.00

* Assessment fee increased.

Rev. 5/31/17

by ARL h. 5/6/17

FEES FOR 2017 – 2018 - Revised

ART		
Art I	\$25.00	Tools, paint, paper, etc.
Art II	\$35.00	Tools, paint, paper, etc.
Adv. Art	\$40.00	Tools, paint, paper, etc.
Portfolio Development	\$50.00	Tools, paint, paper, etc.
Culpture	\$40.00	ceramic tools, and supplies
Ceramic 2	\$50.00	ceramic tools and supplies
Independent Art Study	\$40.00	Tools, paint, paper, etc.
Arts and Literature	\$10.00	Tools, paint, paper, etc.
Art History	\$10.00	Tools, paint, paper, etc.
Painting	\$35.00	Tools, paint, paper, etc.
Drawing	\$35.00	Tools, paint, paper, etc.
O. ED. & Comp. Ed. Bus.		
Accounting	\$ 7.00	Workbook, binders
Computer Photo Shop I and II	\$20.00	Printer ink, photographic paper, T-shirt iron ons, printer paper, camera supplies, burnable CD/DVD's, Printing supplies, posters, display supplies, camera batteries.
Digital Photography	\$10.00	Printer ink, photographic paper, T-shirt iron ons, printer paper, camera supplies, burnable CD/DVD's, Printing supplies, posters, display supplies, camera batteries.
21 st Century Technology	10.00	Printer ink, printing supplies, paper, and camera supplies
HOME ECONOMICS		
Global Food	\$35.00	Food for cooking and materials
Principles of Food	\$30.00	Food for cooking & materials
Nutrition & Wellness	\$25.00	Food for cooking & materials
Culinary	\$35.00	Food for cooking & materials
SCIENCE		
Biology/Honors Biology	\$15.00	Lab supplies, coach workbook, chemicals and preserved specimens
Advanced Biology	\$15.00	Lab supplies, chemicals, preserved specimens
Biochemistry/Honor Chemistry	\$15.00	Lab supplies and chemicals
Biochemistry II	\$15.00	Lab supplies and chemicals
Conceptual Chemistry	\$15.00	Lab supplies and chemicals
Integrated Science	\$10.00	Lab supplies and chemicals
Integrated Science 2	\$20.00	Lab supplies and chemicals
Integrated Science 3	\$10.00	Lab supplies and chemicals
Integrated Science 4	\$10.00	Lab supplies and preserved specimens

Integrated Science 3	\$10.00	Lab supplies and workbook
Integrated Science 6	\$10.00	Lab supplies
Physics Lab	\$ 5.00	(see all the above for science)
Conceptual Physics	\$ 5.00	Lab supplies
Biology	\$15.00	Lab supplies
Forensics	\$15.00	Lab supplies
Anatomy and Physiology	\$15.00	Lab supplies
Environmental Science	\$15.00	Lab supplies

SOCIAL STUDIES

Current Issues	\$15.00	US News/Time Magazine
P US History	\$22.00	Amsco Review Practice Book

SPORTS

Extra Curricular Participation	\$100.00	Board Set Fee
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GENERAL

Senior Fee	\$50.00	Board Set Fee
Working Permit	\$25.00	Board Set Fee
Working Violation	\$10.00	Board Set Fee
Student Assignment Book	\$ 6.00	Board Set Fee
Replacement Assignment Book	\$ 6.00	Board Set Fee
Book Rebind	\$15.00	Board Set Fee

WORKBOOKS

English 9/10	\$ 9.00	Workbook
English 11/12	\$10.00	Workbook
French I	\$14.10	Workbook
French II	\$14.10	Workbook
Spanish I	\$15.95	Workbook
Spanish II	\$15.95	Workbook
Spanish III	\$15.95	Workbook

GENERAL

Assessment Fee	\$12.00	Testing Board Set Fee
Advantage	\$11.00	College and Career Planning/ACT Prep

Exhibit S-3
June 12, 2017



A Xerox Company

At ComDoc it's our mission

To provide an unparalleled customer experience through the power of people, technology, and innovation.

DOCUMENT MANAGEMENT AGREEMENT

2017

**CERTIFICATE OF THE FISCAL OFFICER FOR A
MUNICIPAL TRANSACTION FOR A SCHOOL DISTRICT IN
THE STATE OF OHIO**

I do hereby certify that:

I have reviewed Lease Agreement no. _____ and that the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By signing this Certificate, I certify that all statutory requirements have been complied with.

SCHOOL BOARD PRESIDENT

By: _____

Printed Name: _____

Date: _____

SCHOOL BOARD TREASURER

BY: _____

Printed Name: _____

Date: _____

SCHOOL SUPERINTENDENT

By: _____

Printed Name: _____

Date: _____

Equipment after providing notice, this Agreement will automatically renew for succeeding month-to-month terms commencing at the expiration of the original term."

The "Indemnity" paragraph is hereby amended and restated as follows: "As between You and Us, and to the extent permitted by law and legally available funds, You shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that You shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after You have surrendered possession of the Equipment in accordance with the terms of the Agreement to Us or that arise directly from Our gross negligence or willful misconduct. This obligation will continue even after the termination of this Agreement."

Sentence 2 in the "Assignment" paragraph is hereby amended and restated as follows: "You agree that We may assign this Agreement without notice to or consent from You, and You waive any right You may have to such notice or consent."

Sentence 7 in the "Default" paragraph is hereby amended and restated as follows: If We refer this Agreement to an attorney for collection, You agree to pay, to the extent permitted by law and to the extent of legally available funds, Our reasonable costs of collections, including but not limited to attorney's fees and actual court costs."

Sentence 1 in the "Legal Venue" paragraph is hereby amended and restated as follows: "This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state where You are located."

Any provision in the Agreement requiring You to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

This Non-Appropriation Addendum is hereby made a part of and incorporated into the Document Management Agreement referred to above as of this _____ day of _____, 20_____.

(ComDoc)

(Customer)

By: _____

By: _____

Title: _____

Title: _____



Department of
Taxation

tax.ohio.gov

STEC B
Rev. 3/15

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Field Local Schools

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

School/Education

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Purchaser's type of business

2900 OH-43

Street address

Mogadore, Ohio 44260

City, state, ZIP code

Signature

Title

Date signed

34-6004507

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



ComDoc Connect

Customer Information and Requested Services

Customer: Field Local Schools
Address: 2900 State Route 43
Mogadore, OH 44260-9715

Billing Phone Number: (330) 673-0618

Network Administrator alex grad
Admin. Phone Number (330) 673-0618
Admin. Email Address alex.grad@fieldlocalschools.org
Alternate Contact
Alt. Contact Phone Nbr
Authorized Signer
Authorized Signer Phone Nbr
ComDoc Prof. Services Engineer

Sales Rep Jlenington

Covered services (check ALL that apply)

- ☐ Standard Network Print Connection
Number of Workstations _____
Operating System _____
- ☐ Standard Scanning Option
Number of Workstations _____
Operating System _____
- ☐ Scan to Email ☐ Scan to Folder
- ☐ Fax Option (PC Fax) ☐ Internet Fax

List Equipment or Xerox Model Numbers:

4 - D75, 3 5935, 1 5335, 1 787e

Attach separate sheet for additional locations.

Support Services

1. The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
2. **ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
3. ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
4. It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
5. **ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
6. **ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
7. **ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

ComDoc Agreement Clarifications

On-going ComDoc Connect support includes:

Remote support for printing and scanning issues *

Replacement of corrupted print and/or scan drivers

Installation of firmware updates for connected product

New version releases of print and/or scan drivers

Support for configuration of multi-functional systems

Installation and testing of system upgrades & software **

Customer Responsibilities:

Maintain proper power and telephone line, if applicable

Provide active network connection near equipment

Provide all network cables

Provide proper credentials for print/scan setup

All computer & server data backups completed

All updates and service packs to computers completed

Onsite support may incur further costs

* System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

Covered Operating Systems and Applications

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

Miscellaneous Terms and Conditions

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

Confidentiality

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

ComDoc Connect Fees

ComDoc Connect Support Services rate

1st to 20th MFP Units	9	@	\$100 per unit per year	=	\$900
21st to 40th MFP Units	0	@	\$90 per unit per year	=	\$0
Additional MFP units at 41st +	0	@	\$50 per unit per year	=	\$0
TOTAL				=	\$900

Conclusion

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X

Date _____

Declined X

Date _____

ComDoc Connect has been explained and I/we understand the limitations of this agreement

ComDoc Officer Approval:

Date _____

2017 Document Management Agreement

We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Customer Name		Mailing Address	
Field Local Schools		2900 State Route 43	
City	County	State	Zip
Mogadore	Summit	OH	44260-9715
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: 34-6004507

1. We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing.

2. Minimum Monthly Payment: \$4,936.00 Term of Agreement 60 Months

<p align="center"><u>Black Impressions</u></p> <p>Up to 400,000 black impressions per month</p> <p>Additional black impressions at \$ 0.00390 per impression.</p>	<p align="center"><u>Color Impressions</u></p> <p>Up to 0 color impressions per month</p> <p>Additional color impressions at \$ 0.04700 per impression.</p>
<p align="center"><u>Black Managed Print Impressions</u></p> <p>Up to 20,000 black MP impressions per month</p> <p>Additional black impressions at \$ 0.00700 per impression.</p>	<p align="center"><u>Color Managed Print Impressions</u></p> <p>Up to 5,800 color MP impressions per month</p> <p>Additional color impressions at \$ 0.06000 per impression.</p>

3. Equipment covered by this Agreement:

4 Xerox D95's, 3 Xerox 5955's, 1 Xerox 5335, 1 Xerox 7970.
--

☐ SEE ATTACHED SCHEDULE A (Signed by Officer)

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: _____

X
(ComDoc Acceptance)

Dated _____, 20____

X
(Customer Acceptance)

(Printed Name)

(Title)

Continued from page 1 of 3)

Transition Billing: In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.

Additional Impressions: You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.

Late Charge: If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.

Automatic Agreement Renewal: You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.

Ownership of Equipment: We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.

Warranties: We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.

1. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.

2. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.

3. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.

4. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees.

5. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.

6. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.

7. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.

8. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.

9. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. Both parties agree to waive their right to a jury trial.

10. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied, or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

11. **Accountability Guarantee:** For the Equipment in Section 3 that we service, should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded), We will: 1. Within 30 days written notice from You to our Branch Manager of any Equipment failure, at Our option We will either repair the Equipment to correct the problem or replace the item of Equipment with one of comparable features. 2. We will have thirty (30) days to correct the problem. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement or any portion thereof is non-cancelable for any other reason.

12. **USA Patriot Act Notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

Customer Initials _____

Date _____

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. ~~We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You.~~ Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. We will replace any system under this Agreement when, by Our records, its uptime percentage drops below 90% for three consecutive months. A replacement system will have comparable features and accessories and will not have been used beyond 25% of its total estimated life (based on manufacturer's ratings). When a system is replaced, it remains property of ComDoc.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. ~~We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.~~
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.
- h. You agree to use Our 3-step remote connectivity process that will allow Us to proactively install Your network information on the Equipment prior to delivery to Your location. 1) We will contact your IT resource for Your primary network information, 2) We will assist your IT resource in loading the necessary print drivers on Your server for up to 5 individual computers, 3) We will remove your existing devices when your new Equipment is installed. During this process, if You have any questions or need assistance, please contact our Customer Support Team at 800-321-4846.

alex grad

IT Resource Name

alex.grad@fieldlocalschools.org

IT Resource Email

(330) 673-0618

IT Resource Phone Number

- i. If You choose on-site installation, We will charge You \$ 0 for this service. _____ (Customer's Initials)
- j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

Customer Initials _____

Date _____



Non-Appropriation Addendum
To Document Management Agreement No. _____

BETWEEN
COMDOC
AND

AS CUSTOMER

DATE OF DOCUMENT MANAGEMENT AGREEMENT: _____, 20____

The parties wish to amend the above-referenced Agreement by adding the following language:

You hereby represent and warrant to Us that: (a) You have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of Your governing body to execute and deliver this Agreement and to carry out Your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to You, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by You only for essential governmental or proprietary functions of You consistent with the scope of Your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and Your need for the Equipment is not expected to diminish during the term of this Agreement; (e) You have funds available to pay contracted payments until the end of Your current appropriation period, and You intend to request funds to make contracted payments in each appropriation period, from now until the end of the term of this Agreement; and (f) Your exact legal name is as set forth on page one of this Agreement.

If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate on, and You shall not be obligated to make contracted payments under the Agreement beyond, the last day of the then-current fiscal year for which funds have been appropriated. Upon such an event, You shall, no later than the end of the fiscal year for which contracted payments have been appropriated, deliver possession of the Equipment to Us. If You fail to deliver possession of the Equipment to Us, the termination shall nevertheless be effective but You shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted payments thereafter coming due that is attributable to the number of days after the termination during which You fail to deliver possession and for any other loss suffered by Us as a result of Your failure to deliver possession as required. You shall notify Us in writing within seven days after Your failure to appropriate funds sufficient for the payment of the contracted payments or (to the extent required by applicable law) this Agreement is not renewed and attach evidence of such non-appropriation, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to You.

The parties wish to amend the above-referenced Agreement by restating the following language:

Sentence 6 in the last paragraph on page 1 is hereby amended and restated as follows: "You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and supersedes any purchase order, invoice, request for proposal or other related document and that they may be modified only by written agreement and not by course of performance."

Sentence 2 and 4 in the "Automatic Agreement Renewal" paragraph are hereby amended and restated as follows: "The written notice must be received at least 30 days prior to the expiration of this Agreement term." "If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the

MANAGED PRINT SERVICES AND MAINTENANCE AGREEMENT**BILL TO**Name Field Local SchoolsAddress 2900 State Route 43City Mogadore State OH Zip 44260-9715Contact Name Jason VancurraContact Telephone (330) 673-0618Term of Agreement: 60 (Months) Meter Reconciliation Period: ☐ Monthly ☐ Quarterly ☒ AnnualMonthly Base Amt: \$ \$0.00 Monthly Base Billing Period: ☐ Monthly ☐ Quarterly ☒ Annual

Black Impressions	Color Impressions	Special Instructions	
Up to <u>0</u> black impressions per month Additional black impressions at <u>0.00390</u> per impression	Up to <u>0</u> color impressions per month Additional color impressions at <u>0.00000</u> per impression	This Xerox 5330 is a donation to Field Local Schools. Contract Billing : Please share impressions with new DMA for Field Local Schools This agreement is all inclusive less paper and staples unless specified in the special instructions above.	
Black Managed Print Impressions	Color Managed Print Impressions	# Months Included	Software Support Inclusions
Up to <u>0</u> black impressions per month Additional black impressions at <u>0.00000</u> per impression	Up to <u>0</u> color impressions per month Additional color impressions at <u>0.00000</u> per impression	1	Description
		2	
		Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this agreement. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.	

EQUIPMENT COVERED BY THIS AGREEMENT

#	Model Number	Serial Number	Equip. Number	Start Black Meter	Start Color Meter	Flat Rate	Department	Location Address (if different than above)	Meter Read Email Address
1	5330								
2									
3									
4									
5									

☐ See Addendum A for additional Placements

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized SignatureComDoc, IncPrint NamePrint NameSignatureSignatureDateDate

TERMS AND CONDITIONS

SERVICES: Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, travel and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement or in Schedule A ("Services"). Replacement parts may be new, reprocessed, or recovered. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. If at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (b) use of options, accessories, products, supplies not provided by Company, (c) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft, (d) maintenance requested outside Company's normal business hours or this Agreement. (e) hard drive replacement and/or (f) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or parts for Scanners.

SUPPLIES: Supplies are included in this Agreement. Supplies provided by Us are not for resale and are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples or paper. Unless otherwise noted, this Agreement does not include MICR toner or print heads for thermal label printers. Supplies are to be used exclusively for the Equipment and remain our property until consumed. You will return, or allow Us to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to You.

INSPECTION: We reserve the right to inspect all Equipment to be covered under this Agreement to ensure that it is in good mechanical condition prior to the commencement of this Agreement. Should the Equipment require repair or overhaul, repairs will be made at an hourly rate plus the cost of parts.

METER READS: You authorize Equipment to be connected to automatic meter reading software and/or device or, if We otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as We request. If You do not permit the Company to use automatic meter reading software and/or devices, We may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, We may estimate the reading and bill accordingly.

TERM AND PAYMENT: Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the date of installation or labeling in the case of owned printers and remain in effect throughout the Term. The meter count at installation or, in the case of owned printers, at assessment, will be used for overage calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods at the then current rate. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on page 1 of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, you will pay a late charge not to exceed 5% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis. Company reserves the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice. Company may charge a fee for meter resets.

TAXES: Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

LIMITATION OF LIABILITY: In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

INDEMNIFICATION: You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

FAX EXECUTION: A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

MISCELLANEOUS:

- Choice of Law. This Agreement shall be governed by the laws of the state of Ohio (without regard to the conflict of laws or principles of such states);
- Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT;
- Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written,
- Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect;
- Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations;
- Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors

PRINTER ADDS: In order to add a printer to this Agreement, You must provide Us a printer configuration page to include printer model number, serial number and current print meter prior to Us adding the printer. Based on this information, We will determine, at Our sole discretion, if the printer can be added to this Agreement. All like models must be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You are required to notify Us of any additional Equipment at Your site capable of using toner cartridges that We provide. Such Equipment shall automatically be covered by this Agreement and shall be considered the "Equipment" for all purposes under this Agreement. In the event that a printer model is added, but this model is NOT a like model, Customer agrees that ComDoc can add this printer to contract at the pricing levels then in effect for that particular model.



EXPLORE
ENGAGE
EXCEL

Exhibit S-4
June 12, 2017

Akron Office
701 South Main Street
Akron, OH 44311-1019
p. 330-762-9755
f. 330-762-0912

Judith A. Read
Low Vision Services
701 South Main Street
Akron, OH 44311-1019
p. 330-762-9755
f. 330-996-4181

Adult Services -
Firestone Park
1275 Sweitzer Avenue
Akron, OH 44301-1346
p. 330-379-3337
f. 330-379-3342

Adult Services -
Kent Location
1010 West Main Street
Kent, OH 44240-2006
p. 330-676-1493
f. 330-676-1564

Adult Services -
Twinsburg Center
10735 Ravenna Road
Twinsburg, OH 44087-3107
p. 330-425-3159
f. 330-425-3122

The Steel Academy
1570 Creighton Avenue
Akron, OH 44310-2656
p. 330-633-1383
f. 330-633-4512

With programs accredited by the
Commission on Accreditation of
Rehabilitation Facilities.

Federal Tax ID# 34-1374195

June 5, 2017

Megan Longfellow
Special Education Director
2900 State Route 43
Mogadore, OH 44260

Re: Services for the 2017-2018 School Year

Dear Ms. Longfellow,

Enclosed please find the agreement for services to be provided by United Disability Services to the Field School District for the 2017-2018 school year.

Please review the contract and forward to the district Treasurer's office for review, approval and signature. Please return the signed agreement no later than June 30, 2017 to:

Ms. Teri Mino, Executive Assistant
United Disability Services
701 South Main Street
Akron, OH 44311-1019

If you have any questions or concerns regarding services to be provided, please contact me by phone at (330) 762-9755 ext. 229 or by email at hchalmers@udsakron.org. If there are any questions regarding the agreement, please contact Shelley Morris, Chief Financial Officer by phone at (330) 762-9755 ext. 225 or by e-mail at smorris@udsakron.org.

Sincerely,

UNITED DISABILITY SERVICES

Heidi Chalmers
Office Coordinator, Low Vision Services

Enclosure

Cc: S. Morris, Chief Financial Officer
T. Mino, Executive Assistant

AGREEMENT FOR SERVICES

This Agreement is entered into effective as of the 1st day of July 2017 between Field Local School District (the District) and United Disability Services (UDS).

WHEREAS, the District wishes to enter into an Agreement with UDS to provide services to District students performed by a Teacher of the Visually Impaired (TVI) and/or Certified Orientation and Mobility Specialist (COMS).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree to the following:

1. The District will pay UDS \$145.00 per hour for services provided to District students by the Teacher of the Visually Impaired (TVI) and \$72.00 per hour for travel associated with such services. The District will pay UDS \$127.00 per hour for services provided to District students by the Certified Orientation and Mobility Specialist (COMS).
2. The Teacher of Visually Impaired Students shall perform functional low vision assessments, participate in the IEP, provide documentation of assessment and training, consult with teachers and related service providers, provide instruction in use of assistive technology, provide Braille instruction, and order and adapt materials as per the student's IEP or as requested by the District. The Orientation and Mobility Specialist shall perform assessments, participate in the IEP, teach skills and concepts as required to develop independent and efficient travel, instruct in route planning, intersection crossing, use of public transportation and travel in all types of indoor and outdoor environments. The Orientation and Mobility Specialist will provide documentation of assessment and training, and consult with teachers and related service providers as per the student's IEP or as requested by the district.
3. Frequency and duration of service and instruction will be as per IEP but no sub is required and no make-up will be necessary for absences on the part of student or provider. Initial assessment or reassessment may be up to four (4) hours in duration.
4. UDS will invoice the District monthly for all services performed the previous month, which will be due and payable upon receipt, net thirty (30) days.
5. Individuals Providing Services: The parties understand and agree that all individuals providing services as agreed upon in this contract are independent contractors of UDS and shall remain as such throughout the term of this agreement and UDS will be solely responsible for their compensation.
6. Compliance With Applicable Standards, Policies, Procedures and Agreements: UDS shall ensure that all services provided by UDS shall meet the relevant standards and policies and procedures established and required by any applicable regulatory agency, the District, and the terms and conditions of this Agreement.

7. Each party shall retain liability for, and shall provide for insurance against, acts and omissions related to the services provided by such party's personnel or any party with whom they contract to provide services on behalf of such party. Each party agrees to indemnify the other party for injuries that result solely from the negligence of its respective employees that are committed while performing services that are within the course and scope of the services described in this Agreement.
8. In the event that either the District or UDS becomes aware of any alleged injury arising out of the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other written notice containing the particulars sufficient to identify the name, address of the alleged injured person, place and circumstances of the alleged incident and the addresses of any available witnesses.
9. The term of this Agreement shall be for one complete school year commencing on July 1, 2017 and ending on June 30, 2018. Either party may terminate this Agreement without cause during the term of this Agreement by providing sixty (60) days advance written notice to the other party.

IN WITNESS WHEREOF, the District and UDS have caused this Agreement to be executed effective as of July 1, 2017.

UNITED DISABILITY SERVICES

By: _____

Title: _____

Date: _____

FIELD LOCAL SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

Sheakley



Exhibit T-1
June 12, 2017

Mr. Todd Carpenter
Field LSD
2900 State Route 43
Mogadore, OH 44260

BWC Policy #36751051

We are pleased to invite you to participate in the Group Rating Program for the 1/1/2018 to 12/31/2018 rate year with the projected discount/savings of:

Final Discount with Break-Even Factor (BEF) Applied:	-43%
Individual Premium:	\$56,229
Group Rated Premium:	\$40,998
Projected Savings:	\$15,231

In addition to this savings, you will also receive the highest level of experienced consultative services and assistance with claims management, hearing representation, safety, and unemployment representation. Our dedicated team members that specialize in public employer workers' compensation currently work with over 300 schools, cities, villages, townships, libraries, and state agencies - most of which are group rated, group retrospectively rated, individually retrospectively rated or self-insured.

Why Sheakley? Because, like you, our family owned business cares about the community in which we work and live. Also, we understand that with leadership comes social responsibility and is the ultimate measure of character. Our employees and business leaders are actively engaged in a variety of non-profit organizations like *Habitat for Humanity, United Way, Lighthouse Youth Services, Hoxworth Blood Center, Freestore Foodbank, and St. Joseph's Orphanage*. Also, through our partnership with the *Clermont Chamber of Commerce Work Readiness Program*, many of our team members provide guidance and mentorship to Ohio high school students as they prepare for entry into the work force.

While you are eligible for Group Rating and Group Retrospective Rating programs that both provide a significant savings, you can only choose ONE of them.

A Sheakley representative will contact you to review which program you wish to participate in or complete and return the documents for the program of your choice.

If you wish to participate in our Unemployment Program, please visit our website at www.sheakley.com/ClientAccess. Scroll down to Employers - Unemployment section to download the authorization form(s).

Enrollment Deadline: Tuesday May 30, 2017

Email: rating@sheakley.com

Fax: 877.292.0860 or 513.326.8088

Mail: Sheakley, Attention: Rating Team
One Sheakley Way
Cincinnati, Ohio 45246

Look forward to serving you and appreciate your trust in Sheakley. For questions or assistance, please contact a Sheakley representative at 800-877-5055 or 513-326-4675 ext. 2090 or rating@sheakley.com.

**Optimal Health Initiatives
Group Rating Agreement of Participation and Consent**

Page 1 of 2

Sheakley UniService, Inc., One Sheakley Way, Cincinnati, OH 45246 ("Sheakley") hereby offers its services as consultants to: **Field LSD ("Participant")**, and, subject to final acceptance by the Ohio Bureau of Workers' Compensation, enrollment in the 2018 Group Rating Plan Year for the Optimal Health Initiatives Ohio Workers' Compensation Group Rating Program ("Program") for a service period of one year (12 months) beginning with the inception of this Agreement and subject to renewal as stated hereafter.

Said services consist of:

1. Filing of the completed Employer Statement for Group Rating Plan (BWC Form AC-26) and the Sponsoring Organization's Application for Group Rating Plan (BWC Form AC-24);
2. Providing regional industry education, safety, and claims management seminars;
3. Providing actuarial review of Participant's rating experience;
4. Providing claim management for work related injuries which impact Participant's premium rates; and
5. Providing consultation to Participant and representation of Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on the following matters: manual classification, claim and rate protest, and adjudication.

All services are subject to current and future administrative, state, and federal rules and regulations as they may be amended periodically by the State of Ohio, the Ohio Bureau of Workers' Compensation ("BWC"), and the Industrial Commission of Ohio, including those that prohibit the practice of law by non-attorneys. The parties agree this Agreement shall be construed according to the laws of the State of Ohio. The provisions of this agreement are severable, and if any part of it is found unenforceable, the remaining parts shall remain fully valid and enforceable. It is understood that being a lay company, Sheakley can not, and will not, perform any functions before the BWC or Industrial Commission that may be construed or interpreted as the practice of law. As permitted, Sheakley will assist in the administrative work incidental to the filing of claims and appeals. By signing this Agreement, the undersigned grants Sheakley the authority to execute and endorse, on behalf of the Participant, any documents related to the administration of its workers' compensation program, including but not limited to the filing of appeals, waivers of appeal, motions, request for reconsideration, or any other document which may be necessary to comply with the obligations of this Agreement.

Participant confirms and agrees that it is a member in good standing with the Optimal Health Initiatives ("OHI") and is compliant with the following BWC Rules and Regulations: (a) has not had a lapse in coverage exceeding 40 days; (b) if entered into a partial payment agreement with the BWC, must be current on payment schedule; (c) cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and (d) cannot participate in more than one group rating plan for the said plan year. Participant also agrees to comply with all current and future BWC Rules and Regulations. Participant further agrees that it is not a Professional Employer Organization/Leasing Company ("PEO") nor does it have currently nor has it had in the past two (2) years a relationship with a PEO, and that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group. In addition, prior to any future changes, Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to becoming a PEO, entering into a relationship with a PEO, purchase or acquisition of any portion of business operations, assets or employees from another business entity or BWC risk/policy, and/or successorship imposed by the BWC. If it is determined by Sheakley that future organization restructuring results in negative impact to the Program, Participant agrees to either stop processing of the restructuring or voluntarily request removal from the Program. Failure to disclose this information, or submission of incorrect information, may result in the assessment of additional service fees and/or monetary penalties or assessments against Participant. The amount of such fees, penalties, and/or assessments shall be determined by Sheakley, in its discretion and with approval from the OHI, considering the impact of the additional administrative work and group costs and any additional premiums imposed by the BWC on the Program and/or its participants. Any monies collected for additional premiums will be held by Sheakley and distributed on an equitable basis to any participating members required to remit additional BWC premiums.

Participant agrees to pay, as invoiced, prior to registration in the Program, an administrative and service fee which has been jointly approved by the OHI and Sheakley. Participant acknowledges and agrees that the administrative and service fee is subject to change annually and that payment of this administrative fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for group participation, or the OHI and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement. If Participant desires to withdraw from this Program and requests a refund of monies paid, it is understood and accepted that the refunded amount will be prorated for services rendered less a \$75 processing fee. Participant may withdraw their enrollment up to the first Monday in May for that application year by submitting a written request to Sheakley UniService, Inc., Rating Department, One Sheakley Way, Cincinnati, Ohio 45246.

The Program will seek, through Sheakley and the OHI, to improve safety, accident prevention and claims handling for Participant and Participant agrees to participate in and cooperate with such programs as a condition of continued participation. Participant agrees to comply with all current and future BWC Rules and Regulations related to safety training and accident prevention requirements. It is also required Participant attends regionally held safety/claims management seminars on an annual basis if Participant has a claim in the green period (01/01/2016 to 03/31/2017).

Participant agrees that if Sheakley and/or the OHI recommend at any time that certain action be undertaken by Participant with respect to a claim or risk which could adversely impact the group or the Program, including but not limited to settlement of a claim, contesting a claim, payment of wages in lieu of compensation, or engagement of counsel, and if Participant refuses or fails to take such action, the OHI and/or Sheakley may take such refusal or failure to account and may thereafter exclude Participant from the Program on such basis.

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Participant hereby agrees to release and hold harmless the OHI, Sheakley, and their members, officers, directors, employees and agents, from and out all claims, liabilities, demands, obligations, costs or expenses, of any nature and whether known or unknown, arising out of or connected in any way to (a) the decision of OHI or Sheakley to offer the Program, (b) Participant's contribution, premium, assessment, or distribution levels, (c) any questions of workers' compensation coverage or lapse of coverage, (d) any termination of Participant's involvement in the Program, (e) any abandonment or failure to apply or qualify for group rating status in any year, and (f) any decision by the OHI, Sheakley, or the BWC regarding an applicant's eligibility to participate in the Program. Participants' eligibility for participation is defined by requirements demonstrated in this agreement, as well as other contributing factors, and is at the sole discretion of the OHI and Sheakley. Participant's certification of any claim, or condition in any claim, shall release Sheakley UniService, Inc. of any further obligation of said claim. Sheakley may provide further management of said claim, as it sees fit, and at its sole discretion.

Participant acknowledges, represents and agrees that neither the OHI, Sheakley UniService, Inc., nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Rating is not a guaranteed savings program.

Participant, if eligible and qualified, shall be eligible to participate in the Program as offered by BWC for the plan year 1/1/2018 to 12/31/2018. This Agreement and Participant's involvement shall thereafter be automatically extended for successive like one (1) year periods, provided that the Agreement and/or such participation is not terminated earlier. Participant acknowledges and agrees the OHI shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of the OHI and Sheakley.

Participant acknowledges that Sheakley UniService, Inc. is not a managed care organization and is not acting as such.

It is understood that this Agreement supersedes any prior Agreement, both written and verbal, between said parties and can only be modified by the introduction of a new Agreement, which has been mutually agreed to and executed by both parties.

In the event that Participant becomes ineligible to participate in subsequent group rating plan years, the aforementioned enumerated services will continue to be performed for the service period as stated in this Agreement, or until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this Agreement. If Participant wishes to retain only unemployment services, Participant must contact Sheakley to create a new annual administrative service fee, and enroll in a new Agreement for said services.

In WITNESS WHEREOF, the parties have executed the Agreement on the _____ day of _____ 20_____

Optimal Health Initiatives

Applicant/Participant: **Field LSD**

By Cynthia A Meyer

By _____

Title President

(signature)
Title _____

Sheakley

Employer Policy No. **36751051**

By Tammy A. Sheakley

Email todd.carpenter@fieldlocalschools.org

Title CEO



4-533295

*** Please verify the above policy number is correct.