

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
March 9, 2020**

The Field Local School District Board of Education held its Regular Meeting on Monday March 9, 2020 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:00 P.M.

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

Steve Calcei-Yes, Julie Kline-Yes, Ethan Miller-Yes, Larry Stewart-Yes, Randy Porter-Yes
Student Representative-Jordan McComb-Yes

Member Kline moved, seconded by Member Calcei that the Field Local Board of Education approve the minutes from the February 10, 2020 regular meeting. **20-0026**
Roll Call: Kline-Yes, Calcei-Yes, Miller-Yes, Stewart-Yes, Porter-Yes.
President declared the motion carried

Member Stewart moved, seconded by Member Miller that the Field Local Board of Education adopt the following agenda for the March 9, 2020 regular meeting. **20-0027**
Roll Call: Stewart-Yes, Miller-Yes, Calcei-Yes, Kline-Yes, Porter-Yes.
President declared the motion carried

Student Representative Report – In wrestling Alex Saverig and Dallas McAmis finished 2nd at Sectionals in their respected weight class. Mason Evans coming off an elbow injury finished 6th. Saverig and McAmis finished 6th at Districts ending their season. Dallas McAmis finished his season with 99 career wins./In girls basketball Maria Sziva finished her career with 1,370 points./Our cheer team went to states and came in 9th place./The third grading period ends March 27th./Today the Quiz Bowl Team went to their final tournament.

Superintendent's Report - Mr. Heflinger spoke about the recent Coronavirus and how the district works with Akron Children's Hospital which provide nursing services to the district. They have put out building protocols to use should a student or staff member experience symptoms. We will be training nurses in the district on what to do. We are proceeding with an abundance of caution and are taking the recommendations of the medical professionals moving forward./EdChoice is still front and center. As you know, there was a lot of debate in February on this issue and a lot of conversation from both sides. Currently, they have changed the way schools would qualify for EdChoice which grew the number of schools eligible. I was able to testify on behalf of the district on how the proposed EdChoice bill could negatively impact the district in its current form. We should know by March 31st, what the final Ed Choice Voucher plan should look like. You will see on the agenda tonight a resolution opposing Ed Choice in its current form./Just to mention a couple of items on the agenda tonight. I want to thank OAPSE and the negotiating team. Their contract is on the agenda and it was a good, fair, and

productive process. / There are volunteers being approved tonight and the school calendar is on the agenda. / We will have a delayed start to the school year in order to finish the parking lot project on main campus. We should have the bids back by early April. So far it has been a good process. As the current parking lot was looked at, there are places where there are only a couple of inches of base under what once was asphalt. The new parking lot will have 12 inches of base 3 inches of base asphalt and 2 inches of top asphalt. / The Spain trip is also on the agenda for the 2022 school year. Treasurer, Todd Carpenter, spoke briefly on the resolution to issue Tax Anticipation notes and explained how the financing will work on the parking lot project.

Legislative Liaison Report - Mr. Stewart spoke about the area hardships and how student issues often filter back into the school district. Mr. Stewart wanted to thank the district for looking out for these students. Mr. Heflinger noted that all Field employees do a great job at connecting with the students.

Recognition of visitors

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

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

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

SUPERINTENDENT CONSENT AGENDA

Member Calcei moved, seconded by Member Kline that the Field Local Board of Education approve the Superintendent consent agenda items as presented.

20-0028

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

President declared the motion carried

Superintendent Items

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

Classified Employment

1. Rona Arquilla, Study Hall Monitor at High School for the remaining 58 days of the 2019-2020 school year effective March 10, 2020. Rate of pay per Negotiated Agreement.
2. Cathy Griggy, 4.5 Hour Cook/Cashier at Suffield Elementary for the remaining 58 days of the 2019-2020 school year effective March 10, 2020. Rate of pay per Negotiated Agreement.

Classified Substitute Employment

Therese Kippes	Kimberly Confer	Ashley MacDonald	David Martin
Whitney Norris	Lori Evans	Isabelle Kegg	Adrian Coles

- **Resolution**-The Superintendent recommends that the Field Local Board of Education approve the “Making Middle Grades Work” (MMGW) (Exhibit S-1).
- **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the resolution for the hiring of a Freshman Baseball Coach and a Freshman Softball Coach should the number of athletes dictate for the 2019-2020 school year.
- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2019-2020 school year.

Certified Athletic

1. Levi Nelson, Spring Fitness Advisor-\$1,058.00
1 year experience, 1 year contract

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

Classified Athletic

1. Austin Black, Freshman Baseball Coach-\$2,117.00
0 years experience, 1 year contract

- **Volunteers** – The Superintendent recommends that the Field Local Board of Education approve the following volunteers:
 1. Lauren Harris, Softball.
- **School Calendar** – The Superintendent recommends that the Field Local Board of Education approve the school calendar for the 2020-2021 school year (Exhibit S-2).
- **Resignations** – The Superintendent recommends that the Field Local Board of Education accept the resignation(s) of the following:
 1. Janet Shoemaker, Paraprofessional at the Middle School effective June 1, 2020 due to retirement.
 2. Marlena Morrow, Bus Driver, effective March 29, 2020.
- **Tournament Employment** – The Superintendent recommends that the Field Local Board of Education approve/employ the following personnel as Home Site Sectional/District Tournament workers for Girls basketball.

<u>Name</u>	<u>Position</u>	<u>Date of Event</u>
Greg Kulick	Site Manager	2/15/20
Brenda Richmond	Secretary/Fac Mgr	2/15/20
Debbie Yeich	Ticket Seller	2/15/20
Ellen Arena	Scorekeeper	2/15/20

- **Contract Ratification** – The Superintendent recommends that the Field Local Board of Education approve the following negotiated agreement:
 1. Field Local Board of Education and OAPSE Local #259-July 1, 2019 through June 30, 2022. In approving this contract retroactive to July 1, 2019, no OAPSE member will suffer a financial loss due to a change in this agreement under Article 8. E., July 1, 2019 through March 9, 2020.

Resolution – The Superintendent recommends that the Field Local Board of Education approve a salary increase to the Non-Certified Administrative Salary Schedule reflective of the July 1, 2019-June 30, 2022 FLTA agreement effective August 1, 2019. All other terms and conditions will fall under the provisions of the OAPSE Agreement.

Resolution – The Superintendent recommends that the Field Board of Education approve amending the Technology Director Salary Schedule to reflect a change

in work days from 225 to 260 effective August 1, 2020. The Salary Schedule will be updated to reflect an increase based on the contractual daily rate and the new number of days worked.

Resolution - The Superintendent recommends that the Field Local Board of Education approve amending the E.M.I.S. Coordinator Salary Schedule to reflect a change in work days from 231 to 260 effective August 1, 2020. The Salary Schedule will be updated to reflect an increase based on the contractual daily rate and the new number of days worked.

- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:
 1. Brimfield Township, School Resource Officer contract for the period of Fall 2020 through Spring 2023. (Exhibit S-3).
 2. Provision of Services for Pre-School Children/School Building Lease Agreement for the 2020-2021 school year for Summit Educational Service Center (Exhibit S-5).
- **Field Trips** – The Superintendent recommends that the Field Local Board of Education approve the Tour of Spain field trip for interested Spanish students scheduled for June 13, 2022 (Exhibit S-4).
- **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the resolution opposing the State of Ohio Edchoice Scholarship Voucher Program (Exhibit S-6).

Informational Items - Superintendent

The following degree changes will be effective for the 2020-2021 school year:

1. Staci Lowden M+15 to M+30

TREASURER CONSENT AGENDA

Member Miller moved, seconded by Member Stewart that the Field Local Board of Education approve the Treasurer consent agenda items as presented.

20-0029

Roll Call: Miller-Yes, Stewart-yes, Calcei-Yes, Kline-Yes, Miller-Yes, Porter-Yes.

President declared the motion carried

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:
 1. Financial reports for the period ending January 31, 2020.
 2. Approve the following fund along with the associated revenue and expenditure accounts:
499 9020 Ohio School Safety
 3. Approve the following appropriation modifications:

499 9020	from	\$	0	to	\$	8,537.19
516 9020	from	\$473,915.33	to	\$486,491.83		
516 9020	from	\$ 94,569.55	to	\$141,642.03		
599 9020	from	\$ 23,016.18	to	\$ 25,902.41		
 4. Approve a Resolution Providing for The Issuance and Sale of Tax Anticipation Notes In an Aggregate Principal Amount Not to Exceed \$1,068,000 For The Purpose Of Paying Costs of General, On-Going Permanent Improvements (Exhibit T-1).
 5. Approval of the "Amounts and Rates" as determined by the Budget Commission for FY2021 (Exhibit T-2).
- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):
 1. Brimfield Lions Club, donation to Brimfield Elementary for 5th grade camp-\$558.00.

There being no further business to come before the Field Local Board of Education Member Stewart moved, seconded by Member Calcei to adjourn the March 9, 2020 regular meeting.

20-0030

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

President declared the motion carried

The meeting was adjourned at 7:24 P.M.


Randy Porter, President


Attest: Todd Carpenter, Treasurer



FIELD MIDDLE SCHOOL

Susan Blake
Principal

Exhibit S-1
March 9, 2020

Jon Lynch
Assistant Principal

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

WHEREAS, the Field Local Schools Board of Education's mission is the education of each child enrolled in the district;

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

WHEREAS, the Ohio Department of Education offer services and support to districts and schools that

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

voluntarily adopt the Making Middle Grades Work (MMGW) school improvement research-based model, focused on making the changes needed to increase student achievement and graduation rates;

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

Whereas, Field Middle School continuous school improvement planning team and BLT) is presently completing a MMGW Site Action Plan aligned to the MMGW chosen key practices.

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

Now, Therefore, the Field Middle School of the Field Local Schools Board of Education approves the implementation of the MMGW Site Action Plan and supports the adoption of the HSTW/MMGW. Said adoption enables the district to be eligible for state funding and regional support effective July 1, 2020.

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

Adopted this _____ day of _____, 2020

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

Board President

ATTEST:



HSTW NE Ohio Region Creating High Performing School Improvement Cultures

Ohio | Department
of Education

All schools in Ohio are eligible to join HSTW and MMGW

All Ohio public, private and charter elementary and middle grades schools (K-8), high schools (9-12) and career technical centers (11-12) interested in HSTW and Making Middle Grades Work (MMGW) are eligible to join. The regional office provides coaching and professional development services to districts and schools implementing the HSTW and MMGW school improvement design of 10 Key Practices in *Creating High Performing School Improvement Cultures*. Schools that officially adopt HSTW and MMGW are eligible for state funding and regional support. After deeply implementing HSTW and MMGW for 3 to 5 years, districts and schools see improved student achievement and increased graduation rates.

HSTW NW Ohio Region
Deborah Rivers
Regional Coordinator
HSTW Northwest Region
HHS Room 3017A MS 119
2801 Bancroft Street
Toledo, OH 43606
Phone: 419.530.7229
deborah.rivers@utoledo.edu

HSTW SW Ohio Region
Linda Radtke
Regional Coordinator
HSTW Ohio SW Region
Green Hills Community
Building 8 Enfield Street
Cincinnati, Ohio 45218
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HSTW NE Ohio Region
Diana Rogers
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115 Mountview Court
Mount Sterling, OH 43143
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hstwne@gmail.com
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HSTW C/SE Ohio Region
Joyce Odor
HSTW Ohio CSE
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145 N. Quentin Road
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jodor@aca.org

In 1998, Ohio became the 22nd state to join the Southern Region Education Boards (SREB)'s HSTW national network. In 2002, Ohio became the 15th state to join the MMGW national network. In 2019, the Ohio Department of Education funded 145 career centers/ high schools and 137 middle/elementary schools implementing the HSTW and MMGW school improvement design. For 21 years, HSTW NE Ohio Region has received a state grant from the Ohio Department of Education to support northeast Ohio HSTW and MMGW districts and schools.

The Ohio Department of Education, Office of Career Technical Education oversees the HSTW/MMGW regional offices and state network of HSTW/MMGW sites. Dan Stacy, dan.stacy@education.ohio.gov serves as the HSTW Consultant. Paolo DeMaria, Superintendent of Public Instruction, supports HSTW/MMGW by participating in national research-based efforts with SREB and other states to improve CTE education. State and national websites: www.ohiohstw.org. www.sreb.org

For more information, contact HSTW NE Ohio Region hstwne@gmail.com, 740.869.2650

Updated August 2019

HSTW/NE Ohio Region is limited to:

Building Leadership Capacity for Change

HSTW and MMGW sites focus on building the leadership skills of principals and teachers to implement the changes needed to increase student achievement and graduate all students prepared for enrollment, enlistment or employment. To achieve these goals, all students must be ready for rigorous academics/career technical studies at the next level without remediation.

Using a "One Plan" Approach

Member sites and districts focus on creating high performing school improvement cultures by engaging all stakeholders in a "one plan" approach to school improvement. The HSTW and MMGW school improvement design of 10 Key Practices is designed to support existing school improvement efforts and aligned with Ohio's strategic plan.

Focusing on 10 Key Practices

Member sites implement the school's goals and school improvement plans using the HSTW/MMGW school improvement design of 10 Key Practices. The key practices are based upon the implementation of evidence-based strategies proven to help schools transform elementary, middle and high schools (K-12) into places where all students learn at high levels. This school improvement design is based on the belief that most students can master complex academic and technical concepts if schools create an environment that encourages students to make the effort to succeed.

Establishing Active Region, State and National Networks

There are four phases a school must complete to join the HSTW and MMGW networks. First a school expresses **interest** and contacts the HSTW NE Ohio Region office. A regional coach meets with the school leadership and develops a plan to explore HSTW/MMGW. During exploration, the site visits best practice sites, and attends region, state and national professional development. To move to **planning** and then **implementation**, the site develops a plan, and officially adopts the HSTW or MMGW school improvement design to support existing school improvement efforts. Implementing sites become official members of the HSTW and MMGW region, state and national networks.

Providing Regional Support and Services

HSTW and MMGW implementing sites are eligible to receive state funding from the Ohio Department of Education through the CCIP. Coaching and professional development services are available through the regional offices:

- **Technical Assistance/Coaching Services:** Building Leadership Team (BLT), Teacher-based Teams (TBTs), Focus Teams, Site Action Plans, District Leadership Team (DLT), Curriculum Directors
- **Focused Staff Development/Professional Development:** Instructional Leaders Series, Administrators/Site Coordinator Academy, Literacy Across the Curriculum, Numeracy Across the Curriculum, Readiness for High School and 3Es: Enrolled, Enlisted, Employed, Reconnects. See the website for more offerings: www.ohiohstw.org
- **Multiple Assessment Targets:** HSTW/MMGW Teacher and Student Surveys, Site Action Plan, Site Review Process, Building a Data Culture
- **Active/Engaged Communication and Networking:** Region/Ohio networks hosting the Ohio School Improvement Institute (OSII), SREB Making Schools Work national network and conference, Battelle STEM Learning Network (OSLN), State Support Teams (SSTs), Education Service Centers (ESC), Tech Prep and many more
- **Region and State Grants/Region and National Recognition:** Advanced Careers Grants, Professional Development Grants, Presentation Grants, HSTW Ohio Network Recognitions of Districts, Schools, Principals, Site Coordinators

We are proud!!! Ohio is the only state to be recognized by SREB for outstanding state leadership. Since 2000, Ohio has received 221 national recognitions from SREB for improved performance in implementing the HSTW and MMGW school improvement design. Ohio has received more recognitions than any other member state. In the HSTW NE Ohio Region, sites have received 32 national recognitions from SREB. In additions, northeast member sites have received Ohio Schools of Promise, Ohio Schools of Honor, and US News and World Report rankings Silver and Bronze levels.

FIELD LOCAL SCHOOLS 2020-2021 CALENDAR

A

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- 7 Labor Day/No School
- 8/9 New Teacher Work Days
- 10 Prof. Development Day
No School
- 11 Teacher Work Day
- 14 First day for Students

- 9 NEOEA Day
No School

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11			14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- 2 Conferences/Prof Dev
No School
- 3 Prof Dev Day/ Election
Day/No School
- 12/17 Bem. Conferences
- 12/19 HS/MS Conferences
- 13 End of 1st grading per
- 26 Thanksgiving/No School
- 27 Thanksgiving/No School
- 30 Camp Day/No School

- 23/31 Winter Break
No School

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY '21						
S	M	T	W	Th	F	S
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 1 Winter Break/No School
- 18 MLK Day/No School
- 29 Records Day/No School
End of 2nd grading per

- 2/9 MS/HS Conferences
- 4/9 Elem. Conferences

- 11 Prof. Development Day
No School
- 12 Comp Day
No School
- 15 President's Day
No School

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 19 Prof. Development Day
No School

- 1/5 Spring Break
No School
- 9 End of 3rd grading per

APRIL '21						
S	M	T	W	Th	F	S
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 4 Prof. Development Day
Election Day/No School
- 31 Memorial Day/No School

- 14 Last Day for Students
End of 4th grading per
- 15 Last Day for Teachers
Records Day

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Hours

Elementary 1103.8
Required 910
Secondary 1091.5
Required 1001
High Sch 1070.85
Required 1001

Calamity make up days (if needed) will begin on June 15 and continue on weekdays thereafter until fulfilled.



**Brimfield Police Department
and
Field Local School District

School Resource Officer Agreement**

3-Year Agreement: Fall 2020-Spring 2023

This Agreement is made effective the _____ day of _____ 20_____
(date approved by Field Local Schools) 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 or his/her designee of the FIELD LOCAL SCHOOLS and the TOWNSHIP.

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 promote a visible positive image of law enforcement interaction with students, teachers, staff and the school community.
- 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 provide a safe and secure educational environment in partnership with the school system and law enforcement.

2.0 Employment and Assignment

- 2.1 The TOWNSHIP agrees to supply one (1) SRO to be placed within the FIELD LOCAL SCHOOLS district. 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 designed school administrator(s).

- 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, or re-assign the SRO.
- 2.4 The Superintendent or his/her designee and the Chief of Police or his/her designee, along with the SRO, agree to meet informally during both the Fall semester and Spring semester to foster communication and to address Program issues or concerns, if any.

3.0 Duty Hours

- 3.1 Duty hours will normally be day shift hours, Monday-Friday. It is the intent of the parties that the SRO's duty hours will generally conform to the school day.
- 3.2 In the event the SRO is absent from work, the SRO shall notify BPD and the FIELD LOCAL SCHOOLS Superintendent or his/her designee. FIELD LOCAL SCHOOLS understands that the temporary absence of the assigned SRO due to illness, personal leave, etc. will not result in a replacement SRO being assigned during the temporary absence.
- 3.3 The parties understand that assigned SRO hours must maintain a degree of flexibility while the SRO concurrently performs *D.A.R.E.* Program functions, when the *D.A.R.E.* Program is assigned. The SRO will communicate the *D.A.R.E.* Program hours to the Superintendent or his/her designee prior to the start of the Program.
- 3.4 It is understood that time spent by the SRO attending required court appearances arising from his/her employment as an SRO shall be considered as hours worked under this Agreement and may periodically require a brief absence from SRO duties.
- 3.5 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 emergency police services for the TOWNSHIP.
- 3.6 The schedule of the SRO should be mutually agreed upon by the Superintendent or his/her designee and the SRO to ensure visibility at the buildings, while allowing some flexibility for SRO operational needs that may arise at a building(s) requiring the attention of the SRO. The scheduled dates can be changed with mutual agreement of the parties based upon priority needs.

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' full-time law enforcement experience;**
- 4.2 Shall possess sufficient knowledge of applicable laws 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 through the Ohio School Resource Officer Association (OSROA) to serve in the capacity of a SRO, or will obtain said training within 12 months of assignment.**

5.0 Duties

- 5.1 To enforce criminal laws and ordinances and to investigate criminal activity. The SRO has the authority to make arrests and consider alternatives to arrest at the SRO's discretion.**
- 5.2 The SRO will be involved in school discipline when it pertains to preventing a disruption that could, if ignored, place students and/or staff, or property, at risk. In all other instances, disciplining students is a function of FIELD LOCAL SCHOOLS. The SRO, as a recognized school official, may report school policy violations through proper channels to be addressed by FIELD LOCAL SCHOOLS officials.**
- 5.3 To counsel students;**
- 5. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions. To make appearances before parent or other groups associated with FIELD LOCAL SCHOOLS as a speaker on requested topics.**
- 5.4 To answer questions students may have about Ohio criminal laws or juvenile laws;**

- 5.5 To assist other law enforcement officers with outside investigations concerning students attending the schools;
- 5.6 To work in liaison with the Superintendent or his/her designee to develop programs/topics of instruction as an educational resource, as may be assigned by FIELD LOCAL SCHOOLS.
- 5.7 Will provide the Brimfield Police Department and the Superintendent or his/her designee with monthly SRO activity reports to further information sharing and overall SRO Program assessment.

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 Superintendent or his/her designee.

7.0 Training

- 7.1 The SRO may attend the Ohio School Resource Officers Association Annual Training Conference each year, contingent upon the staffing and budgetary needs of the Brimfield Police Department.

8.0 Dress Code & Equipment

- 8.1 The SRO is required to wear the identifiable Brimfield Township Police Department uniform of the day, which includes issued equipment. The SRO shall carry authorized less lethal weapons and his/her duty firearm according to Brimfield Police Department policy.

Uniform and equipment expenses for the SRO are paid by the TOWNSHIP in accordance with the current collective bargaining agreement.

- 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 each day.

9.0 Transporting Students

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

- 9.1 When a student is the victim of a crime, under arrest, or an exigent circumstance exists. Students will not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination.
- 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 Superintendent or his/her designee.

10.0 Investigation Procedures

- 10.1 The SRO shall conduct criminal 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.

When requested, the SRO may standby to "keep the peace" and/or to maintain safety while school administrative staff conducts a search of persons, property or vehicles. The SRO shall review the FIELD LOCAL SCHOOLS search and seizure policy and maintain separation during school searches except as permitted under FIELD LOCAL SCHOOLS policy and state and federal law.

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 Critical Incidents.

- 13.1 During critical incidents occurring on school property, the SRO will act as a liaison between school administration, the Brimfield Police Department and other law enforcement or emergency management organizations.
- 13.2 The SRO should assist and may participate in any critical incident or FIELD LOCAL SCHOOLS safety planning meetings.

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 2020-2021 school year, the 2021-2022 school year, and the 2022-2023 school year, with two payments each school year as follows:

- \$27,000 payable to Brimfield Township due by October 15th of each year
- \$27,000 payable to Brimfield Township due by April 15th of each year

Any overtime incurred by the SRO arising from his duties will be paid by the TOWNSHIP. The TOWNSHIP also is responsible for all employment related costs for the SRO, including workers compensation, unemployment compensation, medical and retirement benefits and any other liability or responsibility of an employer with respect to the officer assigned as SRO.

15.0 Term of Agreement

The term of this Agreement is three (3) years, commencing on August 1, 2020 and ending on July 31, 2023.

The TOWNSHIP and FIELD LOCAL SCHOOLS may mutually agree to extend the term of this Agreement at any time.

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
(print name and title)

(Date)

FOR THE BRIMFIELD TOWNSHIP TRUSTEES:

By: _____

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

(Date)

Proposal: Tour of Spain for interested Spanish students and parents (if they so desire)

Educational Travel Company: EF TOURS of Boston, Mass.

Trip dates: June 13, 2022

Cost: \$3635

Group Leaders: Terri Baker and Frinett Broski

Esteemed Superintendent Heflinger and the Members of the Board of Education,

Terri Baker and Frinett Broski would like to offer to the students of Spanish 2 and above (at the time of travel) the opportunity to SEE, HEAR and LIVE the culture, history and language of Spain.

The 9 Day tour begins with 3 days in Madrid and moves south through the most historically significant cities and regions of the country. After Madrid we will visit Toledo, Sevilla, Granada and Málaga on the Mediterranean coast (from where we will fly home).

The trip will depart from Pittsburg rather than Cleveland as that price is \$100 dollars cheaper per traveler.

All local tours, transportation (plane, busses and metro), breakfasts and dinners are included in the price. In addition to the \$3635 students need only bring monies for souvenirs and lunch.

Teachers will receive NO compensation from the Field Local Schools. Free travel places for teachers are earned based on the number of participants enrolled. Any reward item earned from EF Tours Rewards Program will be directly donated from EF Tours to the Field Local Schools Foreign Language Department.

Please know that Terri Baker has done this same tour 6 times previously, 3 of those trips were for the students of Field Local Schools in 2013, 2016 and 2019. The tours have been magnificent successes and have opened the hearts and minds of those travelers to foreign culture and travel, as well as reinforced their language learning and willingness to study or work abroad.

Many thanks for your consideration,



Terri Baker

AGREEMENT FOR THE PROVISION OF SERVICES FOR PRESCHOOL CHILDREN WITH DISABILITIES

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

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

TERM: The term of this Agreement is from July 1, 2020 to June 30, 2021.

COUNTY RESPONSIBILITIES: The County shall have the following responsibilities:

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

DISTRICT RESPONSIBILITIES: The District shall have the following responsibilities:

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

DISTRICT RESPONSIBILITIES: continued

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

EXCESS COSTS: See Appendix A.

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

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

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

FIELD LOCAL SCHOOL DISTRICT

Signature

Superintendent

Signature

Treasurer

SUMMIT EDUCATIONAL SERVICE CENTER

Signature

Joseph Iacano

Superintendent

Signature

Laurel Young

Treasurer

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

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

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

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

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

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

SCHOOL BUILDING LEASE AGREEMENT

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

WITNESSETH:

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

- I. **Term**: This lease shall be for a period of one (1) year, commencing July 1, 2020 and terminating on June 30, 2021 unless renewed as hereinafter provided.
- II. **Renewal**: Lessee shall have the option to renegotiate the lease providing classroom space is available and approval of the lease is granted by the Lessor.
- III. **Covenants of the Lessee**: Said Lessee does hereby covenant and agree with said Lessor that it will:
 - A. Use and occupy said premises in a careful and proper manner;

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

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

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

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

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

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

LESSOR:
FIELD LOCAL SCHOOL
DISTRICT

LESSEE:
SUMMIT EDUCATIONAL SERVICE
CENTER

Signature

Signature

Superintendent

Michael Chadsey
President, Board of Governors

Signature

Signature

Treasurer

Laurel Young
Treasurer

3/20:pm

RESOLUTION OPPOSING THE STATE OF OHIO EdCHOICE SCHOLARSHIP (VOUCHER) PROGRAM

WHEREAS, the Ohio legislature has recently made amendments which greatly increase the number and availability of vouchers for students to attend private/parochial schools at public tax expense, and

WHEREAS, such vouchers will be available to numerous families and students who have never attended Field Local Schools or any other public schools and for whom state funding has never been provided to Field Local Schools or any other public schools, and

WHEREAS, Field Local School's state funding will be unjustly decreased by the amount of the vouchers provided to such families and students who have not and will not attend public schools and others who transfer to private/parochial schools, and

WHEREAS, the loss of revenue to the Field Local School District could have a negative impact on the five year forecast.

WHEREAS, private/parochial schools accepting students with public tax vouchers would not be required to accept all students but would be permitted to retain their selective admission policies without enforcement of other laws applicable to public schools, and

WHEREAS, private/parochial school students are not subject to the testing standards required of public school students so that the actual performance of private/parochial schools subsidized with public tax dollars will not be known, relative to equivalent public school evaluation standards, and

WHEREAS, this Board believes that the EdChoice voucher program as it currently exists presents serious constitutional issues regarding the separation of church and state and the funding of religious institutions with public tax dollars, and

WHEREAS, the State of Ohio has the constitutional responsibility to secure a thorough and efficient system of common schools, and

WHEREAS, the EdChoice voucher program will have exactly the opposite effect by providing funding to private/parochial schools at the expense and to the detriment of public schools and their students.

NOW, THEREFORE, BE IT RESOLVED by this Field Local School District Board of Education that this Board reaffirms its commitment to free accessible public schools which are adequately and equitably funded to guarantee a comparable education for ALL children and therefore

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opposes and respectfully requests the repeal of the ill-conceived EdChoice voucher program of the State of Ohio.

BE IT FURTHER RESOLVED that this Board opposes any funding programs, vouchers or otherwise, that have the effect of diverting public tax dollars from public schools to private/parochial schools.

BE IT FURTHER RESOLVED that the Treasurer is hereby authorized and directed to forward copies of this Resolution to all Ohio state legislators, the Superintendent of Public Instruction and Governor of the State of Ohio.

Ayes: _____

Nays: _____

TREASURER'S CERTIFICATE

The above is a true and correct extract from the minutes of a regular meeting of the Board of Education of the Field Local School District, Ohio, held on March 9, 2020, commencing at 7:00 p.m. in the cafeteria located at Field High School, 2900 St. Rt. 43, Mogadore, OH 44260 showing the adoption of the resolution hereinabove set forth.

Dated: March 9, 2020

Todd B. Carpenter, Treasurer Board of
Education

Field Local School District, Portage County

The Board of Education of Field Local School District, Ohio, met in regular session on March 9, 2020, commencing at 7:00 p.m., in the Field High School Cafeteria, 2900 State Route 43, Mogadore, Ohio, with the following members present:

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION NO. 20-_____

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF TAX ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,068,000 FOR THE PURPOSE OF PAYING COSTS OF GENERAL, ON-GOING PERMANENT IMPROVEMENTS.

WHEREAS, at an election held in the School District on May 7, 2019, pursuant to Section 5705.217 of the Revised Code, the electors of the School District approved by the requisite majority affirmative vote the levying by this Board of an ad valorem property tax in excess of the ten-mill limitation at a rate not to exceed 1.00 mill for each one dollar of valuation, for five years, for the purpose of general, on-going permanent improvements, with the first collection of the tax occurring in calendar year 2020 (the Tax Levy), the Tax Levy being approved together with an ad valorem property tax in excess of the ten-mill limitation at a rate not to exceed 10.75 mills for each one dollar of valuation, for five years, for the purpose of current operating expenses; and

WHEREAS, on January 24, 2019, the Portage County Auditor certified that the estimated property revenue that would be produced by the combined 11.75-mill levy is \$5,334,488 annually (equating to \$4,880,489 for the purpose of current operating expenses and \$453,999 for general, on-going permanent improvements); and

WHEREAS, this Board has determined, as provided in this Resolution, to borrow money in anticipation of the collection of a fraction of the proceeds of the Tax Levy in a principal amount not exceeding 50% of the total estimated proceeds of the Tax Levy remaining to be collected over a period of five years, and to issue notes of the School District (the Notes) to evidence that borrowing,

the proceeds of which are intended to pay costs of improvements to the School District's main campus parking lot; and

WHEREAS, the Treasurer, as the fiscal officer of the School District, has certified that the maximum maturity of the Notes is December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Field Local School District, County of Portage, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means, unless otherwise determined by the Treasurer in the Certificate of Award, denominations of \$100,000 or any whole multiples of \$1,000 in excess thereof.

"Certificate of Award" means the certificate authorized to be signed by the Treasurer pursuant to Section 7(a), setting forth and determining those terms or other matters pertaining to the Notes and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Notes.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Interest Payment Dates" means, unless otherwise determined by the Treasurer in the Certificate of Award, June 1 and December 1 of each year during which the Notes are outstanding, commencing December 1, 2020.

"Mandatory Sinking Fund Redemption Requirements" means Mandatory Sinking Fund Redemption Requirements as defined and described in Section 3(d)(i).

"Note proceedings" means, collectively, this Resolution, the Certificate of Award and such other proceedings of the School District, including the Notes, that provide collectively for, among other things, the rights of holders and beneficial owners of the Notes.

"Note Register" means all books and records necessary for the registration, exchange and transfer of Notes as provided in Section 6.

“Note Registrar”, which may be the Treasurer, means the authenticating agent, note registrar, transfer agent and paying agent for the Notes designated in the Certificate of Award and until a successor Note Registrar shall have become such and, thereafter, “Note Registrar” shall mean the successor Note Registrar.

“Original Purchaser” means the original purchaser of the Notes designated by the Treasurer in the Certificate of Award.

“Principal Payment Dates” means, unless otherwise determined by the Treasurer in the Certificate of Award, December 1 in each of the years from and including 2020 to and including 2024.

“Serial Notes” means any Notes designated as such in the Certificate of Award, maturing on the dates set forth therein, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Notes” means any Notes designated as such in the Certificate of Award, maturing on the date or dates set forth therein, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

“Treasurer” means the person at the time performing the duties of the fiscal officer of the Board.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. This Board determines that it is necessary to borrow, pursuant to Sections 133.24 and 5705.217 of the Revised Code, an aggregate principal amount not exceeding \$1,068,000 in anticipation of the collection of a fraction of the proceeds to be received from the collection of the Tax Levy for the purpose of general, on-going permanent improvements, and for the School District to issue its “Tax Anticipation Notes, Series 2020” to evidence that borrowing. This Board further finds, determines and declares that the aggregate principal amount of the Notes does not exceed 50% of the total estimated proceeds of the Tax Levy remaining to be collected in each year over a period of five years after the issuance of the Notes, other than taxes to be received for the payment of debt charges on any securities previously issued in anticipation of the collection of a fraction of those proceeds of the Tax Levy.

Subject to the limitations set forth in this Resolution, the principal amount of the Notes, the principal maturities of and the principal payment schedule for the Notes, the Interest Payment Dates, the interest rate or rates that the Notes shall bear, and certain other terms and provisions of the Notes as may be identified in this Resolution are subject to further specification or determination in the Certificate of Award to be signed by the Treasurer in accordance with Section 7(a) hereof upon the finalization of the terms and provisions of the Notes.

Section 3. Denominations: Dating: Principal and Interest Payment Provisions: Prepayment. The Notes shall be issued in one lot and only in fully registered form; shall be issued in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date, provided that, if the Original Purchaser shall so elect, a single note, in printed or typewritten form, may be issued with multiple maturities of principal or Mandatory Sinking Fund Redemption Requirements; and shall be numbered as specified in the Certificate of Award. The Notes shall be dated as of their date of issuance, or such other date as may be specified in the Certificate of Award.

(a) **Interest Rates and Payment Dates.** The Notes shall bear interest (as may be specified in the Certificate of Award or on the certificate evidencing the Notes) at the rate or rates of interest per year as shall be specified (subject to subsection (c) of this Section) in the Certificate of Award. Interest on the Notes shall be payable on each Interest Payment Date until the principal amount has been paid or provided for. The Notes shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) **Principal Payment Schedule.** The Notes shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Treasurer in the Certificate of Award, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District, and subject to subsection (c) of this Section.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Certificate of Award (i) the aggregate principal amount of Notes to be issued as Serial Notes, the Principal Payment Dates on which those Notes shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Notes to be issued as Term Notes, the Principal Payment Date or Dates on which those Notes shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Notes shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates), and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) **Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts.** The rate or rates of interest per year to be borne by the Notes, and the principal amount of the Notes maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that either (i) the total principal and interest payments on the Notes in any fiscal year in which principal is payable is substantially equal to the amount of those payments in any other such fiscal year, or (ii) the principal payments on the Notes are substantially equal. The weighted average of the rate or rates of interest per year to be borne by the Notes, determined by taking into account the respective principal amounts of the Notes and terms to maturity or mandatory sinking fund redemption, as applicable, of those principal amounts of Notes, shall not exceed 4.00% per year.

(d) Redemption Provisions. Unless otherwise specified by the Treasurer in the Certificate of Award, consistently with his determination of the best interest of and financial advantages to the School District, the Notes shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Notes. If any of the Notes are issued as Term Notes, the Term Notes shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Note Registrar for payment of principal of and interest on the Notes on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Notes payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The School District shall have the option to deliver to the Note Registrar for cancellation Term Notes in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Term Notes stated to mature on the same Principal Payment Date as the Term Notes so delivered. That option shall be exercised by the School District on or before the 45th day preceding any Mandatory Redemption Date with respect to which the School District wishes to obtain a credit, by furnishing the Note Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Notes stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Note Registrar, the then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, also shall be received by the School District for any Term Notes that prior thereto have been redeemed (other than through operation of applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Note Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Notes stated to mature on the same Principal Payment Date as the Term Notes so redeemed or purchased and canceled.

Each Term Note so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Note Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Term Notes stated to mature on the same Principal Payment Date as the Term Notes so delivered or purchased and canceled.

(ii) Optional Redemption. If determined by the Treasurer in the Certificate of Award to be advantageous to and in the best interest of the School District, the Notes shall be subject to redemption, by and at the sole option of the School District, at the redemption price specified in the Certificate of Award, which redemption price shall be not more than 102% of the principal amount redeemed, plus accrued interest to the redemption date. The Treasurer may determine, in the Certificate of Award, whether any Notes subject to optional redemption may be redeemed in whole or in part (as selected by the Board), may determine there to be more than one redemption price applicable to more than one redemption period, and may determine the date or dates that the Notes shall be subject to optional redemption.

Notes to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Treasurer to the Note Registrar, given upon the direction of this Board by adoption of a resolution. That notice shall specify the redemption date and the principal amount of Notes of each maturity to be redeemed and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Note Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Notes are called for optional redemption at one time and Notes of more than one maturity are then outstanding, the Notes that are called shall be Notes of the maturity or maturities selected by the School District. If fewer than all of the Notes of a single maturity are to be redeemed, the selection of Notes of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any whole multiple thereof, shall be made by the Note Registrar by lot in a manner determined by the Note Registrar. In the case of a partial redemption of Notes by lot when Notes of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Note of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Note are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Note shall surrender the Note to the Note Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Note or Notes of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Note surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Notes shall identify (A) by designation, letters, numbers or other distinguishing marks, the Notes or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Note Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Note subject to redemption in whole or in part at the registered owner's address shown on the Note Register maintained by the Note Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Note, however, shall not affect the validity of the proceedings for the redemption of any Note.

Notwithstanding the foregoing, if a single Term Note is issued in accordance with this Section, so long as the Original Purchaser is the registered owner of the Note, mandatory redemptions shall be made in accordance with the schedule set forth on that Term Note and no further notice of such redemptions shall be required to be provided to the Original Purchaser.

(v) Payment of Redeemed Notes. In the event that notice of redemption shall have been given by the Note Registrar to the registered owners as provided above, there shall be deposited with the Note Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Note Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Notes for which notice of redemption has been given. Notice having been mailed or otherwise given in a manner provided in the preceding paragraph hereof, the Notes and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Notes and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Note Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail or otherwise given as aforesaid, then from and after the redemption date those Notes and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail or otherwise given as aforesaid, those Notes and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Note Registrar for the redemption of particular Notes shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Notes or as otherwise provided in Section 5 for the payment of principal and interest, provided that any interest earned on the moneys so held by the Note Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Notes called for redemption.

Section 4. Execution and Authentication of Notes. The Notes shall be signed by the President or Vice President of this Board and by the Treasurer, in the name of the School District and in their official capacities, provided that either or both of such signatures may be a facsimile; and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution, the Certificate of Award and the provisions of Sections 133.24 and 5705.217 of the Revised Code. The Notes shall be numbered as determined by the Treasurer.

The Treasurer shall designate the initial Note Registrar in the Certificate of Award. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Note proceedings unless and until the certificate of authentication printed on the Note is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Note proceedings.

Section 5. Payment of Debt Charges. The debt charges on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar as paying agent. Principal of the Notes shall be payable when due upon presentation and surrender of the Notes at the office of the Note Registrar. Interest on a Note shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Note was registered, and to that person's address appearing, on the Note Register at the close of business on the 15th day next preceding that Interest Payment Date occurs. Notwithstanding the foregoing, if a single Serial Note with multiple maturities of principal in amounts equal to the principal amounts of Notes stated to mature on the respective Principal Payment Dates or a single Term Note is issued in accordance with the provisions of Section 3, principal and interest shall be payable upon presentation of the Note to the Note Registrar for the proper endorsement of such payments (and surrender upon final payment) or in such other manner as may be agreed upon by the Treasurer, in the name and on behalf of the School District and as the Note Registrar, and the Original Purchaser, including without limitation, so long as the Original Purchaser is the registered owner of the Note, payment of (i) the principal of the Notes payable on each Principal Payment Date by wire transfer of immediately available funds to the Original Purchaser, without presentation or surrender thereof, to an account in the United States as the Original Purchaser will direct in writing to the Note Registrar, provided that in connection with the payment of the final installment of principal of the Notes, the Original Purchaser shall present and surrender the Note certificate at the office of the Note Registrar, and (ii) interest on the Notes payable on each Interest Payment Date by wire transfer of immediately available funds to the Original Purchaser to an account in the United States as the Original Purchaser will direct in writing to the Note Registrar.

Section 6. Registration; Transfer and Exchange. So long as any of the Notes remain outstanding, the School District will cause the Note Registrar to maintain and keep the Note Register at its office. Subject to the other provisions of this Section, the person in whose name a Note is registered on the Note Register shall be regarded as the absolute owner of that Note for all purposes of the Note proceedings. Payment of or on account of the debt charges on any Note shall be made only to or upon the order of that person; neither the School District nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Note, including interest, to the extent of the amount or amounts so paid.

Any Note may be exchanged for Notes of any authorized denomination upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so, in a form satisfactory to the Note Registrar. A Note may be transferred only on the Note Register upon presentation and surrender of the Note at the office of the Note Registrar, together with an assignment signed by the registered owner or by a person legally empowered to do so, in a form satisfactory to the Note Registrar. Upon exchange or transfer the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations requested by the registered owner equal in the aggregate to the unmatured principal amount of the Note surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Note Registrar shall undertake the exchange or transfer of Notes only after the new Notes are signed by the authorized

officers of this Board on behalf of the School District. In all cases of Notes exchanged or transferred, the School District shall sign and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of the Note proceedings. The exchange or transfer shall be without charge to the registered owner, except that the School District and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Note Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Notes issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Note proceedings, as the Notes surrendered upon that exchange or transfer. Neither the School District nor the Note Registrar shall be required to make any exchange or transfer of (i) Notes then subject to call for redemption between the 15th day preceding the mailing of notice of Notes to be redeemed and the date of that mailing, or (ii) any Note selected for redemption, in whole or in part.

Notwithstanding the above, the Treasurer is authorized to specify restrictions on the transfer of the Notes in the Certificate of Award, if the Treasurer determines same to be in the best interests of the School District.

Section 7. Award and Sale of the Notes; Application of Proceeds.

(a) To the Original Purchaser. The Notes shall be awarded and sold by the Treasurer to the Original Purchaser at private sale at a purchase price not less than 97% of the aggregate principal amount thereof plus accrued interest on the Notes from their date to the Closing Date, all as shall be specified in the Certificate of Award, and with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law and the provisions of this Resolution.

The Treasurer shall sign and deliver the Certificate of Award and shall cause the Notes to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes, to the Original Purchaser upon payment of the purchase price. The President, Vice President and the Treasurer of this Board, the Superintendent of Schools and other School District officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements, paying agency and/or custodial agreements, note purchase agreements and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

(b) Application of the Proceeds. Any portion of the proceeds of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund and credited to the account provided for in Section 11. The balance of the proceeds of the Notes shall be paid into the same fund into which the proceeds of the Tax Levy (other than any proceeds to be applied to pay principal of and interest on the Notes) will be paid and shall be used only for the purpose for which the Tax Levy is levied.

Section 8. Financing Costs. The expenditure of the amounts necessary to pay financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Treasurer is authorized to provide for the payment of any such costs from the

proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 9. Provision for Tax Levy. The Tax Levy shall be and is hereby levied on all taxable property in the School District. The Tax Levy shall be computed, certified, levied and extended upon the tax list and duplicate and collected by the same officers, in the same manner and at the same times that all taxes for general purposes for each of the years the Tax Levy runs are certified, extended and collected. The Tax Levy is a direct tax during the period the Notes will be outstanding, and is in an amount at least sufficient to provide funds to pay the debt charges on the Notes as they come due and therefore is not less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution.

This Board covenants that it will levy the Tax Levy for collection in each of the years during which the Notes are outstanding to the maximum extent permitted and required to pay the debt charges on the Notes when and as the same fall due, and that, in accordance with law, the Tax Levy to such extent and for such period has been and shall clearly be required by each annual tax budget of this Board which shall properly be advertised, adopted and filed. The proceeds of the Tax Levy are to be applied to the extent required to the payment of the debt charges on the Notes as they come due. The amounts of the annual proceeds of the Tax Levy required to pay those debt charges in each year are, pursuant to law and particularly Section 133.24 of the Revised Code, deemed to be appropriated for that purpose from the proceeds of the Tax Levy in that year; this Board covenants that it will give effect to that appropriation, to the extent stated above, in resolutions it hereafter adopts appropriating money for expenditure or encumbrance in each of the fiscal years in which debt charges on the Notes are payable.

Section 10. Separate Warrants for Tax Levy Distributions. This Board requests the Portage County Auditor to draw and issue at the time of each distribution (by advance, settlement or otherwise) to the School District of the proceeds of the Tax Levy (taking into account any payments from the State pursuant to Sections 321.24(F) and 323.156 of the Revised Code) after the date of issuance of the Notes, a separate warrant for payment into the Bond Retirement Fund to include that portion of that distribution needed to ensure payment of the debt charges on the Notes as the same fall due, and to draw and issue a separate warrant for payment into the fund for the Tax Levy for the balance of such distribution. The portion of each distribution to be included in a separate warrant for payment into the Bond Retirement Fund shall be the product of the total amount of that distribution multiplied by a fraction, the numerator of which is the aggregate amount of principal of and interest on the Notes payable in the then calendar year and the denominator of which is the total estimated net amount of the proceeds from the Tax Levy distributed and to be distributed by the County Auditor to the School District during that calendar year and prior to December 1 in that calendar year. The portion of the last distribution prior to each Interest Payment Date to be so included in a separate warrant for payment into the Bond Retirement Fund shall be in the amount certified to each County Auditor by the Treasurer as the amount necessary, after taking into account amounts credited and to be credited to the separate account provided for in Section 11, to make timely payment of all debt charges on the Notes due on that Interest Payment Date.

Section 11. Establishment and Maintenance of Special Account. This Board establishes, and covenants that it will maintain until the principal of and interest on the Notes are paid, a

separate account as part of the Bond Retirement Fund. The Treasurer shall credit to that account that portion of each future distribution to the School District of the proceeds of the Tax Levy (whether or not that portion is evidenced by or included in a separate County Auditor warrant), calculated in accordance with Section 10, needed to ensure payment of the debt charges on the Notes as the same fall due. So long as any portion of the debt charges on the Notes is unpaid, the moneys credited to that account shall be used solely for the purpose of paying those debt charges. Should accumulated amounts credited to that account produce an amount less than the amount needed to make a timely payment of debt charges on the Notes when due, the full amount needed to make up any such deficiency shall be paid by the Treasurer into the Bond Retirement Fund and credited to that account from the last distribution or distributions to the School District of the proceeds of the Tax Levy received prior to the date of that payment. Upon payment, in full, of all debt charges due on the Notes on December 1 in any year, any amounts remaining in the separate account in the Bond Retirement Fund may be returned to the fund for the Tax Levy as reimbursement for tax revenues advanced to the account in the Bond Retirement Fund to pay debt charges on the Notes. At the request of the Original Purchaser, the President and Treasurer may enter into a custodial agreement with the Original Purchaser and, if the Original Purchaser is not an eligible public depository for purposes of Chapter 135 of the Revised Code, a financial institution that is such an eligible public depository, to establish an escrow arrangement for the separate account and to provide for the deposit into escrow of the proceeds of the Tax Levy and for the investment and application to the payment of debt charges of those proceeds.

Section 12. Federal Tax Considerations. The School District covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent, if any, as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code, or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

This Board and the School District further covenant that (a) they will take or cause to be taken such actions which may be required of them for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) they will not take or authorize to be taken any actions which would adversely affect that exclusion, and (c) that they, or persons acting for them, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as the fiscal officer, or any other officer of this Board or any official of the School District having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including designation of the Notes as "qualified tax exempt obligations" if such designation is applicable and desirable), choice, consent, approval, or waiver on behalf of this Board or the School District with respect to the Notes as this Board or the School District is permitted or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or

interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of this Board or the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of this Board and the School District, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of this Board regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Treasurer is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants

Section 13. Certification and Delivery of Resolution and Certificate of Award. The Treasurer is directed to deliver or cause to be delivered a certified copy of this Resolution and a copy of the signed Certificate of Award to the Portage County Auditor.

Section 14. Satisfaction of Conditions of Note Issuance. This Board determines that all acts and conditions necessary to be performed by this Board or the School District or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding special obligations of the School District have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes; that the proceeds of the Tax Levy (to the extent and as described in Section 9) which are received by the School District are pledged for the payment of the principal of and interest on the Notes; and that due provisions has been made for levying and collecting annually the Tax Levy in an amount sufficient to pay the principal of and interest on the Notes as the same come due.

Section 15. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Notes are ever issued. The Treasurer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 16. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 17. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TREASURER'S CERTIFICATION

The above is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of Field Local School District, Ohio, held on March 9, 2020, commencing at 7:00 p.m., in the Field High School Cafeteria, 2900 State Route 43, Mogadore, Ohio, showing the adoption of the Resolution set forth above.

Dated: March 9, 2020

Treasurer, Board of Education
Field Local School District, Ohio

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY, VILLAGE OR RURAL BOARD OF EDUCATION)

Revised Code, Secs. 5705.34 -.35

The Board of Education of the _____
School District, _____
Regular Session on the _____
at the _____
Field High School Cafeteria

Field Local
Portage County, Ohio, met in
9th day of March, 2020
with the following members present:

_____ moved the adoption of the following resolution

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing _____ 7-1-2020 ; and

WHEREAS, The Budget Commission of _____ Portage _____ County, Ohio, has
certified its action thereon to this Board together with an estimate by the County Auditor of the rate of
each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the
ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education of the _____
School District, _____
Field Local Portage County,
Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the
same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School District the rate of
each tax necessary to be levied within and without the ten mill limitation as follows

The State of Ohio, Portage County, ss.

I, Todd B. Carpenter, Treasurer of the Board of Education of the
Field Local School District,

In said County, and in whose custody the Files and Records of said Board are required by the Laws of the
State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

9th day of March, 2020 Minutes

now on file with said Board, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this 9th day of March, 2020

Treasurer of the Board of Education of the

Field Local School District,

Portage County, Ohio.

1. A copy of this Resolution must be certified to the County Auditor before the first day of October, or at such later date as
may be approved by the Department of Taxation of Ohio.

No. _____

BOARD OF EDUCATION
FIELD LOCAL
School District
Portage County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR.
(City, Village or Rural Board of Education)

Adopted _____, 20

Treasurer.

Filed _____, 20

County Auditor.

By _____ Deputy.