

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
February 10, 2020**

The Field Local School District Board of Education held its Regular Meeting on Monday February 10, 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-Absent, Ethan Miller-Yes, Larry Stewart-Absent, Randy Porter-Yes
Student Representative-Jordan McComb-Yes

Member Miller moved, seconded by Member Calcei that the Field Local Board of Education approve the minutes from the January 13, 2020 organizational meeting and the January 13, 2020 regular meeting. 20-0021
Roll Call Miller-Yes, Calcei-Yes, Kline-Absent, Stewart-Absent, Porter-Yes.
President declared the motion carried

Member Porter moved, seconded by Member Calcei that the Field Local Board of Education adopt the following agenda for the February 10, 2020 regular meeting. 20-0022
Roll Call Porter-Yes, Calcei-Yes, Kline-Absent, Miller-Yes, Stewart-Absent.
President declared the motion carried

Student Representative Report – Our Quiz Bowl team finished up their season with their last match on February 3rd. /Our Cheer team went to a competition on the 2nd of February and came in first place. They qualified for States this weekend. /Boys Basketball got their first two wins, home against Rootstown and away against Ravenna. /The marching band is leaving to perform at Fort Myers parade in Disney. They leave February 12th and come back on the 18th. /Drama Tryouts for the spring musical, “Once Upon a Mattress” are coming up at the end of February. /Our February students of the month are Mia Hudson and Rylan LeMaster./Mason Evans one of our wrestlers who is undefeated in the PTC dislocated his elbow early in the month of January./Dallas McAmis is 8 wins from getting to the 100 win milestone. Our wrestling team had their senior night on February 4th against Southeast./Our boys basketball has their senior night on February 14th against Springfield./Finally Maria Sziva has passed the school record for career points and is now at 1,328 with a little bit of the season left to play.

Superintendent’s Report - Mr. Heflinger shared the current parking lot design with the Board. The plan is currently projected to add about 200 parking spaces to the existing parking lot. There is currently green space that will become part of the parking lot along with a reconfiguration of the islands in order to direct the flow of traffic to be more efficient. The hope is that when we are done with the parking lot, people will stop parking in the grass. Mr. Heflinger also pointed out several other traffic flow patterns for efficiency as well. We are on schedule and planning on taking the project out

to bid the end of February or beginning of March, with bids coming back and awarding contracts prior to April for an April vote in order to start as early as mid-May. With that being said, we will also be planning a late start to the school year in order to keep the property as empty as possible for as long as possible. We need to be as flexible as possible to get the project done in one season.

Mr. Heflinger also spoke about the new proposed EdChoice Voucher program and his lengthy involvement over the last month and a half. There has been a lot of conversation with Representative Randi Clites who has been supportive in what we are looking for, and as a Representative on the legislation committee for BASA we have spent a lot of time on this issue. There is a supposed solution. The House had added amendments to Senate Bill 89 and passed it last Friday in the house. It would phase out all district paid EdChoice Vouchers and it would leave the income based EdChoice Vouchers. However, it would change the eligibility for a family of four from 200% of federal poverty to 250% of federal poverty. It would also grandfather in anybody who has an EdChoice Voucher right now because of a failed building. That would be a good thing for Field. It does increase the number of individuals eligible through the income based system. While the State is paying for that now as the system gets bigger and there are more students taking advantage of it. I do not think they are going to take it from highway money in the next State Budget. I imagine they would take it from education. We will continue to push to keep the percentage of federal poverty as low as we can to not expand this anymore than necessary. This has nothing to do with failing schools. This has everything to do with moving public money to private schools. It has been an interesting political process. The Senate and the House are trying to find some items to agree on.

Also, on the agenda tonight we are adding onto a policy about graduation requirements pertaining to Local Seals. The class of 2023 is the first class that must use them. We are including the backup information sheets as an addendum to the policy. Another policy pertains to open enrollment with substantial changes to be in compliance with current law. You will notice several date deadlines in the policy in order for open enrollment to take place.

Legislative Liaison Report

Recognition of visitors

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

Public comment is permitted during the recognition of visitor's portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation,

if appropriate. Each speaker is limited to three minutes and may not speak twice on the same subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

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

SUPERINTENDENT CONSENT AGENDA

Member Miller moved, seconded by Member Calcei that the Field Local Board of Education approve the Superintendent consent agenda items as presented. **20-0023**
Roll Call Miller-Yes, Calcei-Yes, Kline-Absent, Stewart-Absent, 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:

Certified Employment

1. Suzannah Gingo, Title I Teacher at Brimfield Elementary.

Interim Contract – effective January 24, 2020 through end of the year or when teacher on leave returns.

MA Degree, Step 4 Rate of pay per Negotiated Agreement.

Classified Employment

1. Sheila Matthew, Paraprofessional at High School effective January 21, 2020 for the remaining 91 days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
2. Tracy Rumschlag, 8 Hour Asst. Custodian at Suffield Elementary effective TBD for the remaining TBD days of the 2019-2020 school year. Rate of pay per Negotiated Agreement.
3. Steve Bable, Athletic Ticket Taker for the 2019-2020 school year.

Classified Substitute Employment

Rona Arquilla Linda Moles Dominique Plummer Ember Kommel
Shari MacDonald

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

Certified Academic

1. Lauren Patty-High School Special Ed Department Head (2nd semester)-\$529.00
0 years experience, 1 year contract

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

Classified Athletic

1. Tim Contant, Varsity/Asst. Baseball Coach-\$3,175.00
1 year experience, 1 year contract
2. Robert Bauer, Varsity Asst. Softball Coach-\$3,556.00
9 years experience, 1 year contract
3. Andrew Pifel, JV/Asst. Baseball Coach-\$2,117.00
1 year experience, 1 year contract

- **Volunteers** – The Superintendent recommends that the Field Local Board of Education approve the following volunteers:

1. Keith Bowers, Baseball.
2. Austin Gilbert, Track.
3. Tony Casilonova, Tennis.

- **Leave of Absence** – The Superintendent recommends that the Field Local Board of Education approve an unpaid medical leave of absence for Toni Rahe, Paraprofessional at the Middle School, effective 12/17/19-1/29/20.

- **Field Trips** – The Superintendent recommends that the Field Local Board of Education approve the following field trips for the 2020-2021 school year:

1. Field Middle School, Washington D.C. 8th grade trip-October 28-30, 2020 with Paskey Tours (Exhibit S-1).

- **Board Policy-** The Superintendent recommends that the Field Local Board of Education approve the first reading of the policies below and waive the second reading to adopt immediately.

6.05 Inter-District Open Enrollment (revision)

6.15 Graduation/Diploma Requirements (see attached addendum for seals)

7.29 Parent Participation in Title I Programs (no changes)

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

1. Summit County Educational Service Center, contract for a special education student to attend Kids First/Transition Opportunity (**Exhibit S-2**).
2. Lisa Dietsche, PT, LLC, Independent Services Agreement for physical therapy services for the remainder of the 2019-2020 school year (**Exhibit S-3**).
3. The University of Akron, College Credit Plus Memorandum of Understanding for 2020-2021 school year (**Exhibit S-4**).
4. Stark State College, College Credit Plus Memorandum of Understanding for the 2020-2021 school year (**Exhibit S-5**).
5. Decker Equipment, purchase of 48 lunch tables for Middle School-\$31,415.92. We have been approved for a School Safety/Security Grant from Ohio Workman's Comp in the amount of \$23,561.94 to cover some of this cost. The balance that Field Local Schools will be responsible for will be \$7,853.98 (**Exhibit S-6**).

Informational Items - Superintendent

1. The following degree changes will take effect for the 2nd semester of the 2019-2020 school year:

Amy Henderson B/150 to B+15 (correction)

TREASURER CONSENT AGENDA

Member Calcei moved, seconded by Member Porter that the Field Local Board of Education approve the Treasurer consent agenda items as presented.
Roll Call Calcei-Yes, Porter-Yes, Kline-Absent, Miller-Yes, Stewart-Absent.
President declared the motion carried

20-0024

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:
 1. Financial reports for the period ending December 31, 2019.

- **Inventory** – The Treasurer recommends that the Field Local Board of Education approve disposal of the following items:
 1. Excess furniture, desks, tables, chairs, and old marquee sign from front of high school.

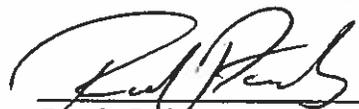
There being no further business to come before the Field Local Board of Education
Member Miller moved, seconded by Member Calcei to adjourn the February 10, 2020
regular meeting.

20-0025

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

President declared the motion carried

The meeting was adjourned at 7:22 P.M.



Randy Porter, President



Attest: Todd Carpenter, Treasurer

WASHINGTON D.C. 8th GRADE TRIP FIELD MIDDLE SCHOOL

Exhibit S-1
February 10, 2020

Wednesday through Friday, October 28 - 30, 2020

DATES to REMEMBER

(save this sheet)

May 14, 2020 – Thursday

\$ 175 Deposit due

September 9, 2020 – Wednesday

\$ 170 Final payment and your
Emergency Medical Form due

September 15, 2020 – Tuesday

Roommate selection made

September 21, 2020 – Monday

Last day to cancel trip and still
receive a full refund.

October 21, 2020 – Wednesday

Pre-trip meeting at 6:30 PM.

TRIP DATES

October 28, 2020 – Wednesday

Buses depart at 8:15 AM

October 30, 2020 – Friday

Buses return around 7:00 PM

Sightseeing areas include:**

- Capitol Building & White House
- Arlington Cemetery
- Holocaust Museum
- Lincoln and WW II Memorials
- U.S. Capitol walk around
- Natural History Smithsonian
- American History Smithsonian
- Vietnam Veterans Memorial
- Korean Memorial
- Jefferson Memorial
- Roosevelt Memorial
- Martin Luther King Memorial

** Some sights might not be included
due to weather and/or government
restrictions.

For additional information, call
Paskey Tours at 330-677-1000,
or go to info@PaskeyTours.com

Field Middle School 8th grade students will have the opportunity to go to our nation's capital, Washington, D.C. We will depart from Field on Wednesday, October 28th at 8:15 AM, and return home on Friday, October 30th around 7:00 PM.

The cost of the trip is \$345 per student. The trip includes deluxe motorcoach transportation by Barons Bus Lines, two nights lodging at the Best Western Plus, Rockville, Maryland, with night security, four students to a room, seven paid meals (two full breakfasts, three lunches, two dinners), sightseeing with a licensed Washington Tour Guide, color group photo, a souvenir hoodie, and all taxes and gratuities. *(Parents with multiple students receive a \$50 discount per student. Discount will be deducted from the deposit.)*

On Thursday, May 14, 2020, a deposit of \$175 is due from each student. Then in the Fall, the final payment will be due on Wednesday, September 9th. There will be a pre-trip meeting on Wednesday, October 21th at 6:30 PM. Look in the school newsletter for reminder information.

PAYMENT INFORMATION:

\$175 Deposit due May 14, 2020. Paskey Tours will be at FMS to collect deposits during the 7th grade lunch period. Please **DO NOT** send in your deposit prior to this date.

\$170 Final payment due September 9, 2020, along with your Emergency Medical Form.

*Payment will be refunded if a student cancels on or before Sept. 21st.
AFTER that date there are **NO REFUNDS.***

Reservations are on a first come, first served basis.

Your check or money order should be made payable to **Paskey Tours**. **(NO CASH Please)** Print your student's name on the memo line of the check. Payment must be brought to the school on any of the above dates. There will be a \$25 fee for any returned checks.

Forms are available on-line at www.fieldlocalschools.org.

PARENT / GUARDIAN APPROVAL SLIP (Please detach & return with deposit)

Print Student Name _____ Circle one: Boy Girl

Parent/Guardian approval signature for tour participation: _____

Please Circle Student's Hoodie Size: S M L XL XXL (Adult sizes)

Field M S



1428 River Trail Blvd. • Kent, Ohio 44240

Phone: 330 – 677-1000

E-mail: Info@PaskeyTours.com

January 15, 2020

**Trip Confirmation & Agreement Contract
Field Middle School trip to Washington, DC
October 28 - 30, 2020 (Wednesday - Friday)**

Package details:

- Two nights at the Best Western Plus, Rockville, MD
- Evening security each night at your hotel
- 7 meals; 2 breakfasts, 3 lunches*, and 2 dinners
 - * Each student will receive \$10 cash for lunch at the PA Turnpike service plaza
- Tour of Washington with a step-on guide
- Group color photo for each student
- A hoodie and a tee-shirt for each student
- Tour manager, Tom Condit, will accompany the group
- A \$50 credit per student for parents of multiple siblings
- Up to three chaperones per bus may travel at no charge
- One school administrator may travel at no charge
- One complimentary trip to be used at the discretion of the School Principal
- Transportation furnished by Barons Bus Lines, Cleveland OH
- Paskey Tours will handle all payment collections
- All taxes and gratuities

Cost:

\$ 345 per student with four students to a room

All payments are fully refundable until September 21, 2020. After that date there will be NO refunds.

Payment Schedule:

\$ 175 deposit due on May 14, 2020

\$ 170 final payment due on September 9, 2020

Date _____
Ron Paskey
Paskey Tours

Date _____
Susan Blake
Field Middle School Principal

CONTRACT FOR HANDICAPPED PUPILS

Parental Institutional Placement in a School other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

School of Attendance

The Summit Educational Service Center Board of Governors hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below to the Kids First/Transition Opportunity Program for Students (TOPS) with the Field Local School District (District of Residence) for educational purposes for the school year of 2019-2020.

The Field Local School District (District of Residence) hereby agrees to pay directly to the Summit County Board of Governors for each of the listed pupil(s) an amount equal to \$26,580.00 for the tuition as calculated by the Summit Educational Service Center (District of Attendance).

The Summit Educational Service Center Board of Governors (District of Attendance) will NOT include these IEP (Individualized Educational Program) placed handicapped pupils in their ADM certification. The Field Local School District Board of Education will pay \$26,580.00 for each student listed below the above stated tuition, and will count in their district ADM the students listed below. We hereby accept the pupil(s) listed below to our school on terms described above.

Name of Student

Address of Student

<u>Name of Student</u>	<u>Address of Student</u>


District of Attendance Superintendent Signature

Date


District of Attendance Treasurer Signature

1/14/20
Date

District Of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year **2019-2020**. We also acknowledge and approve the additional cost of a one-on-one aide if required by the IEP.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

AN AGREEMENT BETWEEN

LISA DIETSCHKE, PT, LLC
And
FIELD LOCAL SCHOOL DISTRICT

INDEPENDENT SERVICES AGREEMENT
(PHYSICAL THERAPY)

THIS AGREEMENT is entered into in Field Local, Ohio as of this ____ day of _____, 20____, by and between BOARD OF EDUCATION OF FIELD LOCAL SCHOOL DISTRICT (“Board”) and LISA DIETSCHKE, PT, LLC, an Ohio limited liability company (the “Contractor”).

RECITALS

WHEREAS, Contractor has been notified and acknowledges that no promises or assurances of ongoing contractual physical therapy services have been made to her by the Board; and

WHEREAS, the position of administering physical therapy requires short-term, unsupervised work requiring the exercise of discretion, judgment and technical expertise by Contractor; and, as such, Contractor acknowledges that this is a contract for independent services and is not a regular or permanent, part-time or full-time employment position with the Board; and

WHEREAS, Contractor also acknowledges that this position does not entitle Contractor to any fringe benefits, sick leave or paid vacation and that taxes will not be withheld and will be the responsibility of Contractor;

NOW, THEREFORE, IT IS MUTUALLY AGREED, that as of the signed date of this Agreement as set forth below, Contractor is to serve in the capacity of “physical therapist” and that the Board hereby contracts with her to serve in this position. As the physical therapist, Contractor shall provide physical therapy services to students of the District within the school environment and the home environment for students on home instructions.

1. Term. The term of this Agreement shall commence on January 21st, 2020 and shall remain in full force until August 31st, 2020. Either party upon thirty (30) days written notice of termination may terminate this Agreement. Board may terminate this Agreement upon the occurrence of any default by Contractor hereunder in addition to any other remedies.
2. Services. Services provided by Contractor hereunder will consist of a minimum of one (1) hour and a maximum of twenty (20) hours per week. The Contractor will be responsible for maintaining and providing copies to the Board of all records of treatment procedures, programs established, IEP/IHP development, review and ninety (90) days written progress notes. Contractor agrees to comply with all FERPA and HIPAA regulations.

Contractor agrees that all physical therapy services shall be rendered in an ethical and proper manner and Contractor shall at all times be duly licensed to practice Physical

Therapy in the State of Ohio. The Contractor warrants that she is licensed and qualified to provide physical therapy services in the State of Ohio and will remain so licensed during the term of this Agreement. The Contractor shall provide the services required hereunder according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor but shall be in accordance with the guidelines established by the District. In providing such services, the Contractor shall not be subject to the control or supervision of the Board, except as to the results of the work. The Contractor shall be entirely and solely responsible for her acts while engaged in the performance of services hereunder. The Contractor is not prohibited from providing therapy services to other patients or school districts not associated with the Board.

3. Compensation. The Board shall compensate Contractor at the rate of sixty nine dollars (\$69.00) per hour for Physical Therapist (PT) services, and a rate of fifty nine dollars (\$59.00) per hour for Physical Therapist Assistant (PTA) services, inclusive of travel time to and from the school(s) and a student's home or home instruction. Should additional sites be added, travel time between will be included in service hours.

Board agrees to reimburse for services provided within twenty (20) days of its receipt of reimbursement from the District for Contractor's services.

4. Insurance; Indemnification. Contractor will provide her own malpractice insurance in an amount sufficient to cover services hereunder. Contractor agrees that the provision of workers' compensation coverage for the physical therapy services rendered hereunder is the sole and exclusive responsibility of Contractor. Contractor agrees to indemnify the Board against all liability for injury to person or property arising out of any tortious act or omission by Contractor while in the performance of his duties under this Agreement.
5. Independent Contractor. The Contractor acknowledges that the services rendered by the Contractor pursuant to this Agreement are on an independent contractor and direct seller basis. Nothing contained in this Agreement shall be construed to constitute the direct seller basis. Nothing contained in this Agreement shall be construed to constitute the Contractor as a partner, shareholder, agent, or employee of the Board. Neither the Board nor the Contractor shall have the authority to bind the other in any respect, and the Board and the Contractor shall remain solely responsible for their own respective actions, taxes, dividends, liabilities, and reports to governmental agencies. The Contractor will not be treated as an employee of the Board with respect to the services provided hereunder for federal, state or local tax purposes. The Contractor understands that her status as an independent contractor requires that he pay self-employment tax imposed by Section 1401 of the Internal Revenue Code of 1986, as amended, and federal, state or local income taxes. Upon request, Contractor shall provide proof of such reporting. The Contractor shall have no authority, either express or implied, to assume or create, on behalf of the Board, any obligation or responsibility of whatsoever kind or nature.
6. Exclusion From Other Benefits. During the term of this Agreement, the Contractor shall not be entitled to participate, or benefit under, any pension plan, profit sharing plan, or similar plan, or any group insurance policy or program, including, life, health, accident, disability and professional liability coverage, vacation policy, medical reimbursement plan or any other employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974), or any arrangement for reimbursement of

expenses, which may be, from time to time, adopted, sponsored or maintained by the Board, or to which the Board shall contribute, for the benefit of some or all of the employees of the Board.

7. Notices. Any notice or other communication required or desired to be given hereunder shall be deemed sufficiently given when delivered personally or mailed by first class or certified mail, given to or addressed as follows:

If to Board: Board of Education of the
Field Local City School District
2900 Sate Route 43
Field Local, OH 44260

If to Contractor: Lisa Dietsche, PT, LLC
Attn: Lisa Dietsche
3702 Cook Road
Medina, Ohio 44256

8. Restrictive Covenants. During the term of this Agreement and or two years after termination of this Agreement, Contractor shall not engage in any of the following actions, whether acting on his own behalf or as an agent, employer, officer, director, shareholder, member, employee, consultant, affiliate, or in any other capacity in concert with, or on behalf of any third party:

- (a) Contractor shall not divulge confidential information belonging to or relating to the Board except to employee or agents of the Board entitled thereto.
- (b) Contractor shall not use such confidential information except to discharge Contractor's duties under this Agreement.

In addition, Contractor acknowledges that all patient lists, charts, and records are the property of the Board. Upon termination of this Agreement, Contractor shall not remove such items or copies from the Board's office without the Board's prior written consent and will return to the Board all such items and all supplies, equipment and materials which are the property of the Board. Contractor acknowledges that a breach of Contractor's obligations under this Section will cause the Board immediate and irreparable damage and agrees that the Board shall be entitled to injunctive relief (including a temporary restraining order, temporary injunction, and permanent injunction) for such breach in addition to all other legal and equitable remedies available to the Board. Contractor agrees that the Board shall not be required to prove actual damages or post any bond with respect to such injunctive relief and Contractor agrees that he or she shall not object to the granting of injunctive relief or to the waiver of bond.

9. Governing Law; Reformation; Severability. This Agreement is made and may be performed in part in Ohio, and the various terms, provisions, covenants and agreements, and the performance thereof, shall be construed, enforced and determined under and with reference to the laws of the State of Ohio. If all or part of Section 8 shall be found by a court of competent jurisdiction to be invalid or unenforceable, such court shall exercise its discretion in reforming such provision to the end that contractor shall be subject to

restrictive covenants that are reasonable under the circumstances and enforceable by the Board. If any one or more other covenants, agreements, terms and provisions herein contained shall be held contrary to the policy or express law, or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such covenants, agreement, terms and provisions shall be deemed separable from the remaining covenants, agreements, terms and provisions of this Agreement such holders shall in no way affect the validity or enforceability of any of the other covenants, agreements, terms and provisions hereof. Further, to the extent any term, condition and provision of this Agreement is capable of being modified in order to be made enforceable, a court of competent jurisdiction is required to do so.

10. Non-Discrimination. Both the Board and Contractor will not discriminate in the provision of services under their authority to an eligible individual and shall ensure non-discrimination in employment, access to facilities, programs and activities on the basis of race, color, age, sex, creed, disability, or national origin.

11. Miscellaneous. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, any may not be modified, changed or amended except in writing signed by each of the parties hereto. This Agreement may be signed in duplicate, each of which shall be deemed an original hereof. The captions of the several sections and subsections of this Agreement are not a part of the contest hereof, are inserted only for convenience in locating such sections and subsections, and shall be ignored in construing this Agreement. Each promise and covenant of the Contractor under this Agreement shall survive the termination of this Agreement. This Agreement shall be binding on and shall inure to the benefit of the Board and the Contractor and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as the case may be. The terms and conditions and provisions of this Agreement are severable, if any one or more of the terms, conditions and provisions of this Agreement are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions shall be binding and enforceable to the extent enforceable in any jurisdiction. Further, to the extent any term, condition and provision of this Agreement is capable of being modified in order to be made enforceable, a court of competent jurisdiction is requested to do so. The failure by either party to this Agreement to insist upon strict compliance with any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power under this Agreement at any time be deemed a waiver or relinquishment of such right or power at any other time. No change, alteration or modification to this Agreement shall be made, except in writing signed by both parties. All prior correspondence, conversations or memoranda between the parties are merged into and replaced by this Agreement.

IN WITNESS WHEREOF, the Board executed this Agreement on the date set forth below and Contractor has executed this Agreement on the date set forth below.

LISA DIETSCH, PT, LLC
INDEPENDENT CONTRACTOR

BOARD OF EDUCATION OF THE
FIELD LOCAL CITY SCHOOL
DISTRICT

By: _____

By: _____

Lisa Dietsche, Physical Therapist

Date

Date

By: _____
President Board of Education

Date

COLLEGE CREDIT PLUS

Memorandum of Understanding By and between

The University of Akron
And

Field Local School District
2020 – 2021 School Year

1. STATEMENT OF WORK

The University of Akron, hereinafter called The University, will collaborate with Field Local School District, hereinafter called The District, to provide instructional services to qualifying students for University Credit.

2. THE PROGRAM

This College Credit Plus program is available to qualified students enrolled in The District. It is not intended to be a substitute for the academic programs, social growth opportunities, or other educational experiences provided by Ohio's schools. Rather, it is designed to provide enhanced access to university curricula for qualified students. This program hopes to increase the university attendance rate in The University's region by making university courses more readily available.

3. PARTICULARS

A. Instructional Services: Unless otherwise agreed by the parties, College Credit Plus courses will be taught in one of five formats:

A1. High School Teacher as Adjunct: Members of the high school faculty who are determined by The University and the discipline specific departments to qualify as adjunct faculty may teach a University course (using a University syllabus and University textbooks and examinations) for students through College Credit Plus as determined by The University. The class will simultaneously carry University and high school credit.

A2. On-Line Course Delivery: A member of the University faculty (as determined by The University) may teach a course on-line for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A3. Distance Learning Delivery: A member of the University faculty (as determined by The University) may teach a course via Distance Learning for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A4. UA Faculty to High School Site: A member of the University faculty (as determined by The University) may teach a course at the high school site for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A5. High School Student to UA Campus (Any Site): Qualified students may take a course on the campus of The University through College Credit Plus. The class will simultaneously carry University and high school credit.

- B. Textbooks: All required textbooks, including access codes for e-books, will be the responsibility of the school district.
- C. Student Participation: Students interested in participating in this program must apply to The University for College Credit Plus. Determination of qualification will be made according to the standards of The University. Qualifying students will be eligible to enroll in these College Credit Plus classes for the fall, spring and summer semesters. Students must work with the Guidance Office at The District to ensure their high school requirements and District policies for graduation are satisfied.

Students will also be required to work closely with their University academic adviser to assure that all deadlines and requirements are met.

Students seeking accommodations for ADA will be required to be assessed through The University of Akron Office of Accessibility. Resources will be determined by the Office of Accessibility based on submitted documentation and assessment.

Students must remain eligible to continue to participate in the College Credit Plus program based on the State of Ohio guidelines.

4. CURRICULUM

- A. Course Schedule: Courses offered at The District will be determined by The District AND The University and will fall within the State of Ohio guidelines. Initial discussions regarding the course schedule for the upcoming school year will take place at meetings with the appropriate personnel from The University and The District. Changes to the course schedule will be made only upon agreement of both parties.
- B. Seat Time/Credit Hour Requirements: Courses offered at The District must meet the minimum number of "seat time" hours as determined by the number of credits for the course. A three-credit hour course must meet the equivalent of 150 minutes per week for fifteen weeks (a total of 2,250 minutes per semester). A four-credit hour course must meet the equivalent of 200 minutes per week for fifteen weeks (a total of 3,000 minutes for the semester). Class time missed for holidays or teacher in-service days, not observed by The University, must be made up.

- C. **Class Composition:** All students in a class offered through College Credit Plus at The District must qualify for and be enrolled through College Credit Plus.
- D. **Instructional Details:** Courses will explicitly follow University course syllabi and include all required exams, assignments and student learning assessments. Course instructors will maintain all privileges, responsibilities, and expectations as a University adjunct faculty member, including in-class evaluations by University personnel and student course evaluations.

5. TERM

The services described in this Agreement will be provided for the 2020 - 2021 academic year (summer, fall and spring).

6. CANCELLATION

This MOU may be terminated only as follows:

Upon written notice given no less than sixty (60) day prior to the expiration of the then-current term, if sufficient funding is no longer available from the State of Ohio.

7. COST SHARING

The District will be assessed for College Credit Plus as described below:

Format 1: The District will be assessed for students taking College Credit Plus courses at the high school, through Particular A1, based on the following formula:

Ohio Department of Higher Education Floor per credit hour x number of credit hours x number of students = assessed amount

Format 2: The District will be assessed for students taking College Credit Plus courses at the high school, through Particulars A2 or A3 or A4, based on the following formula:

Ohio Department of Higher Education Mid-Rate per credit hour x number of credit hours x number of students = assessed amount

Format 3: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular A5, based on the following formula:

Ohio Department of Higher Education Ceiling per credit hour x number of credit hours x number of students = assessed amount

8. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and executed by authorized representatives of both parties.

9. NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

10. PUBLICITY

No publicity containing any reference to The University, other than the fact that the Agreement exist between the parties, shall be used by either party, except upon prior approval by the other party.

11. GOVERNING LAW

The terms of the Agreement shall be governed and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year above written.

THE UNIVERSITY OF AKRON

DISTRICT

BY:

BY:

Dr. Joseph Urgo
Interim Executive VP & Provost

David Heflinger , Superintendent
Field Local School District

Date

Date

Reviewed and approved for
legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel

Date

Exhibit A

Participation in the College Credit Plus program is intended to serve qualified 7th through 12th grade students. The determination of a student's qualifications will be made solely by The University.

Preferred College Credit Plus Eligibility Requirements for 7th through 12th grade participants:

- UA Admissions Rule 3359-60-02...“Students whose admissions index score predicts a first-year college grade-point average of 2.5 or greater will be considered college ready. Those whose admissions index score predicts a first-year college grade-point average of less than 2.5 but greater than 2.0 will be considered emergent. Those whose admissions index score predicts a first-year college grade-point average of less than 2.0 will be considered preparatory. Students with an admissions index score that is slightly below the cut-off for college-ready status and documented extenuating circumstances may, at the discretion of the admissions office, be granted college-ready status. Students with an admissions index score that is slightly below the cut-off for emergent status and documented extenuating circumstances may, at the discretion of the admissions office, be granted emergent status.”
 - All applicants must meet the College Readiness standards as outlined by the Ohio Department of Higher Education
 - **Preferred** 3.00 cumulative grade point average with 21 ACT composite (18 English) or 990 SAT total (math and critical reading combined score).
 - All students must submit an ACT/SAT for placement purposes.
 - All eligibility will be evaluated on a case by case basis

Memorandum of Understanding 2020-21
For College Credit Plus (CCP)
Between Stark State College and
Ohio Public and Private School Districts

The purpose of this Structure between an Ohio public and private school district (District) and Stark State College (College, Institution of Higher Education, IHE) is to outline the responsibilities and funding arrangements pertaining to College Credit Plus (CCP) courses taught by college faculty. College Credit Plus for this agreement is defined as providing high school students the opportunity to be enrolled in a college-level course or series of courses taught by the college and the IHE faculty. Upon successful completion of the course, the student will receive both high school graduation credit and college credit from the cooperating IHE. Stark State College and the school District will comply with all the laws, rules and timelines associated with College Credit Plus. The District and Stark State College agree to the following:

Student Requirements:

1. Student must meet HB49 Eligibility Requirements for participation in the College Credit Plus program, unless requirements are waived or modified by the Chancellor. Stark State College will pursue waivers for all students and programs.
2. For acceptance into the program, the College will review the following application materials provided by the student:
 - Completed college application
 - High school transcripts
 - All Stark State College entrance requirements, including appropriate scores on ACCUPLACER or ACT tests
1. Completion of the "Succeeding Online Orientation" course at least one week prior to the start of the online college course, in accordance with Stark State's calendar.
2. For online courses, student must have basic computer skills, such as sending email, attaching files to email, accessing the Internet, and word processing skills.
3. The student is responsible for gaining access to a computer and Internet that meet the IHE requirements for students to complete assignments outside the normal school day.

Program Requirements:

4. All College Credit Plus courses must be non-remedial.
5. All College Credit Plus courses should be transferable with a grade of C or better.
6. The District will use the IHE text, materials, equipment, course syllabus and assessments.

7. College Credit Plus Blended classrooms (containing both CCP students and non-CCP students) must have different learning expectations outlined on the syllabi provided by the CCP high school adjunct. Stark State College faculty will assist CCP high school adjuncts, as needed, with syllabi.
8. In accordance with HB 49, the district shall pay the established State of Ohio floor rate \$41.64 per credit hour taken at the high school or online.
9. When classes are held at the high school or online, Stark State College will provide the textbook. Stark State College also will manage the textbooks for the districts with assistance from the high schools. Please designate the person in your district who will work with the Stark State's CCP Book Store.

_____ (Name)

_____ (Email)

10. As in the past, the district will provide the books for students who take courses on Stark State College's campus.
11. When an access code is required for a course taken at the high school, online, or on Stark State's campus, the district will be responsible for the cost of the code.
12. The District and the IHE will jointly provide student support such as counseling and tutoring. Using the IHE's Learning Management System, the IHE will assign each student an academic advisor and inform the student of the academic no-fault drop course date.
13. The District will follow the IHE timeline for submission for Never Attends, midterm grades, and final grades.
14. Once students have completed the course(s), the IHE will submit official grades to the District in a timely manner.
15. The District and the IHE will implement the policies and procedures of the administrative rule for College Credit Plus underperforming students.
16. IHE and District agree that they will provide any necessary information needed for required College Credit Plus data collection.
17. The IHE and the District will collaborate annually on College Credit Plus informational meetings for parents and students.
18. Teachers must meet Ohio Department of Higher Education and college guidelines for adjunct status.

19. The IHE will provide faculty to serve as mentors to adjunct faculty members to ensure that College-level work is maintained. College mentors will supply adjunct faculty members with all the required instructional materials and will schedule classroom observations, as required by College Credit Plus guidelines.
20. College Credit Plus adjunct faculty members will participate in at least three hours of Stark State faculty orientation and professional development activities, as required by College Credit Plus guidelines.
21. The IHE will provide adjunct faculty with course evaluations to be administered to students upon completion of the college course.
22. For online courses, the District will provide qualified high school teachers who will meet with students on a regular basis and provide face-to-face student support. Online instruction will be provided by the IHE faculty member.
23. At least one week prior to the start of the online course, supporting high school teachers must complete the online training course, "Succeeding Online Orientation."
24. Online courses will follow the IHE semester calendar.

Financial Structure:

25. Neither IHE nor District will charge tuition or fees to students.
26. The host institution of each laboratory course will provide all equipment and supplies that are normally kept in the laboratory. This includes weights, measures and glassware. The host institution will provide lab kits containing all required tools and safety equipment. There will be no reimbursement of the initial costs for providing such items between the Parties.
27. When Stark State is the host institution, the district will be responsible for the cost of replacing items from the lab kits that are not returned to the IHE in good condition, normal wear and tear expected. They are considered no different than a damaged or missing textbook.
28. The District will pay the IHE for course fees and service fees that have been established to pay a third party for a service required for the student to participate in their course or field of study. These include individual course fees to cover the cost of consumables, health screenings, health records management, background checks, uniforms and other fees.
29. Tuition for students who withdraw from College Credit Plus courses will be in accordance with applicable rules. District will have College Credit Plus tuition deducted from their foundation funds, as applicable, based on this agreement and College Credit Plus rules and timeline.
30. The IHE will retain all State Share of Instruction (SSI) funds for students completing all CCP courses.

31. In accordance with HB 49, the district will be charged tuition rates as follow:
- A. \$118/semester credit hour for classes taken at a location operated by the IHE
 - B. \$41.64/semester credit hour for classes taken at a location operated by the District and taught by an IHE faculty member who is also a faculty member of the District. Stark State College will continue to pick up the cost and management of all textbooks.
 - C. \$41.64/semester credit hour for classes taken online taught by IHE faculty member. Stark State College will continue to pick up the cost and management of all textbooks.
 - D. \$82/semester credit hour for classes taken at a location operated by the District and taught by an IHE faculty member who is not also a faculty member of the District.
32. For courses taught by an IHE faculty member who is not a faculty member of the District, the College reserves the right to cancel the class if a minimum number of students is not enrolled; this will vary depending on the number of credit hours in the course and contact load hours for the faculty member.

This agreement supersedes all previous agreements.

Term of Agreement

The term of this agreement shall be for the 2020-21 academic year, including the Summer session in 2020. This agreement cannot be used by either party to limit participation of a student enrolling in courses that are not part of this agreement.

The parties listed below are in agreement with the above-stated conditions.

IHE: Stark State College

IHE President:



Date: January 23, 2020

School District: _____

Superintendent: _____ Date: _____



Bureau of Workers'
Compensation

13430 Yarmouth Drive
Pickerington, OH 43147

Exhibit S-6
February 10, 2020

January 17, 2020

Tim Fox
Field Local School District
2900 State Route 43
Mogadore, Ohio 44260

Policy number: 36751051
Application number: 07-0594

Dear Tim Fox:

Congratulations! We have approved Field Local School District's application for the School Safety and Security Grant (SSSG) project requesting \$23,561.94. Your obligation of the total project of \$31,415.92 is \$7,853.98. You may now make your purchase. The following equipment is approved under this grant award as detailed in the attached approved grant budget:

- Lightweight lunch tables.

You may expect to receive your award within 8 weeks from the date of this letter. If you enrolled in electronic funds transfer, you may expect the direct deposit into the account specified on your vendor information form.

Your deadline to purchase and implement the approved intervention is within 90 days after the date on the grant check or electronic fund transfer (EFT).

You must complete the action step as listed below

- Forward itemized invoice(s) pertaining to all approved equipment purchased showing either "Stamped" Paid in Full or "Typed" Paid in Full within 120 days of receiving BWC grant check or electronic fund transfer (EFT).

Please see the enclosed *Employer Action Steps* for details on the above items.

BWC stands ready to assist you with your safety needs. If you would like to speak with a Division of Safety & Hygiene consultant or have questions about the SIG program, please call 1-800-644-6292, and listen to the options.

Sincerely,

Bernard J. Silkowski
Superintendent
Division of Safety & Hygiene

Enclosure

cc: BWC Finance Division
BWC Field Operations
File

DECKER EQUIPMENT
 215 SOUTH SHERMAN ST.
 P.O. BOX 176
 VASSAR, MI 48768-8802
 c/o Kristin Clink
 800-762-4894



Order # 328923A	Quotation	Quote Date 12/17/19	Page 1
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Bill To ACCOUNTS PAYABLE FIELD LOCAL SCHOOL DISTRICT 2900 STATE ROUTE 43 MOGADORE, OH 44260-9715 PHONE: (330) 673-2676 ALT/FAX: (330) 673-0270	Ship To TIM FOX DIRECTOR OF OPERATIONS FIELD LOCAL SCHOOL DISTRICT 2900 STATE ROUTE 43 MOGADORE, OH 44260-9715 PHONE: (330) 673-2659 ALT/FAX: (330) 673-0270
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Customer No. 15803	Sales I.D. KCL/KCL	Purchase Order #	Source 1AP/WH193	Terms QUOTATION			
Invoice Method	Warehouse	Phone Number (330) 673-2676	Total Wt. 0.0 Lbs	Zone	Pkg 0	Ship Via FEG	

Quotation

Qty	B/O	Ship	Item #	Description	Un. Price	Ds	Amount
48			CBM96	8ft. Convertible Bench Table, Black Powder Coated Frame MDF Core, Protect Edging	616.7900	--	29605.92
			RED				

MERCHANDISE QUOTATION TOTAL \$ 29605.92
 ESTIMATED SHIPPING & HANDLING \$ 1810.00
 QUOTATION TOTAL \$ 31415.92