

# Record of Proceedings Minutes of Regular Meeting

**Board of Education  
Regular Meeting**

**Monday  
April 12, 2021**

The Field Local School District Board of Education held its Regular Meeting on Monday April 12, 2021 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**

Randy Porter-Yes, Julie Kline-Yes, Ethan Miller-Yes, Larry Stewart-Yes, Steve Calcei-Yes  
Lauren Meadows-Yes

Member Miller moved, seconded by Member Kline that the Field Local Board of Education **21-0033** approve the minutes from the March 8, 2021 regular meeting.

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

*President declared the motion carried.*

Member Stewart moved, seconded by member Porter that the Field Local Board of Education **21-0034** adopt the following agenda for the April 12, 2021 regular meeting.

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

*President declared the motion carried.*

**Student Representative Report** – The baseball team is doing great with five wins and one loss. Their next games are tonight at Ravenna and tomorrow at home facing Ravenna. Softball has a record of 5-4 and has two home games coming up, tonight against Springfield and tomorrow against Ravenna. The track team has had a great start to their season. At the Newton Falls Invitational on April 3<sup>rd</sup>, the girls placed 2<sup>nd</sup> out of 16 teams and the boys placed 3<sup>rd</sup> out of 17. On April 6<sup>th</sup> both teams put up a good fight against Woodridge but beat Springfield. At the Crestwood Invitational last Saturday (4/10) the girls got 1<sup>st</sup> and the boys got 3<sup>rd</sup> out of 12 teams. They have meets on Tuesday and Saturday this week. We have some fantastic track athletes this year. /Drama Club is officially in full sing and tech rehearsals started today (4/12). The musical “Guys and Dolls,” is coming along nicely and everyone is excited for the show. Their performances will be recorded then streamed before a very limited in-person audience on April 30<sup>th</sup>, May 1<sup>st</sup> & 2<sup>nd</sup>. /Student Council & Class Officer elections are coming up in April. They are also planning a JR/SR powder puff game on June 3<sup>rd</sup> at 7:00. /National Honor Society inducted 28 new members last month on March 16. Congratulations to our new inductees. /The students of the month for April are juniors Ali Morris and Trent Hogan. /The third grading period ended last Friday, April 9<sup>th</sup>, so now we are in the final stretch of this year. /Prom is going to be held at the Tangier in Akron on May 15<sup>th</sup>. The theme for this year is “Meet me in Paris.”

**Superintendent’s Report** - Mr. Heflinger started by introducing guests from Brimfield Township. Mr. Mike Hlad, from Zoning Economic Development, pertaining to an easement for signs and a Land Use

Proposal. Mr. Hlad spoke about new signs going in the township and that all Board members should have received the drawings. In doing our due diligence, it was found that there were never any easements on the sign packages. The intent is to give a written easement to vote on. On another note, we have a comprehensive Plan Proposal that takes it out to the year 2050. Again, we are doing our due diligence by not overwhelming the school and looking for a good tax base. With that, we contracted with Todd Peetz of Portage County Regional Planning. Todd stated that they are looking at a plan that would be through the year 2050 which will also be a living document so that it can change and be modified as needed. The plan is to see how we want to grow and be someday and we certainly want the school to be included in that process. We look at many different characteristics and schools are an important part. Mr. Peetz told the Board if there was anything they would like to see or if they thought things should be done differently to let them know. Mr. Heflinger stated that the plan looked good and was well thought out. / Mr. Heflinger continued his report on the Fair School Funding Plan that has been in the works since last fall. It has wide support in the House but has less wide support in the Senate. In being part of meetings, we have been trying to let Senators know why we think the plan is important and to have a plan that is transparent and easily explainable to the public. Senators want to promote different plans. This plan has been worked on by a group of Superintendents and Treasurers for three years and has the support of all the professional organizations. / This school year, the plan is to end the school year on Monday June 14<sup>th</sup>. I would like to declare June 14<sup>th</sup> a district wide makeup day. Students that have anything they need to turn in or do would come and take care of it on that day with attendance not being mandatory for everyone. / In terms of what will be happening next year, the administrative team had had conversations on remote learning. Obviously, this year, we needed a remote option for families. However, it is our intention on what we know now is to not have remote education to start next school year. Our intent is to bring everybody back to try to get remote students caught up and to give to them what they need to do that. / In terms of graduation this year, we are back at EJ Thomas. They are telling us not to expect a change in the 25% capacity rule for commencement. So, this would look like 4 tickets per graduate. We will let the seniors weigh in on if they would like to be all together for one ceremony or two ceremonies by alphabetical order that would allow 8 tickets per graduate. / Last note is partnering with Akron Children's Hospital that will provide a vaccination clinic here at the high school for 16, 17 and 18 year olds who want it. No student is required to get the vaccine. Students who are 16 and 17 will be required to have parental permission. The dates will be announced soon and the Pfizer vaccine which has been approved for young people will be provided right here.

**Legislative Liaison Report** - Mr. Stewart stated that the Ohio Health Director has issued changes from the beginning of the year until now. Children under the age of 10 are not required to wear a mask. However, in the school setting, masks are still required K-12. / On a side note, Mr. Stewart commented on going to see three baseball games and just wanted to say that they really have a good team, good coaches and are a well-mannered team.

**Recognition of visitors** – Michaelann Lewis - booster club  
Lisa Bey - Athletic Boosters

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

21-0035

Mr. Heflinger had a number of items to point out:

- Retirement of Jill Pigg and her service to the district for 49 years. A truly unbelievable service to the district. We thank her for her years of dedication to the district. She has been a terrific bus driver and will be missed.
- Retirement of Blair Stockley as Guidance Counselor of the high school. Blair has been with the district for 34 years. We thank him for his service.
- The MOU with OAPSE regarding benefits for bus drivers to try and solve the problems of filling open bus routes.
- A dedication of the Brimfield Media Center to the Honeychuck family. We approved the Suffield Media Center two years ago to the Honeychuck family. They also donated a lot of money to Brimfield specifically for computers and technology. It is the request of Brimfield Media Center and Mrs. Hawley at Brimfield that we make this dedication. The Honeychuck family's generosity to this district was just amazing.
- The 8<sup>th</sup> grade DC trip is for the summer of 2022. No 8<sup>th</sup> grade trip this summer yet since a lot of things are not even open yet.
- The contract with ComDoc replaces an existing contract. This contract gives us lower fees, provides new equipment and provides free shipping on items we order from ComDoc.

Mrs. Kline asked why someone was not allowed to drive a bus to an athletic event when we have a shortage of drivers. She stated that they are an employee of the district and have all of the required certifications. Mr. Heflinger stated that that would have to be worked out with the unions because our other employees who drive are not certified staff. It is an issue of union work between the two organizations.

*Roll Call: Porter-Yes, Miller-Yes, Kline-Yes, Stewart-Yes, Calcei-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/certification:

#### **Certified Employment**

1. Awarding of extra time supplementary contracts for the 2021-2022 school year.

Chelsea Heim, High School Counselor	15 extended days
Kristine Baker, District Librarian	10 extended days
Katie Kuzas, Elementary Guidance Counselor	10 extended days
Alexandrea Gaffke, Middle School Guidance Counselor	10 extended days
Melanie Crookston, Speech/Language Pathologist	5 extended days
Kim Heflin, Speech/Language Pathologist	5 extended days

2. Approve the employment of Summer Transition Back to School Instructors for the 2021-2022 school year. Rate of pay is \$30.00 per hour.

Amanda Karpinecz                      Elise Gall

3. Melanie Crookston, Extended School Year Speech/Language Services at \$38.00 per hour for the 2021-2022 school year.
4. Amanda Karpinecz, Extended School Year Teaching Services at \$38.00 per hour for the 2021-2022 school year.

#### **Classified Employment**

1. Donnita Kay Snowberger-Galland, Bus Driver, 186 days per year for the remaining TBD days of the 2020-2021 school year effective TBD. Rate of pay per Negotiated Agreement.
2. Kimberly Murray, Paraprofessional at the High School-(Temp Employee) 185 days per year for the remaining 52 days of the 2020-2021 school year effective March 31, 2021. Rate of pay per Negotiated Agreement.

3. Joanne Kuchenbecker, Paraprofessional at Suffield Elementary, 185 days per year for the Remaining 50 days of the 2020-2021 school year effective April 6, 2021. Rate of pay per Negotiated Agreement.
4. Shelley Kirk, Bus Driver, 186 days per year for the remaining TBD days of the 2020-2021 school year effective TBD. Rate of pay per Negotiated Agreement.

**Classified Substitute Employment**

Cheryl Ruppel                      Brooke Garretson                      Kelly Hershberger (eff. 3/31/21)  
Donnita Kay Snowberger-Galland

• **Resignations/Transfers** – The Superintendent recommends that the Field Local Board of Education accept the resignation/transfer of the following:

1. Melanie Groves, 5.5 Hr. Asst. Custodian at the Middle School will transfer to 4.5 Hr. Cook/Cashier at the High School effective March 24, 2021 for the remaining 57 days of the 2020-2021 school year.

• **Resignations**– The Superintendent recommends that the Field Local Board of Education accept the resignation/transfer of the following:

1. Jill Pigg, Bus Driver, effective March 29, 2021.
2. Blair Stockley, High School Guidance Counselor, effective July 1, 2021 due to retirement.

• **Awarding of Contracts**

**OAPSE Employment**

1. Awarding of two year limited contracts to classified personnel beginning with the 2021-2022 school year. Rate of pay per OAPSE Negotiated Agreement.

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Step</u>
Anthony Davis	Asst. Custodian	1	1
John Green	Asst. Custodian	1	1
Lori Carr	Parapro	1	1
Melanie Groves	Cook/Cashier	1	1
Peyton Coy	Asst. Custodian	1	1
Kellie Chadwick	Cook/Cashier	1	1
Brooke Newman	Playground Monitor	1	1
Lori Evans	Cook/Cashier	1	1

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Step</u>
Emily Collins	Study Hall Monitor	1	1
Haley Hickle	Parapro	0	0
Donnita Galland-Snowberger	Bus Driver	0	0
Joanne Kuchenbecker	Parapro	0	0
Shelley Kirk	Bus Driver	0	0

2. Awarding of continuing contracts to classified personnel beginning with the 2021-2022 school year. Rate of pay per OAPSE Negotiated Agreement.

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Step</u>
Janine Balzer	Parapro	3	3
Randy Ewing	Bus Driver	3	3
Erika Gainer	Parapro	3	3
Mary Hengle	Cook/Cashier	3	3
Kelly Jones	Parapro	2	2
Kelli Mensch	Parapro	3	3
Nikki Parkhill	Study Hall Monitor	2	2
Aliza Pennington	Sub Call/Secretary	3	2
Melissa Quintrell	Cook/Cashier	2	2
Russell Shaffer	Bus Driver	3	3
Tammy Shaffer	Bus Aide	2	2
Danielle Skvarka	Bus Aide	2	2

3. Awarding of two year limited contract to non-certified personnel beginning with the 2021-2022 school year.

<u>Name</u>	<u>Position</u>	<u>Experience</u>	<u>Step</u>
Candice Monteith	Special Services Secretary	1	11

- **Salary Notices** – The Superintendent recommends that the Field Local Board of Education authorize salary notices to be sent to the following classified personnel who hold continuing contracts or contracts not expiring in 2021.

<u>Name</u>	<u>Position</u>	<u>Field Experience</u>	<u>Classification Experience</u>	<u>Step</u>
Carl Adorni	Grounds	0	0	0 r/r
Marcia Ammons	Bus Driver	35	35	15
Beverly Bable	Executive Assistant	28	27	15
Erin Barbetta	Parapro	7	7	7
Valerie Beal	Accts. Rec/Pay Co	12	12	15
Mark Beck	Head Mechanic	28	28	15

<b>Name</b>	<b>Position</b>	<b>Field Experience</b>	<b>Classification Experience</b>	<b>Step</b>
Janice Bell	Parapro	2	2	2
Kimberly Boarman	Cook/Cashier	15	15	15
Forrest Botsford	Asst. Bus Mechanic	1	1	15
Dalton Brainard	Bus Driver	3	3	3
Kimberly Burke	Principal's Secretary	22	19	15
Myrlena Burton	Cafeteria Manager	24	24	15
Wanda Cain	Parapro	4	4	4
Victoria Casamento	Parpro	4	4	4
Sheila Catalano	Cook/Cashier	14	12	12
Ayasha Coles	Bus Driver	23	23	15
Howard Coles	Asst. Custodian	6	6	6
Cindy Cook	Principal's Secretary	17	13	13
Leland Cook	Grounds	7	7	7
Michelle Coury	Parapro	8	8	8
Elizabeth Dalziel	EMIS Secretary	16	11	11
Paula Doepel	Cook/Cashier	15	15	15
Carolyn Evans	Cook/Cashier	13	13	15
Jennifer Evans	Parapro	15	3	3
Sandra Evangelist	Library Secretary	17	13	13
Laura Eveleth	Library Secretary	13	3	3
Debra Germano	Cook/Cashier	2	2	2
Amy Glass	EMIS Coordinator	21	21	15
Susan Gorney	Bus Driver	0	0	0 r/r
Amy Grant	Parapro	2	2	2
Lorain Graves	Parapro	10	8	8
Cathy Griggy	Cook/Cashier	1	1	1
Lauren Grund	Principal's Secretary	16	13	13
Barbara Guldeman	Library Secretary	21	14	14
Jennifer Hachita	Playground Monitor	15	15	15
Michelle Hahn	Principal's Secretary	2	2	7
Carolyn Harris	Bus Driver	10	10	10
Daniel Hartley	Head custodian	2	2	2
Brenda Hershberger	Cook/Cashier	5	5	5
Patricia Howe	Bus Driver	13	13	13
Kelly Hurd	EMIS Secretary	20	20	15
Jennifer Knapp	Cook/Cashier	7	7	7
Emily Langille	Payroll Coordinator	11	11	15
Nichole Lerch	Parapro	8	3	3
Debra Lipford	Transportation Sec.	27	22	15
Martha Long	Bus Driver	2	2	2
Pamela Lowe	Head Custodian	4	4	4
Thomas Madrin	Bus Driver	1	1	1

<u>Name</u>	<u>Position</u>	<u>Field Experience</u>	<u>Classification Experience</u>	<u>Step</u>
Heather Matijakovic	Parapro	2	2	2
Melissa McAmis	Playground Monitor	2	2	2
Jeanie McCarty	Parapro	18	18	15
Michelle Noble	EMIS Secretary	9	6	6
John Patch	Asst. Custodian	12	12	12
Kelly Peterson	Cafeteria Coordinator	15	15	15
Sheal Price	Parapro	12	12	12
Toni Rahe	Parapro	1	1	1
Randi Reese	Parapro	5	5	5
Brenda Richmond	Athletic Secretary	20	16	15
Michelle Ronowski	Playground Monitor	8	8	8
Kathy Rowland	Parapro	19	19	15
Tracy Rumschlag	Asst. Custodian	2	2	3
Brenton Sears	Bus Aide	1	1	1
Heather Shinsky	Playground Monitor	9	9	9
Cortney Smith	Parapro	8	1	8
Sherrie Smith	Cafeteria Manager	24	24	15
Jodi Sollers	EMIS Secretary	15	8	8
John Sollers	Head Custodian	2	2	2
Joanne Sprague	Bus Driver	0	0	0 r/r
Amanda Steiner	Bus Driver	4	4	4
Darlene Steiner	Head Custodian	20	15	15
Michelle White	Parapro	10	10	10
Tracie Winters	Parapro	15	15	15
Deborah Yeich	Guidance Secretary	23	14	14

R/R=retire/rehire

- **Supplemental Contract(s) – The Superintendent recommends that the Field Local Board of Education employ the following for the 2020-2021 school year:**

**Certified Academic**

1. Lori Brake, LPDC Advisor-\$1,457.00  
5 years experience, 1 year contract
2. Danielle Underwood, LPDC Secretary-\$364.00  
1 year experience, 1 year contract

- **Supplemental Contract(s) – The Superintendent recommends that the Field Local Board of Education employ the following for the 2021-2022 school year.**

1. Jason Schindler, Girls Varsity Head Soccer Coach-\$4,502.00



0 years experience, 1 year contract

- **Non-Renewals** – The Superintendent recommends that the tutor listed below not be re-employed at the expiration of the current limited one year tutor contract for the 2021-2022 school year.

Megan Eader-District Tutor

- **Supplemental Employment** - The Superintendent recommends that the Field Local Board of Education approve the non-renewal of certified/non-certified supplemental coaching, advisor and LPDC contracts as presented that are expiring in 2021 (Exhibit S-1).
- **Salary Notices** – The Superintendent recommends that the Field Local Board of Education authorize salary notices to be sent to the following certificated personnel who hold a two year supplemental contract expiring in 2022 (Exhibit S-2).
- **Student Accident Insurance** – The Superintendent recommends that the Field Local Board of Education approve the Student Accident Insurance Program from Guarantee Trust Life Insurance as an option for Field students in grades K-12 during the 2021-2022 school year (Exhibit S-3).
- **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the Memorandum of Understanding between the Field Local School District and OAPSE association. This MOU will remain in effect until the end of the 2021-2022 school year.

The district will make bus drivers eligible for health benefits. The benefit and prescription plans will provide the same coverage as the plans offered to full-time employees, but at a higher deductible (\$750 deductible plan). Bus drivers will also be required to pay 20% of the premium cost for single or family coverage.

The purpose of this MOU is to alleviate a crisis situation with bussing. The district needs to attract and retain bus drivers. There are presently several open routes and no prospects. If offering health and prescription benefits does not solve this problem, the district will stop offering the benefits at the end of the MOU with no intention of renewing the program. The district also states it is making this benefit available only as a solution to the bus driving crisis. It is not the intent of the district to make these benefits available to other part-time employees.

- **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the naming of the Media Center at Brimfield Elementary after the Honeychuck Family.
  
- **Field Trips** - The Superintendent recommends that the Field Local Board of Education approve the Field Middle School trip to Washington D.C/June 1-3, 2022 (Exhibit S-4).
  
- **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-District Facilities Lease Agreement for the 2021-2022 school year (Exhibit S-5).
  2. Summit County Educational Service Center-Consortium Agreement for the Provision of Services for Preschool Children with Disabilities for the 2021-2022 school year (Exhibit S-6).
  3. Primary Service Plan Agreement for Summit Educational Service Center FY22-Option B (Exhibit S-7).
  4. Windstream Enterprise Communications for extra phone lines/long distance (Exhibit S-8).
  5. ComDoc-Copiers, printers, supplies (5 years) beginning May 1, 2021-April 30, 2026. (Exhibit S-9).
  
- **Informational**

Correction to Winter Fitness Advisor Supplemental Contracts-50%			
George Wetzel	\$546.50	2 year 2019-2020	2020-2021
James Dutched	\$546.50	1 year 2020-2021	

Mr. Heflinger pointed out a couple of other Superintendent items on page 9 that needed separate votes.

Member Kline moved seconded by Member Calcei that the Field Local Board of Education employ the following for the 2020-2021 school year.

21-0036

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

*\*\*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 has accepted the position.\*\**

Classified Academic

1. Arwen Smith, Drama Play Director-\$1,457.00  
4 years experience, 1 year contract
2. Arwen Smith, Vocal Music Director-\$728.00  
0 years experience, 1 year contract
3. Michael Smith, Spring Tech Director-\$364.00  
4 years experience, 1 year contract

Member Porter moved, seconded by Member Stewart that the Field Local Board of Education approve the naming of the concession stand at the High School after Mrs. Marge Carlson. 21-0037

Mr. Heflinger stated that Marge was involved with the district for decades and gave a lot of time to this school, community and students. Marge was also a past Board member. Marge will be missed, and I think this is a nice honor that we can provide for her as a lasting tribute for all that she gave to the students at Field.

Mrs. Kline commented that there are a lot of people that do a lot of things. There should be some type of guidelines moving forward so that we are not jumping the gun and doing things quick. Guidance for who, what and why versus okay let's do this.

*Roll Call: Porter-Yes, Stewart-Yes, Kline-No, Miller-Yes, Calcei-Yes.  
President declared the motion carried.*

**TREASURER CONSENT AGENDA**

Member Stewart moved, seconded by Member Kline that the Field Local Board of Education approve the Treasurer consent agenda items as presented. 21-0038

*Roll Call: Stewart-Yes, Kline-Yes, Porter-Yes, Miller-Yes, Calcei-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 February 28, 2021.

2. Approve the fund along with the associated revenue and expenditure accounts:

499 9921      School Safety

3. Approve the appropriation modification for the following funds:

467 9021	Stud. Well. & Success	\$185,552.35	to	\$207,944.28
499 9921	School Safety	\$ 0	to	\$9,756.07
516 9021	Title VI-B	\$501,113.27	to	\$519,695.64
572 9021	Title I	\$359,761.47	to	\$396,066.06
587 9021	Preschool Bene.	\$ 10,754.02	to	\$ 10,741.88
590 9021	Title II-A TQu	\$ 70,685.92	to	\$ 76,514.34
599 9021	Title VI-A	\$ 23,994.52	to	\$ 32,118.62

4. Approval of enrollment for 2022 in the Optimal Health Initiates Group Retrospective Rating Agreement of Participation and Consent for Workers Compensation at a projected savings of \$19,726.00 (**Exhibit T-1**).
5. Revised Purpose and Goals Statement for the 2020-2021 school year as presented for Brimfield Elementary (**Exhibit T-2**).

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

1. Brimfield Crossings Limited-Annual Endowment Scholarship Donation-\$2,000.00.

There being no further business to come before the Field Local Board of Education Member Porter moved, seconded by Member Stewart to adjourn the April 12, 2021 regular meeting.

21-0039

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

*President declared the motion carried.*

The meeting was adjourned at 7:44 P.M.

  
\_\_\_\_\_  
Steve Calcei, President

  
\_\_\_\_\_  
Attest: Todd Carpenter, Treasurer

Non-renewal of supplemental contracts expiring in 2021.

Smith, Arwen	Drama Play Advisor
Smith, Arwen	Vocal Music Director
Smith, Michael	Spring Set Director
Collins, Charles	HS Band
Soulsby, Denise	MS Band
Wahl, Amanda	HS Art
Gosseck, Taylor	MS Art
Yoho, Michelle	LPDC Advisor
Underwood, Danielle	LPDC Advisor, LPDC Secretary
Brake, Lori	LPDC Chairperson
Brake, Lori	LPDC Advisor
Pope, Christine	Primary Dept. Head-BF
Yoho, Michelle	Intermediate Dept. Head-BF
Lowden, Staci	Primary Dept. Head-SF
Karpinecz, Amanda	Special Education Dept. Head-BF
Lawrence, Merideth	Intermediate Det. Head-SF
Crookston, Melanie	Special Education Dept. Head-SF
Marcello, Barb	Science Dept. Head-MS
Bookman, Clark	Special Education Dept. Head-MS
Wetzel, George	Social Studies Dept. Head-HS
Underwood, Danielle	Science Dept. Head-HS
Vitko, Susan	Math Dept. Head-HS
Patty, Lauren	Special Education Dept. Head-HS
Soulsby, Denise	Music Dept. Head
Tannert, Katherine	Art Dept. Head
Battaglia, Dan	Student Council Advisor-MS
Battaglia, Dan	Pen Ohio Advisor-MS
Goldman, Laura	National Honor Society-MS
McHenry, Elizabeth	Spelling Bee Advisor-MS
Tenney, Connie	Pen Ohio Advisor-HS
Dahl, Victoria	Freshman Class Advisor
Ramskugler, Jenna	Junior Class Advisor
Wetzel, George	Senior Class Advisor
Goldman, Laura	Girls Who Code-MS
Wetzel, George	Winter Fitness Advisor
Dutched, James	Winter Fitness Advisor
Harris, Mike	Spring Fitness Advisor
Kirby, Katherine	Mentor
Reagan, Melissa	Mentor
Mauger, Ashley	Mentor
Rhoades, Tami	Mentor
McKinney, Cailin	Mentor
Antol, Alicia	Mentor
Morrison, Hope	Mentor
Goldman, Laura	Mentor
Yoho, Michelle	Mentor
McIntyre, Laci	Mentor
Collins, Charles	Band Director
Soulsby, Denise	1 <sup>st</sup> Asst. Director

Snyder, Megan	Asst. Director of Color Guard
Soulsby, Denise	MS Jazz Band
Peterson, Joe	Varsity Baseball Coach
Contant, Tim	Varsity Asst. Baseball Coach
Pifel, Andrew	JV/Asst. Baseball Coach
Mahaffey, Bryan	Freshman Baseball Coach (50%)
Black, Austin	Freshman Baseball Coach (50%)
Widuck, Derek	Varsity Boys Basketball Coach
Hickle, Daniel	JV/Asst. Boys Basketball Coach
Horning, Derek	Freshman/asst. Boys Basketball Coach
Wilmoth, Matt	7 <sup>th</sup> & 8 <sup>th</sup> Boys Basketball Coach
Barreto, Juan	Varsity Boys Soccer Coach
Pifel, Andrew	JV/Asst. Boys Soccer Coach
Kefalos, Jessica	Girls & Boys Middle School Soccer Coach
Dutched, James	HS Asst. Football Coach
Raddish, Jon	HS Asst. Football Coach
Wohlwend, Caleb	Freshman/Asst. Football Coach
Cockerham, Brian	Freshman/Asst. Football Coach
Miller, Levi	MS Head Football Coach
Morris, Brandon	MS Asst. Football Coach
McKinney, Mike	MS Head Cross Country Coach
Mahaffey, Bryan	Varsity Boys Golf Coach
Cahill, William	Varsity girls Golf Coach
Siedler, Mariah	JV/Asst. Girls/Boys Golf Coach
Dutched, James	HS Asst. Track Coach
Bookman, Clark	MS Asst. Track Coach
Scott, Rebecca	MS Asst. Track Coach
Tenney, David	Head Varsity Wrestling Coach
Bookman, Clark	JV/Asst. Wrestling Coach
Fox, Tim Jr.	MS Head Wrestling Coach
Batley, Brian	Head Varsity Girls Basketball Coach
Johnson, Emily	JV/Asst. Girls Basketball Coach
Grimes, Rich	Freshman/Asst. Girls Basketball Coach
Mack, Ashley	8 <sup>th</sup> Gr. Girls Basketball Coach
Siedler, Mariah	7 <sup>th</sup> Gr. Girls Basketball Coach
Sisak, Kevin	Varsity Girls Soccer Coach
Titko, Miranda	JV/Asst. Girls Soccer Coach
Dyer, Beth	Varsity Softball Coach
Bauer, Bob	Varsity/Asst. Softball Coach
Dyer, Beth	Varsity Volleyball Coach
Harris, Lauren	8 <sup>th</sup> Gr. Volleyball Coach
Carlson, Anna	7 <sup>th</sup> Gr. Volleyball Coach
Easterling, Karley	Varsity Cheerleading Advisor (50%)
Cassetty, Hannah	Varsity Cheerleading Advisor (50%)
Starkey, Elise	JV/Asst. Cheerleading Advisor
Tenney, Emily	MS Cheerleading Advisor
Stockley, Blair	Varsity Boys Tennis Coach
Stockley, Blair	Varsity Girls Tennis Coach

Salary notices to supplemental contracts that expire in 2022.

Tannert, Kati	Elem Art
Lowden, Staci	LPDC Advisor
Wilson, Samantha	Health/PE Dept. Head
McKinney, Mike	MS Soc Studies Dept. Head
Kruse, Tina	MS Math Dept. Head
Tenney, Connie	HS English Dept. Head
Tenney, Connie	HS National Honors Society Advisor
Burke, Chris	Yearbook
Titko, Miranda	Junior Class Advisor
Mauger, Ashley	Senior Class Advisor
Furino, Matt	Varsity Football Coach
Peterson, Joe	HS Asst. Football Coach
Wetzel, George	HS Asst. Football Coach
Conroy, Ed	Varsity Cross Country Coach
Scott, Becky	Varsity Asst. Cross Country Coach
Conroy, Ed	Varsity Track Coach
Wetzel, George	HS Asst. Track Coach
Miller, Levi	HS Asst. Track Coach
McKinney, Mike	MS Head Track Coach
Kruse, Tina	MS Asst. Track Coach
Battaglia, Dan	JV/Asst. Softball Coach
Battaglia, Dan	JV/Asst. Volleyball Coach

Exhibit S-3  
April 12, 2021

# 2021-22 OHIO STUDENT ACCIDENT INSURANCE PROGRAM

## Multi-Benefit Protection

Plan Administered by:

**Student  
Protective  
Agency**

300 Coshocton Ave.  
Mount Vernon, OH 43050  
1-800-278-2544



### **ACCIDENT INSURANCE PROTECTION HELPING PROVIDE:**

**For the Student** - Sound coverage with a selection of plan options

**For the Parent** - Additional financial security to help in times of increasing medical costs

**For You** - The fulfillment of an administrative service and responsibility

Underwritten & Claims Administered by:

**GTL** GUARANTEE  
TRUST  
LIFE

Guarantee Trust Life Insurance Company (GTL)  
1275 Milwaukee Ave., Glenview, IL 60025  
1-800-622-1993  
www.gtlic.com





# ACCIDENT INSURANCE PLANS

for all students and athletes

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**SCHOOL-TIME STUDENT ACCIDENT COVERAGE:** Helps protect your students the entire school year, during regular school sessions, as well as participating in other school-sponsored activities requiring the attendance of the student. Also provides protection for your students while traveling directly to or from the student's Residence and school to attend or participate in school activities. The expiration date of coverage shall be the close of the regular nine month school term, except while the Insured is attending academic classroom sessions exclusively sponsored and solely supervised by the school during the summer.

**24-HOUR-A-DAY ACCIDENT COVERAGE:** Provides protection for your students 24-hours-a-day, year-round and continues until the end of the Policy Year. The student is protected AT HOME, AT SCHOOL, AT CAMP, ON VACATION. . . ANYWHERE ACCIDENTS CAN HAPPEN.

**SPORTS ACCIDENT COVERAGE:** Interscholastic sports (including practice) are covered by the School-Time and 24-Hour-A-Day Accident Coverage. Travel is also covered when going directly and uninterruptedly to and from practice or competition when traveling as a group in a Designated Vehicle. High school tackle football for grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) is only covered by the optional Football Only Accident Coverage, which requires an additional premium.

**FOOTBALL ONLY ACCIDENT COVERAGE:** Players in Grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) are covered for accidents occurring while participating in high school interscholastic tackle football practice or competition. Travel is also covered when going directly and uninterruptedly to and from such practice or competition when traveling as a group in a Designated Vehicle.

**EFFECTIVE COVERAGE DATES:** Coverage will be effective on the date of premium receipt by GTL, its representatives or school officials, or the official first day of school, whichever is later.

For interscholastic sports, coverage can pre-date the official first day of school for students who are participating in pre-school practice sessions, competition or covered travel sanctioned by the Ohio High School Athletic Association. In such cases coverage will be effective as of the date of premium receipt but only while participating in actual practice sessions, competitions or covered travel. Other aspects of coverage will not commence until the official first day of school.

Football Only Accident Coverage begins on the date of premium receipt by GTL, its representatives or school officials, but not prior to the first official date of practice and no earlier than August 1st as sanctioned by the Ohio High School Athletic Association and continues through the date of the last official game of the 2021 season, including playoffs. Other aspects of coverage will not commence until the official first day of school.

**EXCESS PROVISION:** All Covered Charges will be considered for payment on an Excess basis if any Other Valid and Collectible Insurance covers the Insured person.

## 2021-22 POLICY BENEFITS AND PREMIUMS

**All Maximum amounts are per Injury except as specifically stated.**

Injury means bodily injury due to an Accident which results directly and independently of disease, bodily infirmity, or any other causes; solely, directly and independently of all other causes, results in medical expense; occurs after the effective date of the Covered Person's coverage under the Policy; and occurs while the Policy is in force. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries are considered a single Injury.

COVERAGE AND BENEFITS	LOW OPTION	HIGH OPTION
Maximum Benefit Amount Per Injury	\$25,000.00	\$25,000.00
Deductible	\$0.00	\$0.00
Hospital Room and Board and general nursing care limited to a maximum of	\$150.00/day	\$300.00/day
Hospital Miscellaneous Expense limited to a maximum of	\$1,000.00	\$2,000.00
Hospital Emergency Care limited to a maximum of	\$150.00	\$300.00
Orthopedic Appliances furnished by the Hospital limited to a maximum of	\$100.00	\$200.00
Doctor's fees for surgery, in accordance with the Surgical Schedule using	\$80.00 per unit value	\$160.00 per unit value
Anesthesia Services, limited to	25% of the Surgical Schedule allowance	25% of the Surgical Schedule allowance
Non-Surgical Doctors' Visits, including Physical Therapy Physical Therapy is limited to a maximum benefit of 3 visits.	\$25.00	\$50.00
Dental Treatment, per tooth (for Injury to Sound, Natural Teeth) limited to Up to a maximum of	\$200.00 \$600.00	\$400.00 \$1,200.00
Imaging procedures, including X-rays and interpretation, limited to a maximum of amount of	\$100.00	\$200.00
MRI/CAT Scan, up to a maximum benefit of	\$125.00	\$250.00
Ambulance Expense, limited to a maximum of	\$100.00	\$200.00
Loss of Life	\$2,000.00	\$2,000.00
Loss of One Hand or One Foot or Entire Sight of Both Eyes	\$1,000.00	\$1,000.00
Loss of both Hands or Feet	\$10,000.00	\$10,000.00
PREMIUMS (ONE-TIME PAYMENT)	LOW OPTION	HIGH OPTION
<b>SCHOOL-TIME ACCIDENT COVERAGE</b>		
Students — Grades K - 6	\$23.00	\$46.00
Grades 7 - 12	\$37.00	\$74.00
<b>24-HOUR-A-DAY ACCIDENT COVERAGE</b>		
Students — Grades K - 6	\$79.00	\$158.00
Grades 7 - 12	\$91.00	\$182.00
<b>OPTIONAL FOOTBALL ONLY ACCIDENT COVERAGE</b>		
Per Player — Grades 10 - 12 (including grade 9 if playing or practicing with grades 10 through 12)	\$129.00	\$258.00

## EXCLUSIONS

**THE POLICY DOES NOT COVER:** (1) Treatment, services or supplies which are not Medically Necessary; are not prescribed by a Doctor as necessary to treat an Injury; are Experimental/Investigational in nature; are received without charge or legal obligation to pay; are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or are not specifically listed as Covered Charges in the Policy; (2) Intentionally self-inflicted Injury; (3) Injury sustained while violating or attempting to violate any duly enacted law; (4) Injury by acts of war, whether declared or not; (5) Injury received while traveling or flying by air, except as a fare paying passenger on a regularly scheduled commercial airline; (6) Injury covered by Worker's Compensation or the Occupational Disease Law; (7) Treatment of illness, disease or infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance; (8) Hernia, any type; (9) Injury sustained fighting or brawling, except in self-defense; (10) Suicide or attempted suicide; (11) Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures; (12) Loss resulting from the use of any drug or agent classified as a narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; (13) Injury sustained while operating, riding in or upon, mounting or alighting from, any two, three or four-wheeled recreational motor/engine driven vehicle, snowmobile or all-terrain vehicle (ATV); (14) Injury sustained while participating in or practicing for senior high interscholastic tackle football including grade 9 if playing with grade 10 or above, including travel, unless optional coverage has been purchased; (15) Cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; (16) Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay; (17) Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; (18) Dental treatment, except as specifically stated; (19) Services of an assistant surgeon or Doctor when surgery is performed; (20) Eyeglasses, contact lenses, routine eye exams or prescriptions therefore; (21) Prescription Drugs, crutches, braces, artificial limbs, etc., except as specifically stated.

## IMPORTANT INFORMATION

1. Treatment must begin within thirty (30) days of Accident.
2. Expense must be incurred within fifty-two (52) weeks of Accident.
3. Written proof of loss must be furnished within ninety (90) days of Accident.
4. No refunds are available.

Blanket Accident insurance products are issued on Form Series GP-2030, GP-2020 or GP-1200 by Guarantee Trust Life Insurance Company, Glenview, IL. These products and their features are subject to state availability and may vary by state. Certain exclusions and limitations may apply. The exact provisions governing the insurance are contained in the Policy issued to the Policyholder and certain provisions may be administered to conform to state requirements. The Policy shall control in the event of any conflict between the Policy and this brochure. For complete details of coverage please contact the agent administering the program.

**Dear Parents:**

**Our school district has made arrangements with Student Protective Agency to provide student accident insurance for those wishing to purchase coverage this year. Please note the coverage shown on the application. Covered losses less than \$250 are paid without regard to other insurance.**

**Senior High football coverage requires an additional premium. All other school supervised sports are covered under the plan. On claims over \$250 this is an excess coverage policy for which benefits are payable only for that part of the loss not covered by other collectible insurance. If a person has no other insurance, the Company will pay the covered medical expenses incurred within one year, up to the specified limits of the policy.**

**Please note that the student applications will be available on our website. Complete the application and check the boxes for coverage desired. Tear off and keep the rest of the application, as it shows not only the coverage but the exclusions and limitations of the policy.**

**Mail the applications directly to Student Protective Agency, 300 Coshocton Avenue, Mount Vernon, OH 43050 along with a money order or check payable to Student Protective Agency. The school will be notified as to who takes out coverage. You can call Student Protective Agency at 800-278-2544 for more information.**

**In case of an accident the student or parent should immediately go to the building principal who will sign and provide the claim form if only school time coverage is taken out. 24 hour coverage needs no signature. The policy number shall be provided by the school for the claim or you can call 800-278-2544. You may give that policy number to the doctor or hospital but the bills should be sent to the parent or guardian who attach them to the claim form. Once completed, mail to the claims office at Guarantee Trust Life Insurance, PO Box 1148, Glenview, IL 60025. If you have any further questions regarding a claim, please call 1-800-622-1993. It is the responsibility of the parent or guardian to file the claim.**

# GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

## Application For Blanket Student Accident Insurance

Name of

Policyholder: Field Local Schools

Address: 2900 St. Rt. 43 Mogadore, OH 44260 Portage County

Street

City

State

Zip

County

Junior/Middle High Schools consist of grades 6-8

Senior High Schools consist of grades 9-12

Total District enrollment: 1941

Please attach a list of all schools in the District.

Policy Number: 344-00P-

### STUDENT ACCIDENT COVERAGE

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8-31-21. The termination date shall be 6-7-21, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8-1-21. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

### FOOTBALL ONLY ACCIDENT COVERAGE

IN EFFECT

NOT IN EFFECT

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on \_\_\_\_\_ and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on \_\_\_\_\_. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:							
COVERAGE	GRADES	PREMIUMS		COVERAGE	GRADES	PREMIUMS	
24-Hour	K-6	Low	High	Football Only Per Player	10-12	Low	High
	7-12	\$79	\$158		(Including grade 9 if playing or practicing with grades 10-12)	\$129	\$258
School-Time	K-6	\$23	\$46				
	7-12	\$37	\$74				

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: \_\_\_\_\_ Date: 4-13-2021

Agent Signature: \_\_\_\_\_ Date: 4-13-2021

Ship supplies to address below:

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Attention: \_\_\_\_\_ Requested Date of Shipment: \_\_\_\_\_

Please provide an email address to receive supplies electronically: beverly.bable@fieldlocalschools.org

# GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

## Application For Blanket Student Accident Insurance

Name of Policyholder: Field Local Schools

Address: 2900 St. Rt. 43 Mogadore, OH 44260 Portage County

Junior/Middle High Schools consist of grades 6-8 Senior High Schools consist of grades 9-12  
 Total District enrollment: 1941 Please attach a list of all schools in the District.

Policy Number: 344-00P-

**STUDENT ACCIDENT COVERAGE**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8-31-21. The termination date shall be 6-7-21, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8-1-21. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

**FOOTBALL ONLY ACCIDENT COVERAGE**

**IN EFFECT**

**NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on \_\_\_\_\_ and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on \_\_\_\_\_. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:							
COVERAGE	GRADES	PREMIUMS		COVERAGE	GRADES	PREMIUMS	
		Low / High				Low / High	
24-Hour	K-6	\$79	\$158	Football Only Per Player	10-12	(Including grade 9 if playing or practicing with grades 10-12)	\$129 \$258
	7-12	\$91	\$182				
School-Time	K-6	\$23	\$46				
	7-12	\$37	\$74				

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature:  Date: 4-13-2021

Agent Signature: \_\_\_\_\_ Date: 4-13-2021

Ship supplies to address below:

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Attention: \_\_\_\_\_ Requested Date of Shipment: \_\_\_\_\_

Please provide an email address to receive supplies electronically: beverly.bable@fieldlocalschools.org



Exhibit S-4  
April 12, 2021

**1428 River Trail Blvd. • Kent, Ohio 44240**

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**Phone: 330 – 677-1000**

**E-mail: [Info@PaskeyTours.com](mailto:Info@PaskeyTours.com)**

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March 29, 2021

**Trip Confirmation  
Field Middle School trip to Washington, DC  
June 1 - 3, 2022 (Wednesday - Friday)**

**Paskey Tours hopes to provide the following package, but changes will be made if conditions warrant:**

- Two nights at the newly remodeled Best Western Plus in Rockville, MD
- Evening security each night at your hotel
- 7 meals; 2 breakfasts, 3 lunches, and 2 dinners
- Tour of Washington with a step-on guide
- Group color photo for each student
- Two tee-shirts for each student
- Tour manager, Tom Condit, will accompany the group, along with Bob Harris
- 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 if we use 2 or 3 buses
- Transportation furnished by Barons Bus Lines, Cleveland OH
- All taxes and gratuities are paid for

**Cost:**

\$ 390 per student with four students to a room

**Payment Schedule:**

\$ 200 deposit is due in mid-October of 2021. (Deposits are important because this is where we determine how many buses we will charter).

\$ 190 balance is due in mid-April of 2022

Payments are refundable until April 29, 2022. After that date, there will be no refunds. If circumstances occur that require that the trip be cancelled, refunds will be made minus any non-refundable expenses that Paskey Tours has incurred.

We must have at least 45 students to run one bus, and 70 students to run two buses.

**SUMMIT EDUCATIONAL SERVICE CENTER  
DISTRICT FACILITIES LEASE AGREEMENT**

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**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**, Portage County, 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. **Facilities:**
  - A. Two (2) Classroom(s) at a rate of \$3,600 per classroom/year;
  - B. Scheduled use of playground and restrooms and other common areas;
  - C. Lessee agrees to maintain its own phone and secretarial staff.
  
- II. **Term:** This lease shall be for a period of one (1) year, commencing July 1, 2021 and terminating on June 30, 2022, unless renewed as hereinafter provided.
  
- III. **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.
  
- IV. **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 the 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 program cost a room rental of \$3,600/year for each room used by the Preschool Program.
  
- V. **Covenants of Lessor:** The Lessor covenants and agrees with the Lessee that it will:
  - A. Maintain the leased 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;

over



**SUMMIT EDUCATIONAL SERVICE CENTER  
DISTRICT FACILITIES LEASE AGREEMENT**

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- B. Furnish electricity, heat, and routine maintenance and custodial 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.

VI. 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 leased 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.

VII. 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

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Board of Governors President's Signature

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
**Michael Chadsey**  
President, Board of Governors

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
District Treasurer

\_\_\_\_\_  
**Laurel Young**  
Treasurer, Summit Educational Service Center

**SUMMIT EDUCATIONAL SERVICE CENTER**  
**CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES**  
**FOR PRESCHOOL CHILDREN WITH DISABILITIES**

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Exhibit S-6  
April 12, 2021

**PARTIES:** The parties to this Agreement are the **SUMMIT EDUCATIONAL SERVICE CENTER (SESC)**, 420 Washington Ave., Cuyahoga Falls, Ohio 44221-2042 and the **FIELD LOCAL SCHOOL DISTRICT (District)**, Portage County, Ohio.

**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, 2021 and terminating on June 30, 2022.

**SESC RESPONSIBILITIES:** The SESC shall have the following responsibilities:

1. The SESC shall act as the fiscal agent for the Program;
2. The SESC shall employ and supervise qualified preschool staff members for the entire preschool Program;
3. The SESC may assist with the coordination and/or provision of related services;
4. The SESC 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 SESC 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);
4. The District is responsible for coordinating and conducting all evaluations for students transitioning from preschool to school age;
5. The District is responsible for all startup cost(s) for new program sites;

**SHARED RESPONSIBILITIES:**

1. Each member District shall pay their share of the total operational costs of the Program to be calculated according to this Agreement and any other agreement the District and SESC may have. The dollar amount of state funds distributed to districts for the funding of preschool children may be directed to the SESC by the member district. Costs over the amount of state funding will be based on student enrollment by day. 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;
2. Each member District shall be billed based on the total cost of the program divided by the district's student enrollment days as a portion of the entire student enrollment days, plus the fiscal fee of 5% to the SESC;

**SUMMIT EDUCATIONAL SERVICE CENTER  
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES  
FOR PRESCHOOL CHILDREN WITH DISABILITIES**

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3. Total cost of the program shall be the operational costs of the units, including, but not limited to costs listed in Appendix A, plus fiscal fee of 5%.

**COMPENSATION:** The District shall pay for preschool services through (choose one):

- Direct Billing Initials: \_\_\_\_\_
- Foundation DEDUCT and Direct Billing Initials: \_\_\_\_\_

**TERMINATION:** Either the District or the SESC 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.

**LESSOR:**  
FIELD LOCAL SCHOOL DISTRICT

**LESSEE:**  
SUMMIT EDUCATIONAL SERVICE CENTER

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Board of Governors President's Signature

\_\_\_\_\_  
*District Superintendent*

Michael Chadsey  
*President, Board of Governors*

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
*District Treasurer*

Laurel Young  
*Treasurer, Summit Educational Service Center*

**SUMMIT EDUCATIONAL SERVICE CENTER  
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES  
FOR PRESCHOOL CHILDREN WITH DISABILITIES**

---

**APPENDIX A**

**PROGRAM COSTS:** Each member District's share of the operational costs (listed below) will be determined by dividing the operational costs by the total number of students enrolled in the Program. For billing purposes, the District will be charged for operational costs from the Program initiation date as set forth on the IEP.

The actual state reimbursement per unit shall be determined by using the state funding formula, and the state reimbursement for Preschool Special Education based on weighted funding per student, and other available funding options under the foundation formula, and additional Federal, State, and Local grants.

Program billing shall include all operational cost, including but not limited to the following: Administrative and fiscal costs; Classroom utilization and/or lease expense; Maintenance, operation, and utilities expense; Employees' salaries, fringe and retirement benefits, workers' compensation; Supplies and materials; Equipment; Remodeling or, relocation expenses; Related services provided at SESC expense (i.e. SLP, Nursing, etc.); Assessment of suspected disability (i.e. Child Find, Peer screenings, Part C to Part B transitions); Technology support; and other unanticipated expenses.

**CONTRACT FOR SERVICES  
SUPERVISED BY LOCAL EDUCATION AGENCY**

Exhibit S-7  
April 12, 2021

This **AGREEMENT** is entered into this 12 day of April **2021**, between **Field Local School District**, Portage County, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for the duration indicated (hereinafter referred to as "the Service"):  
  
**Provide employment services during the 2021-22 school year, at the cost of salary and benefits, plus any other costs incurred in the employment of the individual(s) upon written request of the District Superintendent or designee.**
2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid to the Service Provider by the ESC Board shall be agreed upon between the LEA and the ESC Board, and the LEA shall reimburse the ESC Board for said compensation by the end of the term indicated above in paragraph 1.
3. The ESC Board shall provide the Service Provider any and all fringe benefits – including, but not limited to, vacation leave, vacation credit, vacation credit compensation, sick leave, severance, paid holiday leave, personal leave, and any other fringe benefit provided by the ESC Board – for which the Service Provider qualifies under ESC Board policies as may be amended from time to time, ESC Board administrative guidelines as may be amended from time to time, any and all applicable ESC Board job description(s) as may be amended from time to time, any and all employment contracts as may be amended from time to time, and any and all applicable state and federal laws.
4. The LEA shall promptly reimburse the ESC Board for any and all fringe benefits – including, but not limited to, vacation leave, vacation credit, vacation leave credit, sick leave, paid holiday leave, personal leave, severance, unemployment compensation and any other fringe benefit provided by the ESC Board – paid by the ESC Board to the Service Provider or incurred by the ESC Board in connection with the provision of the Service. The LEA shall pay a fiscal fee of 5% of the ESC's cost to provide said service(s).
5. The ESC Board shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with ESC policy and as approved by the Superintendent; and the LEA shall reimburse the ESC Board for said mileage reimbursement.
6. The ESC Board shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above.
7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.

- 8. The LEA shall pay any legal expenses incurred by either party as a result of the arrangement envisioned by this Agreement, including but not limited to claims or causes of action asserted by: 1) the Service Provider, for instance in connection with his/her employment, 2) a parent, for instance in connection with the adequacy of services provided to his/her child; and/or 3) another individual or entity that is not a party to this Agreement. However, the LEA shall pay only its own legal expenses when such legal expenses are the result of a claim or cause of action asserted by the LEA against the ESC Board or by the ESC Board against the LEA.
- 9. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the ESC.
- 10. The LEA shall determine the work schedule and work rules of the Service Provider.
- 11. The Service Provider shall follow the ESC Board policies concerning wage and benefits.
- 12. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.
- 13. The Service Provider shall follow the LEA's policies with respect to calamity days.
- 14. The Service Provider shall report times worked in the manner prescribed by the LEA and the ESC Board and complete the necessary ESC Board leave forms when necessary.
- 15. The Service Provider agrees that in the event that the federal, state and local contracts under which the Summit Educational Service Center operates do not receive funding, the ESC Board shall be entitled to be released from the obligations of this contract upon written notice to the LEA. Said notice shall be in writing and sent by certified mail, return receipt requested.

**FIELD LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
 Title: Superintendent  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: Treasurer  
 Date: \_\_\_\_\_

**SUMMIT EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

By: \_\_\_\_\_  
 Title: President of Governing Board  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: Treasurer of Governing Board  
 Date: \_\_\_\_\_



Field Local School District

To Building Administrator, Director or Supervisor:

Below you will find LEA staff profile details for the current school year employees. In order to rehire your staff for the upcoming school year, we will need complete employee profile information listed below for the 2021-2022 school year.

Please review the information below and note employment details for the 2021-2022. If all information is to remain the same, you can simply enter "same details" in the appropriate area. If your district sets the salary, indicate below what that should be. If the ESC sets the salary, all eligible staff will receive a step raise. Also, please indicate below if your staff should receive a raise should our Board of Governors approve said raise.

Employee Name	Rehire Y/N	2020-2021 Title	2021-2022 Title	2020-2021 Salary	2021-2022 Salary	2020-2021 Days in Contract	2021-2022 Days in Contract	2020-2021 Contract Limitations	2021-2022 Contract Limitations	2021-2022 Start Date	2021-2022 End Date
Samantha Robles		School Psychologist		\$47,797.77; ESC Salary Schedule 204 Psych 3		183					

**For employees on ESC Salary Schedule:**

If the ESC Board of Governors approve a percentage increase to the base of the salary schedule, employees \_\_\_\_\_ ARE or \_\_\_\_\_ ARE NOT to receive the increase. Please note that all eligible staff will move up one step.

**Superintendent's Approval:**

Following approval of the Contract for Services by the District Board of Education and the ESC Board of Governors, I authorize the Summit Educational Service Center to employ the above LEA-assigned staff for the 2021-2022 school year.

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

# Summit Educational Service Center

Member District Service Plan Agreement - **OPTION B** **FY22**

District: \_\_\_\_\_ Field Local \_\_\_\_\_

IRN: \_\_\_\_\_ 049197 \_\_\_\_\_

## SERVICES

Service Days  
Requesting District/Client Charge - FY22

***Student Services Department (Kristin Fazio, Director) \$660.00 per day unless otherwise noted***

Attendance Coordinator/ Residency Officer		\$ -
AT/AAC Consultation ( <b>\$2,750.00 per evaluation</b> )		\$ -
Audiology Services	15.00	\$ 9,900.00
Behavior Consultant		\$ -
English Learner (EL) Consultant		\$ -
Job Coach		\$ -
Occupational Therapy		\$ -
Physical Therapy Services		\$ -
Preschool Supervision		\$ -
Psychological Services		\$ -
Special Education Audit		<i>Contact for a price quote</i>
Special Education Supervision	2.00	\$ 1,320.00
Speech Language Pathology		\$ -
Teacher of the Deaf		\$ -
Work Study Coordinator		\$ -
KIDS FIRST/TOPS Tuition <b>\$54,000.00 per student/per year</b>		<i>Contact for Contract</i>
<b>TOTAL Student Services Days Requested</b>	<b>17.00</b>	<b>\$ 11,220.00</b>

***Curriculum & Instruction Department (Angela Terella, Director) \$750.00 per day unless otherwise noted***

Assessment Literacy Support		\$ -
Classroom Management Coaching		\$ -
Curriculum & Instruction <u>Supervision</u>	8.00	\$ 6,000.00
<b>Curriculum &amp; Instruction Prof Development (for workshops at ESC)</b>		\$ -
Curriculum Mapping or Audit		\$ -
Gifted & Talented Services ( <b>\$520.00 a day</b> )	30.00	\$ 15,600.00
<b>Gifted &amp; Talented Prof Development (in district workshops)</b>		\$ -
Language Arts Consultant/Coaching		\$ -
Math Consultant/Coaching		\$ -
P.E. Consultant/Coaching		\$ -
OIP Facilitator (Non-SST8)		\$ -
OTES/OPES Evaluation		\$ -
Resident Educator ( <i>Pricing based on teaching year &amp; administration</i> )		<i>Contact for Contract</i>
Science Consultant/Coaching		\$ -
Social Studies Consultant/Coaching		\$ -
Value Added Supports		\$ -
<b>TOTAL Curriculum &amp; Instruction Days Requested</b>	<b>38.00</b>	<b>\$ 21,600.00</b>

**\*\*Note: Service Plan Days may be purchased in full, half, or quarter day increments  
- please see other side -**



**Business, Technology Department (Robert Wolf, Director) \$660.00 per day unless otherwise noted**

LPDC Online Form Management System (Member- \$500.00/ Non-Member: \$800.00)		\$ -
LPDC One-Time Set-Up Fee (Member \$1,500.00 / Non-Member \$2,200.00)		\$ -
Video Production (priced by project)		Contact for a quote

**Human Resources Department (Robert Wolf, Director) \$660.00 per day unless otherwise noted**

H.R. Development Consulting		\$ -
Job Posting for Non-ESC LEA positions		\$ -
Job Posting/Candidate Screening for LEA Positions		\$ -
Traditional Substitute Teacher Program		No Cost
<b>TOTAL HR, Business &amp; Technology Days Requested</b>	<b>0.00</b>	<b>\$ -</b>

**Other Services \$660.00 per day unless otherwise noted**

District Strategic Planning		Contact for a price quote
Diversity Consultant (\$590.00 per day)	0.5	\$ 295.00
PBIS Services		\$ -
Leadership Search (Summit Leadership Consultants)		Contact for a price quote
Leadership Training (In District)		\$ -
<b>TOTAL Other Services Days Requested</b>	<b>0.50</b>	<b>\$ 295.00</b>

Substitute Classified Staff PLUS Program\*\*  
Substitute Teacher PLUS Program\*\*

**\*\*Please contact HR Director if you are interested in the Substitute PLUS Program. District discretionary funds may not be applied to this program.**

The Summit County ESC will be offering several Networking Meetings and Professional Learning Community opportunities for FY22 (There is no charge to attend these meetings)

- Administrative Assistant's Learning Community
- Curriculum Directors' Networking Meetings
- Special Education Director's Networking Meeting
- IDEA Group Networking Meetings
- Business Directors' Networking Meetings
- District Communications Professionals' Meetings

<b>Total of all days requested by district</b>	<b>55.50</b>	<b>\$ 33,115.00</b>
--	--------------	---------------------

Following approval for the Service Plan Days by the District Board of Education and the ESC Board of Governors, I authorize the Summit Educational Service Center to provide the above identified days for the 2021-2022 school year.

\_\_\_\_\_  
District Superintendent Signature required

Account Summary

Exhibit S-8  
April 12, 2021

Customer Name	FIELD HIGH SCHOOL
Quote #	2230490
Windstream Enterprise Representative	Stan McMullen
Contract Term Length	60 Months
Effective Date	March 17, 2021
MMF	\$1,137.41

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Common Voice Features	\$40.00	\$0.00
Dynamic IP	\$1,097.41	\$0.00
Remote Call Forward	\$25.00	\$0.00
<b>Total*</b>	<b>\$1,162.41</b>	<b>\$0.00</b>

"The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA."

**Service Agreement Summary**

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 5/1/2021.

**Location Summary**

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
FIELD LOCAL SCHOOLS	\$25.00	\$0.00	\$0.00
FIELD HIGH SCHOOL	\$1,137.41	\$0.00	\$0.00

**Location Detail**

Location Name	FIELD LOCAL SCHOOLS	Account Number	200250130
Location Address	2900 STATE RTE 43 , BRIMFIELD TWP, OH 44260-0000	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
<b>Remote Call Forward</b>			
Remote Call Forward	1	\$25.00	\$25.00
<b>Total</b>			<b>\$25.00</b>

**Location Detail**

Location Name	FIELD HIGH SCHOOL	Account Number	5309101
Location Address	2900 STATE ROUTE 43 , MOGADORE, OH 44260-9718	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
LD Block of 1000	2	\$20.00	\$40.00
<b>Dynamic IP</b>			<b>\$953.41</b>
Call Paths - PRI/CAS	46	Included	
Ethernet Access(8 Mb)	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
20 DID Station Numbers	13	\$4.00	\$52.00
FSLC Charge	10	\$9.20	\$92.00
<b>Total</b>			<b>\$1,137.41</b>

**Usage Rates**

**Product and Usage Rates**

<i>Usage Type</i>	<i>Rate</i>	<i>Initial Increment</i>	<i>Additional Increment</i>	<i>Precision</i>
<b>Regional Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†
<b>Out of State Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†
<b>In State Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

**Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant**

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charges, router maintenance, CPE maintenance and directory listings.

For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**Letter of Agency**

Contact Name: Tim Fox	Company Name: FIELD HIGH SCHOOL
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

**Authorization to Change Service Provider(s)**

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates\* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

**Telephone Numbers:**


I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

**Company  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

### Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

**Loss of 911 services due to power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

**To ensure that 911 calls are properly routed:**

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

**To Report a Change to Your Service Location:**

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

**Customer Affirmation of Notification**

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Printed Name	207942934 Account Number
Signature	Date

**USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS**  
**FOR E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Windstream ("WIN") and FIELD HIGH SCHOOL ("Customer") and amends the Windstream Service Agreement ("Agreement") entered between WIN and Customer ("Parties").

Because the Customer is a USAC E-Rate Program applicant, the Agreement is amended as follows:

1. Please indicate Customer's Billed Entity Number ("BEN"):

BEN: \_\_\_\_\_

2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision. Customer understands and agrees that if it chooses to have WIN proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

\_\_\_ YES \_\_\_ NO

3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to WIN's actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. WIN reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

FIELD HIGH SCHOOL (Customer)	WINDSTREAM
_____	_____
AUTHORIZED REP.	AUTHORIZED REP.
(PRINTED NAME):	(PRINTED NAME):
_____	_____
SIGNATURE:	SIGNATURE:
_____	_____
TITLE:	TITLE:
_____	_____
DATE:	DATE:
_____	_____



**Account Summary**

Customer Name	FIELD HIGH SCHOOL
Quote #	2230490
Windstream Enterprise Representative	Stan McMullen
Contract Term Length	60 Months
Effective Date	March 17, 2021
MMF	\$1,137.41

**Summary of Charges (Total for All Locations)**

Product	Monthly Recurring Charges	One-Time Charges
Common Voice Features	\$40.00	\$0.00
Dynamic IP	\$1,097.41	\$0.00
Remote Call Forward	\$25.00	\$0.00
<b>Total*</b>	<b>\$1,162.41</b>	<b>\$0.00</b>

\*The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.\*

**Service Agreement Summary**

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

**CUSTOMER**

**WINDSTREAM**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This offer is voidable by Windstream if not signed and returned by 5/1/2021.

**Location Summary**

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
FIELD LOCAL SCHOOLS	\$25.00	\$0.00	\$0.00
FIELD HIGH SCHOOL	\$1,137.41	\$0.00	\$0.00

**Location Detail**

Location Name	FIELD LOCAL SCHOOLS	Account Number	200250130
Location Address	2900 STATE RTE 43 , BRIMFIELD TWP, OH 44260-0000	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
<b>Remote Call Forward</b>			
Remote Call Forward	1	\$25.00	\$25.00
<b>Total</b>			<b>\$25.00</b>

**Location Detail**

Location Name	FIELD HIGH SCHOOL	Account Number	5309101
Location Address	2900 STATE ROUTE 43 , MOGADORE, OH 44260-9718	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
LD Block of 1000	2	\$20.00	\$40.00
<b>Dynamic IP</b>			<b>\$953.41</b>
Call Paths - PRI/CAS	46	Included	
Ethernet Access(8 Mb)	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
20 DID Station Numbers	13	\$4.00	\$52.00
FSLC Charge	10	\$9.20	\$92.00
<b>Total</b>			<b>\$1,137.41</b>

**Usage Rates**

**Product and Usage Rates**

<i>Usage Type</i>	<i>Rate</i>	<i>Initial Increment</i>	<i>Additional Increment</i>	<i>Precision</i>
<b>Regional Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†
<b>Out of State Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†
<b>In State Long Distance Charges (D)</b>	0.03	6 sec	6 sec	2 digit†

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the Individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charges, router maintenance, CPE maintenance and directory listings.

For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**Letter of Agency**

Contact Name: Tim Fox	Company Name: FIELD HIGH SCHOOL
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

**Authorization to Change Service Provider(s)**

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates\* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one InterLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

**Telephone Numbers:**


I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

**Company  
Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversant Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intollifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&B Systems, D&B, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

**Windstream VoIP 911 Disclosure**

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

**Loss of 911 services due to power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

**To ensure that 911 calls are properly routed:**

- **Do not** move the equipment installed at your premise to another location. Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service, you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- Always state the telephone number and address that you are calling from to the 911 operator. The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647). Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

**To Report a Change to Your Service Location:**

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

**Customer Affirmation of Notification**

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

207942934  
\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Date

**USAC ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS**  
**FOR E-RATE PROGRAM APPLICANTS**

This Addendum is entered between Windstream ("WIN") and FIELD HIGH SCHOOL ("Customer") and amends the Windstream Service Agreement ("Agreement") entered between WIN and Customer ("Parties").

Because the Customer is a USAC E-Rate Program applicant, the Agreement is amended as follows:

- 1. Please Indicate Customer's Billed Entity Number ("BEN"):

BEN: \_\_\_\_\_

- 2. A new section, **Installation Before Funding Decision**, is added to the Agreement:

WIN recognizes that Customer's ability to satisfy its obligations under this Agreement is dependent upon the receipt of funding from USAC, and the Parties have agreed to enter into this Agreement prior to receiving a funding decision. If Customer desires for WIN to proceed with installation of Services, or construction if applicable, prior to receipt of a funding decision, Customer must indicate its request below. Absent an affirmative response from Customer, WIN will not start installation or construction until after Customer and WIN receive a funding decision. Customer understands and agrees that if it chooses to have WIN proceed with installation or construction prior to receipt of a funding decision, and Customer does not receive funding, Customer shall be subject to the full termination liability as described in the **Effect of Termination** section of the Agreement in the event it terminates this Agreement.

Customer requests that WIN proceed with installation or construction prior to receipt of a funding decision.

\_\_\_ YES \_\_\_ NO

- 3. A new section, **USAC Funding Denial**, is added to the Agreement:

In the event USAC funding is denied after first having been approved, and WIN has then installed the Services, Customer shall be obligated to pay 100% of the charges for the Services; however, if such funding is denied wholly and directly due to WIN's actions or inactions, Customer may continue to pay the discounted rate for the remainder of the applicable funding year. Prior to the end of that funding year, the Parties will renegotiate pricing and Customer will have the option to either continue under the Agreement with the renegotiated pricing or re-bid the Services and re-apply for funding with USAC. WIN reserves the right to terminate for non-payment in accordance with Section 10 of the Agreement if Customer fails to pay the full amount owed for the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.


This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

WIN and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Handwritten modifications to this Addendum are not binding on either WIN or Customer.

FIELD HIGH SCHOOL  
(Customer)

WINDSTREAM

\_\_\_\_\_  
AUTHORIZED REP.  
(PRINTED NAME): David Heflinger  
SIGNATURE:   
TITLE: Superintendent  
DATE: 4/13/2021

\_\_\_\_\_  
AUTHORIZED REP.  
(PRINTED NAME):  
SIGNATURE:  
TITLE:  
DATE:

Exhibit S-9  
April 12, 2021



A Xerox Company

## At ComDoc it's our mission

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

**DOCUMENT MANAGEMENT AGREEMENT  
FIELD LOCAL SCHOOL DISTRICT**

# 2020



Corporate Office: 3153 Marshall Road, Unionville, MI 48144-3395  
Phone: 800.541.6676 Fax: (313) 476-3227 Web: [comdoc.com](http://comdoc.com)

Revised 6/14/20



**ComDoc**  
**2020 Document Management Agreement**



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

Legal Customer Name <b>Field Local School District</b>		Mailing Address <b>2900 St. Rt. 43</b>	
City <b>Mogadore</b>	County <b>Summit</b>	State <b>OH</b>	Zip <b>44260</b>
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: 34-6004507

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

<u>Black Impressions</u>	<u>Color Impressions</u>	<u>ColorQube Impressions</u>
Up to <u>259,000</u> black impressions per month Additional black impressions at \$ <u>.0031</u> per impression.	Up to <u>4,000</u> color impressions per month Additional color impressions at \$ <u>.039</u> per impression.	<b>Level 1:</b> Up to _____ Level 1 impressions per month Additional Level 1 impressions per month at \$ _____ per impression
<b>Black Managed Print Impressions</b> Up to <u>20,000</u> black Managed Print impressions per month Additional black impressions at \$ <u>.0085</u> per impression.	<b>Color Managed Print Impressions</b> Up to <u>5,038</u> color Managed Print impressions per month Additional color impressions at \$ <u>.085</u> per impression.	<b>Level 2:</b> Up to _____ Level 2 impressions per month Additional Level 2 impressions per month at \$ _____ per impression
		<b>Level 3:</b> Up to _____ Level 3 impressions per month Additional Level 3 impressions per month at \$ _____ per impression

2. Minimum Monthly Payment: **\$4,385.00** Term of Agreement: **60 Months**

3. Equipment covered by this Agreement:

	X SEE ATTACHED SCHEDULE A (Signed by Officer)
--	---

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning May 1, 2021 and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: \_\_\_\_\_

Dated: \_\_\_\_\_

X \_\_\_\_\_  
 (ComDoc Acceptance)

X \_\_\_\_\_  
 (Customer Acceptance)

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

(Continued from page 1 of 3)

4. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled annually and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads based on previous usage if actual meter reads are not available.
5. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
6. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
7. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will notify Us and make the Equipment available to Us for pick up in good condition.
8. **Loss; Damage; Insurance:** We will insure the Equipment against loss. You agree to maintain public liability insurance covering both personal injury and property damage.
9. **Taxes and Fees:** You agree to provide us a sales tax exemption certificate prior to the commencement of this Agreement.
10. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement for financing purposes further provided, however, that You must provide written approval or authorization if such assignment results in the sale or underwriting of fractionalized interests, as defined in Section 133.01(I) of the Ohio Revised Code, in this Agreement. If we do assign this Agreement, the financing company will have the same rights and benefits that We have now. ComDoc will not assign or subcontract to another copier or service provider, and as such, ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the finance company, assignee or secured party any claim, defense or right of offset that You may have against Us.
11. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee and as allowed by the Non-Appropriation Addendum. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and return the Equipment to Us pursuant to Section 8. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under Article 2A the Uniform Commercial Code.
12. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
13. **Finance Lease:** You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize us to record a UCC-1 Financing Statement or similar instrument in order to protect our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
14. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio. Both parties agree to waive their right to a jury trial.
15. **Accountability Guarantee:** Should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded) or five (5) emergency calls in one (1) Replace the system at our option with one of comparable features (You will provide thirty (30) day written notice to Branch Manager of any failure). 2. We will have thirty (30) days to correct the problem or replace the Equipment. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement is non-cancelable for any other reason except as set forth in this provision and the Non-Appropriations Addendum.
16. **Contract Length:** The term of this Agreement will include 60 Minimum Monthly Payments identified in Section 2 and will begin on May 1, 2021 and expire on April 30, 2026.

Customer's Initials   Date \_\_\_\_\_

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. We provide all consumable supplies except for paper. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges. If Your supply usage exceeds the manufacturer's suggested yields, both parties agree to review and discuss the excess supply usage prior to any increased charges.
- c. We will provide, at Your request, quarterly printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- d. Your minimum monthly payment will not change during the term of the Agreement.
- e. This agreement includes FM Audit software licenses for the term of this Agreement.

.....

Customer's Initials   Date \_\_\_\_\_

**Field Local School District  
DOCUMENT MANAGEMENT AGREEMENT ADDENDUM**

This Addendum is made a part of that certain Document Management Agreement between ComDoc, Inc. ("We", "Us" and "Our") and Field Local School District ("You" and "Your") executed by You on \_\_\_\_\_. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

The following additions shall be made to the Agreement:

1. **Based Monthly Billing:** While exact monthly volumes are not known, we have agreed that the members participating in the Stark County Schools Consortium will pay a fixed monthly amount (which is made up of the cost per copy \_\_\_\_\_ multiplied by the estimated volume of approximately \_\_\_\_\_ which vary based on each districts' volumes – per the attached spreadsheet). Black overage costs will be \$.0031 per impression and Color over costs will be \$.039 per impression.
2. **Quarterly Reviews:** ComDoc agrees to review all districts actual quarterly volume against the quarterly estimated totals. Each district will be set up on a full allowance agreement. After reaching the annual copy allowance ComDoc will bill for additional copies made. If a district fails to meet the annual copy allowance for the year, ComDoc will work with the district to reduce the amount of equipment and lower the subsequent copy allowance. Additionally, ComDoc will provide the Stark Schools Consortium members with a 20% credit on all unused impressions. This credit can be used to pay for future overages on color or black impressions.
3. **Pricing:** All pricing is based on a minimum of the 18+ listed school districts. Any changes to this participation will affect pricing.
4. **Buyouts:** ComDoc based pricing on a set buyout amount using the remaining payments on the current Agreement.
5. **Additional Equipment and/or Accessory Requests:** The consortium participants agree to purchase the accessories and/or additional systems at or below State Contract pricing and have that added to their existing monthly payment.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Document Management Agreement on June 30, 2020.

ComDoc, Inc.

Field Local School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FISCAL CERTIFICATE**

The undersigned, as fiscal officer for Field Local School District hereby certifies that the money required for payment of this contract has been lawfully appropriated for such purpose and is in the County Treasury or in process of collection to the credit of the appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with O.R.C. §§ 5705.41, 5705.412 and 5705.44.

**Field Local School District**

**ComDoc, Inc.**

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Non-Appropriation Addendum to Document  
Management Agreement between ComDoc, Inc. and  
Field Local School District**

Field Local School District represent that it has adequate funds to meet its obligations under this Agreement and that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and You shall not be obligated to make contracted payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated.

This Addendum is hereby made a part of and incorporated into the Document Management Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2021

**Field Local School District**

**ComDoc, Inc.**

\_\_\_\_\_  
Treasurer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Service Level Agreement

This Service Level Agreement ("Agreement") is between Field Local School District ("You"; "Your") and ComDoc, Inc. ("We"; "Us"; "Our") to identify the service expectations and commitments pertaining to Your based Xerox Equipment. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

Our service includes the following:

### 1. Equipment Maintenance

We will provide on-site hardware maintenance service per the hours of coverage and Service Level Agreement (SLA) requirements.

Service will include, but not limited to:

- Four (4) hour on-site response within the hours of coverage
- Replacement of the failed multifunctional copier
- Repair of the failed multifunctional copier to meet the response time and restore time SLA requirements

### 2. Hours of Coverage

The period of on-site coverage is between 7:00 a.m. to 4:00 p.m. local time Monday through Friday. Our call center hours are 8:00 – 5:00 Monday – Friday.

### 3. Average Response Times:

Our Technicians will respond with a four (4) hour response time from the time the service was made.

### 4. Response and Restore Time

- We will respond to all calls within one (1) business hour of the on-site coverage period and ensure a minimum of 90% of all issues are resolved within the first visit with the remaining 10% resolved within one (1) business day of initial visit

### 5. Relocation Moves and Departmental Expansions

We shall provide relocation services of the multifunctional copiers for all relocations, including moves between buildings at no additional charge.

### 6. Replaceable Units:

We shall have replacement units available in order to meet the Service Level Agreement requirements for one (1) business day resolution.

### 7. Training

We shall provide the following training:

- In-depth user training
- Supply replenishment

- Troubleshooting
- Training materials in electronic format distributed

**8. Consumables and Maintenance Parts**

We shall provide all consumables and maintenance parts, excluding paper, at no additional cost

**9. Invoicing**

We shall provide monthly consolidated invoices on meter reads.

**10. ComDoc's Flex Invoicing**

We shall provide Flex Invoicing to You which provides a consolidated Excel based invoice for all meter changes for each coverage period invoiced.

**11. Up-Time Guarantee**

We will replace any unit under this agreement which by our records fall below 90% uptime for 3 consecutive months. A replacement unit will have similar features and accessories and will not have been used beyond 25% of its total useful life based on manufacturers' ratings. This accountability guarantee is void if the unit's average monthly volume has exceeded the recommended volume bands for that model listed below. Average Monthly Volume is defined as the prior 12 months average volume. The decision to replace failing equipment will be a joint decision between Us and You. Prior to replacement of Equipment we will meet with You to review the performance of the failing system and determine a going forward strategy for improving the performance. The final step would be the replacement of the unit in question.

Black Output Devices			
Level	Volume	Make Model	B / S Speed
Level 1	1-3,000 Up to 5,000	Xerox B 400	47 ppm
		Xerox B 405	47 ppm
		Xerox B 600	55 ppm
		Xerox B 605	55 ppm
Level 2	5,000 - 12,000	Xerox B 7035	35 ppm
Level 3	12,000 - 35,000	Xerox B 8155	55 ppm
Level 4	35,000 - 60,000	Xerox B 8170	70 ppm
Level 5	50,000 and up	Xerox B 9100	100 ppm

Color Output Devices			
Level	Volume	Make Model	Color S Speed
Level 1	1-3,000 Up to 5,000	Xerox C 400	36 ppm
		Xerox C 405	47 ppm
		Xerox C 600	55 ppm
		Xerox C 605	55 ppm
Level 2	5,000 - 12,000	Xerox C 8135	35 ppm
		Xerox C 8145	45 ppm
Level 3	12,000 - 30,000	Xerox C 8155	55 ppm
Level 4	20,000 - 40,000	Xerox C 8170	70 ppm

School District

Date

ComDoc, Inc.

Date





# GROUP RETROSPECTIVE RATING PROGRAM

Exhibit T-1  
April 12, 2021

Savings Projection for Rate Year 1/1/2022 to 12/31/2022

BWC Policy # 36751051

**SHEAKLEY / Optimal Health Initiatives**

**Enrollment Deadline: Thursday July 29, 2021**

**Prepared for: Field LSD**

Group Retro is a performance based refund program in which participating employers pay their annual premiums as scheduled. The BWC will then conduct three (3) annual evaluations following the completion of the retro year to determine refund opportunities.

NCCI Code	Base Rate	Projected Annual Payroll	Projected Individual Rate 8%	Estimated Individual Premium
9434	0.0041	\$10,934,469	0.005225	\$57,133

-Your projected experience modification rate (EMR) is: 1.08

-Your EMR will be based on your individual experience and may change based on your policy history. Group Retro participation will not determine your individual EMR calculation.

\*Above rates and estimated individual premium include BWC administrative costs and EM adjustment factor.



**PROJECTED REFUND: \$19,726**

**Annual Service Fee: \$2,500**

Payment is not due until you are invoiced by Sheakley. For your convenience, this fee fulfills your sponsor membership requirement per BWC regulations.

Each group retro group administrator files a maximum premium assessment tolerance with the BWC. The assessment for Sheakley's group is capped at 15%, which means your maximum payment would be \$7,217 paid over three years, should circumstances beyond our control adversely impact the group. Because of this, Sheakley screens all applicants and only extends an offer to organizations that fit our conservative underwriting criteria.

We look forward to continuing our partnership!

For questions or assistance, please contact a Sheakley Representative at 513-618-1439 or [rating@sheakley.com](mailto:rating@sheakley.com).

All participants must be in compliance with BWC guidelines:

- Maintain a current membership with the sponsoring organization.
- Any premium lapses in excess of 40 days may result in ineligibility from future program participation.
- Failure to report your true-up payroll and pay any additional premium that may be due will result in ineligibility for the current program, future programs, and may also impact any refund from prior year program participation;
- Outstanding BWC balances may result in ineligibility for program participation.
- Forms **MUST** be signed by an officer of the company and **CANNOT** be signed by the CPA/TPA.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees from another business entity or BWC policy, and/or successorship imposed by the BWC. Enrollment into our group acknowledges acceptance of these terms. Any participant that is not in agreement with these terms must notify Sheakley prior to the application deadline so that said policy can be excluded from our group retro program.

This projection is based on current BWC data at the time of review. Sheakley reserves the right to re-evaluate your Organization's participation. Program participation as offered by the BWC is subject to current and future administrative, state, and federal rules and regulations.

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

4/8/2021 1:38:31PM

Page 1 of 2

Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to Field LSD ("Participant"), located at 2900 State Route 43 Mogadore, OH 44260, which includes enrollment into the Optimal Health Initiatives ("OHI") Group Retrospective Program ("Program") for the Program year January 1, 2022 to December 31, 2022, as well as administrative services for the same period, and is subject to renewal as stated hereafter.

Said services consist of:

1. Filing of the completed Employer Statement for Group Retrospective Rating (BWC Form U-153) and the Sponsoring Organization's Application for Group Retrospective Rating Plan (BWC Form U-151);
2. Providing regional seminars on industry topics related to health and safety services, claims management, and actuarial analysis. It is mutually understood that all locations, dates, times, and availability will be at the sole discretion of Sheakley.
3. Providing consultation and representation to Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on all actuarial and claims management matters.
4. Supplying the Participant with consultation on matters as they relate to workplace safety, as deemed necessary by Sheakley for the Participant's enrollment into the Program.
5. Providing Participant with progress reports as they relate to claims management and rate determinations upon request of the Participant. Sheakley will make every effort to provide reports, as requested, however the Participant's access to these reports is limited to availability by Sheakley.

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

Participant confirms and agrees that it is a member in good standing with OHI and is compliant with the following BWC Rules and Regulations; has not had a lapse in coverage exceeding 40 days; if entered into a partial payment agreement with the BWC, must be current on payment schedule; cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and cannot participate in any other Group Retrospective Rating Program, Group Rating Program, Individual Retrospective Rating, \$15,000 Medical Only Program, Deductible Program, One Claim Program, or Drug Free Safety Program during said Program year. In addition, it is mutually understood that Participant will continue to maintain active workers' compensation coverage during the term of this Agreement and is solely responsible for all BWC premium payments due, including assessments, or any other monies due to the BWC. Both Sheakley and the OHI are held harmless from any such liability, regardless of the nature in which the additional assessments, or premium payments, are determined.

Participant further agrees that is not a Professional Employer Organization/Leasing Company ("PEO") nor has a relationship with a PEO, and will refrain from acting as, or entering into a relationship with, a PEO during term of this Agreement. Further, the Participant agrees that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group at the time of enrollment. In the event that the Participant enters into a merger, acquisition, or business reorganization at any time following the enrollment date, Participant agrees to obtain approval by Sheakley for any subsequent merger, acquisition, or business reorganization associated with the group retrospective rated policy identified in this Agreement prior to said merger, acquisition, or business reorganization. In the event that Participant fails to obtain Sheakley's approval, Sheakley reserves the right to demand that all applicable policies for the Participant be removed from the Group. Failure to disclose this information, or incorrect information, may result in the assessment of additional service fees and/or monetary penalties and assessments against Participant. The amount of such assessments shall be determined by Sheakley, in its discretion and with approval from OHI considering the impact of the additional administrative work and group costs.

Participant agrees to pay, as invoiced, prior to registration in the Program, an annual enrollment/administrative service fee which has been jointly approved by OHI and Sheakley. Participant acknowledges that said fee is subject to change annually and that payment of this enrollment/administrative service fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for participation in the Program, or the OHI and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement.

The Program will seek, through Sheakley and OHI, to improve safety, accident prevention and claims handling for Participant; and Participant agrees to participate in and cooperate with such programs as a condition of enrollment and continued participation. It is also recommended that Participant attends regionally held safety/claims management seminars at a minimum of one time annually.

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

4/8/2021 1:38:31PM

Page 2 of 2

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

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

Participant acknowledges, represents and agrees that neither OHI, Sheakley, nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Retrospective Rating is a performance based, incentive program designed to reward participants that are able to keep their claims cost below a predetermined level and is not a guaranteed savings program. Further, Participant acknowledges and accepts that all participants of the Program may incur additional premium assessments for up to three years following the Program year in the event that the group as a whole realizes actual claim costs that exceed BWC predetermined levels for the Program year.

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2022 to December 31, 2022. Participant acknowledges and agrees OHI shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of OHI and Sheakley.

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

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

In the event that Participant becomes ineligible to participate in subsequent Group Retrospective Rating Program years, the aforementioned enumerated services will continue to be performed until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this agreement.

In WITNESS WHEREOF, the parties have executed the Agreement on the 8 day of April 2021.

Optimal Health Initiatives

Applicant/Participant: **Field LSD**

By Captain A Meyer

By Electronic Signature - Todd Carpenter  
(signature)

Title President

Title Treasurer

Sheakley Tammy A Sheakley  
By \_\_\_\_\_

Employer Policy No. 36751051

Title CEO

Email todd.carpenter@fieldlocalschools.org

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

018-9001

Exhibit T-2  
April 12, 2021

## Activity Treasurer's Report- REVISED FORM

Receipts: Dollar Amounts Only		Beginning Balance	\$51,411.40
Student Purchase Serv.	Camp (5th Grade/Field Trip)	\$	11,857.50
	Choir Performance Admission	\$	4,500.00
	Year Books	\$	600.00
	Yankee Candle Fundraiser	\$	3,000.00
	Recorder Purchases	\$	500.00
	Spring Fundraiser	\$	20,000.00
	Color Run	\$	3,000.00
	Pictures	\$	3,300.00
	Pencil Machine	\$	800.00
	Color Run	\$	1,962.10
	Art To Remember	\$	600.00
	Rollerskating	\$	2,100.00
	Apples 4 Students	\$	500.00
1690 Other	Donations	\$	80,000.00
	<b>Total Receipts</b>	\$	<b>132,719.60</b>
	<b>Total Receipts plus Balance</b>		<b>\$184,131.00</b>
Expenses: Dollar Amounts Only			
1110-410	Prof. Services	\$	7,000.00
1110-430	Instructional Travel	\$	500.00
1110-490	Recorders for Music Class	\$	500.00
1110-490	Rollerskating	\$	2,100.00
1110-490	Chromebook Purchase	\$	50,000.00
1110-490	Choir Performance Admission	\$	7,500.00
1110-490	Spring Fundraiser	\$	10,000.00
1110-490	Student Purchased Serv. (Camp/Art)	\$	11,857.50
1110-510	N. Inst. Supply	\$	8,000.00
1110-511	Inst. Supply	\$	8,000.00
1110-511-080000	PE Inst. Supply	\$	1,000.00
1110-511-020000	Art Inst. Supply	\$	1,300.00
1110-640	New Equipment	\$	1,000.00
1110-849	Student Participation Fee	\$	400.00
1110-882	Awards/Prizes	\$	800.00
2160-640	Class New Furniture	\$	6,000.00
2213-430	Inst. St. Train. Travel	\$	1,000.00
2213-510	Inst. St. Train. Supply	\$	700.00
2421-410	Prin. Prof. Services	\$	400.00
2421-430	Principal Travel	\$	700.00
2421-510	Principal Supplies	\$	1,000.00

over

2421-559	Items for Resale	\$	2,000.00
2421-640	Principal New Equipment	\$	1,000.00
2421-849	Principal Dues & Membership	\$	500.00
2700-425	Maintenance Contract Repair	\$	500.00
2700-570	Maintenance Supplies	\$	600.00
	<b>Total Expenses</b>	<b>\$</b>	<b>124,357.50</b>
	<b>Receipts minus Expenses</b>		<b>\$59,773.50</b>

Building Principal Barbara Hawley signature Date: 03/1/2021

Superintendent [Signature] signature Date:

Treasurer [Signature] signature Date: