

## **Record of Proceedings Minutes of Regular Meeting**

**Board of Education  
Regular Meeting**

**Monday  
November 15, 2021**

The Field Local School District Board of Education held its Regular Meeting on Monday, November 15, 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  
Owen Roberts (student representative) - Absent

Member Miller moved, seconded by Member Stewart that the Field Local Board of Education approve the minutes from the October 11, 2021 regular meeting. **21-0068**

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

*President declared the motion carried*

Member Porter moved, seconded by Member Kline that the Field Local Board of Education adopt the following agenda for the November 15, 2021 regular meeting. **21-0069**

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

*President declared the motion carried*

### **Student Representative Report**

**Superintendent's Report** - Mr. Heflinger noted that there was not a great deal of legislation happening. Some hearings and votes are going on about how people can appeal tax valuations which can affect the school district. However, the rest of the educational legislation has slowed down quite a bit. The big focus has been on redistricting maps. / On the agenda, we are approving a new T.I.F. Agreement which is the continued development of the Meijer's and Menard's property. We have reached an agreement with both legal councils and have agreed to the terms and conditions that were established with the first T.I.F./ Freshman baseball and softball coaching positions are on the agenda provided the numbers warrant fielding teams. / The 8<sup>th</sup> grade D.C. field trip is being approved again tonight because the district had to switch to a different tour company. Just a note that the trip is nonrefundable if circumstances warrant a cancellation beyond the company's control. / Lastly, a resolution is on the agenda to approve substitute teachers being able to teach without a bachelor's degree due to the COVID shortage. It is just for this year.

**Legislative Liaison Report** - Mr. Stewart talked about the Backpack Bill that would give every student a state voucher to attend private schools. Mr. Stewart encouraged people who might be interested to check the bill out online.

### **Recognition of visitors**

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

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

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

### **SUPERINTENDENT CONSENT AGENDA**

Member Kline moved, seconded by Member Porter that the Field Local Board of Education approve the Superintendent consent agenda items as presented. **21-0070**  
*Roll Call: Kline-Yes, Porter-Yes, Miller-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/licensure:

#### **Certified Employment**

1. Terri Gempel, Year 1 Resident Educator for the 2021-2022 school year.
2. Sarah Fuerst, Home Instructor for the 2021-2022 school year.
3. Nicole Tompkins Art Teacher at Middle School  
Interim Contract – effective November 23, 2021, tentatively through 3<sup>rd</sup> nine weeks of 2021-2022 school year.

BA Degree Step 0. Rate of pay per Negotiated Agreement.

**Classified Employment**

1. Sarah Kisamore, 4.5 Hr. Cook/Cashier at Brimfield, 186 days per year for the remaining 141 days of the 2021-2022 school year, effective November 1, 2021. Rate of pay per Negotiated Agreement.
2. Brooke Garretson, 5.5 Hr. Parapro at the High School, 185 days per year for the remaining 147 days of the 2021-2022 school year, effective October 21, 2021. Rate of pay per Negotiated Agreement.
3. Lauren Glass, 5.5 Hr. Parapro at Brimfield, 185 days per year for the remaining 128 days of the 2021-2022 school year, effective November 18, 2021. Rate of pay per Negotiated Agreement.

**Classified Substitute Employment**

Sarah Paisley	Emily Pierce (eff. 10/26/21)	Clay Yeich
Katelyn Wise	Lorain Graves	Mackenzie Raines

- **Athletic Ticket Takers** – The Superintendent recommends that the Field Local Board of Education employ the following ticket takers for the 2021-2022 school year:

Marisa Ritchey	Chelsea Heim	Clay Yeich
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- **Tournament Employment**

**10/19/2021 Boys Soccer vs West Branch-Semi Final Sectionals**

Greg Kulick	Site Manager/Game Coordinator	\$150.00
Brenda Richmond	Secretary/Ticket Scanner	\$125.00
Valerie Beal	Ticket Scanner	\$ 75.00

**10/21/2021 Girls Soccer vs. Cardinal Mooney-Sectional Finals**

Greg Kulick	Site Manager/Game Coordinator	\$125.00
Brenda Richmond	Secretary	\$ 50.00
Debbie Yeich	Ticket Scanner	\$ 75.00
Nikki Parkhill	Ticket Scanner	\$ 75.00

**10/25/2021 Girls Soccer vs. Poland Seminary-District Semi Final Game**

Greg Kulick	Game Coordinator	\$ 50.00
Ashley Mauger	Site Manager	\$ 100.00
Brenda Richmond	Secretary/Ticket Scanner	\$ 125.00
Valerie Beal	Ticket Scanner	\$ 75.00

- **Resignations/Transfers** – The Superintendent recommends that the Field Local Board of Education accept the resignation/transfer of the following:
  1. Heather Spaeth, 4.5 Hr. Playground Monitor at Brimfield will transfer to 5.5 Hr. Paraprofessional at Brimfield for the remaining 136 days of the 2021-2022 school year, effective November 8, 2021.
  
- **Resignations**– The Superintendent recommends that the Field Local Board of Education accept the resignations of the following:
  1. Angelique Casalinova, Parapro at the High School effective October 12, 2021.
  2. Michelle White, Parapro at Brimfield effective November 5, 2021.
  3. Lorain Graves, Parapro at Brimfield effective November 12, 2021.
  4. Lauren Gallimore, Parapro at Suffield effective October 29, 2021
  
- **Leave of Absence** – The Superintendent recommends that the Field Board of Education approve a parental leave of absence for Kylee Hinkle, Teacher at Suffield, effective January 5, 2022. Anticipated date of return will be March 2, 2022. FMLA leave will run concurrent with sick leave.
  
- **Leave of Absence** – The Superintendent recommends that the Field Local Board of Education approve the revised expected return date for parental leave of absence for Chasity Dempsey (January 5, 2022).
  
- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2021-2022 school year.

*\*\*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 Athletic**

1. Alex Blake, Freshman Boys Basketball Coach-\$3,376.00  
0 years experience, 1 year contract
  
2. Nick Pollack, 8<sup>th</sup> Gr. Boys Basketball Coach-\$2,251.00  
0 years experience, 1 year contract

3. Adam Cassetty, 7<sup>th</sup> Gr. Boys Basketball Coach-\$2,251.00  
0 years experience, 1 year contract
- **Volunteers-** The Superintendent recommends that the Field Local Board of Education approve the following athletic volunteers for the 2021-2022 school year.
    1. Alex Blake, Derek Horning (Boys Basketball)  
Jacob Lawhorn, (Wrestling)
  - **Board Policy** – The Superintendent recommends that the Field Local Board of Education approve the first reading and waive the second reading to adopt the following board policies immediately:
    - 6.46 Restraint & Seclusion
    - 1.16 Public Participation at Board Meetings
  - **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the hiring of substitute teachers, as needed, who do not hold a post-secondary degree effective immediately through June 30, 2022. Substitutes will be hired through the Renhill Company, already contracted with our district for substitute hiring (Exhibit S-1).
  - **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the resolution for the hiring of a Freshman Baseball Coach and a Freshman Softball Coach should the number of athletes dictate for the 2021-2022 school year.
  - **Resolution** – The Superintendent recommends that the Field Local Board of Education approve the following:

A RESOLUTION APPROVING THE CREATION BY THE  
TOWNSHIP OF BRIMFIELD OF A TAX INCREMENT  
FINANCING PROGRAM AND THE GRANTING OF A  
REAL PROPERTY TAX EXEMPTION FOR THE REAL  
PROPERTY AFFECTED BY SUCH PROGRAM, AUTHORIZING  
THE EXECUTION OF A REVENUE SHARING AGREEMENT,  
AND WAIVING CERTAIN NOTICES IN CONNECTION  
THEREWITH.
  - **Field Trips** – The Superintendent recommends that the Field Local Board of Education approve the following field trips for the 2021-2022 school year:
    1. Field Middle School-Washington, D.C. June 1-3, 2022, through Norwak Tours.  
(Exhibit S-2).

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

1. Title I Non-Public Program Agreement for Waterloo Local Schools (St. Joseph School) during the 2021-2022 school year (**Exhibit S-3**).
2. Kristine Baker, Webmaster Contract Services including but not limited to website design, repairing, downloading documents, etc. Duration of contract: November 1, 2021 through October 31, 2022-\$4,999.00 (**Exhibit S-4**).
3. Summit Educational Service Center, services for augmented alternative communication device evaluation during the 2021-2022 school year (**Exhibit S-5**).
4. S.A. Comunale, preventive maintenance agreement for HVAC services for the 2021-2022 school year for all buildings (**Exhibit S-6**).

- **Payment/Fiscal Item – The Superintendent recommends that the Field Local Board of Education approve payment for the following:**

1. Payment in lieu of transportation to the parents whose children attend Parochial Schools for the 2021-2022 school year.

### **TREASURER CONSENT AGENDA**

Member Stewart moved, seconded by Member Miller that the Field Local Board of Education approve the Treasurer consent agenda items as presented. 21-0071

Mr. Carpenter talked briefly on the Five-Year Forecast and explained some of the changes with the new state funding formula. It was noted that the district will not realize the full impact until after the first of the year. At which time, the State will release the amount the district will receive taking into account the total formula change.

*Roll Call: Stewart-Yes, Miller-Yes, Kline-Yes, Porter-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 September 30, 2021.
  2. Approval and submission of the November five year forecast-FY22 through FY26 to the Dept. of Education as required.

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

1. Sugar Maple Hills Homeowners Association-donation in the amount of \$480.00 to assist a student who needs financial assistance to take part in a school function at Brimfield Elementary.

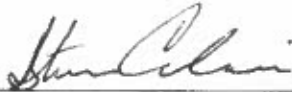
There being no further business to come before the Field Local Board of Education  
Member Porter moved, seconded by Member Stewart to adjourn the November 15, 2021.  
regular meeting.

21-0072

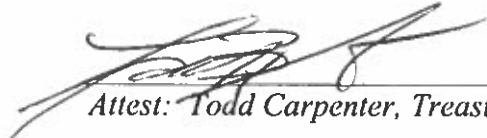
*Roll Call: Porter-Yes, Stewart-Yes, Kline-Yes, Miller-Yes, Calcei-Yes.*

*President declared the motion carried.*

The meeting was adjourned at 7:16 P.M.



Steve Calcei, President



Attest: Todd Carpenter, Treasurer

**Resolution to Expand Employment of Substitute Teachers  
Pursuant to Ohio Senate Bill 1**

Pursuant to the authority granted in Section 4 of Senate Bill 1 of the 134th General Assembly, signed by Governor DeWine on or about October 28, 2021 and deemed immediately effective under the General Assembly's emergency powers, the [Board] authorizes the employment of substitute teachers, as-needed, who do not hold a post-secondary degree, as otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3301.071, 3319.226, 3319.30, and 3319.36, Ohio Administrative Code Section 3301-23-44, and/or Board Policy, provided that all other applicable requirements and procedures, including but not limited to successful completion of a criminal background check and evidence of a non-renewable temporary substitute teaching license issued by the Ohio Department of Education, have been satisfied.

This is a temporary resolution of the [Board], and the authority granted by this resolution extends from the effective date through June 30, 2022.

[Pursuant to existing O.R.C. 3319.226, the Board should otherwise re-approve other substitutes who are post-secondary degree holders, who are substitute teaching in a subject area that is not directly related to the subject of the class that the license holder will teach.]

*This resolution has been prepared by Bricker & Eckler LLP for the Buckeye Association of School Administrators for informational purposes only, and does not constitute legal advice. Educational institutions considering adopting such a resolution should consult with legal counsel to consider existing law, board policies and procedures and other unique situations not contemplated in the preparation of this resolution.*



# Washington DC

Exhibit S-2  
November 15, 2021

## FIELD MIDDLE SCHOOL WASHINGTON DC COST SHEET JUNE 1 - 3, 2022

### TOUR INCLUDES:

Deluxe motor coach transportation (56 passengers, Barons Bus Lines)  
Two nights lodging at the Doubletree Hotel

### MEALS: (7)

Two breakfasts at the hotel  
One cash meal at \$9 each  
Lunch at Golden Corral  
Lunch voucher at Reagan Food Court  
Dinner voucher at Pentagon City Food Court  
Dinner voucher at L'Enfant Plaza

- Private nighttime supervision at the hotel.
- two t-shirts per person - school to select logo and color.
- Online trip management for parents and group leaders. This allows for private accounts on our website to view all trip details. This includes payment dates, current balances, tour return times and the acceptance of online credit card payments and more.
- All attractions and admissions as stated in the proposed itinerary.
- All appropriate taxes and gratuities.
- Company tour manager from departure to return.
- One complimentary double occupancy package for every 12 paid passengers and one student scholarship.
- Colored panoramic photo and postcard for each passenger.

### TRIP COST:

- Cost per person: \$390.00 (Quad) \$420.00 (Triple) \$470.00 (Double) \$600.00 (Single)
- Pricing is based on 40 or more paid passengers per bus. If count falls below, itinerary and pricing may need to be adjusted.

**\*\*\*PRICING IS BASED ON CURRENT MARKET CONDITIONS AND SHOULD NOT CHANGE.  
HOWEVER DUE TO THE UNSTABLE FUEL MARKET SURCHARGES MAY OCCUR\*\*\***

*over*

10/29/2021 V5

# Washington DC



## FIELD MIDDLE SCHOOL PROUDLY PRESENTS WASHINGTON DC JUNE 1 - 3, 2022

### Wednesday, June 1<sup>st</sup>

- 7:45 AM Students report to school - 1379 Saxe Road, Mogadore, OH 44260
- 8:15 AM Depart school en route to Washington DC; rest & meal stops will be made every 2 - 3 hours; (rest stop Oakmont MM 49; school to provide a boxed lunch for all to enjoy at the Midway Plaza MM 147).
- 3:15 PM Arrive in Washington DC for a visit to Arlington Cemetery for the Tomb of the Unknown Soldier, the Changing of the Guard Ceremony and the Kennedy gravesites.
- 5:45 PM Dinner at Pentagon City Mall food court (included). After dinner, we will visit the Lincoln, Korean, Vietnam and WWII Memorials.
- 9:15 PM Check into our hotel for a two-night stay:

DoubleTree Hotel  
620 Perry Parkway  
Gaithersburg, Maryland 20877  
301-977-8900

\*\*\*Private nighttime supervision is provided\*\*\*

### Thursday, June 2<sup>nd</sup>

- 6:30 AM Group wake up call.
- 7:00 AM Breakfast at the hotel (included).
- 7:45 AM Depart the hotel for the Capitol Visitors Center for our guided tour (pending confirmation @ 9:15 am) followed by our group photo at Grant's statue (pending confirmation @ 10:45 am - included).
- 11:30 AM Lunch at Ronald Reagan food court (included). After lunch, we visit the Smithsonian Museums to include the American History Museum, the Air & Space Museum and the Natural History Museum. We end our afternoon with a stop at Lafayette Park for a photo opportunity at the White House and time for souvenir shopping on 17th Street.
- 6:15 PM Enjoy dinner at L'Enfant Plaza Food Court (included). After dinner, we visit the Iwo Jima, Air Force and Pentagon Memorials.
- 9:30 PM Return to the hotel - \*\*\*Private nighttime supervision is provided\*\*\*

### Friday, June 3<sup>rd</sup>

- 6:15 AM Group wake up call.
- 6:45 AM Breakfast at the hotel (included).
- 7:45 AM Depart the hotel for visits to the MLK, FDR and Jefferson Memorials. Our next stop is the Holocaust Museum for the Permanent Exhibit (pending confirmations starting at 10 am).
- 12:00 PM Depart Washington DC for Shanksville, PA; lunch is at the Golden Corral (12:45 pm - included).
- 4:15 PM Arrive at the Flight #93 Memorial including the visitors center.
- 5:00 PM Depart Shanksville for home; a dinner stop will be made at New Stanton MM 77, \$9 included.
- 9:00 PM Arrive back at school with many fond memories.

\*\*\*ITINERARY MAY BE ADJUSTED TO SUIT GROUP NEEDS.

**ATTRACTIONS LISTED MAY NOT ALL BE SEEN DUE TO TIME CONSTRAINTS SUCH AS LONG LINES, TRAFFIC, INCREASED SECURITY OR CLOSURES BEYOND OUR CONTROL. \*\*\***

10/27/2021 V3

Nowak Tours - 1395 Barn Run Drive - Valley City OH - 44280 877-293-4900 - [www.nowaktours.com](http://www.nowaktours.com)

Field Local Schools and Waterloo Local Schools (St. Joseph's School)  
Title I Non-Public Program Agreement  
Pooling ESEA 1117(b)(1)(J)  
2021-2022 School Year

In compliance with the purpose of the Title I Non-Public School Program, Field Local Schools and Waterloo Local Schools (St. Joseph's School), agree that:

**Waterloo Local School District** will provide properly licensed educators to implement the Title I program serving **Field Local School District** students attending **St. Joseph's School** (non-public school) within the **Waterloo Local School District** boundary. The amount of funding to support the Title I program will be calculated from the Ohio Department of Education's CCIP per pupil amount based on economic eligibility as reported by the non-public schools to **Field Local School District**. The number of eligible pupils times the per pupil allocation for each participating nonpublic school will be used to calculate the total amount due to **Waterloo Local School District** from **Field Local School District**.

Tutors will use multi-criteria which include a standardized assessment to rank students based on academic performance and use this list to prioritize services for the most in need. Tutors will provide instruction based on the state academic standards. **St. Joseph's School** will administer a standardized post-test to evaluate students' growth and the effectiveness of the Title I non-public tutoring program. Copies of the student progress reports, and the overall program evaluation will be shared in a timely manner with the **Field Local School District** and State and Federal Program Office.

**Field Local School District** will make payment to **Waterloo Local School District** provided **Waterloo Local School District** has complied with the requirements listed below and provided the **Field Local School District** with proper documentation.

1. For the 2021-2022 school year, the **Field Local School District** agrees to transfer funds from its Title I allocation to the **Waterloo Local School District** for services, as defined in the CCIP.
2. **Waterloo Local School District** will provide the **Field Local School District** with school-parent compacts for the Title I students, evidence of parent involvement activities, training, materials, progress reports for Title I students, and eligibility criteria.
3. Eligible students from the **Field Local School District** will be identified for service by the selection procedures designed by **Waterloo Local School District**.
4. A separate list will be maintained of eligible school district students, ranked in order.

*over*

5. **Waterloo Local School District** and the **Field Local School District**, in conjunction with **St. Joseph's School** agree after consultation to pool Title I funds. Based on uniform criteria of educational need, the lowest-achieving eligible private school children who attend **St. Joseph's School** regardless of whether they reside in **Field Local School District** without regard to how much funds children from low-income families within their private school generate towards the pool. Eligible low-achieving children may receive Title I services even if their school has few or no children from low-income families who generate Title I funds.
6. **Waterloo Local School District** agrees to include the students being served from the **Field Local School District** in all required district, state and/or Federal Title I reports for the 2021-2022 school year.

The **Waterloo Local School District** will provide for effective control over, and accountability for all funds, property and other assets. The **Waterloo Local School District** will maintain title to materials, equipment, and property purchased with allocated funds. The **Waterloo Local School District** will allow the nonpublic schools to keep the items from year to year, in accordance with approved ongoing activities, as long as records are maintained.

\_\_\_\_\_  
**Waterloo LSD Superintendent**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Field LSD Superintendent**

11/16/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

11/16/21  
\_\_\_\_\_  
Date


Webmaster Contract:

Duration: November 1, 2021-October 31, 2022

Description: Maintain the Field Local Schools web page to create a consistent design and a more user friendly site. Repair website issues such as broken links, incorrect formatting for downloadable documents, delete unused pages, etc. Maintain the website by uploading news articles, updating the district calendar, updating information such as the Treasurer's yearly report link, Annual Notifications, lunch menus, etc. Advise staff on needed corrections to department pages such as Athletics, Guidance, Special Services, etc. Oversee the mobile app and increase communication with the stakeholders by deploying more methods of information delivery (RSS feeds, etc.)

The progress and roles will be reviewed quarterly. Reports will be sent to the curriculum director.

Payment: \$4,999 for the duration of the contract

  
Kristine Baker

\_\_\_\_\_  
Superintendent

**SUMMIT EDUCATIONAL SERVICE CENTER**  
**LOCAL EDUCATION AGENCY CONTRACT FOR SERVICES**  
**SUPERVISED BY ESC BOARD**

Exhibit S-5  
November 15, 2021

This **AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 during the **2021-2022** school year (hereinafter referred to as "the Service"):

**Augmented Alternative Communication Device Evaluation**

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider").
3. The LEA shall pay the ESC Board the sum **\$2,750.00** by the end of the term indicated in paragraph 1, above for the agreed number of days indicated in paragraph 1, above. This sum shall not be subject to any pro rata reduction for days on which the Service Provider is assigned to the LEA but does not work for the LEA due to sick or emergency leave. If, due to long term illness, the Service Provider does not work for five (5) consecutive workdays or more and the ESC Board does not provide a substitute, the LEA may claim a pro rata reduction of this sum for those days not provided as a result of the long-term illness. There shall be no pro rata reduction of the sum for time spent by the Service Provider on ESC supervision, staff development and inter-district projects related to the assigned work.
4. The ESC Board shall assign the Service Provider to the LEA for the specified number of days during the term specified in paragraph 1, above.
5. The ESC Board shall attempt to plan for a substitute for the Service Provider when the Service Provider is on extended leave.
6. The LEA shall provide adequate workspace for the Service Provider, if necessary.
7. The ESC Board shall provide all supplies, materials, equipment, clerical support, mileage reimbursement and staff development for the Service Provider. The need for such items shall be determined by the ESC Board.
8. The ESC Board shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.111, Ohio Revised Code.
9. The ESC Board shall determine the work schedule and work rules of the Service Provider.
10. The Service Provider shall follow the ESC Board's policies concerning wage and benefits.
11. The Service Provider shall follow the ESC work rules, including but not limited to, reporting procedures and working conditions.
12. The Service Provider shall report times worked in the manner prescribed by the ESC Board and complete the necessary ESC Board leave forms when necessary.
13. The Service Provider shall abide by the customs of the LEA.

**FIELD LOCAL SCHOOL DISTRICT**

**SUMMIT EDUCATIONAL SERVICE CENTER**

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

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

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

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

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

\_\_\_\_\_  
**Joseph Iacano**  
*Superintendent, Summit Educational Service Center*

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

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



**S.A. Comunale**

**An EMCOR Company**

**HVAC PREVENTIVE MAINTENANCE  
SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Brimfield Elementary School~~

4170 State Route 43

Brimfield, OH 44240

330-673-2659 Ext.5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Brimfield Elementary School  
4170 State Route 43  
Brimfield, OH 44240

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any **successful HVAC** maintenance program is the implementation of a definitive preventive/predictive service inspection schedule by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you -- regardless of the annual cost.

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design, age, installation and operating parameters of your HVAC Systems:

- \* Scheduled Service Inspections
- \* Maximum Productivity Levels
- \* Minimum Energy Costs
- \* Maximum Equipment Life
- \* Minimum Repair and Downtime Costs
- \* Priority Emergency Service When Needed
- \* Budget Control
- \* Peace of Mind
- \* Annual Performance Review
- \* Annual Budgetary Equipment Forecast

**S.A. Comunale** offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day.



*...your assurance of quality and value*



## SERVICE AGREEMENT

1.0 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached.

2.0 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- \* Normal business hours are defined as Monday-Friday, 8AM-5PM.
- \* Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- \* Labor necessary to perform one (1) mid-season cooling maintenance & inspection. This maintenance & inspection is to be completed in July of each contract year.
- \* Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- \* Labor necessary to perform one (1) mid-season heating maintenance & inspection. This maintenance & inspection is to be completed in January of each contract year.
- \* Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- \* Labor necessary to change air filters Four (4) times per year. Filters to be furnished by Customer.
- \* All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- \* All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- \* Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- \* Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- \* Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

- 3.0 Customer agrees to furnish the following items below under the scope of this Agreement.
- Operate all equipment and related controls per S.A. Comunale recommendations
  - Promptly notify S.A. Comunale of any unusual operating conditions.
  - Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
  - Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0 Customer and S.A. Comunale Company, Inc. agree that the items below are specifically **Excluded** under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement.
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

## 5.0 CONTACT TERMS, PRICING & INVOICING

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 The annual price for Year 1 is \$ 3,200.00 payable in (4) quarterly installments of \$ 800.00 each. Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
- 5.4 This Agreement may be canceled by customer or S.A. Comunale at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each annual anniversary date as specified in paragraph 5.1 above, customer agrees to reimburse S.A. Comunale Co., Inc. on a pro-rated basis for all services (labor, parts and materials) furnished by S.A. Comunale Co., Inc. under the scope of this Agreement prior to the effective cancellation date.
- 5.5 This Agreement may be canceled by S.A. Comunale Company, Inc. at any time for non-payment, at which time customer agrees to reimburse S.A. Comunale on a pro-rated basis for all services (labor, parts and material) furnished by S.A. Comunale under the scope of this Agreement prior to the effective cancellation date.
- 5.6 Terms for payment of all invoices is net 30 days. See paragraph 6.6.
- 5.7 **Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.**

**GENERAL TERMS AND CONDITIONS**

- 6.1 This agreement (the "Agreement") is made between Field Local Schools (the "Customer") and EMCOR Service S.A. Comunale Company, Inc., 2900 Newpark Drive, Barberton, Ohio 44203 (the "Contractor").
- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services; and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees: That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and; that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for S.A. Comunale Company, Inc. by:

Daniel A. Moore \_\_\_\_\_

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

Title: HVAC Sales Manager \_\_\_\_\_

Date: July 2, 2021 \_\_\_\_\_

This Agreement is accepted and Executed by:

For Customer: Field Local Schools \_\_\_\_\_

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

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

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





# **S.A. Comunale**

*An EMCOR Company*

## **HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Brimfield Field House~~

2900 State Route 43

Mogadore, OH 44260

330-673-2659 Ext. 5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Brimfield Field House  
2900 State Route 43  
Mogadore, OH 44260

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any **successful HVAC** maintenance program is the implementation of a definitive preventive/predictive service inspection schedule by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you --- regardless of the annual cost.

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design, age, installation and operating parameters of your HVAC Systems:

- Scheduled Service Inspections
- Maximum Productivity Levels
- Minimum Energy Costs
- Maximum Equipment Life
- Minimum Repair and Downtime Costs
- Priority Emergency Service When Needed
- Budget Control
- Peace of Mind
- Annual Performance Review
- Annual Budgetary Equipment Forecast

S.A. Comunale offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day.



*...your assurance of quality and value*



## SERVICE AGREEMENT

1.0 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached

2.0 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- *Normal business hours are defined as Monday-Friday, 8AM-5PM.*
- Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- Labor necessary to perform one (1) mid-season cooling maintenance & inspection. This maintenance & inspection is to be completed in July of each contract year.
- Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- Labor necessary to perform one (1) mid-season heating maintenance & inspection. This maintenance & inspection is to be completed in January of each contract year.
- Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- Labor necessary to change air filters Four (4) times per year. Filters to be furnished by Customer.
- All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

3.0

Customer agrees to furnish the following items below under the scope of this Agreement.

- Operate all equipment and related controls per S.A. Comunale recommendations
- Promptly notify S.A. Comunale of any unusual operating conditions.
- Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
- Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0

Customer and S.A. Comunale Company, Inc. agree that the items below are specifically **Excluded** under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement.
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

5.0

#### **CONTACT TERMS, PRICING & INVOICING**

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 The annual price for Year 1 is \$ 900.00 payable in (4) quarterly installments of \$ 225.00 each. Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
- 5.4 This Agreement may be canceled by customer or S.A. Comunale at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each annual anniversary date as specified in paragraph 5.1 above, customer agrees to reimburse S.A. Comunale Co., Inc. on a pro-rated basis for all services (labor, parts and materials) furnished by S.A. Comunale Co., Inc. under the scope of this Agreement prior to the effective cancellation date.
- 5.5 This Agreement may be canceled by S.A. Comunale Company, Inc. at any time for non-payment, at which time customer agrees to reimburse S.A. Comunale on a pro-rated basis for all services (labor, parts and material) furnished by S.A. Comunale under the scope of this Agreement prior to the effective cancellation date.
- 5.6 Terms for payment of all invoices is net 30 days. See paragraph 6.6.
- 5.7 **Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.**

**GENERAL TERMS AND CONDITIONS**

- 6.1 This agreement (the "Agreement") is made between Field Local Schools (the "Customer") and EMCOR Service S.A. Comunale Company, Inc., 2900 Newpark Drive, Barberton, Ohio 44203 (the "Contractor").
- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services; and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees: That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and, that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for S.A. Comunale Company, Inc. by

Daniel A. Moore \_\_\_\_\_

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

Title: HVAC Sales Manager \_\_\_\_\_

Date: July 2, 2021 \_\_\_\_\_

This Agreement is accepted and Executed by:

For Customer: Field Local Schools \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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





**S.A. Comunale**

*An EMCOR Company*

**HVAC PREVENTIVE MAINTENANCE  
SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Field Central Elementary School~~

2900 State Route 43

Mogadore, OH 44260

330-673-2659 Ext. 5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Field Central Elementary School  
2900 State Route 43  
Mogadore, OH 44260

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any **successful HVAC** maintenance program is the implementation of a definitive preventive/predictive service inspection schedule by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you — regardless of the annual cost.

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design, age, installation and operating parameters of your HVAC Systems:

- \* Scheduled Service Inspections
- \* Maximum Productivity Levels
- \* Minimum Energy Costs
- \* Maximum Equipment Life
- \* Minimum Repair and Downtime Costs
- \* Priority Emergency Service When Needed
- \* Budget Control
- \* Peace of Mind
- \* Annual Performance Review
- \* Annual Budgetary Equipment Forecast

**S.A. Comunale** offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day.



*...your assurance of quality and value*



## SERVICE AGREEMENT

1.0 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached.

2.0 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- *Normal business hours are defined as Monday-Friday, 8AM-5PM.*
- Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- Labor necessary to change air filters Two (2) times per year. Filters to be furnished by Customer.
- All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

3.0

Customer agrees to furnish the following items below under the scope of this Agreement.

- Operate all equipment and related controls per S.A. Comunale recommendations
- Promptly notify S.A. Comunale of any unusual operating conditions.
- Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
- Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0

Customer and S.A. Comunale Company, Inc. agree that the items below are specifically Excluded under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

5.0

#### CONTACT TERMS, PRICING & INVOICING

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 The annual price for Year 1 is \$ 705.00 payable in (4) quarterly installments of \$ 352.50 each. Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
- 5.4 This Agreement may be canceled by customer or S.A. Comunale at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each annual anniversary date as specified in paragraph 5.1 above, customer agrees to reimburse S.A. Comunale Co., Inc. on a pro-rated basis for all services (labor, parts and materials) furnished by S.A. Comunale Co., Inc. under the scope of this Agreement prior to the effective cancellation date.
- 5.5 This Agreement may be canceled by S.A. Comunale Company, Inc. at any time for non-payment, at which time customer agrees to reimburse S.A. Comunale on a pro-rated basis for all services (labor, parts and material) furnished by S.A. Comunale under the scope of this Agreement prior to the effective cancellation date.
- 5.6 Terms for payment of all invoices is net 30 days. See paragraph 6.6.
- 5.7 Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.

**GENERAL TERMS AND CONDITIONS**

- 6.1 This agreement (the "Agreement") is made between Field Local Schools (the "Customer") and EMCOR Service S.A. Comunale Company, Inc., 2900 Newpark Drive, Barberton, Ohio 44203 (the "Contractor").
- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services; and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees. That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and; that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for **S.A. Comunale Company, Inc.** by:

Daniel A. Moore \_\_\_\_\_

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

Title: HVAC Sales Manager \_\_\_\_\_

Date: July 2, 2021 \_\_\_\_\_

This Agreement is accepted and Executed by:

For Customer: Field Local Schools \_\_\_\_\_

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

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

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





# **S.A. Comunale**

**An EMCOR Company**

## **HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Field High School~~

2900 State Route 43

Mogadore, OH 44260

330-673-2659 Ext.5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Field High School  
2900 State Route 43  
Mogadore, OH 44260

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any **successful HVAC** maintenance program is the implementation of a **definitive preventive/predictive service inspection** schedule by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you --- regardless of the annual cost.

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design, age, installation and operating parameters of your HVAC Systems:

- \* Scheduled Service Inspections
- \* Maximum Productivity Levels
- \* Minimum Energy Costs
- \* Maximum Equipment Life
- \* Minimum Repair and Downtime Costs
- \* Priority Emergency Service When Needed
- \* Budget Control
- \* Peace of Mind
- \* Annual Performance Review
- \* Annual Budgetary Equipment Forecast

S.A. Comunale offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day



*...your assurance of quality and value*



## SERVICE AGREEMENT

10 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached.

20 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- Normal business hours are defined as Monday-Friday, 8AM-5PM.
- Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- Labor necessary to perform one (1) mid-season cooling maintenance & inspection. This maintenance & inspection is to be completed in July of each contract year.
- Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- Labor necessary to perform one (1) mid-season heating maintenance & inspection. This maintenance & inspection is to be completed in January of each contract year.
- Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- Labor necessary to change air filters Four (4) times per year. Filters to be furnished by Customer.
- All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

- 3.0 Customer agrees to furnish the following items below under the scope of this Agreement.
- Operate all equipment and related controls per S.A. Comunale recommendations
  - Promptly notify S.A. Comunale of any unusual operating conditions.
  - Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
  - Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0 Customer and S.A. Comunale Company, Inc. agree that the items below are specifically Excluded under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement.
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

#### 5.0 CONTACT TERMS, PRICING & INVOICING

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 The annual price for Year 1 is \$ 3,400.00 payable in (4) quarterly installments of \$ 850.00 each. Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
- 5.4 This Agreement may be canceled by customer or S.A. Comunale at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each annual anniversary date as specified in paragraph 5.1 above, customer agrees to reimburse S.A. Comunale Co., Inc. on a pro-rated basis for all services (labor, parts and materials) furnished by S.A. Comunale Co., Inc. under the scope of this Agreement prior to the effective cancellation date.
- 5.5 This Agreement may be canceled by S.A. Comunale Company, Inc. at any time for non-payment, at which time customer agrees to reimburse S.A. Comunale on a pro-rated basis for all services (labor, parts and material) furnished by S.A. Comunale under the scope of this Agreement prior to the effective cancellation date.
- 5.6 Terms for payment of all invoices is net 30 days. See paragraph 6.6.
- 5.7 **Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.**

**GENERAL TERMS AND CONDITIONS**

- 6.1 This agreement (the "Agreement") is made between Field Local Schools (the "Customer") and EMCOR Service S.A. Comunale Company, Inc., 2900 Newpark Drive, Barberton, Ohio 44203 (the "Contractor").
- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services; and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees: That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and; that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for S.A. Comunale Company, Inc. by

Daniel A. Moore \_\_\_\_\_

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

Title: HVAC Sales Manager \_\_\_\_\_

Date: July 2, 2021 \_\_\_\_\_

This Agreement is accepted and Executed by:

For Customer. Field Local Schools \_\_\_\_\_

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

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

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





**S.A. Comunale**

*An EMCOR Company*

**HVAC PREVENTIVE MAINTENANCE  
SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Field Middle School~~

1379 Saxe Road

Mogadore, OH 44260

330-673-2659 Ext. 5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Field Middle School  
1379 Saxe Road  
Mogadore, OH 44260

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any successful HVAC maintenance program is the implementation of a definitive preventive/predictive service inspection schedule by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you — regardless of the annual cost

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design age, installation and operating parameters of your HVAC Systems.

- Scheduled Service Inspections
- Maximum Productivity Levels
- Minimum Energy Costs
- Maximum Equipment Life
- Minimum Repair and Downtime Costs
- Priority Emergency Service When Needed
- Budget Control
- Peace of Mind
- Annual Performance Review
- Annual Budgetary Equipment Forecast

**S.A. Comunale** offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day.



*...your assurance of quality and value*



## SERVICE AGREEMENT

1.0 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached.

2.0 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- *Normal business hours are defined as Monday-Friday, 8AM-5PM*
- Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- Labor necessary to perform one (1) mid-season cooling maintenance & inspection. This maintenance & inspection is to be completed in July of each contract year.
- Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- Labor necessary to perform one (1) mid-season heating maintenance & inspection. This maintenance & inspection is to be completed in January of each contract year.
- Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- Labor necessary to change air filters Four (4) times per year. Filters to be furnished by Customer.
- All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

- 3.0 Customer agrees to furnish the following items below under the scope of this Agreement.
- Operate all equipment and related controls per S.A. Comunale recommendations
  - Promptly notify S.A. Comunale of any unusual operating conditions.
  - Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
  - Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0 Customer and S.A. Comunale Company, Inc. agree that the items below are specifically **Excluded** under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement.
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

## 5.0 CONTACT TERMS, PRICING & INVOICING

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 **The annual price for Year 1 is \$ 3,000.00 payable in (4) quarterly installments of \$ 750.00 each.** Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
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- 5.7 **Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.**

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- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services; and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees: That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and; that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for S.A. Comunale Company, Inc. by:

Daniel A. Moore \_\_\_\_\_

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

Title: HVAC Sales Manager \_\_\_\_\_

Date: July 2, 2021 \_\_\_\_\_

This Agreement is accepted and Executed by:

For Customer: Field Local Schools \_\_\_\_\_

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

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

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





# **S.A. Comunale**

**An EMCOR Company**

## **HVAC PREVENTIVE MAINTENANCE SERVICE AGREEMENT**

Submitted to CUSTOMER at:

~~Suffield Elementary School~~

1128 Waterloo Rd.

Mogadore, OH 44260

330-673-2659 Ext 5001

Attention: Tim Fox, Field Local Schools

For FACILITIES located at:

Suffield Elementary School  
1128 Waterloo Rd.  
Mogadore, OH 44260

Submitted by S.A. COMUNALE office at:

2900 Newpark Drive  
Barberton, OH 44203  
(330) 706-3040

Proposal Date:

June 2, 2021

Type of Agreement:

HVAC Preventive Maintenance

**PREVENTIVE MAINTENANCE:** *A comprehensive preventive/predictive maintenance program designed to provide thorough scheduled cleaning, lubrication, testing and adjusting of your sophisticated and complex HVAC equipment by trained professionals capable of detecting and correcting possible operating problems that can result in unscheduled and costly repairs and downtime.*

## AGREEMENT FEATURES AND BENEFITS

The essential elements of any **successful HVAC** maintenance program is the implementation of a **definitive preventive/predictive service inspection schedule** by skilled technicians with a frequency sufficient to help assure that all equipment and related controls are operating at **optimal performance levels at all times**. A maintenance program that does not clearly define frequency and procedures of service may not provide any real benefits to you --- regardless of the annual cost.

You have selected an **S.A. Comunale Co., Inc.** maintenance program that has been custom-designed for your facility to provide you with the following benefits based upon the current design, age, installation and operating parameters of your HVAC Systems:

- \* Scheduled Service Inspections
- \* Maximum Productivity Levels
- \* Minimum Energy Costs
- \* Maximum Equipment Life
- \* Minimum Repair and Downtime Costs
- \* Priority Emergency Service When Needed
- \* Budget Control
- \* Peace of Mind
- \* Annual Performance Review
- \* Annual Budgetary Equipment Forecast

S.A. Comunale offers the complete package to assist in managing your business by minimizing your total environmental system owning and operating costs.

All of this with the **PEACE OF MIND** that you can rely on the talent and skills of the most highly trained commercial/industrial service organization in Ohio - 24 hours a day, every day.



*...your assurance of quality and value*



## SERVICE AGREEMENT

1.0 Field Local Schools ( Customer ) and S.A. Comunale Company, Inc. (Contractor) agree that the scope of this Agreement includes the equipment and related equipment controls as originally furnished by the equipment manufacturer as specified in Equipment List - Schedule A attached.

2.5 S.A. Comunale Company, Inc. agrees to furnish the following services below under the scope of this Agreement:

### 2.1 PREVENTIVE MAINTENANCE

- \* *Normal business hours are defined as Monday-Friday, 8AM-5PM.*
- \* Labor necessary to perform one (1) major cooling start-up maintenance & inspection per year. This maintenance & inspection is to be completed in April of each contract year.
- \* Labor necessary to perform one (1) mid-season cooling maintenance & inspection. This maintenance & inspection is to be completed in July of each contract year.
- \* Labor necessary to perform one (1) major heating start-up maintenance & inspection per year. This maintenance & inspection is to be completed in October of each contract year.
- \* Labor necessary to perform one (1) mid-season heating maintenance & inspection. This maintenance & inspection is to be completed in January of each contract year.
- \* Labor necessary to change drive belts one (1) time per year. Belts to be furnished by Customer.
- \* Labor necessary to change air filters Four (4) times per year. Filters to be furnished by Customer.
- \* All maintenance tasks as specified by equipment type per manufacturer's recommendations.
- \* All lubricants, cleaners and tools necessary to perform the Preventive Maintenance specified above.

### 2.2 PREFERRED PRIORITY SERVICE

- \* Under this Agreement, S.A. Comunale shall provide services not covered under this Agreement at our Preferred Customer pricing. Service calls shall be billed at the rate of \$95.00 per hour during normal business hours (8AM-5PM Monday through Friday), \$142.50 per hour for Overtime, and \$190.00 per hour for Double Time and Holidays for the first year of the Agreement. Truck Charges per call-out shall be billed at the rate of \$35.00 per service call. All service calls shall be billed portal-to-portal.

### 2.3 GENERAL MAINTENANCE

- \* Furnish Customer a written report of status conditions, recommended scheduled repairs necessary, repairs performed and proper operating procedures after each maintenance and repair inspection.
- \* Furnish Customer any recommendations required to upgrade equipment and systems to maximize system performance and/or reduce total operating costs.

- 3.0 Customer agrees to furnish the following items below under the scope of this Agreement.
- Operate all equipment and related controls per S.A. Comunale recommendations
  - Promptly notify S.A. Comunale of any unusual operating conditions.
  - Provide accessibility and necessary utilities (electricity, water, etc) required to perform all maintenance and repair procedures.
  - Reimburse S.A. Comunale at normal prevailing rates for any costs of labor, parts, materials and tools to perform services requested by Customer that are not included in sections 2.1 thru 2.3 above or specifically excluded under section 4.0 below.

4.0 Customer and S.A. Comunale Company, Inc. agree that the items below are specifically Excluded under the scope of this Agreement:

- Labor, parts and materials for repairs and emergency calls.
- Material costs to replace refrigerant.
- Hydronic piping and valves.
- Ductwork and air distribution devices.
- Insulation (removal, repair or installation).
- Electrical power wiring or disconnect switches.
- Structural supports or vibration elimination equipment
- Emergency calls or any repairs necessitated by improper operation or tampering of equipment or related equipment controls by other than contractor personnel.
- Deficiencies in system design or alterations to system design which effect system performance or result in improper operation or damage to equipment.
- Work made necessary by the enforcement of government or building codes not in effect on the effective date of this Agreement.
- Handling, removal or disposal of any materials classified as hazardous materials by any government or industry regulations.
- Any repairs or damages resulting for occurrences beyond contractor's control including but not limited to Acts of God, freeze damage, vandalism, facility electrical power problems, strikes or inability of manufacturers/suppliers to furnish necessary equipment, parts or materials when required.
- All non-moveable and/or unmaintainable parts, including heat exchangers.

## 5.0 CONTACT TERMS, PRICING & INVOICING

- 5.1 This Agreement is for a period of one (1) year beginning on the effective date of July 1, 2021 and is automatically renewed on each annual anniversary date thereafter unless canceled by customer or S.A. Comunale thirty (30) days prior to each annual anniversary date.
- 5.2 The annual price for Year 1 is ~~\$ 3,200.00~~ payable in (4) quarterly installments of \$ 800.00 each. Renewal price adjustments are discussed in Section 5.3 below.
- 5.3 For subsequent contract periods, the annual price will be adjusted to cover inflationary increases in labor and parts costs. This increase will be limited to the published Consumer Price Index or a 3% minimum.
- 5.4 This Agreement may be canceled by customer or S.A. Comunale at any time with a minimum of thirty (30) days written notice. If Customer cancels this Agreement at any time other than each annual anniversary date as specified in paragraph 5.1 above, customer agrees to reimburse S.A. Comunale Co., Inc. on a pro-rated basis for all services (labor, parts and materials) furnished by S.A. Comunale Co., Inc. under the scope of this Agreement prior to the effective cancellation date.
- 5.5 This Agreement may be canceled by S.A. Comunale Company, Inc. at any time for non-payment, at which time customer agrees to reimburse S.A. Comunale on a pro-rated basis for all services (labor, parts and material) furnished by S.A. Comunale under the scope of this Agreement prior to the effective cancellation date.
- 5.6 Terms for payment of all invoices is net 30 days. See paragraph 6.6.
- 5.7 **Credit Policy: Acceptance of this contract for credit terms by S.A. Comunale Co., Inc. is contingent upon satisfactory credit approval.**

**GENERAL TERMS AND CONDITIONS**

- 6.1 This agreement (the "Agreement") is made between Field Local Schools (the "Customer") and EMCOR Service S.A. Comunale Company, Inc., 2900 Newpark Drive, Barberton, Ohio 44203 (the "Contractor").
- 6.2 Contractor will provide its mechanical maintenance of the equipment as detailed on page 5 of this agreement and set forth on the "Equipment List" provided for in Schedule A attached hereto and incorporated herein by reference, on the terms and conditions of this Agreement. The services to be performed are set forth on Section 2.0 ("Services").
- 6.3 All services provided under this agreement will be performed during normal working hours (Monday-Friday 8AM to 5PM) ("Normal Working Hours") unless otherwise specifically provided for in this agreement.
- 6.4 Customer agrees to pay to Contractor the amount(s) set forth in Section 5.0 ("Contract Terms, Pricing and Invoicing"). Such amount(s) shall be invoiced by Contractor to Customer as set forth in Section 5.0.
- 6.5 In addition to the amount(s) set forth in Section 5.0, Customer shall pay to Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations hereunder.
- 6.6 Payment of all invoices is due net 30 days from date of invoice. Any fees, payments, reimbursements or credits owing to either party pursuant to this Agreement not paid when due shall accrue simple interest at the rate of one and one-half (1-1/2 %) per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.
- 6.7 Customer agrees: To provide free access to all area of the facility for the equipment identified in and/or relating to the Equipment List and to provide suitable means as may be necessary to reach such equipment situated with limited or restricted access; To allow Contractor to start and stop the equipment as necessary to perform the services, and, To supply suitable electrical service.
- 6.8 Neither party to this Agreement shall assign any of its rights obligations hereunder without the prior written approval of the other party.
- 6.9 This Agreement shall be governed by the laws of the state of where the Services are performed without regard to its conflicts or choice of law principals. Any legal action relating to this Agreement, or the breach thereof, with the exception of any legal action for collection of amounts due, shall be commenced with one (1) year from the date of the work.
- 6.10 Neither Customer nor Contractor shall be liable to the other or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, special or incidental damages including, without limitation, lost profit relative to or arising from or caused directly by the equipment or the Services, or the use thereof or any deficiency, defect or inadequacy thereof. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to this Agreement shall be for damages and Contractor's liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of Contractor, the restoration or replacement or repair of such equipment.

- 6.11 Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, terrorism, acts of war, action of the elements, forces of nature, or by any cause, without limitation, beyond its control.
- 6.12 Customer hereby acknowledges that Contractor is not an environmental consultant or specialist in dealing with hazardous materials; therefore, Customer acknowledges and agrees that notwithstanding anything to the contrary contained herein or in any attachment hereto, the Services shall not include, by way of example but not limitation, the identification, detection, abatement, encapsulation, containment, removal or disposal of any hazardous materials, including, without limitation, asbestos. In addition, Contractor shall not be deemed "operator" of any facility for purposes of current or pending federal, state or local laws, rules or regulations pertaining to hazardous materials, and Customer shall indemnify and hold Contractor harmless from any claims made with respect thereto. Customer shall also disclose to Contractor whether to its knowledge asbestos or other hazardous materials are present in any area of a facility. If to the knowledge of Customer, hazardous materials are present in a facility, Contractor shall be advised in writing so that Contractor's employees can be informed and be adequately protected from health risks associated with hazardous materials; such information, if so known, shall include the location therein of the hazardous materials and the type thereof. Contractor shall not be required to perform any Services in any location of the facility where hazardous materials are present. Contractor's nonperformance of any Services due to unsafe working conditions shall not give rise to a breach hereunder.
- 6.13 Contractor's warranty applies only to equipment, parts and/or labor furnished and installed by Contractor. No other warranties or guarantees express or implied are made by Contractor. No representations of any kind have been made by Contractor to Customer except as set forth herein.
- 6.14 Parts and Equipment: Contractor warrants repair or replacement parts and equipment furnished by it to be free from defect for a period of one (1) year from the date of delivery unless the manufacturer's warranty is for a shorter period in which case the shorter period will apply. Contractor warrants parts and equipment not manufactured by it only to the extent that Contractor is able to enforce liability against the manufacturer.
- 6.15 Labor: Contractor's warranty includes the cost of Contractor's labor for correcting defects in material and workmanship originally supplied by it under this Agreement for a period of sixty (60) days after installation, provided that the material was furnished and installed by Contractor. Contractor's labor for warranty purposes shall be provided during Normal Working Hours. Any labor provided outside of Normal Working Hours shall be paid for by Customer at Contractor's applicable rates. Contractor's liability for defects in material and workmanship, if any, shall be limited to the cost of the repair and/or replacement materials, at Contractor's option.
- 6.17 In the event of any termination of this Agreement prior to its expiration Contractor shall be paid for its Services through the effective date of termination.
- 6.18 Customer agrees: That Contractor shall be promptly notified of any malfunction in the system(s) that comes to the customer's attention, and; that in the event of any emergency or system failure, to take reasonable safety precautions to protect life and property (including fire watch) during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies the customer that the system is operational or that the emergency has cleared.
- 6.19 In the event repairs, replacements, or emergency services outside the scope of Services of this Agreement are required, Customer shall pay Contractor for such services at Contractor's normal (standard) billing rates, including overtime rates as may be applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year last below written.

This Agreement is submitted for S.A. Comunale Company, Inc. by:

Daniel A. Moore

Signature:

Title: HVAC Sales Manager

Date: July 2, 2021

This Agreement is accepted and Executed by:

For Customer: Field Local Schools

Signature

Title:

Date:





**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

**Daniel L. Lautar, Esq.**  
5005 Rockside Road, Suite 260  
Cleveland, Ohio 44131-6808  
t: 216-520-0088 | f: 216-520-0044  
dlautar@pepple-waggoner.com

September 17, 2021

**VIA ELECTRONIC MAIL ONLY**

Mr. David O. Heflinger  
Superintendent  
Field Local School District  
2900 State Route 43, Door #5  
Mogadore, OH 44260  
david.heflinger@fieldlocalschools.org

Re: Board Policy Updates  
Our File No. 381-7-15

Dear Mr. Heflinger:

Included with this letter is a revised draft of Board Policy 1.16 – “Public Participation at Board Meetings.” The recommended changes come as a result of the recent decision by the U.S. Sixth Circuit Court of Appeals in Ison v. Madison Loc. Sch. Dist. Bd. of Educ., 3 F.4th 887, (6th Cir. 2021), wherein the Court found that a board policy restricting “abusive” and “personally directed” speech by members of the public at board meetings violated the First Amendment. However, in a footnote to the decision, the Sixth Circuit commented:

\* \* \*

This is not to say that we decide today that regulations guarding against actual ad hominem attacks, even verbal, are not permitted in a limited public forum. Suffice it to say that speaking out in opposition to an idea may be offensive but is easily distinguishable from a personal attack. See Bible Believers v. Wayne County, 805 F.3d 228, 246-47 (6th Cir. 2015) (en banc) (distinguishing between generally offensive statements and “insult or offense” directed specifically at an individual).

\* \* \*

Therefore, in place of the restriction against “abusive” and “personally directed” statements as a grounds for interrupting, warning, or terminating public participation, I have added a restriction against: **“personal attacks, insults, or offenses directed specifically at an individual, which instantly inflict injury or tend to incite an immediate breach of the peace or otherwise constitute unprotected “fighting words” under federal court jurisprudence.”** The “instantly inflict injury or tend to incite an immediate breach of the peace” language comes from the Sixth Circuit’s description of “fighting words” in Bible Believers, which the Court noted is “categorically excluded from First Amendment protection.”

Mr. David O. Heflinger  
September 17, 2021  
Page 2

As behavior at board meetings across the State of Ohio has become more belligerent in recent times, we believe this addition may be of some value to the District.

If you have any comments or questions regarding this policy change, or any of the information contained in this letter, please do not hesitate to contact me.

Very truly yours,



Daniel L. Lautar

DLL/dlm  
Enclosures



### **PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education desires citizens of the District to attend its sessions so that they may become better acquainted with the operation of the schools and so that the Board may have an opportunity to hear the comments, suggestions and concerns of the public. In an effort to inform citizens in advance of matters to be considered at the Board meetings, advance notice of all regular and special meetings will be provided to the community media. Agenda items that are anticipated at the time of the press release for each meeting may be briefly outlined.

Although the public has the right to attend Board meetings, it has no inherent right to participate in the deliberations of the Board without its consent. Speakers may offer such objective criticisms of school operations and programs as concern them. But in public session, the Board will not hear complaints about school personnel nor against any person connected with the school system. Other channels provide for Board consideration and disposition of legitimate complaints involving individual employees of the District.

The President of the Board will recognize persons requesting to be heard. If the topic to be discussed is not on the Board agenda, it will be discussed under public commentary. If the topic is on the agenda, members of the audience desiring to speak must request time. Members of the audience granted time to speak may do so following the introduction of the topic by the President of the Board and then recognition to address the Board.

It is suggested, although not required, that persons or delegates desiring to be heard before the Board regarding topics not on the prepared agenda, notify the Superintendent and/or Board President of the topic no later than seven (7) calendar days in advance of the meeting.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct. Where his/her ruling is disputed, it may be overruled by a majority of those Board members present and voting.

The presiding officer shall be guided by the following rules:

- A. A maximum of thirty (30) minutes of public participation will be permitted at each regular meeting.
- B. Any person wishing to be heard by the Board must register their intentions to participate in the Recognition of Visitors portion of the meeting upon their arrival at the meeting. Completed participation forms shall be presented to the Treasurer and /or Board President before the start of the meeting. Persons speaking are to abide by the rules outlined herein.

- C. Any group appearing before the Board shall select a spokesperson to address the Board. Other members of the group shall not address the Board except with the permission of the presiding officer.
- D. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name and address.
- E. Each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the presiding officer.
- F. All presentations must be done in an orderly fashion and must not impede the meeting, before, during, or after the presentation.
- G. Generally speaking, individuals will be recognized to speak once on a given topic.
- H. All statements shall be directed to the presiding officer; no participant may address or question Board members or administrators, individually.
- I. Public statements on work session topics will not be taken.
- J. Tape or video recordings are permitted. The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment, and must agree to abide by the following conditions:
  - No obstructions are created between the Board and the audience.
  - No interviews are conducted in the meeting room while the Board is in session.
  - No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session and not disrupt the meeting.
- K. The presiding officer has the right and power to control the meeting and may take whatever actions are necessary to ensure an orderly meeting. These actions include:
  - prohibit public comments that are frivolous, repetitive, and/or harassing;
  - interrupt, warn, or terminate a participant's statement when the statement is too lengthy, ~~personally directed, abusive,~~ off-topic, antagonistic,

**obscene, or irrelevant, or statements which constitute personal attacks, insults, or offenses directed specifically at an individual, which instantly inflict injury or tend to incite an immediate breach of the peace or otherwise constitute unprotected “fighting words” under federal court jurisprudence;**

- request any individual to leave the meeting when that person does not observe reasonable decorum;
- request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
- call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
- waive these rules.

Persons not abiding by the rules outlined above will be asked to leave the meeting.

Adopted: August 10, 2015  
Revised: \_\_\_\_\_



**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

**Daniel L. Lautar, Esq.**  
5005 Rockside Road, Suite 260  
Cleveland, Ohio 44131-6808  
t: 216-520-0088 | f: 216-520-0044  
dlautar@pepple-waggoner.com

June 25, 2021

**VIA ELECTRONIC MAIL ONLY**

Mr. David O. Heflinger  
Superintendent  
Field Local School District  
2900 State Route 43, Door #5  
Mogadore, OH 44260  
david.heflinger@fieldlocalschools.org

Re: Board Policy Updates  
Our File No. 381-7-15

Dear Mr. Heflinger:

Included with this letter is a revised draft of Board Policy 6.46 – “Restraint and Seclusion.” Extensive revisions to the Board Policy are necessary to conform with changes made to Section 3301-35-15 of the Ohio Administrative Code by the State Board of Education. The changes took effect on June 24, 2021.

The revised Board Policy establishes a number of new rules that schools must follow with respect to the use of restraint and seclusion, including professional development for staff members, responses to multiple incidents for restraint and seclusion, data collection and reporting, and the establishment of a complaint process for parents. These, and other less substantive revisions all have been incorporated into the revised draft of the Board Policy.

If you have any questions regarding the information contained in this letter or the Board Policy, or would like to speak with one of our attorneys about a special education issue related to restraint or seclusion, please contact our office.

Very truly yours,

Daniel L. Lautar

DLU/dlm  
Enclosures

## RESTRAINT AND SECLUSION

The Board requires the implementation of an evidence-based, school-wide system or framework of non-aversive Positive Behavior Intervention and Supports (“PBIS”) by its employees to address inappropriate behavior by District students. As part of this framework, the District’s educational environments shall be structured to greatly reduce, and in most cases eliminate, the need to use the techniques of restraint or seclusion on District students. The PBIS prevention-oriented framework applies to all students, all staff, and in all settings.

Physical restraint and/or seclusion may only be used by trained District employees, and only when the dangerous behavior of a student creates an immediate risk of physical harm to the student or others and no alternative safe and effective intervention strategy is possible. Further, those techniques must be used in a manner that is age and developmentally appropriate. District employees shall utilize physical restraint and seclusion only in a manner that protects the safety of all children and adults within the District. Practices that do not adhere to the standards and requirements set forth in this policy are prohibited.

### DEFINITIONS

**Aversive Behavioral Interventions:** an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalant or tastes, **or other sensory stimuli such as climate control, lighting, and sound.**

**Behavior Intervention Plan:** a comprehensive plan for managing problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills, and by providing positive behavior intervention and supports and services to address behavior.

**Chemical Restraint:** a drug or medication used to control a student’s behavior or restrict freedom of movement. **Chemical restraint is prohibited by the District in accordance with the Prohibited Practices Section of this policy. Chemical restraint does not apply to a drug or medication that is not:**

- A. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional’s authority under Ohio law, for the standard treatment of a student’s medical or psychiatric condition; and
- B. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional’s authority under Ohio law.

**De-escalation Techniques:** interventions that are used to prevent violent and aggressive behaviors and reduce the intensity of threatening, violent, and disruptive incidents.

**Functional Behavior Assessment:** a school-based process for students with disabilities and students without disabilities that includes the parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment. Consent from the parent and, as appropriate, the child, is to be obtained at the initial Functional Behavior Assessment.

**Mechanical Restraint:**

- A. Any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body by using an appliance or device manufactured for this purpose; but
- B. Does not mean a device used by trained ~~student school~~ personnel, or used by a student, for the specific and approved therapeutic or safety purpose for which the device was designed and, if applicable, prescribed, including:
  - 1. Restraints for medical immobilization;
  - 2. Adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or
  - 3. Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

**Parent:**

- A. A biological or adoptive parent;
- B. A guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the state if the child is a ward of the state);
- C. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
- D. A surrogate parent who has been appointed in accordance with O.A.C. 3301-51-05 (E); or

- E. Any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of a child.

**Physical Escort:** the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

**Physical Restraint:** the use of physical contact in a way that immobilizes or reduces the ability of an individual to move the individual's arms, legs, body, or head freely. Such term does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief physical contact for the following or similar purposes:

- A. To break up a fight;
- B. To knock a weapon away from a student's possession;
- C. To calm or comfort;
- D. To assist a student in completing a task/response if the student does not resist the contact; or
- E. To prevent **imminent risk of injury to the student or others.** ~~an impulsive behavior that threatens the student's immediate safety (e.g. running in front of a car).~~

**Positive Behavior Intervention and Supports:** a multi-tiered, school-wide, behavioral framework developed and implemented for the purpose of improving academic and social outcomes and increasing learning for all students.

- ~~A. A school-wide systematic approach to embed evidence based practices and data-driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students; and~~
- ~~B. Encompasses a range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors to students.~~

**Positive Behavior Intervention and Supports Leadership Team:** the assigned team at the District and building level that plans, coaches, and monitors positive behavior intervention and supports implementation in the District and building. Positive behavior intervention and supports leadership teams may include, but are not limited to, school administrators, teacher representatives across grade levels and programs, staff able to provide behavioral

**expertise, and other representatives identified by the District or school such as bus drivers, food service staff, custodial staff, and paraprofessionals.**

**Prone Restraint:** physical or mechanical restraint while the individual is in the face-down position ~~for an extended period of time.~~

**Seclusion:** the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

**Student:** an individual enrolled in a school district.

**Student Personnel:** teacher, principal, counselor, social worker, school resource officer, teacher's aide, psychologist, bus driver, **related services providers, nursing staff,** or other District staff members who interact directly with students.

**Timeout:** a behavior intervention in which a student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

## **PROFESSIONAL DEVELOPMENT**

**The following are requirements for professional development to be received by student personnel to implement positive behavior intervention and supports on a system-wide basis:**

- A. Occurs at least every three years;**
- B. Provided by a building or District positive behavior intervention and supports leadership team or an appropriate state, regional, or national source in collaboration with the building or District positive behavior intervention and supports leadership team;**
- C. The trained positive behavior intervention and supports leadership team will provide professional development to the school or District in accordance with a District developed positive behavior intervention and supports training plan. The District shall retain records of completion of the professional development; and**
- D. The professional development will include the following topics:**
  - 1. An overview of positive behavior intervention and supports;**



2. **The process for teaching behavioral expectations;**
3. **Data collection;**
4. **Implementation of positive behavior intervention and supports with fidelity;**
5. **Consistent systems of feedback to students for acknowledgment of appropriate behavior and corrections for behavior errors; and**
6. **Consistency in discipline and discipline referrals.**

#### PROHIBITED PRACTICES

The following are prohibited under all circumstances, including emergency safety situations:

- A. Prone restraint as defined in Executive Order 2009-13S;
- B. Corporal punishment, as defined in O.R.C. 3319.41;
- C. Child endangerment as defined in O.R.C. 2919.22;
- D. Seclusion or restraint of preschool students in violation of the provisions of O.A.C. 3301-37-10(~~D~~) and/or O.A.C. 3301-35-15;
- E. The deprivation of basic needs;
- F. Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following techniques:
  1. Using any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
  2. Pinning down with knees to torso, head and/or neck;
  3. Using pressure points, pain compliance and joint manipulation techniques;
  4. Dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
  5. Using other students or untrained staff to assist with the hold or restraint;

6. Securing a student to another student or to a fixed object;
  7. **Otherwise involves techniques that are used to unnecessarily cause pain.**
- G. Mechanical or chemical restraints (~~which does not include devices used by trained school personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, or medication administered as prescribed by a licensed physician~~);
- H. Aversive behavioral interventions; ~~and or~~
- I. Seclusion of students in a locked room.

### RESTRAINT

District employees are expressly prohibited from using the emergency safety intervention techniques of “prone restraint” (physical or mechanical restraint while the student is in the face down position), **which includes any** physical restraint that obstructs the airway of a student, or any physical restraint that impacts a student’s primary mode of communication.

**Student personnel may use physical restraint** ~~may be used only as a last resort and in accordance with this Board policy and O.A.C. 3301-35-15. when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, and only in a manner that is age and developmentally appropriate.~~

**Physical restraint may be used only:**

- A. **If a student’s behavior poses an immediate risk of physical harm to the student or others and no other safe or effective method of intervention is available;**
- B. **If the physical restraint does not obstruct the student’s ability to breathe;**
- C. **If the physical restraint does not interfere with the student’s ability to communicate in the student’s primary language or mode of communication; and**
- D. **By student personnel who are trained in safe restraint techniques, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.**

**Physical restraint may not be used for punishment or discipline or as a substitute for other less restrictive means of assisting a student in regaining control.**

Employees authorized to use the technique of physical restraint must:

- A. Only use those techniques of restraint for which they have been trained and authorized to use.
- B. Be appropriately trained to protect the care, welfare, dignity and safety of the student;
- C. Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- D. Use the least amount of force necessary, for the least amount of time necessary;
- E. Use **communication** ~~verbal~~ strategies and **research-based** de-escalation techniques in an effort to help the student regain control;
- F. Immediately remove the student from physical restraint **or seclusion** when the risk of physical harm to himself/herself or others has dissipated;
- G. Conduct a debriefing with all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- H. Complete all required reports and document all staff observations of the student and submit such material to the District's administrative office.

Following the use of physical restraint, the student should be assessed for injury or psychological distress and monitored as needed following the incident.

If, at any point, the staff assesses that the intervention is insufficient to maintain the safety of all involved, appropriate emergency contacts shall be made according to the District's crisis policy.

If a student repeatedly engages in dangerous behavior that leads to instances of restraint, the District shall conduct a functional behavioral assessment to identify the student's needs and more effective ways to address those needs. If necessary, the functional behavioral assessment will be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

## SECLUSION

Seclusion is a last resort safety intervention that provides an opportunity for the student to regain self-control. Seclusion may be used only **if a student's behavior poses when there is** an immediate risk of physical harm to the student or others and no other safe and effective **method of** intervention is possible. Seclusion shall never be used as a punishment or to force compliance, and should only be used in a manner that is age and developmentally appropriate.

A room or area used for seclusion shall provide for adequate space, lighting, ventilation, clear visibility, and the safety of the student. The room or area used for seclusion shall never be locked, **nor shall it prevent the student from exiting the area should staff become incapacitated or leave the area.** The technique of seclusion shall be used for the least amount of time necessary.

Seclusion shall not be used for:

- A. The convenience of staff;
- B. As a substitute for an educational program;
- C. As a form of discipline or punishment;
- D. As a substitute for less restrictive **means of assisting a student in regaining control alternatives, such that it is reflective of the cognitive, social, and emotional level of the student;**
- E. As a substitute for inadequate staffing;
- F. As a substitute for staff training in PBIS, **supports framework,** and crisis **management prevention and intervention;** or
- G. As a means to coerce, retaliate, or in a manner that endangers a student.

Staff using the technique of seclusion must:

- A. Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- B. Continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- C. Use **communication verbal** strategies and research-based de-escalation techniques in an effort to help the student regain control as quickly as possible;

- D. Remove the student when the immediate risk of physical harm to self or others has dissipated;
- E. Conduct a de-briefing, including all involved staff, to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. Complete all required reports and document all staff observations of the student and submit such material to the District's administrative office.

If, at any point, the staff assesses that the intervention is insufficient to maintain the safety of all involved, appropriate emergency contacts shall be made according to the District's crisis policy.

~~If a student repeatedly engages in dangerous behavior that leads to instances of seclusion, the District shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, a functional assessment will be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.~~

#### **MULTIPLE INCIDENTS OF RESTRAINT AND SECLUSION**

- A. **After the third incident of physical restraint or seclusion in a school year of a student who has been found eligible for special education services or has a 504 plan, the requirements are as follows:**
  - 1. **The student's individualized education program ("IEP") or 504 team will meet within 10 school days of the third incident;**
  - 2. **The IEP or 504 team will consider the need to conduct or develop a functional behavior assessment or behavior intervention plan, or amend an existing functional behavior assessment or behavior intervention plan.**
- B. **For students not described in (A), above, a team, consisting of the parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if not the teacher or administrator already invited), and other appropriate staff members will meet within 10 school days of the third incident to discuss the need to conduct or review a functional behavior assessment and/or develop a behavior intervention plan.**
- C. **Nothing in this section is meant to prevent the completion of a functional behavior assessment or behavior intervention plan for any student who might benefit from these measures, but has fewer than three incidents of**

**restraint or seclusion. The District may still conduct an evaluation or other obligation it determines appropriate under the Individuals with Disabilities Education Act.**

#### TRAINING AND PROFESSIONAL DEVELOPMENT

All student personnel shall be trained annually on the Ohio Department of Education’s policy regarding PBIS and restraint and seclusion, O.A.C. 3301-35-15, and this policy. Such training shall be kept current in accordance with the requirements of the provider of the training. The District shall maintain written or electronic documentation on such training, which shall include a list of all employees who have participated in the training. Further, an adequate number of employees in each building in the District shall be **annually** trained in **evidence-based** crisis management and de-escalation techniques, **as well as the safe use of physical restraint and seclusion. The minimum training requirements are as follows:**

- A. Proactive measures to prevent the use of seclusion or restraint;**
- B. Crisis management;**
- C. Documentation and communication about the restraint or seclusion with appropriate parties;**
- D. The safe use of restraint and seclusion;**
- E. Instruction and accommodation for age and body size diversity;**
- F. Directions for monitoring signs of distress during and following physical control;**
- G. Debriefing practices and procedures;**
- H. Face-to-face training;**
- I. Allow for a simulated experience of administering and receiving physical restraint; and**
- J. Ensure that participants demonstrate proficiency in these minimum training requirements.**

**The District shall maintain written or electronic documentation that includes the following:**

- A. The name, position, and building assignment of each person who has completed training;**

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

The Board of Education (the "Board") of the Field Local School District (the "School District"), Portage County, Ohio, met in regular session on November 15, 2021, at 7:00 p.m., at Field High School, 2900 State Route 43, Mogadore, Ohio 44260, with the following members present:

M. \_\_\_\_\_ introduced the following resolution and moved its passage:

A RESOLUTION APPROVING THE CREATION BY THE TOWNSHIP OF BRIMFIELD OF A TAX INCREMENT FINANCING PROGRAM AND THE GRANTING OF A REAL PROPERTY TAX EXEMPTION FOR THE REAL PROPERTY AFFECTED BY SUCH PROGRAM, AUTHORIZING THE EXECUTION OF A REVENUE SHARING AGREEMENT, AND WAIVING CERTAIN NOTICES IN CONNECTION THEREWITH

WHEREAS, the Township of Brimfield, Ohio (the "Township") has heretofore determined to promote the economic and commercial growth of certain areas of the Township in connection with the proposed development by Maplecrest, LLC or its assigns of Maplecrest West, a project that will consist of constructing approximately 42,000 square feet of additional retail space, approximately 200 multi-family apartment units, and two industrial warehouses that will total approximately 252,000 square feet (the "Development") to expand the retail center that currently exists on the site of the former Maplecrest Golf Course; and

WHEREAS, in connection with the foregoing, the Township has proposed the creation of a tax increment financing program (the "TIF Program") with respect to certain parcels of real property (the "TIF District") on the site of the Development and the granting of a real property tax exemption (as authorized by Ohio Revised Code Section 5709.73) for improvements (the "Private Improvements") to real property located in the TIF District to provide funds to finance certain public infrastructure improvements that directly benefit the Private Improvements (the "Public Infrastructure Improvements"), all as set forth in the resolution attached hereto as Exhibit A (the "TIF Resolution") provided to the School District and scheduled for approval by the Board of Township Trustees on or about the November 17, 2021 or December 1, 2021 meeting of such body; and

WHEREAS, the Township has proposed a compensation arrangement, which would be documented by the execution of an agreement (the "Revenue Sharing Agreement") between the Township and the School District in substantially the form attached hereto as Exhibit B, pursuant to which the School District will receive annual compensation payments to the School District in an amount equal to 27.5% of

the service payments in lieu of taxes received by the Township pursuant to the TIF Resolution for so long as the TIF Program is effective (the "Compensation Payments"); and

WHEREAS, this Board has determined to consent to the Township's proposed adoption of the TIF Resolution, to authorize the execution by the School District of the Revenue Sharing Agreement, and to waive any notices required by the Ohio Revised Code in connection with the adoption of the TIF Resolution provided the conditions set forth in this resolution are met; and

WHEREAS, this Board further understands that the Board of County Commissioners of Portage County, Ohio (the "County") intends under R.C. Section 5709.63 to enter into an enterprise zone area tax abatement agreement (the "EZ Agreement") with respect to the industrial portion of the Development; and

WHEREAS, in accordance with R.C. 5709.63 and 5709.83 the County has requested that the Board waive the notice periods in those sections prior to the EZ Agreement as a condition to the approval of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE FIELD LOCAL SCHOOL DISTRICT, PORTAGE COUNTY, OHIO, THAT:

Section 1. This Board hereby approves the Township's creation of the TIF Program and the granting of a real property tax exemption for 100% of the increase in assessed valuation, for a period of up to 30 years with respect to each parcel within the TIF District, of all parcels of land located in the TIF District (the exemption provided for by the TIF Resolution shall be referred with respect to each parcel as a "TIF Exemption"), subject to the satisfaction of the conditions set forth in the recitals to this resolution, which shall be set forth in the Revenue Sharing Agreement.

Section 2. This Board hereby authorizes the School District to enter into the Revenue Sharing Agreement with the Township, which shall provide that the Township shall pay to the School District the Compensation Payments. The President or Vice President of this Board, the Superintendent of the School District, and the Treasurer of the School District are hereby authorized to execute the Revenue Sharing Agreement on behalf of this Board in the form presented to this Board and attached hereto as Exhibit B with such changes, not materially adverse to the School District, as those officials shall approve, and the execution of the Revenue Sharing Agreement by those officials on behalf of this Board shall be conclusive evidence of such approval.

Section 3. The President or Vice President of this Board and the Superintendent and Treasurer of this School District, or any of them individually, are also authorized to execute and deliver any other agreements, documents or certificates, and take all other actions necessary to accomplish the purposes of this Resolution.

Section 4. Subject to the entering into of the Revenue Sharing Agreement, this Board hereby waives any notice requirements of Ohio Revised Code Sections 5709.73, 5709.83 and 5715.27 with respect to the passage by the Township of the TIF Resolution and the provision of the TIF Exemptions in connection therewith.

Section 5. The Board, pursuant to R.C. Section 5709.83(A), hereby waives the fourteen day notice period with respect to the EZ Agreement.

Section 6. The Treasurer is authorized and directed to promptly certify a copy of this Resolution to the Township.



Section 7. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

M. \_\_\_\_\_ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The resolution passed.

Passed: November 15, 2021

BOARD OF EDUCATION  
FIELD LOCAL SCHOOL DISTRICT  
PORTAGE COUNTY, OHIO

\_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Treasurer

CERTIFICATE

The undersigned Treasurer of the Field Local School District, Portage County, Ohio hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on November 15, 2021.

\_\_\_\_\_  
Treasurer  
Field Local School District,  
Portage County, Ohio

## **REVENUE SHARING AGREEMENT**

This REVENUE SHARING AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021 between the TOWNSHIP OF BRIMFIELD, OHIO (the "Township"), an unincorporated township and existing under the constitution and the laws of the State of Ohio, acting by and through the Brimfield Township Board of Trustees, with its principal offices at 1333 Tallmadge Road, Kent, Ohio 44240, and the FIELD LOCAL SCHOOL DISTRICT (the "School District"), a school district with its principal offices located at 2900 Door #5, State Route 43, Mogadore, Ohio 44260.

### **RECITALS:**

WHEREAS, the Township, under the authority of Section 5709.73 of the Ohio Revised Code, adopted Resolution No. \_\_\_\_\_ (the "TIF Resolution") on \_\_\_\_\_, 2021, and therein designated an area within the area depicted on Exhibit A (the "TIF Area", with the parcels comprising the real property within the TIF Area referred to herein as the "Parcels" and, each individually as a "Parcel"); and

WHEREAS, the Township expects that the owners of the Parcels shall make or cause to be made improvements (each improvement having the meaning as set forth in Section 5709.77 of the Ohio Revised Code and collectively referred to herein as the "Improvements") to the Parcels; and

WHEREAS, the Township expects to make, or cause to be made, the public infrastructure improvements (as described in the TIF Resolution and referred to herein as the "Infrastructure Improvements"), that once made would directly benefit the Parcels; and

WHEREAS, the Township and the School District will derive substantial and significant benefits from the Improvements and the Infrastructure Improvements; and

WHEREAS, prior to the passage of the TIF Resolution, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Resolution and waived any further requirements of Sections 5709.78, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the Township execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for the tax revenue that the School District would have received had the Parcels been improved and not been exempted from taxation, the Township and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the Township and the School District and will improve the health, safety and welfare of the citizens of the Township and the School District.

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties agree to the foregoing and as follows:

Section 1. Township Payments to School District. As consideration for the School District's approval of the TIF Resolution, agreement to waive the application of Section 5709.82 and other agreements herein, for so long an Improvement to any Parcel is exempt from taxation pursuant to the TIF Resolution, the Township hereby agrees to make an annual compensation payment to the School District with respect to each Exemption Year in aggregate amount equal to 27.5% of the Service Payments (the "School District Compensation Payments"). The Township will transmit the School District Compensation Payments to the School District in two semi-annual installments and within thirty (30) days after receipt of Service Payments from the Brimfield Township \_\_\_\_\_ with respect to the Parcels. The Township's obligation to make School District Compensation Payments to the School District under this Section 1(a) shall be limited solely to the Service Payments actually received by the Township with respect to the Parcels and deposited into the TIF Fund.

In accordance with Section 5709.78(C)(2), the Township shall also make annual compensation payments (the "Career Center Compensation Payments") to the Maplewood Career Center at the corresponding rate and under the same terms received by the School District under this Agreement.

As used in this Section 1 , the following terms shall have the following meanings:

"Exemption Year" means each tax year in which Improvements to any Parcel is exempt from taxation pursuant to the TIF Resolution.

"Service Payments" means the service payments in lieu of taxes received by the Township pursuant to the TIF Resolution.

"TIF Fund" means such term as defined in the TIF Resolution.

Section 2. Ohio Revised Code Section 5709.82; No Other Compensation. As consideration for the Township's agreement to make the School District Compensation Payments provided for herein, and for so long as no part of the Parcels includes any residential use, the School District agrees that the Township's exemption of the real property taxes on the Improvements and the Township's tax increment financing, authorized by Sections 5709.78, et seq. of the Ohio Revised Code and with the terms provided for in the TIF Resolution as approved by the School District in its resolution adopted \_\_\_\_\_, 2021, are not subject to the provisions of Section 5709.82 of the Ohio Revised Code, and the School District hereby waives any right to compensation pursuant to Section 5709.82 of the Ohio Revised Code in connection with the exemptions provided for in the TIF Resolution except as provided for herein. In the event that any part of the Parcels includes residential use (including but not limited to actual or zoned residential use), the foregoing waiver shall have no effect.

Section 3. Term of Exemption. Pursuant to Section 2 of the TIF Resolution, the Township declared 100% of the Improvements to be a public purpose and exempt from taxation during the Exemption Period (as defined in the TIF Resolution). The Township hereby agrees that it shall take no action to extend the Exemption Period without prior written approval of the School

District, which approval shall be evidenced by a written amendment to this Agreement authorized by a resolution of the Board of the School District and signed by the Township and the School District.

Section 4. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to this Agreement.

Section 5. Entire Agreement; Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any and all notices of the TIF Resolution, or the exemption from taxation provided for in the TIF Resolution, required by or pursuant to Ohio Revised Code Sections 5709.78, 5709.83 or 5715.27.

Section 6. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Township:                   The Board of Brimfield Township Trustees  
1333 Tallmadge Road,  
Kent, Ohio 44240  
Attention: \_\_\_\_\_

If to the School District:           Field Local School District  
2900 Door #5, State Route 43  
Mogadore, Ohio 44260  
Attention: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 7. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the Township and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the Township and of each such officer, employee or body having authority to perform that duty, specifically and enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

(signatures on following page)

IN WITNESS WHEREOF, the Township and the School District have caused this Revenue Sharing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

**TOWNSHIP OF BRIMFIELD, OHIO**, by  
and through the Brimfield Township Board of  
Trustees

**FIELD LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_, President

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

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

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

By: \_\_\_\_\_  
\_\_\_\_\_, Board Member

By: \_\_\_\_\_  
President, Board of Education

Approved as to form:

By: \_\_\_\_\_  
Law Director, Brimfield Township

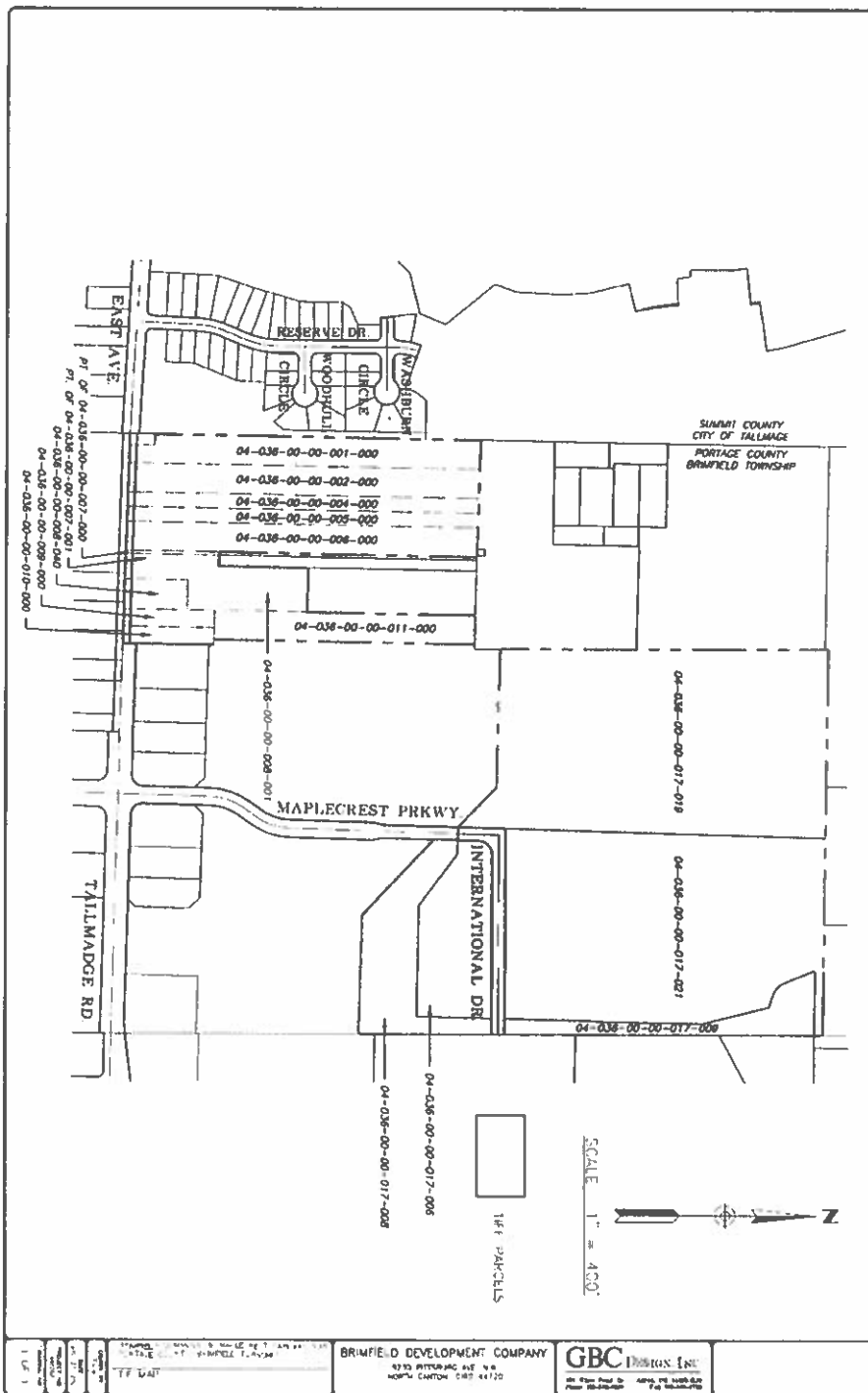
**CERTIFICATE OF FISCAL OFFICER (RC 5705.41) –  
REVENUE SHARING AGREEMENT**

As fiscal officer of Brimfield Township, Ohio, I certify that the amount required to meet the obligation of the Township under the attached Revenue Sharing Agreement during Fiscal Year 20\_\_ has been lawfully appropriated by the Township for such purpose and is in the School District treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_, Brimfield Township

EXHIBIT A  
 DEPICTION OF TIF AREA



PROJECT: BRIMFIELD DEVELOPMENT COMPANY  
 DATE: 11/11/10  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 SCALE: AS SHOWN  
 SHEET NO. 1 OF 1

BRIMFIELD DEVELOPMENT COMPANY  
 4730 PITTSBURGH AVE. S.W.  
 NORTH CANTON, OHIO 44720

**GBC DESIGN INC.**  
 4000 STATE ST. S.W. #200  
 CANTON, OHIO 44705  
 PHONE: 330.450.1234 FAX: 330.450.1235



**WHEREAS**, the Maplecrest TIF shall include the entirety of the certain parcels of real property located in the Township, as identified and depicted in the documents (Parcel List & Map) attached hereto as **Exhibit “A”** and incorporated herein by reference (with each current parcel of such real property, as the same may be split, combined or reconfigured from time to time, is referred to herein individually as a “TIF Parcel” and collectively as the “TIF Parcels”);

**WHEREAS**, the Township Board of Trustees has determined that it is necessary and appropriate and in the best interest of the Township and its residents to exempt from real property taxation on all nonresidential development on the TIF Parcels for a period of not more than thirty (30) years for each TIF Parcel in the Maplecrest TIF. Annual service payments in lieu of taxes (“Service Payments”) will be made with respect to new private nonresidential development on the TIF Parcels. The applicable portion of those service payments will be distributed directly to the School Districts and the Township, with the remaining non-school and non-Township portion of those Service Payments to be used to reimburse the Brimfield Development Company (“BDC”) for the public infrastructure improvements benefiting the TIF Parcels. The Township desires to authorize a tax exemption, as permitted and provided in R.C. § 5709.73, of one hundred percent (100%) of the Improvement to each TIF Parcel for up to thirty (30) years for each TIF Parcel (“TIF Exemption”), with said thirty (30) year term to commence for each TIF Parcel with the first tax year that begins after the effective date of this Resolution and in which an “Improvement” (as defined in Section 1) to that TIF Parcel first appears on the tax duplicate of real property for the TIF Parcel, and to simultaneously direct and require the current and future owner(s) of each TIF Parcel (each such owner individually, an “Owner,” and collectively, the “Owners”) to make annual Service Payments (as later defined in Section 2 of this Resolution) in lieu of real property tax payments, in the same amount as they would have made real property tax payments except for the exemption provided by this Resolution; provided that the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvement pursuant to Section 140.08 or Sections 5709.12 and 5709.121 or under Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code;

**WHEREAS**, the Township has determined that an amount equal to twenty-seven and one-half percent (27.5%) of the annual Service Payments, as defined below, shall be paid to the Field Local School District, with the Maplewood Career Center receiving a portion of the Service Payments as required by R.C. § 5709.73, and the Township and School District have agreed to enter into a Revenue Sharing Agreement with respect to the property exempted pursuant to R.C. § 5709.73 reflecting the same, and as such this Board desires to authorize such Revenue Sharing Agreement between the Township and the School District;

**WHEREAS**, the Township has caused notice to be given to the Field Local School District as well as the Maplewood Career Center and their respective boards of education (collectively “School District”) of this Resolution and the Township’s consideration of this Resolution for adoption as required by R.C. §§ 5709.73 and 5703.83;

**WHEREAS**, the School District has approved the tax increment financing and exemption from real property taxation for a period up to thirty (30) years for each TIF Parcel, and has waived, via resolution, any rights to the forty-five (45) business-days notice or remainder

thereof, and any notices required under R.C. §§ 5709.73 and 5709.83, prior to the adoption of this Resolution;

**WHEREAS**, pursuant to R.C. § 5709.75, this Board of Trustees has determined to establish a Township public improvement tax increment equivalent fund in which there shall be deposited the Service Payments distributed to the Township as provided herein;

**WHEREAS**, the Board of Trustees has determined to provide for the construction of the public infrastructure improvements as described in the document attached hereto as **Exhibit “B”** and incorporated herein by reference (the “Public Infrastructure Improvements”), which serve a public purpose and which, once made, will directly benefit the TIF Parcels;

**WHEREAS**, the Township and BDC will need and require funds beyond what are presently available in order to complete construction of public infrastructure improvements deemed necessary to facilitate complete industrial development and job creation at BC Industrial Park as further described in the form of Tax Increment Financing Agreement (Maplecrest Project) on file with the Township Trustees (the “TIF Agreement”);

**WHEREAS**, this Board desires to authorize the proper Township officials, including the Acting Township Administrator and Fiscal Officer, to take all necessary action and enter into a TIF Agreement with BDC whereby BDC may be able to obtain reimbursement or payment for its expenditures on Public Infrastructure Improvements on the BDC Industrial Park industrial development site pursuant to R.C. Chapter 5709; and

**WHEREAS**, no funding is required for this legislation. The Township is foregoing real property tax revenue that it would have received with respect to development on the TIF Parcels except as provided in Section 4 of this Resolution. Instead, the non-school and non-joint fire portion of that revenue will be used to reimburse BDC for public infrastructure improvements benefiting the TIF Parcels until BDC is fully reimbursed pursuant to the terms of the TIF Agreement, and thereafter for such purposes as may be approved by the Township Trustees.

**NOW, THEREFORE, BE IT RESOLVED** by the Trustees of Brimfield Township, County of Portage and State of Ohio, that:

**Section 1. Authorization of Tax Exemption.** Pursuant to and in accordance with the provisions of Section 5709.73 of the Ohio Revised Code, the Board of Trustees hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each TIF Parcel subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in Section 5709.73 of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Resolution and in which an Improvement due to the completion of a new building improvement on that TIF Parcel first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (a) a thirty (30) years or (b) the date on which the Township can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

This Resolution allows for the TIF Exemption to commence in different tax years on a parcel-by-parcel basis, with a separate TIF Exemption term specified for each TIF Parcel.

The TIF Exemption granted pursuant to this Section 1 and the payment obligations established pursuant to Section 2 of this Resolution are subject and subordinate to any tax exemption applicable to the Improvement pursuant to Section 140.08 or Sections 5709.12 and 5709.121 or under Sections 3735.65 through 3735.70 or 5709.61 through 5709.69 of the Ohio Revised Code.

**Section 2.** **Service Payments and Property Tax Rollback Payments.** Subject to any tax exemption applicable to the Improvement pursuant to R.C. § 5709.12 or under R.C. §§ 3735.65 through 3735.70 or 5709.61 through 5709.69, and pursuant to R.C. § 5709.73, this Board of Trustees hereby directs and requires the Owner of each TIF Parcel it owns to make annual Service Payments (as defined herein) in lieu of taxes with respect to the Improvement allocable thereto to the Portage County Treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code (collectively, the “Service Payments”), shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 1 of this Resolution. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), shall be allocated and distributed in accordance with Section 4 of this Resolution. The Board of Trustees further hereby authorizes and directs appropriate officers of the Township to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications.

**Section 3.** **Tax Increment Equivalent Fund.** This Board of Trustees hereby establishes, pursuant to and in accordance with the provisions of R.C. § 5709.73, the Maplewood Township Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”), into which the County Treasurer shall deposit the Service Payments collected from the TIF Parcels. That TIF Fund shall be maintained in the custody of the Township and shall receive the distributions to be made to the Township pursuant to this Resolution. Those Service Payments and Property Tax Rollback Payments received by the Township with respect to the Improvement of each TIF Parcel and so deposited pursuant to Sections 5709.73 and 5709.74 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes and this Resolution. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any surplus funds remaining therein transferred to the Township’s General Fund, all in accordance with Section 5709.75 of the Ohio Revised Code.

**Section 4.** **Distribution of Funds.** Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments to the

Township for deposit into the TIF Fund. Amounts deposited into the TIF Fund shall be distributed as follows:

- (i) to the Field Local School District, an amount equal to twenty-seven and one-half percent (27.5%) of the annual Service Payments;
- (ii) to the Maplewood Career Center, the amount required by R.C. § 5709.73;
- (iii) to the Township, an amount equal to five percent (5.0%) of the annual Service Payments to fund fire services or other services as this Board shall determine and as permitted by R.C. Chapter 5709;
- (iv) to BDC until fully repaid pursuant to the terms of the TIF Agreement, all remaining amounts for payment of costs of the Public Infrastructure Improvements.

All distributions required under this Section 4 are requested to be made at the same time and in the same manner as real property tax distributions.

**Section 5. Public Infrastructure Improvements.** This Board of Trustees hereby designates the Public Infrastructure Improvements described in “**Exhibit B,**” and any other public infrastructure improvements hereafter designated by resolution as public infrastructure improvements, as public infrastructure improvements made, to be made or in the process of being made by the Township and/or its instrumentality, that directly benefit, or that once made will directly benefit, the TIF Parcels.

**Section 6. Revenue Sharing Agreement.** The form of the Revenue Sharing Agreement presently on file with the Township Fiscal Officer providing for, among other things, payments to the Field Local School District, together with any completions, changes or amendments thereto as the Township Trustees may approve as being in the best interest of or not substantially adverse to the Township, and which are not inconsistent with this Resolution, is hereby approved. Such completions, changes or amendments, and the character of those completions, changes or amendments as being in the best interest of or not being substantially adverse to the Township, will be evidenced conclusively by the Township Trustees’ execution of the Revenue Sharing Agreement and any amendments thereto.

**Section 7. Tax Increment Financing Agreement.** The Tax Increment Financing Agreement (the “**TIF Agreement**”) in substantially the form attached to this Resolution, providing for, among other things, the reimbursement of BDC or its designee of costs of Public Infrastructure Improvements, is hereby approved. The Township Trustees, for and in the name of the Township, are hereby authorized to execute and deliver the TIF Agreement in substantially that form, together with any completions, changes or amendments thereto as the Township Trustees may approve as being in the best interest of or not substantially adverse to the Township. The approval of those completions, changes or amendments, and the character of those completions, changes or

amendments as being in the best interest of or not being substantially adverse to the Township, will be evidenced conclusively by the Township Trustee's execution of the TIF Agreement.

**Section 8. Reimbursement Obligation.** The reimbursement obligation to BDC for costs of the acquisition, design and construction of the Public Infrastructure Improvements pursuant to the TIF Agreement (the "Reimbursement Obligation") constitutes a special obligation of the Township and is payable solely from service payments deposited into the TIF Fund. All such service payments hereafter deposited into the TIF Fund except those required to be paid to the School Districts or the Township pursuant to Section 4 are pledged for payment of the Reimbursement Obligation. No other funds are pledged for the payment of the Reimbursement Obligation, and neither BDC nor any other beneficiary of the Reimbursement Obligation has a right to have taxes levied for the payment of the Reimbursement Obligation. All money hereafter deposited in that TIF Fund except money required to be paid to the School Districts or the Township pursuant to Section 4 is hereby appropriated to pay the Reimbursement Obligation as set forth in the TIF Agreement, and the Fiscal Officer is hereby authorized to make payments in satisfaction of the Reimbursement Obligation to BDC or its designee in accordance with the TIF Agreement.

**Section 9. Further Authorizations.** The Board of Trustees ratifies the delivery of the notice of this Resolution to the School Districts and hereby authorizes and directs the Fiscal Officer or other appropriate officers of the Township to make such arrangements as are necessary and proper for collection from the Owners of the Service Payments. The Board of Trustees further authorizes that any Township Trustee or the Fiscal Officer is authorized to execute such other agreements and instruments and to take all actions necessary to implement this Resolution.

**Section 10. Filings with Ohio Department of Development.** Pursuant to R.C. § 5709.73(I), the Township Fiscal Officer is hereby directed to deliver a copy of this Resolution to the Director of Development of the State of Ohio within fifteen (15) days after its effective date. Further, on or before March 31 of each year the exemption set forth in Section 1 of this Resolution remains in effect, the Fiscal Officer or other officer of the Township shall prepare and submit to the Director of Development of the State of Ohio the status report required by R.C. § 5709.73(I).

**Section 11. Tax Incentive Review by Township Board of Trustees.** The applicable Tax Incentive Review Council shall review annually all exemptions from taxation resulting from the declarations set forth in this Resolution in accordance with R.C. § 5709.85.

**Section 12. Preamble Provisions.** The terms set forth in the preambles shall be construed as integral parts of this Resolution.

**Section 13. Open Meeting.** It is found and determined that all formal actions of the Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 14. Effective Date.** This Resolution shall take effect upon adoption by the Board of Trustees or after the earliest period allowed by law.

Motion to pass was made by Trustee \_\_\_\_\_, second by Trustee \_\_\_\_\_, and the vote upon roll being called on the question of its adoption was as follows:

Nicholas Coia: \_\_\_\_\_  
Mike Kostensky: \_\_\_\_\_  
Sue Fields: \_\_\_\_\_

Reading Date(s): \_\_\_\_\_

TRUSTEE: \_\_\_\_\_  
Nic Coia

TRUSTEE: \_\_\_\_\_  
Sue Fields

TRUSTEE: \_\_\_\_\_  
Mike Kostensky

**CERTIFICATE**

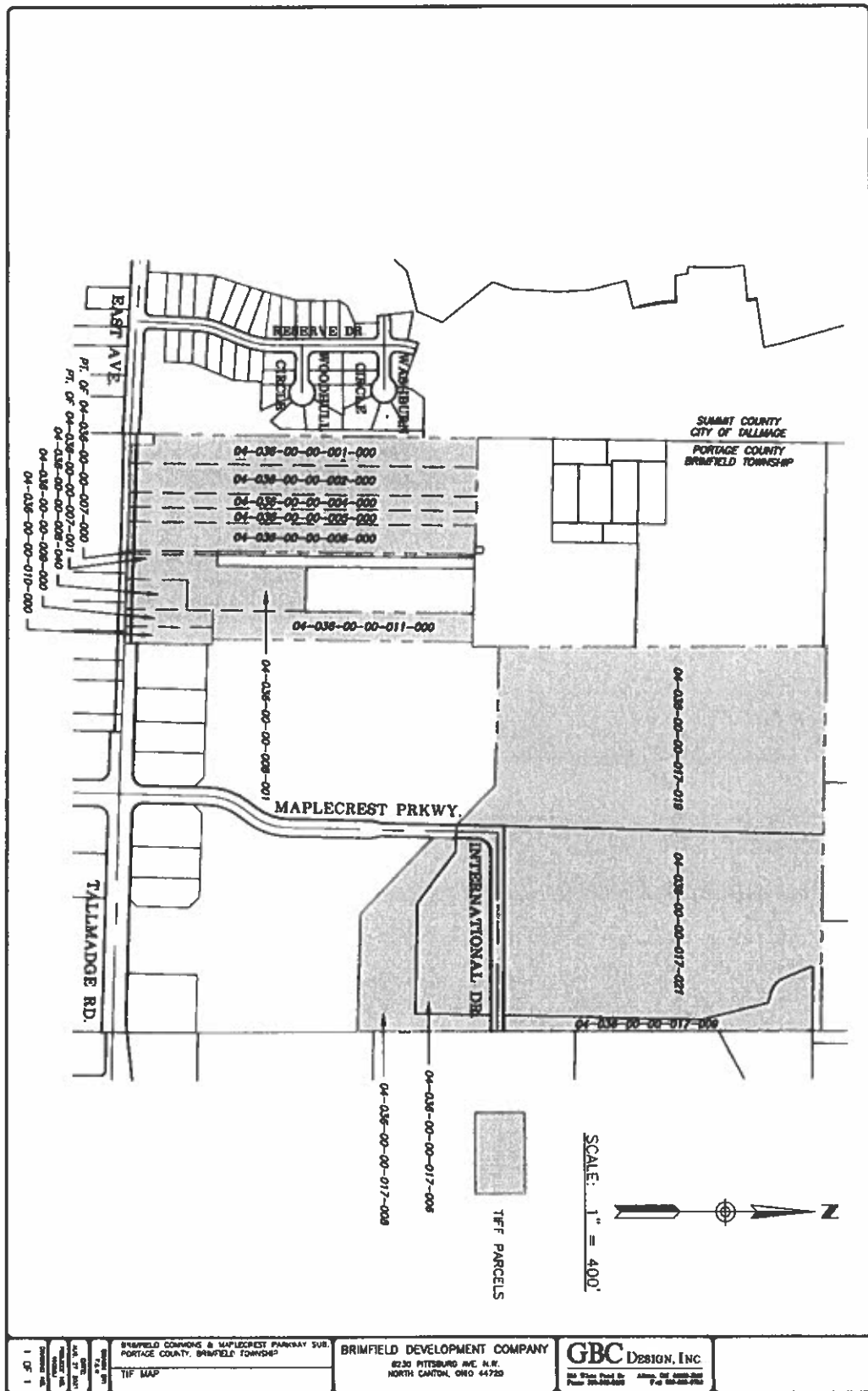
State of Ohio, Portage County

I, the undersigned Fiscal Officer of Brimfield Township, Portage County, Ohio, certify that the foregoing Resolution No. 2021-\_\_\_\_\_ is taken and copied from the record of proceedings of the Township, and that it has been compared by me with the resolution on the record and is a true copy.

Date \_\_\_\_\_, 2021

\_\_\_\_\_  
Brimfield Township Fiscal Officer

EXHIBIT A



1 OF 1 DATE: 04/28/2021 DRAWN BY: [Name] CHECKED BY: [Name]	BRIMFIELD COMMONS & MAPLECREST PARKWAY SUB. PORTAGE COUNTY, BRIMFIELD TOWNSHIP TIF MAP	BRIMFIELD DEVELOPMENT COMPANY 6230 PITTSBURGH AVE. N.E. NORTH CANTON, OHIO 44720	GBC DESIGN, INC. 64 State Road Dr. Plain 70-202-0000 Altus, OH 43002-2000 Fax 608-25-0700
	BRIMFIELD COMMONS & MAPLECREST PARKWAY SUB. PORTAGE COUNTY, BRIMFIELD TOWNSHIP		

EXHIBIT B  
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(8) and that directly benefits the TIF Parcels and specifically include, but are not limited to, the improvements described in the TIF Agreement and any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.