



Mary Ann Nowak <maryann.nowak@clearviewschools.org>

GovDeals Seller's Certificate: 24-0315191210-7199

1 message


ClientServices@govdeals.com <ClientServices@govdeals.com>
 To: mary-ann.nowak@clearviewschools.org

Fri, Mar 15, 2019 at 12:11 PM

Congratulations, Clearview Local School District, OH has sold another item on the GovDeals Auction Server.

BUYER (#372096)	
Name:	Freddy Gonzalez
Company:	Aero Snow Removal LLC
Title To:	Aero Snow Removal LLC
Phone:	516-944-3100
Fax:	516-767-9200
Email:	jjankowski@aerosnow.com
Address:	165 Cantiague Rock Rd Westbury, NY 11590

SELLER (#7199)	
Agency:	Clearview Local School District, OH
Contact:	Mary Ann Nowak
Phone:	440-233-5412
Email:	mary-ann.nowak@ clearviewschools.org
Address:	4700 Broadway Lorain, OH 44052-5542

ITEM INFORMATION FOR ASSET ID: 24			
Item:	Dump Truck 		
Pick Up Location:	4700 Broadway, Lorain, OH 44052-5542		
Inventory ID:	24	Account ID:	7199
Condition:	Used/See Description	Quantity:	1 each
Make/Brand:	International	Model:	4400 SBA LP 4X2
VIN/Serial:	1HTMRAAL02H552871	Model Year:	2002
Meter:	34,510 Miles	Title Restrictions:	Not Applicable

Date	Item		Amount
03/15/2019 12:10 PM	Dump Truck		\$25,000.00
	Tax	None	\$0.00
	Buyer's Premium	12.50%	\$3,125.00
		Total	\$28,125.00

Payment Instructions:

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT MUST BE MADE ONLINE - To make an online payment, log into your GovDeals account and select My Bids. Please follow the instructions there. Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. **NO CASH, CHECKS, OR MONEY ORDER WILL BE ACCEPTED!**

PAYMENT MUST BE MADE ONLINE -- To make online payment, log into your GovDeals account and select 'My Bids'. Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please see the contact below for any questions.

Removal Instructions:

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate. Removals are during normal school operating hours.

Special Instructions:

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals **WILL BE LOCKED.**

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Clearview Local School District, OH makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Description:

2002 International model 4400 SBA LP 4X2, with DT466 E engine, electronic controlled automatic transmission, 10 foot snow plow, electro-hydraulic power take off. Henderson dump bed model 9 X UB X 241, Warren salt spreader, model AC-2420A 5.6 yard capacity. Truck tires are almost new, brakes are approx 2 years old, batteries are good.

It should be noted that there is an internal coolant leak.

MANAGED PRINT SERVICES PROGRAM

CUSTOMER INFORMATION		Date: 3/13/19	Location: 4700 Broadway	
Customer: Clearview Local Schools		Account No. 2111700		
Street: 4700 Broadway		Mono Base Rate or CPP: ADDENDUM	Billed: Monthly	
City: Lorain	State: Oh	ZIP: 44052	Color Base Rate or CPP: ADDENDUM	Billed: Monthly
Contact: Mary Ann Nowak		Agreement Term: 36	Months	

Your Managed Print Services Agreement with MT Business Technologies includes coverage for maintenance (from 8 a.m. to 5 p.m. local time), except weekends and holidays ("Regular Service Hours"), inspection, adjustment and parts replacement for proper operation, and toner for covered equipment.

Following is an outline of service and support parameters.

Fit For Service. A Fit For Service Evaluation will be performed on your equipment to insure it meets specifications for supply levels and serviceability. The evaluation includes but is not limited to; lifetime meter, serial number integrity, error messages and supply levels verification.

Beginning Toner and Maintenance Kit Levels. Toner and Consumables levels must be at 25% level or higher to begin the Program. On any devices below that level, you will need to provide the supply item from your own existing inventory or purchase outright. Upon request, MT Business Technologies will provide required supplies at significantly discounted prices. Supplies or service for this equipment will not be provided at no charge until the toner and consumables are brought to the appropriate levels. **Toner with Identification labels.** All equipment capable of using toner and consumables supplied by MT Business Technologies must be inventoried in the implementation process. Each toner cartridge provided for covered equipment will be labeled with the ID# of the intended device. Toner that is utilized in an unintended device may generate an invoice if the device is not covered under the Managed Print Agreement.

Lost or Misplaced Toner. MT Business Technologies is not responsible for toner that is lost or misplaced at your facility. The UPS or FedEx tracking will validate shipments have been received. Requests for replacement may be subject to additional charges.

Back Up Toner. If you currently have back up toner on hand for your printers, you will continue to maintain this inventory as replacement toner is shipped automatically when levels run low. Should you require additional toner outside of what is shipped automatically, additional charges may apply.

Definition of Services Provided. MT Business Technologies will perform break/fix repairs involving worn equipment components that have failed during ordinary use of the equipment under normal operating conditions (trays, covers, accessories, glass parts and power cords are not covered). This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water, power surges or natural disasters. This agreement does not cover Machine installation, network setup or features and parts not supplied by the original manufacturer.

End of Life. HP and other Manufacturer's typically guarantee parts availability for seven (7) years after the model's introduction date. When the equipment becomes of advanced age, its usage exceeds manufacturer's specifications, and cannot be maintained in good working order through MT's routine preventive maintenance service, the device may be deemed as non-repairable. When a device is no longer able to be supported, MT Business Technologies will provide purchase recommendations for device replacement.

Toner Only Coverage. As devices age, parts used for repairs become limited. Additionally, models that are marketed for single users (not workgroup) may not be designed for break/fix service and are considered disposable. These devices will be categorized as Toner Only Coverage. MT Business Technologies will provide applicable toner, but no service or parts. If a service issue arises, MT Business Technologies will recommend replacement or elimination of the device.

Response Time. MT Business Technologies will respond to service requests within 8 (eight) business hours. *Customers may call our customer care center 8:00AM to 5:00 PM Eastern Time or log on to My Printer Manager web portal 24 hours a day, 7 days a week to enter a service request.*

Authorized Maintenance Providers. MT Business Technologies may authorize approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the equipment outside of MT's service territory.

Additional Equipment. It is important that you notify MT Business Technologies promptly upon installing any additional equipment at your site capable of using MT supplied toner and consumables. Additionally, ID# labels are nontransferable from one printer to another.

Page Coverage. Toner and consumables (i.e. Maintenance Kits, Fusers, etc.) will be provided for average production of pages up to 5% coverage on mono devices and 20% total additive page coverage on color pages. Supplies required for average production in excess of the 5% (mono) and 20% (color) page coverage will be invoiced separately.

You Grant Permission to Install and Maintain Meter Management Software. MT Business Technologies provides software that enables meter collection and toner management for your equipment. Under no circumstances will the meter collection software provide MT Business Technologies with access to your proprietary information other than data directly related to this Agreement. You agree to not delete or remove the software or to alter, modify or otherwise render it unusable during the term of this Agreement. If you disagree, MT Business Technologies retains the right to charge the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.

Software. Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.

Software/Hardware. Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user.

Customer Initial

Initial: **X**

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

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

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. SOFTWARE SUPPORT. Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

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

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

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

11. NOTICES: All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.

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

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

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

CUSTOMER APPROVAL

MT BUSINESS TECHNOLOGIES

Signature: X

Print Name: _____

X

Date: _____

Clearview Local Schools

MANAGED PRINT SERVICES AGREEMENT - NETWORKED PRINTERS

MODEL	PRINTING MODEL AGE	SERIAL NUMBER	ASSET NUMBER	IP ADDRESS	LOCATION 1	LOCATION 2	TONER TYPE	SERVICE LEVEL	Current Page Count MOND	Current Page Count CAP	AVERAGE MONTHLY VOLUME (INDUS)	AVERAGE MONTHLY VOLUME (SCHOOL)	PRICE PER PAGE (INDUS)	PRICE PER PAGE (SCHOOL)	ESTIMATED MONTHLY UP FND
HP LASERJET 2400N	10 YEARS	US9M11576	TH3582	10.15.10.251	BOE	BACK COUNTER	COMPATIBLE	TONER ONLY	121740	3009	6	50.009	\$0.016	\$1.05	
HP LASERJET 2400N	15 YEARS	CH0187605	TH3577	10.15.30.250	DUBLING MIDDLE SCHOOL	ROOM 120 LAB	COMPATIBLE	FULL SERVICE	35653	50.016	428	\$0.016	\$0.016	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B0707	10.15.30.250	DUBLING MIDDLE SCHOOL	BOARD HALLWAY	COMPATIBLE	FULL SERVICE	190665	50.017	2813	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	V2000	10.15.30.246	DUBLING MIDDLE SCHOOL	7TH & 8TH HALLWAY	COMPATIBLE	FULL SERVICE	760438	50.017	6052	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	X1814	10.15.30.247	DUBLING MIDDLE SCHOOL	ROOM 108	COMPATIBLE	FULL SERVICE	163001	50.017	2550	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	Y2566	10.15.30.248	DUBLING MIDDLE SCHOOL	SCIENCE HALLWAY	COMPATIBLE	FULL SERVICE	190044	50.017	5483	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	V2567	10.15.30.249	DUBLING MIDDLE SCHOOL	5TH & 6TH HALLWAY	COMPATIBLE	FULL SERVICE	187599	50.017	3514	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	X2607	10.15.1.221	HIGH SCHOOL	ROOM 106	COMPATIBLE	FULL SERVICE	241672	50.021	260	\$0.021	\$0.021	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	Z7804	10.15.1.221	HIGH SCHOOL	ROOM 111	COMPATIBLE	FULL SERVICE	3828	50.021	382	\$0.021	\$0.021	\$1.05	
HP LASERJET P1505	7 YEARS	VH0C11310	V4312	10.15.1.248	HIGH SCHOOL	ROOM 111	COMPATIBLE	FULL SERVICE	6512	50.021	286	\$0.021	\$0.021	\$1.05	
HP LASERJET P1505	7 YEARS	VH0C11310	Y1106	10.15.1.248	HIGH SCHOOL	ROOM 111	COMPATIBLE	FULL SERVICE	5423	50.021	286	\$0.021	\$0.021	\$1.05	
HP LASERJET P1505	4 YEARS	VH0C11310	Z4495	10.15.1.55	HIGH SCHOOL	ROOM 282	CEM	FULL SERVICE	18756	50.052	28	\$0.052	\$0.052	\$1.05	
HP LASERJET P1505	4 YEARS	VH0C11310	Z8334	10.15.1.55	HIGH SCHOOL	ROOM 111	COMPATIBLE	FULL SERVICE	50260	50.006	35	\$0.006	\$0.006	\$1.05	
DELL E1200	15 YEARS	0877164914	TH3700	10.15.1.222	HIGH SCHOOL	URINARY	COMPATIBLE	TONER ONLY	18724	50.009	118	\$0.009	\$0.009	\$1.05	
DELL E1200	15 YEARS	7928197	TH3554	10.15.1.222	HIGH SCHOOL	URINARY	COMPATIBLE	TONER ONLY	50260	50.006	118	\$0.006	\$0.006	\$1.05	
HP LASERJET P1505	10 YEARS	5046010278A	X0077	10.15.1.248	HIGH SCHOOL	OFFICE - BACK COUNTER	COMPATIBLE	TONER ONLY	24651	50.006	19	\$0.006	\$0.006	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B0841	10.15.3.353	HIGH SCHOOL	ROOM 280	COMPATIBLE	FULL SERVICE	1284	50.054	78	\$0.054	\$0.054	\$1.05	
HP LASERJET P1505	15 YEARS	CH0187605	X0004	10.15.10.67	MAINTENANCE BUILDING	ROOM 120	COMPATIBLE	FULL SERVICE	25885	50.016	285	\$0.016	\$0.016	\$1.05	
HP LASERJET P1505	15 YEARS	US9M11576	X0549	10.15.30.253	VINCENT ELEMENTARY	ROOM 120	COMPATIBLE	FULL SERVICE	43720	50.016	2519	\$0.016	\$0.016	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B0706	10.15.30.228	VINCENT ELEMENTARY	ROOM 119	COMPATIBLE	FULL SERVICE	39033	50.013	291	\$0.013	\$0.013	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B4564	10.15.30.225	VINCENT ELEMENTARY	ROOM 106	COMPATIBLE	FULL SERVICE	19315	50.017	3458	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	X0342	10.15.30.223	VINCENT ELEMENTARY	ROOM 106	COMPATIBLE	FULL SERVICE	370819	50.017	3417	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B0559	10.15.30.223	VINCENT ELEMENTARY	ROOM 121	COMPATIBLE	FULL SERVICE	368177	50.017	2896	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	B0527	10.15.30.224	VINCENT ELEMENTARY	ROOM 121	COMPATIBLE	FULL SERVICE	27195	50.017	2166	\$0.017	\$0.017	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	U7195	10.15.30.229	VINCENT ELEMENTARY	ROOM 127	COMPATIBLE	FULL SERVICE	81650	50.016	3164	\$0.016	\$0.016	\$1.05	
HP LASERJET P1505	10 YEARS	VH0C11310	U7195	10.15.30.229	VINCENT ELEMENTARY	INMUN OFFICE	CEM	FULL SERVICE	81650	50.016	3164	\$0.016	\$0.016	\$1.05	

Customer Signature: _____

Date: _____

Meter Collection Method for devices prior to network date:
 Meters will report automatically to MT Business for networked printers. Toner will auto-ship for networked printers.

Contact Name: Mary Ann Howak
 Contact Email: mary.ann.howak@clearviewcschools.org
 Contact Phone: 440-233-6412



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-SERIES 2018 F450 4X4 CHAS/C
SD 6.7L POWER STROKE V8 DIESEL
 6-SPEED AUTO TRANS

VIN 1FDUF4HT2JE C48918

Exterior
 OXFORD WHITE
Interior
 MEDIUM EARTH GRAY VINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . GRILLE - BLACK
- . ROOF CLEARANCE LIGHTS
- . TRAILER SWAY CONTROL
- . WIPERS- INTERMITTENT

INTERIOR

- . BLACK VINYL FLOOR COVERING
- . PARTICULATE AIR FILTER
- . UPFITTER SWITCHES

FUNCTIONAL

- . BRAKING SYSTEM
- . JEWEL EFFECT HEADLAMPS
- . MONO BEAM COIL SPRING FRT
- . STABILIZER BAR, FRONT/REAR

SAFETY/SECURITY

- . BELT-MINDER CHIME
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

- . GLASS - SOLAR-TINTED
- . HEADLAMPS -WIPER ACTIVATED
- . TOW HOOKS
- . TRAILER TOW WIRE HARNESS
- . AIR COND. MANUAL FRONT
- . OUTSIDE TEMP DISPLAY
- . TILT/TELESCOPE STR COLUMN
- . VINYL SUN VISORS
- . 4-WHEEL ANTI-LOCK DISC
- . HILL START ASSIST
- . MANUAL LOCKING HUBS
- . SUSPENSION W/STAB BAR
- . ADVANCETRAC WITH RSC
- . SOS POST CRASH ALERT SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN

Price Information
STANDARD VEHICLE PRICE

MSRP
\$41,110

Optional Equipment

- 2018 MODEL YEAR
- OXFORD WHITE
- MEDIUM EARTH GRAY VINYL
- PREFERRED EQUIPMENT
- PKG.650A
- .XL TRIM
- .AIR CONDITIONING - CFC FREE
- 6.7L POWER STROKE V8 DIESEL 9,010
- 6-SPEED AUTO TRANS
- 225/70R19.5G TRACTION 190
- 4.30 RATIO LIMITED SLIP AXLE 360
- POWER EQUIPMENT GROUP 915
- TELESCPNG TT MIRR-POWR/HTD
- XL DECOR PACKAGE
- PLATFORM RUNNING BOARDS 320
- LESS TIRE INFLATION MONITOR
- 16500# GVWR PACKAGE
- ELECTRONIC SHIFT ON THE FLY 185
- ENGINE BLOCK HEATER 90
- 50 STATE EMISSIONS
- SNOW PLOW PACKAGE 185
- JOB #1 ORDER
- SPARE TIRE AND WHEEL DELETE -85
- TRAILER BRAKE CONTROLLER 270
- HIGH CAPACITY TRAILER TOW 580
- PKG
- CENTER HIGH MOUNT STOP LAMP
- JACK 55
- CLEAN IDLE DECAL
- DUAL ALTERNATORS
- SYNC VOICE ACTIVATED 365
- SYSTEMS
- DAYTIME RUNNING LIGHTS 45
- XL VALUE PACKAGE 720
- .CRUISE CONTROL
- .AM/FM STEREO CD/CLK

TOTAL VEHICLE & OPTIONS 54,315
 DESTINATION & DELIVERY 1,495

TOTAL MSRP \$55,810

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

**PLUS ELECTRIC DUMP
 9.5 WESTERN V-PLOW
 STAINLESS STEEL SPREADER
 YOUR TOTAL BID PRICE IS
 ONLY \$66,764.00**

CITY MPG
0
HIGHWAY
MPG
0

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.

CLEARVIEW LOCAL SCHOOLS

"Setting Sail for Excellence"

Office of Superintendent
Mr. Jerome M. Davis
e-mail: Jerome.Davis@clearviewschools.org
(440)233-5412

Office of Treasurer
Mrs. MaryAnn Nowak
e-mail: MaryAnn.Nowak@clearviewschools.org
(440)233-5412
Central Office Fax: (440)233-6034

March 14, 2019

Connect/North Coast Council
1885 Lake Avenue
Elyria, Ohio 44035

Dear Connect/North Coast Council:

This letter will confirm our decision to purchase up to \$38,318.00 of Cat 2, Internal Connections from your company for the 07/01/2019 to 09/30/2020 E-rate funding year as specified in the attached specifications and price quotations. If this is a contract for Internal Connections or other non-recurring services, it shall have an end date of 9/30/2020; for all other services the end date shall be 6/30/2020.

This agreement is effective the date above-written and is contingent on the following conditions:

1. Contract confirmation by the Applicant's governing board, if required;
2. Governing board's appropriation of funds; and
3. At Applicant's option, award and acceptance of FY2019 E-rate funding.

This written acceptance of your proposal constitutes an agreement between us. It is agreed that the performance dates of this contract may be extended as necessary to accommodate funding delays of the USAC/SLD and other unforeseen occurrences. Our school reserves the right to terminate this contract at any time and for any reason by giving vendor thirty (30) days written notice. Vendor shall be entitled to payment for deliverables in progress, to the extent that the work has been performed satisfactorily. Additionally, we reserve the right to make SPIN changes as allowed by the FCC.

Please sign below to acknowledge your acceptance and return a signed copy to us as soon as possible. THIS SIGNED, PROPERLY DATED CONTRACT IS REQUIRED UNDER E-RATE RULES. Electronic, facsimile, photocopy and pdf copies, including signatures, shall be deemed original.

Sincerely,

Vendor

Mary Ann Nowak
Signature

Signature

MARY ANN NOWAK, TREAS./CFO
Printed Name and Title

Printed Name and Title

Date

Connect Quote

Quote # - 00366

Connect
1885 Lake Avenue
Elyria, OH 44035
Phone: (440) 324-3185 FAX: (440) 324-6140
Contact: Rakar, Jeff

Clearview Local School District

IRN: 048132

Contact
Phone
Extension
FAX
Email

Clearview Board of Education
4700 Broadway Avenue
Lorain, OH 44052-5598

Date Initiated: 03/06/2019

Date Quote Sent:

Description: Form 470 Application Number 190017149

Location: High School

Quantity	Mfr. Part Code	Product	Unit Price	Line Total	Maintenance Plan	Maint. Price
1	EDU-C2960X-48FPS-L	Cisco Catalyst 2960X-48FPS-L-Switch-managed-48 x 10/100/100 (PoE+) +4Gig SFP	\$3,196.00	\$3,196.00	None	\$0.00
1	C2960X-Stack=	Cisco FlexStack-Plus - Network stacking module - for Catalyst 2690X-25, 2960X-48, 2	\$558.00	\$558.00	None	\$0.00
Subtotal Equipment for High School:						
1	NCC-INST-SW	Installation, Switch	\$200.00	\$200.00	None	\$0.00
Subtotal Installation for High School:						
				\$200.00		\$0.00

Location: Middle School

Quantity	Mfr. Part Code	Product	Unit Price	Line Total	Maintenance Plan	Maint. Price
40	AIR-AP2802I-B-K9	Cisco Aironet 2802I - Wireless access point 802.11ac Wave2 - WiFi Dual Band	\$597.00	\$23,880.00	None	\$0.00
1	C2960X-Stack=	Cisco FlexStack-Plus - Network stacking module - for Catalyst 2690X-25, 2960X-48, 2	\$558.00	\$558.00	None	\$0.00
1	EDU-C2960X-48FPS-L	Cisco Catalyst 2960X-48FPS-L-Switch-managed-48 x 10/100/100 (PoE+) +4Gig SFP	\$3,196.00	\$3,196.00	None	\$0.00
Subtotal Equipment for Middle School:						
1	NCC-INST-SW	Installation, Switch	\$200.00	\$200.00	None	\$0.00
1		Access Point Installation	\$6,400.00	\$6,400.00	None	\$0.00
Subtotal Installation for Middle School:						
				\$6,600.00		\$0.00
20	274144	5FT CABLExpress CAT6A UTP RJ45/RJ45 568B SNAGLESS	\$3.50	\$70.00	None	\$0.00
20	275147	3FT CABLExpress CAT6A UTP RJ45/RJ45 568B SNAGLESS	\$3.00	\$60.00	None	\$0.00
Subtotal Miscellaneous for Middle School:						
				\$130.00		\$0.00

Connect Quote

Quote # - 00366

Connect
1885 Lake Avenue
Elyria, OH 44035
Phone: (440) 324-5777 FAX: (440) 324-6140
Contact: Rakar, Jeff

Date Initiated 03/06/2019

Date Quote Sent

Description: Form 470 Application Number 190017149

Clearview Local School District

IRN 048132

Contact
Phone
Extension
FAX
Email

Clearview Board of Education
4700 Broadway Avenue
Lorain, OH 44052-5598

Total All Line Items:	\$38,318.00
Sales Tax Amount:	\$0.00
Estimated Shipping:	\$0.00
Miscellaneous Charges:	\$0.00
Total Quote Amount:	\$38,318.00

*Prices from vendors are good for a period of 30 days and are subject to change without notice.
When acquiring equipment, shipping charges may be applicable and will be charged at cost.*

*I fully understand all recurring phone line charges, maintenance charges (if indicated YES above),
purchase prices, shipping charges and installation charges by signing below:*

Mary Ann Towse
Signature

3/15/19

Date

P/O # (Please Attach Purchase Order)



EDUCATIONAL SERVICE CENTER OF LORAIN COUNTY
2019 – 2020
County Service Agreement
CLEARVIEW LOCAL SCHOOL DISTRICT

This County Service Agreement ("Agreement") is made in Elyria, Lorain County, Ohio, by and between the Lorain County Educational Service Center ("Lorain ESC") on one hand and Clearview Local School District Board of Education ("Clearview Local School District") on the other.

The Clearview Local School District agrees to legislated (O.R.C. 3313.843 and 3313.845) per pupil deductions from their foundation payments computed by the Ohio Department of Education for services provided by Lorain ESC, should these deductions be allowed in Fiscal Year 2020.

I SPECIALIZED DISTRICT SERVICES

Estimated total costs for fiscal year 2020 (if any) are reflected below. Total costs are defined as the total amount expended during the 2019-20 school year in connection with these services plus a 4% fiscal fee. Bills for such services will be on a monthly basis with the final month to be billed in July/August 2020 with an adjusted (plus or minus) amount due based on total costs.

A Social Worker – Doris Woodwards-Davila \$73,438

II. UNIVERSAL SERVICES

Universal Services will be billed on a monthly basis with the final month to be billed in July/August 2020 with an adjusted (plus or minus) amount due based on total costs. Total costs are defined as the total amount expended during the 2019-20 school year in connection with these services plus a 4% fiscal fee. Estimated costs for FY20 will be based on total number of participating districts and will be submitted in writing to the participating districts by August 2019.

A	X	Participation in Speech and Language Supervisory Services
B	X	Audiological Services
C.	X	Behavioral Specialist Support Services
D.	X	Gifted/Talented Supervisory Service
E.	-	Parent Mentor Services
F.	X	Attendance Officer
G.	-	Transition Coordinator
H.	X	Occupational Therapist 3 days
I.	-	Marketing Specialist
J.	-	Physical Therapist
K.	X	Vision Impaired Specialist

III. Speech Language Pathologist for JVS Students - \$75.00 per hour

Speech Language Pathologists are billed quarterly at \$65 per hour for services given to students attending the Lorain County JVS. Depending on caseload in any given year, the SLP may or may not have time to provide 3 year re-evaluations for students who are not in the SLP's caseload. District will be billed for evaluation, report writing and attendance at meetings if the JVS SLP is involved. If an initial evaluation is requested by a participating district we reserve the right to request it send the district SLP to conduct the testing/evaluation *unless* JVS SLP has available time and a manageable caseload. If JVS SLP provides testing, etc, the district will be billed for testing and all related services.

- District agrees to participate in the Speech Language Pathologist for JVS Students Program.

IV. PATHWAYS TO SUCCESS

Pathways to Success Program is billed at the beginning of the first semester and again at the beginning of the second semester. If no slots are selected on this contract and then requested later in the year, a 20% surcharge will apply. There will also be an additional 20% fee charged for any student placed in the Program that is currently on an Individualized Education Program (I.E.P.) Any costs not covered by the per space fee will be billed proportionately per placement to each participating district. Slots selected, if available, after the beginning of the second semester, will be billed one half of the full tuition cost, plus any applicable fees and surcharges. The district agrees to accept the grades issued by the Pathways to Success Program.

A. Grade 8

0 Number of slots purchased

B. Grades 9-12 students will be monitored while completing courses on-line.

0 Number of slots purchased

V. CONSORTIUM PRESCHOOL EDUCATION PROGRAM.

All preschool education costs, including a 4% fiscal fee, shall be apportioned on a per pupil/per day participation basis and billed on a monthly basis from September thru June, with the following exceptions:

- Due process hearing costs will be paid by the district for which the hearing is conducted, including but not limited to legal fees.
- Special needs equipment purchased specifically for a student within one district shall be reimbursed by that district.
- Special needs equipment purchased specifically for a student within one district, but is subsequently used by others, shall be reimbursed on a per pupil basis up to a maximum of \$300.
- Transportation costs (busing, payment in lieu of, etc.) of preschool students to a site-based program shall be borne by the local school district.
- Costs associated with services provided to a preschool student above State minimum standards shall be borne by local school district, unless agreed to by the Lorain ESC.

X District agrees to participate in the Consortium Preschool Education Program.

VI. NORTHERN OHIO RESEARCH & TRAINING HUB (NORTH)

Fees are paid annually based on the fee schedule below to the Lorain ESC.

1-2 School Buildings - \$9,498	4 School Buildings - \$15,821	6 School Buildings - \$17,460
3 School Buildings - \$12,661	5 School Buildings - \$15,821	7 School Buildings - \$19,005
each add't building - \$1,500		

0 District agrees to participate and to receive this service

IN CONSIDERATION OF THE PROGRAMS AND SERVICES designated herein to be provided by the Lorain ESC, the Clearview Local School District agrees to pay the Lorain ESC for the programs and services requested in accordance with the descriptions above and Paragraphs 1,2,3,4,5 and 6 below:

1. In consideration for the services and programs contracted for above, the Clearview Local School District also agrees to pay any excess costs associated with any program or service in which it has elected to participate, such costs to be calculated on a pro-rata basis among participating districts. Notice of such excess costs will be provided to the Clearview Local School District by the Lorain ESC.

2. The Lorain ESC reserves the right to cancel any one or all of the services and programs listed in Sections I thru VI of this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Clearview Local School District by the Lorain ESC.

3. In consideration for services and programs contracted for above, the Clearview Local School District agrees to pay its pro-rata share as divided between the participating districts of any unemployment benefits which may become payable due to cancellation of any services or programs pursuant to Paragraph I or II of this Agreement.

4. The Clearview Local School District, in consideration for the services and programs contracted for above, agrees to provide written notice to Lorain ESC of its desire to withdraw from participation in any one or more of the programs and services contracted for. Such withdrawal notice shall be sent to the attention of the Lorain ESC Superintendent at 1885 Lake Avenue, Elyria, Ohio 44035 via certified mail or other verified form of delivery. Such withdrawal notice, if received by the Lorain ESC, shall operate to eliminate for the succeeding school year, all contractual obligation of the parties with respect to the programs or services which are included in the notice of withdrawal.

5. All bills and statements for the programs and services contracted herein by the Clearview Local School District shall be due and payable not more than thirty (30) days from the date of mailing of the bill or statement by the Lorain ESC.

6. Ohio Medicaid School Program provisions.

- a. The parties to this contract agree to comply with all provisions of State and Federal law as applicable, including but not limited to the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
- b. The parties expressly agree and acknowledge that upon reasonable request representatives of the U.S. Department of Human Services, the Ohio Department of Medicaid, the Ohio Department of Education, or their designee(s) shall have access to the parties' books, documents, and records.
- c. The parties represent and warrant that they and their principals are not suspended or debarred. The parties further represent and warrant that their representatives signing below have full authority to execute this contract on behalf of the respective party.

Clearview Local School District Board of Education:

Educational Service Center of Lorain County:

(Board President)

(Governing Board President)

(Treasurer)

(Treasurer)

(Superintendent)

(Superintendent)

Date: _____

Date: _____

Introduction to American Fidelity —

With the Board's approval, Clearview Schools will be utilizing American Fidelity for IRS compliance of our Section 125 plan. American Fidelity works only in school districts and serves over 400 schools in Ohio alone. They are a strategic partner with OASBO (Ohio Association of School Business Officials) and come highly recommended by them and other area schools.

Section 125 is what gives our district permission to take the premiums our employees pay for core benefits (such as health insurance, dental and vision insurance) along with other optional benefits out of our paychecks as a pre-tax deduction. This saves each employee 20-40% on that premium by exempting us from paying Federal, State and usually Local income tax on those premiums. It also saves the district money as the district does not have to pay Medicare tax (or other FICA taxes, if applicable) on those amounts.

American Fidelity will be doing the following for our district—all at no charge.

- Updating our Section 125 Plan Document on an annual basis to keep us compliant with the IRS which will protect us from penalties and fees if we were to be audited.
- Administering our Flexible Spending Accounts. They will upfront the money to employees (as required by the IRS) who elect this benefit and also insure the risk if an employee were to use their money and then leave the district before completing their contributions. (The IRS states an employer cannot require an employee to make up those contributions, therefore the district will be protected from this financial risk.)
- While Section 125 requirements have been interpreted in various ways, the IRS has plainly stated the following: "the Plan Must Require Annual Election: A cafeteria plan must require employees to make an election annually." §1.125-2. American Fidelity will meet with each district employee to obtain a signed annual election / waiver form. This also helps fulfill the non-discrimination requirement of Section 125 by insuring all employees have had all Section 125 benefits offered to them even if they choose to waive them all.
- Educating our staff through group presentations and one-on-one individual meetings relative to our Qualified High Deductible Plan with HSA's and/or HSA's with American Fidelity with no fees.

American Fidelity will do all of this at no charge as they offer an exchange of services. They have several highly desirable voluntary benefits available to offer to our staff such as disability coverage especially made for Ohio schools, cancer plan, accident plan, and life insurance. They are set up differently than other companies as their staff are all full-time employees who are paid a salary. Most, if not all, companies who offer supplemental benefits are usually straight commission, 1099 employees. There is no minimum guaranteed amount of benefits our district employees must purchase in order for the district to receive all the services mentioned above at no charge. With our current administrator of these services, we are billed at a rate of \$4.50 per employee per month.

BOARD OF EDUCATION RESOLUTION

for

Clearview Board of Education – Section 125 Plan

At the meeting of the Board of Education of April 8, 2019 held at 6:30 PM, in the High School Auditorium on April 8, 2019, the following motion was made by _____.

I move that the Board of Education adopt a Section 125 Flexible Fringe Benefits Plan to be updated and maintained by American Fidelity for the employees of Clearview Local Schools to be effective on October 1, 2019.

This motion was seconded by _____ and passed unanimously.

Clearview Local Schools
Board of Education

Michael Kokinda, President

Mary Ann Nowak, Treasurer/CFO

3/25/2019-19:56

**A RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT TO MAKE
IMPROVEMENTS AND UPGRADES RELATED TO THE UPGRADING AND
INSTALLATION OF SECURITY CAMERAS AND EQUIPMENT AND
EXTERIOR/INTERIOR SECURITY LIGHTING THROUGHOUT THE DISTRICT**

WHEREAS, because the safety and protection of students and staff is a priority, it is necessary to upgrade and increase security throughout the District's buildings and ground by purchasing and installing security cameras, equipment and lighting; and.

WHEREAS, the Ohio Revised Code 3313.46 exempts from competitive bidding requirements improvements to school buildings that constitute an urgent necessity or, that are made for the security and protection of school property; and

WHEREAS, for the security and protection of District property, this Board believes there is an urgent necessity to upgrade and enhance security throughout the District; and

WHEREAS, the Superintendent has obtained and reviewed various cost proposals from reputable companies to undertake the necessary work; and has shared a summary of the proposals with the Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Clearview Local School District that after careful consideration and evaluation of the information before it:

Section 1. Pursuant to Ohio Revised Code Section 3313.46, this Board hereby declares the existence of an urgent necessity, and, that for the safety and protection of school property it is necessary to take immediate measures to upgrade and enhance security and lighting throughout the District.

Section 2. The Treasurer, Superintendent, and the President of the Board are hereby authorized to enter into a contract without advertising and competitive bids with:
_____ for the purchase and installation of security cameras and equipment and lighting at strategic points throughout the District in amount not to exceed \$_____.

Section 3. The Treasurer and President of this Board and the Superintendent of Schools, as appropriate, are each authorized to sign any certificates and contract documents and to take such actions as are necessary or appropriate to complete the transactions contemplated by this Resolution.

Section 4. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in

such formal actions were held, in meetings open to the public, in compliance with the law.

Section 5. This resolution shall be in full force and effect from and immediately after its adoption

Moved by _____, seconded by _____, that the Board of Education adopt the Resolution as presented above.

ROLL CALL:



**eVAS/ePAS Service Agreement
Ohio Schools Council/OASBO**

STEP 1

Fill in Customer Contact Information

Instructions: SIGN and email to HELP@BonfishSystems.com

Purchase Orders made out to:
Ohio Schools Council
6393 Oak Tree Blvd., STE 377
Independence, OH 44131

Name/Title	
District	
Address	
Phone	
IRN#/ PO#	
AP Software	
Effective Dt/End Dt	

STEP 2

DISTRICT Select term in Group Pricing and Term table below:

<i>Customer Group Pricing and Term</i>			
Products Codes	1 Year 19E-D-01-L-R	3 Year 19E-D-03-L-R	5 Year 19E-D-05-L-R
eVAS / ePAS	\$4,237	\$3,757	\$3,479

All pricing is an annual subscription, derived from current volume counts effective, June 30th of every calendar year.
JULY 1, 2019 – JUNE 30, 2020 GROUP PRICING AND TERM (TIER = 100-199) REPRESENTED ABOVE

OPTIONAL ELECTIVE

COMMUNITY SCHOOL If applicable list names in table below:

Community Schools listed below will have the **SAME Term** as District selected in Step 2.

Pricing reflects per Year per Community School

<i>Community School Group Pricing and Term</i>	
eVAS/ePAS 19E-CD-00-L-R	\$1,300.00

STEP 3

Review, Sign, Date & ATTACH PURCHASE ORDER

Terms and Conditions

Bonfish Systems, LLC. will provide the Customer with an annual subscription for usage of the Electronic Vendor Audit System (eVAS) and/or Electronic Payroll Audit System (ePAS) for the selected Product and Term. Communications with the eVAS/ePAS service will be encrypted using the HTTPS protocol. Full Service maintenance and up to four (4) hours of onsite training will be included. New customers will receive an initial invoice with the annual Price. All subsequent invoicing will be generated to align Customer with fiscal year billing. The first fiscal year invoice may be prorated (if applicable) based on the Customer's Effective Date and receipt of initial payment. The number of unused subscription months in the present fiscal year may be credited. Group Pricing is established with participating volume counts identified on June 30th of the current year. Non eVAS/ePAS integrated accounts payable software customers may be subject to a one-time set up fee.

Full Service Maintenance will cover all system outages labor and/or hardware needed for the timely restoration of the eVAS/ePAS system and provides email reply assurance within twenty-four (24) hours of receipt. All support inquiries should be submitted to Help@bonfishsystems.com. System hot fixes, may periodically be required to correct issues encountered, such as coding changes that may need to be applied with little or no notification to eVAS/ePAS Customer and are strictly limited to those required to maintain the security, usability, and reliability of the system. In addition to unscheduled hot fixes, any regularly scheduled maintenance and

enhancement releases of importance will be communicated via system messaging and published in the online Help section. Bonfish Systems, LLC., will implement system releases that include Bonfish approved and defined system enhancements to benefit Customer and further improve the system capabilities at no additional charge.



**eVAS/ePAS Service Agreement
Ohio Schools Council/OASBO**

TERM OF AGREEMENT - This Agreement shall commence on the Effective Date or when training is completed and shall remain in effect based on the selected Customer Group Pricing and Term.

TERMINATION FOR CAUSE - Either party may terminate this Agreement for cause: (i) upon sixty (60) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the selected Customer Group Pricing and Term. All terms are fully binding upon, inure to the benefit of and are enforceable by the parties and their respective successors and assigns.

PROVISION for Information Technology Center (ITC) contract – Should the Customer elect to select eVAS/ePAS through a third party relationship (ITC offering), this provision will allow the Customer the right to transfer the Service Agreement terms to their ITC to leverage a group relationship.

ADDITIONAL SERVICE AVAILABLE TO CUSTOMER - Upon Customer request, Bonefish Systems, LLC., may be engaged to perform additional risk analysis or to provide consultation on best practices in managing accounts payable risk. Arrangements for such services will be managed under a separate contract and will be billed separately from this Service Agreement.

DISCLAIMER – Bonefish Systems, LLC. OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED. Bonefish Systems, LLC. WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE PERFORMED HEREUNDER. IT REMAINS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM THE NECESSARY DUE DILLIGENCE AND TO IMPLEMENT THE NECESSARY CONTROLS TO ENSURE SOUND FISCAL RESPONSIBILITY. WHILE THE ELECTRONIC VENDOR AUDIT SYSTEM CAN BE A USEFUL TOOL IN THE MITIGATION OF ACCOUNTS PAYABLE RISK, IT IS BUT ONE PIECE OF A COMPLETE SET OF CONTROLS A CUSTOMER MUST IMPLEMENT AND DOES NOT ENSURE THAT FRAUD OR ERRORS WILL NOT OCCUR.

CONTINGENCIES – Bonefish Systems, LLC. shall not be responsible for any delay or failure to perform due to unforeseen circumstances or causes beyond reasonable control. Examples of such causes are natural disaster, war, riot, fire, flood, accident, strike, shortage of transportation, power, labor or material, third party vendor delays, or any other act or condition beyond the reasonable control of Bonefish Systems, LLC.

CUSTOMER RESPONSIBILITIES - It is the responsibility of the Customer to ensure that all of its files, passwords, and output are adequately secured. Bonefish Systems, LLC. will not be responsible for Customer failure to do so nor for the cost of reconstructing information lost as a result. Customer is responsible for all related costs and management with their vendors that could directly interface with eVAS/ePAS functionality.

CHARGES - Payment for services contracted under this Service Agreement will be made within thirty (30) days after the invoice date. Late fees of 5% per month will be applied to all late payments. Invoices may be generated by a third party vendor.

GENERAL – Bonefish Systems, LLC. reserves the right to adjust the Pricing at end of the Service Agreement Term.

Print Name/Title

Signature

Date

Thank you for your business!

File: DJC

BIDDING REQUIREMENTS

Contracts for construction or demolition of buildings or for any improvements or repairs that exceed the amount allowable by Ohio Revised Code are let only after bids are solicited and received in compliance with law. However, if the Board enters into a shared savings contract for energy conservation measures, competitive bidding is not required. The Board may also enter into an installment payment contract for the purchase and installation of energy conservation measures and competitive bidding does not need to be utilized if two-thirds of the entire Board adopts a resolution stating that competitive bidding does not apply to the project.

If feasible, all purchases over \$5,000.00 but under the Ohio Revised Code bidding threshold submitted by at least three vendors. These quotations are treated confidentially until the deadline for filing is past; thereafter, they are public information.

The Treasurer assembles the proper specifications and makes the necessary arrangements for public bidding and price quotations. The Treasurer receives the bids and price quotations and records them. The Treasurer makes his/her recommendations to the Board. Upon approval by the Board, he/she processes purchase orders to those bidders awarded contracts and notifies the other bidders of the results of the bidding.

[Adoption date: August 19, 1991]
 [Re-adoption date: October 17, 1994]
 [Re-adoption date: March 19, 2001]
 [Re-adoption date: October 18, 2004]
 [Re-adoption date: October 10, 2011]

LEGAL REFS.: ORC 9.314
 153.01; 153.12 through 153.14; 153.50 through 153.56
 3313.372; 3313.373; 3313.46
 3319.04

CROSS REFS.: DJ, Purchasing
 DJF, Purchasing Procedures
 ECF, Energy Conversation
 FA, Facilities Development Goals
 FEF, Construction Contracts Bidding and Awards



**OHIO SCHOOLS COUNCIL
SURVEY FOR PARTICIPATING IN THE
COOPERATIVE SCHOOL BUS PURCHASING PROGRAM
Spring 2019**

School District Clearview Local Schools
 Address 4700 Broadway Ave.
 Contact Person Mary Ann Nault
 Contact Person's Telephone # 440-233-5412 Email mary-ann.nault@clearviewschools.org

Based on school district interest, the OSC Cooperative School Bus Purchasing Program will be advertising and requesting bids for school buses to be opened on April 11, 2019 for purchase and delivery by April 2020.

Is your district interested in participating in the April 11, 2019 bid?

Please circle. Yes No

If yes, please complete the following information:

- Minimum number of units to be purchased (not a range): 1
- Number, type and size of buses to be purchased: (i.e., 2- 71 passenger, diesel, conventional, transit puller or transit pusher w/lift)



Type A



Conventional



Transit Puller
or Pusher

Quantity: (Single Number, not a range)	Size:	Circle:	Model: (Type A-I, A-II, conventional, transit puller, transit pusher – see pictures above)	With wheelchair lift?
_____	84 passenger	Gas / Diesel	_____	_____
_____	78 passenger	Gas / Diesel	_____	_____
_____	77 passenger	Gas / Diesel	_____	_____
<u>1</u>	72 passenger	Gas / <u>Diesel</u>	<u>Conventional</u>	<u>No</u>
_____	71 passenger	Gas / Diesel	_____	_____
_____	65 passenger	Gas / Diesel	_____	_____
_____	54 passenger	Gas / Diesel	_____	_____
_____	47 passenger	Gas / Diesel	_____	_____
_____	35 passenger	Gas / Diesel	_____	_____
_____	Type A-I, A-II	Gas / Diesel	_____	_____
_____	9 pass. Van	Gas / Diesel	_____	_____
_____	Other _____	Gas / Diesel	_____	_____



March 15, 2019

Mr. Jerome Davis
 Clearview Local School District
 4700 Broadway Avenue
 Lorain, OH 44052

Dear Superintendent Davis,

I am writing to invite you to renew your agreement with the Lorain County Board of Mental Health (LCBMH) for the provision of Mental Health Consultation, Education and Prevention activities which are fully funded by the Mental Health Board and provided by mental health agencies to collaborating schools. This year Applewood Centers is being funded by LCBMH for provision of these services within the Clearview Local School District.

LCBMH-funded services are designed to complement existing resources within a school and to proactively address the mental health needs of students. These services include:

Prevention: Agency clinicians can provide prevention groups on a range of topics (social skills, emotional management, etc.). Groups for students and groups for parents are funded by LCBMH. All groups are developed in collaboration with school counselors, social workers, and other school staff and are meant to compliment services already provided by school staff members.

Consultation: Agency clinicians are funded to act as a liaison between the school, the parent and a mental health agency within Lorain County. For example, if a school staff member identified a particular child with mental health concerns that warranted treatment beyond what is typically provided by school staff, and a consent form is signed by the parent, the agency clinician is funded to: meet with the child, determine the best resource within the community, and call or meet with the parent to encourage connecting the student with the most appropriate service.

Education: LCBMH funds agency clinicians to provide in-service training to school staff. Network staff can provide presentations of varying length on issues related to mental health, suicide prevention, the impact of trauma on youth, youth depression and early childhood mental health. Educational sessions can also be provided directly to youth on issues of mental health awareness and suicide prevention. If the clinician(s) working with your school can not meet the needs for mental health related-education that your district experiences, please contact Elizabeth Wolanski at ewolanski@lcbmh.org.

**LORAIN COUNTY BOARD OF MENTAL HEALTH AGREEMENT WITH
LORAIN COUNTY SCHOOL DISTRICT:
CLEARVIEW LOCAL SCHOOL DISTRICT**

The Lorain County Board of Mental Health (LCBMH) is invested in supporting the social and emotional wellness of Lorain County Students and values the opportunity to work with Lorain County School Districts to this end. Because LCBMH does not provide direct service, LCBMH contracts with certified and accredited community mental health agencies to provide mental health services.

LCBMH directs funding to community mental health agencies for the provision of school based mental health services within Lorain County Schools. Toward this end, the Board funds community mental health agencies to provide:

- (1) prevention services,
- (2) education/training for staff, parents and students,
- (3) individualized consultation to connect students with necessary services
- (4) classroom consultation to assist teachers in promoting the social and emotional development of children in classroom settings, and
- (5) participation by the clinician in school teams that focus on suicide prevention or mental health promotion.

Additionally, the Board funds clinical services (e.g. counseling, psychiatry) for students when families have no other means of payment. Board funding is tied to the following expectations:

Community mental health agencies providing Board-funded school based services have agreed that agency staff or supervisors are responsible for the following:

- Meeting with the school principal or designee to identify the array of mental health services that would be most helpful to a particular school.
- Ensuring that the service plan is approved by LCBMH within ten days of the plan being agreed upon by the school principal or designee and the supervisor from the community mental health agency.
- Providing or coordinating the provision of the agreed-upon school based services.
- Informing the school principal or designee and the Board of staff changes that could impact the provision of planned or existing services to students as soon as these become known to the agency.
- Submit to the principal or designee a plan for coverage of existing services in the event that a staff change may impact the provision of school services.
- With permission of parent/guardian, keeping designated school staff informed about outcomes of individualized consultation or progress in treatment.

The Board expects that the school district shall:

- Provide parents with a letter introducing the consultation and education services.
- Support the provision of mental health services by facilitating the collection of necessary permission slips, and release of information forms from parents/legal guardians.
- Commit to utilizing mental health professionals at least half a day per week throughout the school year.

**LORAIN COUNTY BOARD OF MENTAL HEALTH AGREEMENT WITH
LORAIN COUNTY SCHOOL DISTRICT:
CLEARVIEW LOCAL SCHOOL DISTRICT**

- Utilize the crisis hotline 1-800-888-6161 or 9-1-1, if a student is in mental health crisis (School based clinician can assist when there is a crisis, but if a student is judged to be at significant risk, the hotline should be utilized).
- Provide private space (at least 100 sq feet) within the educational setting dedicated for the provision of confidential mental health-related services for individual and groups of students and/or staff.
- In the event that the school is dissatisfied with any aspect of the provision of school based mental health services or would like additional services, the principal or designee shall communicate the concern or request for additional services to the clinician and then to the clinician's supervisor, if necessary. If no resolution is achieved, the principal or designee agrees to contact LCBMH to seek resolution. The point of contact for LCBMH is Elizabeth Wolanski. Mrs. Wolanski may be reached at ewolanski@lcbmh.org or at (440) 787-2076. If the principal or designee seeks out a different agency to provide consultation, education or prevention services within his/her school, without following this process, these services will not be funded by LCBMH.

In agreement with the above expectations we hereto affix our signatures.

Printed Name of Superintendent or Designee

Signature of Superintendent or Designee

Date

Elizabeth Wolanski/vr
Elizabeth Wolanski, Child & Adolescent Services Director

3-15-19
Date

In addition to Board-funded services, particular agencies may also partner with schools within your district to provide mental health services within the school. Over the past year, Applewood Centers has partnered with your district. Mental health treatment within schools is typically funded by the student's insurance. However, if a child needs treatment and his or her family lacks the ability to pay, LCBMH also funds the provision of treatment.

If you have any questions about what services are available, please do not hesitate to call. We are highly interested in ongoing improvement in the LCBMH-funded services and in enhanced collaboration between mental health and school districts. If you are interested in having these **free** services available within your district during the upcoming school year, please sign and return a copy of the attached agreement no later than June 30, 2019. If I do not receive the signed agreement or communication from you by June 30, 2019, I will assume that you are not interested in LCBMH-funded services for the 2019-2020 school year, but will remain open and interested in hearing from you in the future.

Warmly Yours,

A handwritten signature in cursive script that reads "Elizabeth Wolanski/vr".

Elizabeth Wolanski, LPCC-S
Child & Adolescent Services Director
Lorain County Board of Mental Health
440.233.2020 (x4236)
ewolanski@lcbmh.org