

<u>FUNDS</u>	<u>FUND</u>	<u>Appropriations</u>
Government Fund Types		
General	001	13,394,742.62
Emergency	016	1,133,051.27
Principals' Funds	018	32,250.00
Total General Fund		<u>14,560,043.89</u>
Debt Service		
Bond Retirement	002	526,903.38
Total Debt Service		<u>526,903.38</u>
Capital Projects		
Permanent Improvement	003	74,676.46
Total Capital Projects		<u>74,676.46</u>
Special Revenue		
Trust Fund	007	15,255.00
Local Grants	019	0.00
Classroom Facilities - Maintenance	034	26,200.00
Athletics	300	79,240.00
State Grants	499	0.00
Race To The Top	506	0.00
Title VI B	516	58,400.52
Title I	572	100,964.16
Title II-A	590	15,214.14
Medicaid	599	0.00
Total Special Revenue		<u>295,273.82</u>
Total Governmental		<u>15,456,897.55</u>
Proprietary Fund Types - Enterprise		
Food Service	006	862,051.81
Uniform School Supplies	009	0.00
Latchkey	020	19,590.00
Total Enterprise		<u>881,641.81</u>
District Agency	022	74,035.00
Student Activities	200	25,075.00
Total Fiduciary		<u>99,110.00</u>
Total FY 15 Appropriations		<u>16,437,649.36</u>

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the Agreement) dated 7/6/15 is by and between Clearview Local School District Board of Education, (the School) and Whittle Consulting Group, Ltd., an Ohio limited liability company.

1. The parties wish to resolve their dispute with respect to the School's use of certain of Whittle Consulting Group's written materials (hereinafter the Materials). The parties agree that payment of the amount noted below and execution of this Agreement serve solely as a settlement between the parties, and is not intended and does not constitute an admission of copyright infringement or other wrongdoing by the School, nor approval by Whittle Consulting Group for the use of the Materials prior to its effective date or outside the scope of the license granted below.
2. Whittle Consulting Group represents and warrants that it owns the copyrights in the Materials, and that it has all necessary rights and authority to enter into this Agreement on behalf of itself and the copyright owner.
3. The School represents and warrants that it has all necessary rights and authority to enter into this Agreement. The School also represents and warrants that it has not provided the Materials to, or in any other way encouraged the use of the Materials by, any other entity or individual.
4. The School will remit to Whittle Consulting Group the sum of \$5,500.00. Payment shall be made jointly to Okuley Smith LLC and Whittle Consulting Group by July 27, 2015. Said payment shall constitute a condition precedent to the release and license granted in Paragraph 5 below, such that said release and license shall not take effect unless and until such payment has been made in full.
5. In consideration for the payment of the sum noted in Paragraph 4 above, Whittle Consulting Group shall expressly release and discharge the School from any and all claims for copyright infringement in connection with the School's use of the Materials prior to the effective date of this Agreement (the Released Use). Whittle Consulting Group hereby grants a nonexclusive, fully paid license to the School to use, display, and copy the Materials for employment purposes by the School, and to create derivative works of the Materials for the same purpose (the Licensed Use), said license granted in perpetuity so long as the School remains in compliance with the terms of this Agreement. The specific works licensed under this section include all job descriptions in the School's possession on the date this Agreement is executed by the School. The School agrees to transfer a copy of all such job descriptions to Whittle Consulting Group for its review. Whittle Consulting Group warrants that its review of the material will be limited to determining whether it owns the copyrights for each job description, and Whittle Consulting Group agrees that it will not copy, use for commercial gain, or otherwise distribute any job descriptions for which it does not own the copyrights. Whittle Consulting Group reserves its rights under law to bring legal action for any use of the Materials that lies outside the scope of the Released Use or Licensed Use, for any unauthorized use of works other than the Materials, or for any infringement occurring after the date of this Agreement.
6. It is the intention of both parties that this Agreement is binding on their principals, successors, agents, assigns and representatives.
7. This Agreement may be signed in counterparts. Fax signatures shall be binding in addition to original signatures. Jurisdiction and venue for all disputes arising under this Agreement shall be in Columbus, Ohio.

8. This Agreement shall be kept in confidence by the parties, except for disclosures required by law.

Clearview Local School District

Whittle Consulting Group

By:

Title:

Date:

Walter S. Whittle

By: *CHIEF EXECUTIVE OFFICER / OWNER*

Title: *JULY 6, 2015*

Date:

REVISED TAXES DUE TO RENEWAL LEVY PASSED 5/5/2015

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

(CITY, VILLAGE OR LOCAL BOARD OF EDUCATION)

Revised Code, Secs. 5705.34, - 35.

The Board of Education of the CLEARVIEW LOCAL School District, Lorain
County, Ohio, met in regular session on the _____ day of _____,
2015, at the office of the _____
with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing July 1st, 2015; and

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

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

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

CLEARVIEW LSD

SCHEDULE A					
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES					
FUND		Fiscal Year	Fiscal Year	County Auditor's Estimate of Tax Rate to Be Levied	
		Amount Approved by Budget Commission Inside 10 Mill Limitation	Amount to Be Derived from Levies Outside 10 Mill Limitation	Inside 10 Mill Limit	Outside 10 Mill Limit
		Column IV	Column II	V	VI
General		537,100	1,323,053	6.77	30.39
2012 Emergency (\$546,856)			576,766		7.27
2011 Emergency (\$352,690)			366,528		4.62
1999 Bond (\$3,260,000)			287,986		3.63
2000 Bond (\$980,000)			73,781		0.93
2000 Bond (\$1,432,000)			108,689		1.37
2000 Classroom Facilities Renewal Levy Passed May 5, 2015			39,627		0.50
2010 Permanent Improvement			79,253		1.00
2012 Emergency (\$261,855)			276,880		3.49
TOTAL		537,100	3,132,563	6.77	53.20

SCHEDULE B		
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES		
FUND	Maximum Rate Authorized to Be Levied	
GENERAL FUND:		
Current expense levy authorized by voters on 1976 Continuing years	25.70	
Current expense levy authorized by voters on 06/06/78 Continuing years	0.69	
Current expense levy authorized by voters on 06/02/92 Continuing years	4.00	
CAPITAL PROJECT FUND:		
Permanent Improvement levy authorized by voters on 5/5/2015 Continuing years	1.00	
Renewal Levy passed 5/5/2015		
Emergency levy authorized by voters on 11/02/10 for not to exceed 5 years. Beginning 2011 Duplicate Expiring Last Collection 2016	4.62	
Emergency levy authorized by voters on 11/08/11 for not to exceed 5 years. Beginning 2012 Duplicate Expiring Last Collection 2017	7.27	
Emergency levy authorized by voters on 11/06/12 for not to exceed 10 years. Beginning 2012 Duplicate Expiring Last Collection 2022	3.49	
SPECIAL REVENUE FUND:		
Classroom Facilities levy authorized by voters on 11/07/00 for not to exceed 23 years. Beginning 2000 Duplicate Expiring Last Collection 2023	0.50	
	47.27	

CLEARVIEW LSD

and be it further

RESOLVED, That the Treasurer of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no

Adopted the _____ day of _____, 2015.

Treasurer of the Board of Education of the

School District,

Lorain County, Ohio.

CLEARVIEW LSD
CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, LORAIN County, ss.

I, _____, Treasurer of the Board of Education of the

CLEARVIEW LOCAL _____ School District

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

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

WITNESS my signature, this _____ day of _____ 2015

Treasurer of the Board of Education of the

School District,

Lorain County, Ohio.

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later date as may be approved by the Department of Taxation of Ohio.

No. _____

CLEARVIEW BOARD OF EDUCATION

CLEARVIEW LSD

LORAIN County, Ohio

RESOLUTION

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

(Clearview Board of Education)

2015

Treasurer

Filed _____ 2015

County Auditor

By _____
Deputy

RESOLUTION ADOPTING A CALAMITY DAY ALTERNATIVE MAKE-UP PLAN

WHEREAS, the Clearview board of education desires that students have learning opportunities even when schools are closed for any of the reasons specified in section 3313.482 of the Ohio Revised Code; and

WHEREAS, section 3313.482 authorizes a board of education to file an annual plan with the Ohio Department of Education by August 1 of each year to provide online learning opportunities for students in lieu of attendance on such days of closure;

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the Clearview board of education hereby approves the following plan and authorizes its filing with the Ohio Department of Education.

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

Pursuant to Ohio Revised Code section 3313.482, the board of education of Clearview hereby authorizes the following plan to allow students of the district to access and complete classroom lessons in order to fulfill up to a maximum of the number of hours that are the equivalent of three school days because of the closing of schools for any of the reasons specified in section 3313.482.

- 1) This plan is submitted, pursuant to approval of the board of education, prior to August 1.
- 2) This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.
- 3) Not later than November 1 of the 2015-2016 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the number of hours that are the equivalent of three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the district's web portal or web site.
- 5) (Optional) Teachers will be granted one professional development day after the teacher's principal or supervisor certifies that lessons equal to approximately the number of hours that are the equivalent of three school days have been posted.
- 6) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 7) As soon as practicable after an announced school closure authorized under section 3313.482, the appropriate administrator may direct staff to make the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
- 8) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
- 9) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks

from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.

- 10) (Optional) The board of education hereby authorizes "blizzard bags," which are paper copies of the lessons posted online. Teachers shall prepare paper copies approximating the content of the online lessons and shall update such paper copies when updating any of the online lessons. "Blizzard bags" shall be distributed to all students by not later than December 1 of the school year or such other date as may be selected by the superintendent. Students shall submit completed lessons to the teachers assigning such lessons not later than two weeks after the date of school closing for which the "blizzard bag" lessons are assigned.

In witness thereof, we hereby affix our signatures on this 13th day of July, 2015.

Treasurer

President of the board of education