

<u>FUNDS</u>	<u>FUND</u>	<u>ESTIMATED RESOURCES</u>
Government Fund Types		
General	001	18,075,070.42
Emergency	016	1,133,051.27
Principals' Funds	018	51,877.76
Total General Fund		<u>19,259,999.45</u>
Debt Service		
Bond Retirement	002	790,818.88
Total Debt Service		<u>790,818.88</u>
Capital Projects		
Permanent Improvement	003	140,265.11
Total Capital Projects		<u>140,265.11</u>
Special Revenue		
Trust Fund	007	9,420.62
Local Grants	019	26,097.00
Classroom Facilities - Maintenance	034	69,200.00
Athletics	300	166,853.26
OneNet	451	5,400.00
State Grants	499	0.00
Race To The Top	506	0.00
Title VI B	516	336,977.95
Title I	572	540,751.04
Title VI-B Preschool	587	2,827.38
Title II-A	590	95,627.71
Medicaid	599	0.00
Total Special Revenue		<u>1,253,154.96</u>
Total Government		21,444,238.40
Proprietary Fund Types - Enterprise		
Food Service	006	904,864.54
Uniform School Supplies	009	0.00
Latchkey	020	18,350.00
Total Enterprise		<u>923,214.54</u>
District Agency	022	74,383.23
Student Activities	200	132,880.37
Total Fiduciary		<u>207,263.60</u>
Total FY 17 Estimated Resources		22,574,716.54

<u>FUNDS</u>	<u>FUND</u>	<u>Appropriations</u>
Government Fund Types		
General	001	14,042,827.64
Emergency	016	1,133,051.27
Principals' Funds	018	51,877.76
Total General Fund		<u>15,227,756.67</u>
Debt Service		
Bond Retirement	002	479,086.62
Total Debt Service		<u>479,086.62</u>
Capital Projects		
Permanent Improvement	003	98,072.89
Total Capital Projects		<u>98,072.89</u>
Special Revenue		
Trust Fund	007	9,420.62
Local Grants	019	26,097.00
Classroom Facilities - Maintenance	034	69,200.00
Athletics	300	166,853.26
OneNet	451	5,400.00
State Grants	499	0.00
Race To The Top	506	0.00
Title VI B	516	336,977.95
Title I	572	540,751.04
Title VI-B Preschool	587	2,827.38
Title II-A	590	95,627.71
Miscellaneous Federal Grants	599	0.00
Total Special Revenue		<u>1,253,154.96</u>
Total Government		17,058,071.14
Proprietary Fund Types - Enterprise		
Food Service	006	904,864.54
Uniform School Supplies	009	0
Latchkey	020	18,350.00
Total Enterprise		<u>923,214.54</u>
District Agency	022	74,383.23
Student Activities	200	132,880.37
Total Fiduciary		<u>207,263.60</u>
Total FY 17 Appropriations		18,188,549.28

**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           ,  
2017, 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, 2017; 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

<b>SCHEDULE A</b> <b>SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,</b> <b>AND COUNTY AUDITOR'S ESTIMATED TAX RATES</b>					
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		530,206	1,341,814	6.77	30.39
Renewal levy passed in adv. 11-8-16					
2012 Emergency (\$546,856)			583,462		7.45
2011 Emergency (\$352,690)			375,922		4.80
1999 Bond (\$3,260,000)			307,785		3.93
2000 Bond (\$980,000)			73,619		0.94
2000 Bond (\$1,432,000)			108,078		1.38
2001 Classroom Facilities			39,148		0.50
2010 Permanent Improvement			78,295		1.00
2012 Emergency (\$261,855)			279,593		3.57
<b>TOTAL</b>		<b>530,206</b>	<b>3,187,716</b>	<b>6.77</b>	<b>53.96</b>
<b>SCHEDULE B</b> <b>LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES</b>					
FUND		Maximum Rate Authorized to Be Levied			
<b>GENERAL FUND:</b>					
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			
<b>CAPITAL PROJECT FUND:</b>					
Permanent Improvement levy authorized by voters on 5/5/2015	Continuing years	1.00			
Emergency levy authorized by voters on 11/03/15	for not to exceed 10 years. Beginning 2016 Duplicate Expiring Last Collection 2026	4.80			
Renewal Levy Passed in Advance 11/08/16	Emergency levy authorized by voters on 11/08/16	7.45			
	for not to exceed 10 years. Beginning 2017 Duplicate Expiring Last Collection 2027				
Emergency levy authorized by voters on 11/06/12	for not to exceed 10 years. Beginning 2012 Duplicate Expiring Last Collection 2022	3.57			
<b>SPECIAL REVENUE FUND:</b>					
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			
		47.71			

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
*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 \_\_\_\_\_ 2017

\_\_\_\_\_  
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)

\_\_\_\_\_  
Adopted \_\_\_\_\_ 2017

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Filed \_\_\_\_\_ 2017

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
Deputy



March 08, 2017

## Group Retrospective Program Invitation

BWC Policy # 34750351

Mr. Sean Nuccio  
 Sheffield Clearview Schools  
 4700 Broadway  
 Lorain, OH 44052

We are pleased to invite you to participate in the Group Retrospective (Retro) Rating Program for the 1/1/2018 to 12/31/2018 rate year. Your projected refund is:

Refund %:	41%
<b>Annual Premium (Individual):</b>	<b>\$48,344</b>
<b>Annual Premium (Standard):</b>	<b>\$43,648</b>
<b>Net Premium Refund:</b>	<b>\$17,896</b>
<b>Final Individual Premium for Program Year:</b>	<b>\$30,448</b>

In addition to this savings, you will also receive the highest level of experienced consultative services and assistance with claims management, hearing representation, safety, and unemployment representation. Our dedicated team members that specialize in public employer workers' compensation currently work with over 300 schools, cities, villages, townships, libraries, and state agencies - most of which are group rated, group retrospectively rated, individually retrospectively rated or self-insured.

Why Sheakley? Because, like you, our family owned business cares about the community in which we work and live. Also, we understand that with leadership comes social responsibility and is the ultimate measure of character. Our employees and business leaders are actively engaged in a variety of non-profit organizations like *Habitat for Humanity, United Way, Lighthouse Youth Services, Hoxworth Blood Center, Freestore Foodbank, and St. Joseph's Orphanage*. Also, through our partnership with the *Clermont Chamber of Commerce Work Readiness Program*, many of our team members provide guidance and *mentorship to Ohio high school students* as they prepare for entry into the work force.

While you are eligible for Group Rating and Group Retrospective Rating programs that both provide significant savings, you can only choose ONE of them.

TO ENROLL IN OUR PROGRAM, PLEASE SEE BELOW:

A Sheakley representative will contact you to review which program you wish to participate in or complete and return the documents for the program of your choice.

If you wish to participate in our Unemployment Program, please visit our website at [www.sheakley.com/ClientAccess](http://www.sheakley.com/ClientAccess). Scroll down to Employers - Unemployment section to download the authorization form(s).

**Enrollment Deadline: Friday July 28, 2017**

**Email:** [rating@sheakley.com](mailto:rating@sheakley.com)

**Fax:** 877.292.0860 or 513.326.8088

**Mail:** Sheakley, Attention: Rating Team  
 One Sheakley Way  
 Cincinnati, Ohio 45246

We look forward to serving you and appreciate your trust in Sheakley. For questions or assistance, please contact a Sheakley Representative at 1-800-877-5055 or 513-326-4675 ext. 2090 or [rating@sheakley.com](mailto:rating@sheakley.com).



## GROUP RETROSPECTIVE RATING PROGRAM

Savings Projection for Rate Year 1/1/2018 to 12/31/2018

BWC Policy # 34750351

SHEAKLEY / Ohio Schools Council

Enrollment Deadline: Friday July 28, 2017

Prepared for: Sheffield Clearview Schools

Group Retro is a performance based refund program in which participating employers pay their annual premiums as scheduled. The BWC will then conduct three (3) annual evaluations following the completion of the retro year to determine refund opportunities. Based on information available from the BWC at the time of this review, your projected refund for these three evaluations are:

Spring 2020	\$13,094
Spring 2021	\$3,056
Spring 2022	\$1,746

Annual Service Fee: \$ 1,825

- Payment is not due until you are invoiced by Sheakley.
- Includes group participation and workers' comp TPA services.

### PLEASE NOTE:

All participants must be in compliance with BWC guidelines:

- Maintain a current membership with the sponsoring organization.
- Any premium lapses in excess of 40 days may result in ineligibility from future program participation.
- Outstanding BWC balances may result in ineligibility for program participation.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees from another business entity or BWC policy, and/or successorship imposed by the BWC.

### FAQs

There are three evaluations of this group, is this a three year commitment?

No. Participation is for one rate year, and is reviewed annually for continued eligibility.

How do I know how the group is performing?

Sheakley will send you an annual update on the group's performance and any changes to the projected refund. Also, we will provide an annual premium analysis so you can be sure you stay in the best savings program. This tool will help you evaluate all options and determine if your situation has changed and another BWC savings opportunity would be better for your organization.

Why is there a chance I could pay an assessment?

Unlike Group Rating, which uses a "snapshot" of past claims to determine rates, the Group Retro program uses actual claims during the participation year. This means it is critical that all participants work with us to minimize the frequency and severity of any new claims to keep costs minimal. Each group retro program administrator files a maximum premium assessment tolerance with the BWC. The assessment for Sheakley's group is capped at 10%, which means your maximum payment would be \$4,365 paid over three years should circumstances beyond our control adversely impact the group. Because of this, Sheakley screens all applicants and only extends an offer to organizations that fit our conservative underwriting criteria.

Will my EMR be impacted if I join Group Retro?

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





Instructions

- Please print or type.
Return completed statement to the attention of the sponsoring organization you are joining.
The sponsoring organization's third-party administrator will submit this form.
If you have any questions, please call BWC at 614-466-6773.

NOTE: This application must be reviewed and approved by BWC's employers programs unit BEFORE it becomes effective.

Employer name: Sheffield Clearview Schools; Telephone number: (440) 233-6446; BWC policy number: 34750351; Address: 4700 Broadway; City: Lorain; State: OH; Nine-digit ZIP code: 44052

Group-retrospective-rating program enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retrospective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand only a BWC Group-Retrospective-Rating Program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the Cincinnati USA Regional Chamber sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2018.

I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative Sheakley UniService (currently as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the Group-Retrospective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time, I am no longer a member of the program, I understand I must file a Permanent Authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retrospective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization. [X] Yes [ ] No

Ohio Schools Council; Sponsor or affiliate sponsor policy number: 39316028

Note: For injuries that occur during the period an employer is enrolled in the Group-Retrospective-Rating Program, employers may not use or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Performance Rebate Program, \$15,000 Medical-Only Program or the Drug-Free Safety Program.

Certification

(Officer name) certifies that he/she is the (Title) of

Sheffield Clearview Schools, the employer referred to above, and

(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

(Officer signature)

(Date)



**Ohio Schools Council**  
**Group Retrospective Rating Agreement of Participation and Consent**

Page 1 of 2

Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to Sheffield Clearview Schools ("Participant"), located at 4700 Broadway Lorain, OH 44052, which includes enrollment into the Ohio Schools Council ("OSC") Group Retrospective Program ("Program") for the Program year January 1, 2018 to December 31, 2018, as well as administrative services for the same period, and is subject to renewal as stated hereafter:

Said services consist of:

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

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

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

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

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

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

**Ohio Schools Council**  
**Group Retrospective Rating Agreement of Participation and Consent**

Page 2 of 2

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

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

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

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2018 to December 31, 2018. Participant acknowledges and agrees OSC shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of OSC and Sheakley.

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

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

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

In WITNESS WHEREOF, the parties have executed the Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Ohio Schools Council

Applicant/Participant: **Sheffield Clearview Schools**

By \_\_\_\_\_  
*[Signature]*

By \_\_\_\_\_  
(signature)

Title President

Title \_\_\_\_\_

Sheakley *[Signature]*  
By \_\_\_\_\_

Employer Policy No. 34750351

Email SEAN.NUCCIO@CLEARVIEWSCHOOLS.

Title CEO



\*17-623765\*

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



**MASTER SERVICE AGREEMENT**

BETWEEN

**META SOLUTIONS**

AND

**CLEARVIEW LOCAL SCHOOL DISTRICT**

DATE:

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## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (hereinafter the "Agreement") is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between META Solutions, an Ohio Regional Council of Government whose principal office is located at 100 Executive Drive Marion, OH 43302 (hereinafter "META") and Clearview Local School District whose address is 4700 Broadway Avenue, Lorain, Ohio 44052 (hereinafter "Owner"), (each a "party" and together "parties").

WHEREAS, META is an information technology center comprised of a consortium of member school districts (hereinafter the Member Districts") and is organized as a regional council of government as defined in Ohio Rev. Code Chapter 167;

WHEREAS, Owner is an organization authorized by the Ohio Department of Education to utilize services of an information technology center; and

WHEREAS, Owner is a Member District of META as defined in META's Constitution.

NOW, THEREFORE, for the agreements outlined herein and other good and valuable consideration the parties hereby agree as follows:

### 1.0 Responsibilities of META.

1.1 META shall perform all work and do all things necessary to perform the information technology services on behalf of Owner, as described in Schedule I attached hereto and identified as "Services Manifest", which includes the scope of the work and other particulars with respect to the information technology services as more fully laid out in this section of the Agreement (hereinafter referred to as the "Services"). Services shall be provided in conformity with the policies of META generally applicable to recipients of similar services, as such policies currently exist or are hereafter adopted or amended.

1.2 META shall provide Owner with sufficient training opportunities as necessary for the Owner to effectively utilize the Services, based upon mutual agreement between the parties.

1.3 META will be the point of contact for all service problems experienced by Owner related to the provision of Services. If Education Management Information System ("EMIS") Services are provided as included Services under this Agreement, META will work with Owner to fix EMIS fatal errors that may be generated regarding Owner's data.

1.4 META will comply with any security standards necessary to meet state and federal auditing requirements.

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to



## MASTER SERVICE AGREEMENT

Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner's agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner's execution of a separate agreement with META concerning the same.

1.7 META reserves the right to discontinue Owner's access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties' expectations regarding the Owner's conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.<sup>1</sup> META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

### 2.0 Responsibilities of Owner.

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

2.4 If data conversion is necessary in the course of providing Services and available from META, Owner shall pay META for data conversion costs as billed by META or, alternatively,

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<sup>1</sup> OAC 3301-3-01 (B)(5), Effective 05/22/2010



## MASTER SERVICE AGREEMENT

Owner agrees to procure the necessary data conversion services from a third party vendor within a reasonable amount of time.

2.5 Except as specifically provided in this Agreement, Owner shall be responsible for maintaining the hardware and connections necessary to access the Services provided under this Agreement, including internet access, Local Area Networks, and other utilities as needed.

2.6 Owner shall not resell access to any of the Services provided under this Agreement.

2.7 Owner may utilize the Services provided hereunder only for educational and educational administrative-related services.

2.8 If requested for an audit of META or its Services, Owner will, to the fullest extent permissible under the law, provide such information as META or its auditors may request.

2.9 Owner shall be solely responsible for unauthorized access to the Services or data.

2.10 META will require current written authorization from Owner authorizing user access to, or the discontinuance of access to, username and password protected data.

2.11 Owner understands and agrees that, except as required by state and federal regulations, META will exercise no control over the information that Owner and its users may transmit and receive as a result of the provision of Services by META. Owner assumes full responsibility for any and all access to, transmission, and usage information accessed or sent by its users through the Services.

2.12 Owner understands and agrees that META shall have no responsibility for the Owner's or its users' accessing or transmitting offensive or unlawful information, interference, or unlawful access to others' information or networks, or other offense or unlawful activity for which the Services may be used.

2.13 Any violation of these requirements of Owner contained in this Agreement, the rules and regulations of the State Board of Education, federal law, or state law, or for knowingly permitting or encouraging unauthorized access to the Services may result in termination of Services to Owner and/or could result in legal action against Owner.

3.0 **The Contract Documents.** The Contract Documents consist of this Agreement and any Exhibits attached hereto, and META's Constitution, META's Bylaws, and any agreements with third-parties which currently impact the Services to be provided under this Agreement. These documents shall be a part of this Agreement as if attached to this Agreement or repeated herein. META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.



## MASTER SERVICE AGREEMENT

4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2017 and shall continue until June 30, 2018, (hereinafter the "Contract Term") subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

### 5.0 **Contract Price and Payment by Member Districts.**

5.1 META is specifically authorized to bill and collect monies for the Services provided directly to and from Owner. Owner shall pay a fee of \$15.25 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the "Contract Price") along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.

5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META's sole discretion may elect to either 1. Suspend the Services of Owner until Owner has paid its balance in full; or 2. Permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.

### 6.0 **META's Responsibilities and Warranties.**

6.1 OWNER EXPRESSLY AGREES THAT USE OF META'S SERVICES UNDER THIS AGREEMENT ARE AT OWNER'S SOLE RISK. OWNER ALSO EXPRESSLY AGREES THAT THESE SERVICES ARE PROVIDED ON (a) AN "AS IS," "AS AVAILABLE" BASIS





## MASTER SERVICE AGREEMENT

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (b) NO ADVICE GIVEN BY META'S EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE EMPLOYEES OF META'S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND; and (c) UPLOADING, DOWNLOADING, STORING, TRANSMITTING, AND OTHERWISE ACCESSING OR DISTRIBUTING INFORMATION VIA THE SERVICES BY MEMBER DISTRICTS AND/OR THEIR USERS IS AT MEMBER DISTRICT'S OWN RISK.

6.2 OWNER ALSO EXPRESSLY AGREES THAT META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META'S SERVICES BY OWNER OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY THE MEMBER DISTRICTS IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

6.3 META shall not be liable for failure to provide Services if such failure is caused by any cause outside of META's control, acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.

6.4 META shall not be liable as a result of the actions, errors, omissions, or negligence of Owner or its personnel, employees, agents, or users.

6.5 META shall not be liable with regards to third parties for any action, error, omission, or negligence of Owner and/or its users.

7.0 **Changes in the Services.** There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.



## MASTER SERVICE AGREEMENT

8.0 **Indemnification.** To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 **Ownership of Property.**

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 **Confidentiality.** META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 **Termination by Owner.** If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of such written notice, META shall have thirty (30) days to conform its behavior to meet the requirements of this Agreement. In the event that META is still in breach of this Agreement at the expiration of this thirty (30) day period without reasonable cause, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement.

12.0 **Effect of Termination by Owner.** In the event that Owner decides to terminate this Agreement pursuant to Section 4.0 or Section 11.0 of this Agreement, then, upon such termination,



## MASTER SERVICE AGREEMENT

Owner shall immediately withdraw as a Member District of META in accordance with META's Constitution and Bylaws.

13.0 **Assignment.** This Agreement and Owner's rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of META.

### 14.0 **Miscellaneous Provisions.**

14.1 This Agreement shall be construed in accordance with, and governed by, the laws of the state of Ohio. The parties agree that any action brought by either party against the other in state court shall be properly venued only in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venued only in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

14.2 There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

14.3 This Agreement along with all exhibits attached hereto and other Contract Documents represents the entire agreement between the parties on this subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. If any of the provisions contained in this Agreement, as amended from time to time, are inconsistent with the provisions of the other Contract Documents, then the provisions of this Agreement, as amended, shall prevail.

14.4 The obligations, warranties, and representations of either party under this Agreement that are of a continuing nature shall survive expiration or termination of this Agreement, unless otherwise explicitly agreed to in the Contract Documents or by operation of law.

14.5 No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as



## MASTER SERVICE AGREEMENT

closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

14.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

14.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

14.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

15.0 **Signatures.** By signing this Agreement, the individuals indicate all of the following:

15.1 They are authorized to sign on behalf of their respective entities; and

15.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

15.3 All information provided in connection with this Agreement is true and accurate; and

15.4 This Agreement has been approved by formal action of the Board of the respective party; and

15.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.

{Signature Page Follows}



## MASTER SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

FOR OWNER:

Clearview Local School

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Authorized Signature

META Solutions

\_\_\_\_\_  
Authorized Signature

Digitally signed  
by David Varda  
Date: 2017.03.27  
14:17:48 -04'00'

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Authorized Signature

3625832.1 : 10044 00004



MARION OFFICE  
 100 Executive Drive  
 Marion, OH 43302  
 P: 740 389 4798  
 F: 740 389 4517

COLUMBUS OFFICE  
 2100 Citygate Drive  
 Columbus, OH 43219  
 P: 614 473 8300  
 F: 614 473 8324

**SCHEDULE I  
 CORE SERVICES SUMMARY OF COSTS**

This schedule is hereby made a part of the Agreement for 2017-18 by and between the Clearview Local School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

<b>Services</b>
Fiscal Support for State Software
SIS Support for any SIS Package PowerSchool, ProgressBook (including GradeBook) & Infinite Campus
EMIS Support
Purchasing Co-op Membership

<b>Headcount</b>	<b>1,619</b>
<b>Cost (\$15.25 per headcount)</b>	<b>\$24,689.75</b>

\_\_\_\_\_  
 Clearview Local Authorized Signature

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

  
 Meta Authorized Signature

Digitally signed by David Varda  
 Date: 2017.03.28 11:45:33 -04'00'

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



## **LIBRARY SERVICES/INFOHIO STATEMENT OF WORK**

### **Overview**

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META is proud to provide its members a broad spectrum of educational solutions. Included in these are the minimum set of state-subsidized information technology services that each ITC is required by the Ohio Department of Education to offer its user entities. Core services are determined through policies issued, and guidelines periodically communicated, by ODE.

The Parties have entered into a Master Service Agreement for services, including but not limited to Library Automation via INFOhio (the "Agreement"). In accord with the terms set forth in the Agreement and the incorporation hereof, this statement of work (SOW) shall outline the scope of work as well as additional terms associated with the provision of Library Services/INFOhio support.

### **Support Mission**

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META Library Services, together with INFOhio, supports and enriches teaching and learning by providing equitable access to quality resources for educators and students as well as library automation—all promoting information literacy and media literacy through the use of technology.

### **Services Defined**

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#### **Standard Implementation (INFOhio specific)**

- META will work with district IT staff to ensure library equipment is configured according to INFOhio specifications.
- School District will provide a 'library coordinator' who is knowledgeable and proficient with the library automation software and who will serve as the META point-of-contact to be responsible for any META school district requirements in this Agreement.
- Database management for school libraries which includes:
  - Consultation with library staff to determine licensure/library policies/procedures for efficient implementation of library software;
  - Hosting all data on META servers and management of servers;
  - Regular data backup including off-site backup protection; and
  - Integration of patron data into library software.
- Initial Training with district leadership team
  - 'New Library Staff' training will be provided by META in August/September. Upon completion of training, new library staff will be given software log in access.

### **Level 1 Support**

- Helpdesk—This service is the primary support mechanism and is offered via META's Web Helpdesk ticketing system. META will provide timely assistance to school library client in order to resolve problems or after troubleshooting, escalate to the appropriate department for resolution.
- META will provide instructional documentation for all software as well as 24/7 electronic access to the same.
- META will provide "MARC record specifications" to libraries for each of their vendors so that coding of library holdings is in compliance with INFOhio specifications. META will auto-load MARC records provided by vendors who follow the INFOhio specifications.
- Training & Communication
  - Training sessions—Software training and library professional development opportunities are provided several times during each school year. Content includes: Circulation, Reports (included with Circulation and Inventory), Inventory, New Features (as needed), Electronic Resources (as needed), and the Online Public Access Catalog (OPAC) (included with Circulation). 'Existing Library Staff' Professional Development/Training opportunities will be provided on an as need basis by META.

### **School District Responsibilities**

- School District will ensure library computers/equipment meet INFOhio specifications and that the Library Staff be granted the proper permissions to the installation directory and the documents and settings directory as outlined by INFOhio.
- School District will coordinate the submittal of student data (from student software system), in a pre-defined format determined by META, on a daily basis.
- School District will coordinate staff attendance at library trainings/meetings to ensure compliance of training requirements:
  - New Library Staff must attend a minimum of 3 'new staff' trainings (in year one) that are provided by META. Upon completion of basic training, new staff will be given software log in access.
  - Existing Library Staff will attend at least 2 META meetings/trainings annually.





MARION OFFICE  
 100 Executive Drive  
 Marion, OH 43302  
 P: 740 389 4798  
 F: 740 389 4517

COLUMBUS OFFICE  
 2100 Citygate Drive  
 Columbus, OH 43219  
 P: 614 473 8300  
 F: 614 473 8324

**SCHEDULE II  
 SUMMARY OF COSTS**

This schedule is hereby made a part of the Agreement for 2017-18 by and between Clearview Local Schools and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Service	Cost
INFOhio Library Services	\$2.90/student
IEP Anywhere	\$1.50/student

<b>Headcount</b>	<b>1,619</b>
<b>Total Schedule II Cost</b>	<b>\$7,123.60</b>

Owner Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

 Digitally signed by David Varda  
 Date: 2017.03.29 15:34:56 -04'00' \_\_\_\_\_ Date: \_\_\_\_\_

META Authorized Signature

7. In case of a placement dispute or disagreement, the L.E.A.'s due process and grievance procedures shall be followed.
8. In case of a need for a change of placement during the term of the existing I.E.P. the LEA shall be responsible for evaluation of need, I.E.P. requirements, and transition.
9. Conduct evaluations as necessary to complete and maintain students Multifactorial Evaluation and re-evaluation requirements.
- 10. In the case of preschool students, enter into, and adhere to terms of agreement for payment of per pupil fee.**

### **LCBDD Responsibilities:**

1. For annual review and/or other meetings designed to address student needs:
  - a. Notify parent/guardian of meeting, purpose of meeting, the participants of meeting, the time and place of meeting.
  - b. Notify participants of meeting.
  - c. Maintain documentation of contact and attempts to contact parent/guardian of meeting.
  - d. Arrange for re-scheduling of meetings, if necessary.
2. Maintain records of appropriate documents.
3. Provide necessary documents to LEA and Parent/Guardian.
4. Provide an authorized designee to attend meetings to serve as LCBDD representative.
7. Ensure the signature of an authorized representative on the I.E.P documents.

### **PROVISION OF SERVICES**

#### **LEA Responsibilities:**

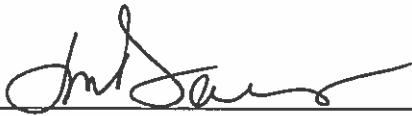
The Local Educational Agency will be responsible for the following:

1. Referral of eligible students to LCBDD.
2. Provide transition services from Part C to Part B.
3. Submission of completed multifactorial evaluation and any re-evaluation to LCBDD.
4. Any additional supports and/or services as necessary for student to participate in a separate facility placement and access to the curriculum including, but not limited to, 1:1 personal attendants as prescribed by the IEP. *If the LEA does not send a Personal Attendant as prescribed in the IEP for a child who is in attendance at Murray Ridge School, or if the LEA sends a Personal Attendant who does not have the training required under this Agreement, LCBDD may, at its discretion and if resources are available, assign an LCBDD employee to serve as the student's Personal Attendant for the day; if LCBDD provides a Personal Attendant in accordance with the terms of this Agreement, LCBDD shall bill the LEA at a rate of \$150 per school day for the Personal Attendant, and the LEA shall remit payment within 90 days.*
5. The LEA shall ensure that all personal attendants assigned to Murray Ridge School have participated in a para-professional training program that is provided by the LCBDD. This requirement may be waived in individual cases at the sole discretion of the LCBDD superintendent.

**LCBDD Responsibilities:**

LCBDD will make available the following services for students placed at Murray Ridge School.

1. Certified classroom teacher.
2. Classroom aide.
3. Transportation
4. Speech and Language Therapy and/or consultation
5. Occupational Therapy and/or consultation
6. Physical Therapy and/or consultation
7. Physical Education - (adapted to the students particular needs)
8. Delegated Nursing/Nursing
  - Positioning
  - Toileting
  - Feeding
  - Medication Administration
9. Administrative and Supervision services to monitor appropriate implementation of guidelines in accordance with Ohio Department of Education and Ohio Department of DD policies and procedures.



\_\_\_\_\_  
Superintendent/Designee - (LEA)

3-24-17

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Designee - (LCBDD)

\_\_\_\_\_  
Date

*Please Note: Services in relation to Satellite programs are based upon the individual contract language as agreed upon by LCBDD and the individual Local Educational Agency.*

**AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN THE LORAIN COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES AND  
CLEARVIEW LOCAL SCHOOL DISTRICT**

This is an agreement between:

**Lorain County Board of Developmental Disabilities, (LCBDD)**

and

**Clearview Local Schools a Local Educational Agency (LEA).**

### **DELIVERY OF SERVICES**

The LCBDD provides educational services to eligible individuals of LEA's for whom it is determined placement at Murray Ridge School is the most appropriate educational setting. LCBDD provides programs in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities and follows the Ohio Department of Education's Policies and Procedures for the Education of Children with Disabilities.

The LCBDD provides both preschool and school aged services.

The preschool is an integrated, center based program that serves children 3 through 5 years old. There is a per student tuition charged to LEAs for preschool services.

School-aged services are provided at Murray Ridge School, or a mutually agreed upon site, and serve students 6 through 21 years old. There is no cost to Lorain Country school districts for school-aged students.

LCBDD shall cooperate with each student's School District of Residence in the development of an Individual Educational Plan (I.E.P.) for each student. Delivery of services shall be based upon the I.E.P. and shall be designed to meet the unique needs of the child/student. The I.E.P. shall be developed in a team planning conference and revised as often as necessary, but at least annually.

### **PLACEMENT PROCEDURES**

#### **LEA Responsibilities:**

1. For initial placement
  - a. Confer with LCBDD school administration
  - b. Notify parent/guardian of meeting, purpose of meeting, the participants of meeting, the time and place of meeting, and provide parent the notice of procedural safeguards.
  - c. Notify participants of meeting.
  - d. Maintain documentation of contact and attempts to contact parent/guardian of meeting.
  - e. Arrange for re-scheduling of meetings, if necessary.
2. Obtain all required signatures on appropriate documents.
3. Maintain records of appropriate documents.
4. Provide necessary documents to LCBDD school administration.
5. Provide an authorized designee to attend meetings to serve as LEA representative.
6. Ensure the signature of an authorized representative on the I.E.P. documents.

File: IGAE

## HEALTH EDUCATION

The Board is committed to a sound, comprehensive health education program as an integral part of each student's general education. At a minimum, the health education program meets the requirements established by State law and includes instruction in nutrition; drugs, alcohol and tobacco; venereal disease; personal safety and assault prevention (grades K-6); dating violence prevention (grades 7-12); prescription opioid abuse prevention, and anatomical gifts.

The Board believes that the greatest opportunity for effective health education lies with the public schools because of the opportunity to reach almost all students at an age when positive, lifelong health, wellness and safety habits may be instilled.

The health education program emphasizes a contemporary approach to the presentation of health, wellness and safety information, skills and knowledge necessary for students to understand the functioning and proper care of the human body and tools for recognizing the characteristics of healthy relationships and the warning signs of dating violence.

In an effort to promote a relevant approach to the instruction of health education, the Board continues to stress the need for curricular, personnel and financial commitments to ensure a health education program of high quality in the public schools.

Per ORC 3313.602, beginning with the 2017-2018 school year, each school district which offers grades nine to twelve shall provide instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator. Instruction shall include the psychomotor skills necessary to perform cardiopulmonary resuscitation and use an automated external defibrillator. "Psychomotor skills" means the use of hands-on practice to support cognitive learning.

*NOTE: According to State law, the study of health education must include instruction in:*

- 1. the nutritive value of foods, including natural and organically produced foods, the relation of nutrition to health and the use and effects of food additives;*
- 2. the harmful effects of and legal restrictions against the use of drugs of abuse, alcoholic beverages and tobacco;*
- 3. venereal disease education (students may be excused from this instruction with a written request by parents);*
- 4. personal safety and assault prevention for students in kindergarten through grade six (students may be excused from this instruction with a written request by parents);*
- 5. age-appropriate instruction in dating violence prevention for students in grades 7 through 12 that must include recognizing the warning signs of dating violence and the characteristics of healthy relationships;*
- 6. prescription opioid abuse prevention, with an emphasis on the prescription drug epidemic and the connection between prescription opioid abuse and addiction to other drugs, such as heroin-and*
- 7. the process of making an anatomical gift, with an emphasis on the life-saving and life-enhancing effects of organ and tissue donation.*

*In addition, upon written request to the building principal and within a reasonable amount of time, a parent of a student under 18 years old may examine the school's dating prevention materials at the school.*

[Adoption date: August 19, 1991]

[Re-adoption date: March 19, 2001]

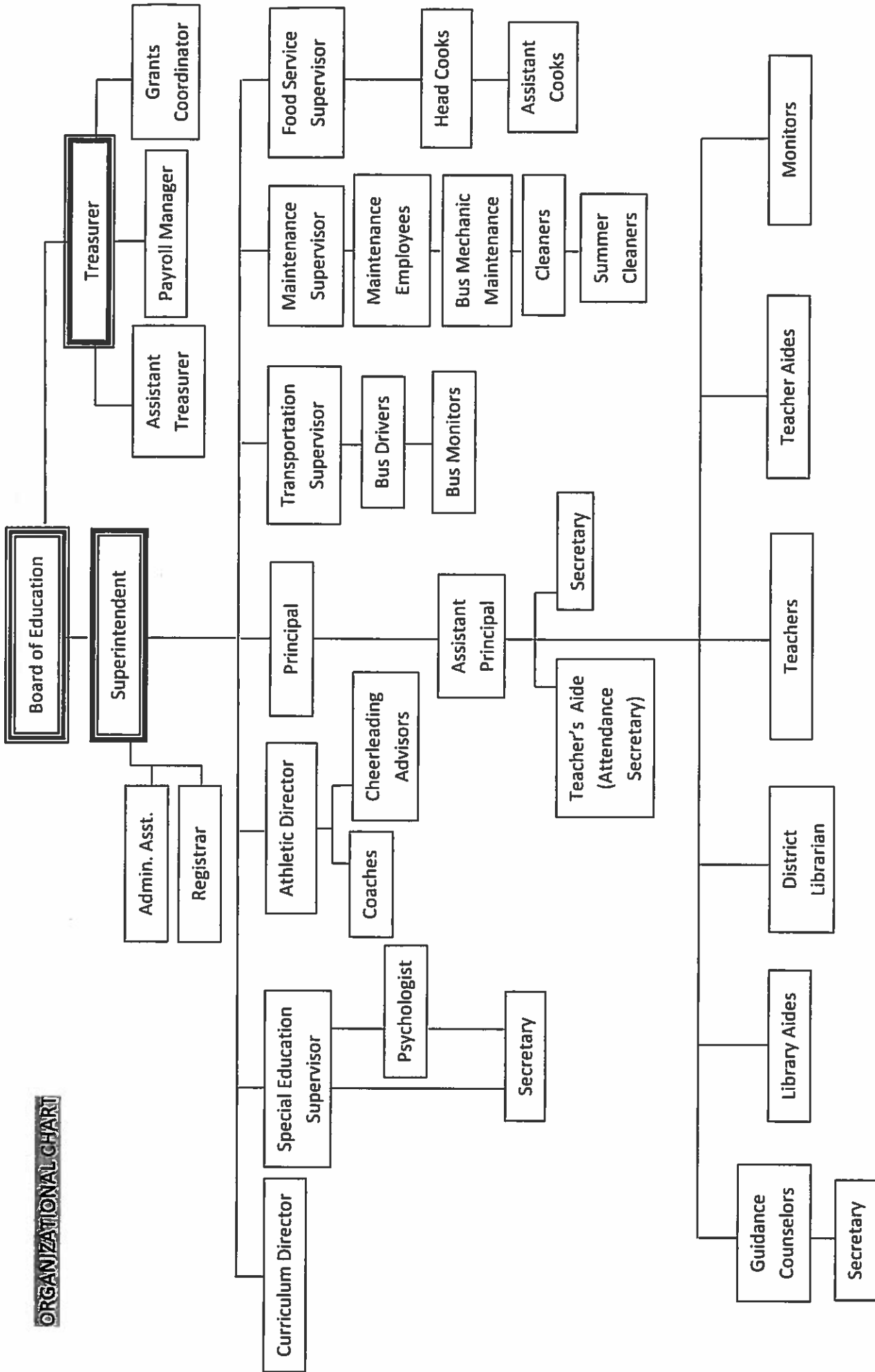
[Re-adoption date: October 18, 2004]

[Re-adoption date: October 10, 2011]

LEGAL REFS.: ORC 3313.60; 3313.666  
3319.073  
OAC 3301-35-04; 3301-35-06

CROSS REFS.: EB, Safety Program  
EBC, Emergency Management and Safety Plans  
EFG, Student Wellness Program  
IGAF, Physical Education  
IGAG, Drugs, Alcohol and Tobacco Education  
IGAH, Family Life Education  
IGAI, Sex Education  
JFC, Student Conduct (Zero Tolerance)  
JFCF, Hazing and Bullying (Harassment, Intimidation and Dating Violence)  
JHF, Student Safety  
JHG, Reporting Child Abuse

**ORGANIZATIONAL CHART**



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