

FIVE YEAR FORECAST ASSUMPTIONS – October 10, 2018

REVENUE ASSUMPTIONS

Property Taxes

Property taxes are levied and collected on a calendar year basis in contrast to a District's fiscal year which runs from July 1st to June 30th of each year. Compounding the complexity of forecasting tax collection revenues both the effective millage rate and the total assessed valuation change from year to year. School Districts receive property tax revenues from two different calendar years resulting in different assessed values. The assessed values can change as a result of new construction, reappraisal, tax appeals received by the county and levies newly approved by voters.

Property tax revenue estimates are based upon historic growth patterns, including collections, scheduled updates are reappraisals, and are substantiated by information provided for the upcoming fiscal year from the Lorain County Auditor. Clearview LSD property valuation has increased however, tax valuation appeals reduced the overall increase, as a result, the collection on the inside millage can change accordingly. Inside millage is the unvoted property tax authorized by the Ohio Constitution and established by the General Assembly which may not exceed ten mills in any taxing district.

Lorain County reappraises all real property. This process is required to be performed every six years with reappraisal performed on a triennial basis per Ohio Revised Code Section 5715.33. The last reappraisal was performed in 2015 and become effective in 2016.

House Bill 920 effectively freezes revenue for the vast majority of real property tax millage that is collected by the School District to the amount that was calculated at the time the millage was approved by the voters. Clearview LSD will not see an increase in millage due to the adjustments in property tax value for earlier approved levies. Property taxes will increase for the unvoted, inside millage which does increase with property tax valuations. Property taxes can conversely decrease with a decrease in valuation for the inside millage.

10% Homestead and 2.5% rollback are not included in the property taxes line. Both are included in the Property Tax Allocation (1.050). The homestead reduction applies to residential owned property. The rollback reduction applies to owner-occupied residential properties only. The State of Ohio reimburses the District for the lost revenue.

In 2007, state leaders expanded the homestead exemption to make property tax relief available to more than a half million additional senior citizens and permanently and totally disabled Ohioans. The homestead exemption dates back to 1971 and has long offered those who qualify the chance to shield part of their "homestead" — a dwelling and up to one acre — from property taxation. But for years, most senior citizens and disabled Ohioans were excluded because of income. The

redesigned exemption offers all eligible homeowners, regardless of income, the opportunity to shield up to \$25,000 of the market value of their homestead from property taxation. The reduction in property value reduces property tax revenue.

Unrestricted Grant-in-Aid

Revenues from unrestricted grant-in-aid is projected to remain flat based on the current State formula, anticipated growth and based on historical patterns. Casino revenue also appears to be flat-lined and even depicting a reduction from 2016 going into 2017, then an increase going into 2018. In 2019, the revenue is estimated at the 2018 level.

Litigation has been pending in Ohio courts since 1991 questioning the constitutionality of Ohio's system of funding and compliance with constitutional requirements that have the State provide a "thorough and efficient system of common schools". On December 11, 2002, the Ohio Supreme Court, in a 4-3 decision on a motion to reconsider its own decision rendered in September 2001, concluded (as it had in 1997 and 2000) that the State did not comply with that requirement, even after again noting and crediting significant State steps in recent years. The Court directed the General Assembly "to enact a school-funding scheme that is thorough and efficient, as explained in its prior 1997 and 2000 decisions and the accompanying consequences.

In its prior decisions, the Court had stated as general base threshold requirements that every school district have:

- Enough funds to operate
- An ample number of teachers
- Sound and safe buildings
- Equipment sufficient for all students to be afforded an educational opportunity.

With particular respect to the funding sources, the Supreme Court had concluded in 1997 and 2000 decisions, and one concurring Justice stated again in the recent decision, that property taxes no longer may be the primary means of school funding in Ohio.

The State funding for schools is based on several factors of which are subject to deliberations and approval of the Ohio General Assembly. Due to the economic conditions within the State and anticipated short fall in tax revenues in the next biannual budget, the level at which the State will fund schools is uncertain. This has culminated in a negative impact to the General Fund balance beginning in fiscal year 2013 and thereafter.

Casino revenue is approximately \$50/student. The opening of additional casinos and along with a full year of operations is the reason for the increase from the original \$20/student. Casino revenue will be estimated at approximately \$85,000 for fiscal year 2019 moving forward. We have been assuming a reduction in the casino revenue due to the opening of the Rockcino at Northfield Park, Thistledown, River Downs and the new racino in Warren County. The Ohio Lottery Commission receives a share of the racino revenue which is not commingled with the casino revenue.

Restricted Grant-in-Aid

Revenue from restricted grant-in-aid should be decreased based upon historical inflationary rates or other indicators that may be introduced in any new legislation. Career Tech amounts are depicting a decrease from the level of income reported in FY15 through FY18; FY19 forward are fairly flat. Increases and decreases have been negligible.

Restricted Federal Grant-in-Aid – SFSF

The State Fiscal Stabilization Fund program, line 1.045 also known as the State Fiscal Stabilization Fund, has long since been eliminated and will not provide any further revenue to the District. This program was a one-time appropriation of \$53.6 billion under the American Recovery and Reinvestment Act of 2009 [ARRA]. Of the amount appropriated, the U. S. Department of Education will award governors approximately \$48.6 billion by formula under the SFSF program in exchange for a commitment to advance essential education reforms to benefit students from early learning through post-secondary education, including: college- and career-ready standards and high-quality, valid and reliable assessments for all students; development and use of pre-K through post-secondary and career data systems; increasing teacher effectiveness and ensuring an equitable distribution of qualified teachers; and turning around the lowest-performing schools. Therefore, no revenue is forecasted over the next five years.

Tangible Property Tax Changes in H.B. 66

House Bill 66 phased out the tax on the tangible personal property of general businesses, telephone and telecommunication companies, and railroads. The tax on general business and railroad property was eliminated in 2009, and the tax on telephones and telecommunication property was eliminated in 2011, reducing the assessment rate on the property each year phases out the tax. At the same time, the bill replaces the revenue lost due to the phasing out of the tax.

Advances and Transfers

Revenues and advances are based on historical patterns. The advances are used for closing out the fiscal year-year grants, and then return the following July to the proper account.

All Other Sources

Revenues from all other sources are based on historical patterns. This year and in the foreseeable future, interest rates will have improved over prior years. The number of students living in the District and attending Clearview Local Schools has decreased. As a result, the District has been accepting more open enrollment students. The April #2 foundation report projects \$3,800,509 open enrollment adjustment. The open enrollment estimate for 2019 through 2023 will remain relatively at this level.

EXPENDITURE ASSUMPTIONS

Personal Services and Employees' Benefits

Expenditures for personal services and employees' benefits are based on negotiated agreements and historical patterns and include medical premiums, pension payments, Medicare, workers compensation and unemployment insurance. Increases in salaries and wages result in the other benefits to increase at similar percentages. The current classified agreement is in effect until June 30, 2019. The current certified agreement is in effect until July 31, 2019.

Lake Erie Regional Council [LERC], the District's insurance consortium, met and agreed upon holding premium costs at the same level as 2018, therefore the forecast assumes no increase for insurance premiums for 2019 but a 7% increases for every year after that. Union membership agreed to move to LERC standard plans effective January 1, 2015. Also, both unions have agreed to the LERC spousal language, providing savings to the District. LERC granted two insurance premium holidays in fiscal year 2018. The District awaits a decision whether LERC anticipates granting a premium holiday in 2019 and beyond. Therefore, 12 months of premium was factored into the 2019 through 2023 calculations.

Severance Pay

In accordance with Article 24.03 of the Clearview Education Association, certificated bargaining unit members shall receive their severance pay in three equal installments beginning in February of the calendar year following the date of retirement and the following two Februarys thereafter. Bargaining unit members may elect to have their triennial severance payments deposited into a 457 Ohio Deferred Compensation Plan. These annual payments have typically been between \$75,000 and \$120,000.

Purchased Services

Expenditures for purchased services are based on historical patterns and other indicators included in new legislation. Indicators included in these assumptions include cost to other districts for special education instruction, tuition, utility costs, repairs, professional services, technical services and professional leave reimbursements. The District will be contracting with a firm for the purpose of hiring substitute certified and classified staff with the exception of bus drivers. In addition, District will not have to pay the substitute certified staff pension and Medicare costs. These costs will be shifted to contracted services provider. The District will pay an administrative fee for the substitute services based on the number of substitutes used. The District has a contract with Epiphany Group for the purpose of technology maintenance and repair. The annual contract is approximately \$83,000.

Supplies and Materials

Expenditures for supplies and materials are based upon historical patterns and other indicators included in new legislation including textbooks adoptions, instructional supplies, office supplies, software, vehicle supplies, enrollment, and other programs. In fiscal year 2018, the District

expended \$2,655,210 on supplies and materials. The District estimates that it will spend slightly more in fiscal year 2019.

Capital Outlay

Expenditure for capital outlays are based on historical patterns and other indicators included in new legislation including technology initiatives, bus replacement and copier replacements. The District has been investing in technology to be able to compete with neighboring districts. Most technology purchases are through CDW, Inc., recommended by Epiphany Group. Technology purchases amounted to approximately \$92,000 in fiscal year 2018. In 2019, the following is anticipated: licensing cost = \$7,411, Laptops, monitors and cabling = \$50,935, projectors and cameras = \$11,100, speakers, mice keyboards switches and adaptors = \$1,000. Additionally, the District anticipates spending roughly \$500,000 toward security and land purchases. District infrastructure and building improvements are anticipated from 2019 through and including 2023 as capital assets are deteriorating and in need of refurbishment or replacement.

Other Objects

Expenditures for other objects are based upon historical patterns and other indicators included in new legislation. Indicators such as Lorain County Auditor's fees, treasurer fees, banking fees, Lorain County ESC deductions, election fees and audit fees are included.

General Fund Debt

In December 2012, the District obtained a 350,000 tax anticipation note due June 30, 2013. The terms of the note have been amended with the payoff date being extended to July 15, 2015. The District paid \$162,500 in Fiscal Year 2014. In fiscal year 2015, the District owes \$125,000. The remaining \$62,500 will be due in July 2015. The District does not presently have any General Fund debt.

Advances and Transfers Out

Expenditures for advances and transfers are based upon historical patterns and other indicators included in new legislation.

Summary

The information provided above, combined with the information provided on the forecast are used as a tool to assist the District in determining short and long-term needs. The forecast and the assumptions directly affect each other. Assumptions positively or negatively affect the five-year forecast.

Current or passed pending legislation will have both positive and negative impacts to the ongoing financial health of the District. Some items that are reflected in the five-year forecast include:

- Reduced state funding for public schools
- Expansion of school voucher programs
- Increased medical contributions

- Increased contributions for employer and employee retirement

Sources for forecast include documentation from the Lorain County Auditor's office and the Ohio Department of Education, the Office of Budget and Management and District records.

**CLEARVIEW LOCAL SCHOOL DISTRICT
IOWAIN COUNTY**

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE FISCAL YEARS ENDED JUNE 30, 2016, 2017 AND 2018 ACTUAL,
FORECASTED FISCAL YEARS ENDING JUNE 30, 2019 THROUGH 2023**

Line Number	Fiscal Year 2016 Actual	Fiscal Year 2017 Actual	Fiscal Year 2018 Actual	Average Annual Percent of Change	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
					Forecasted	Forecasted	Forecasted	Forecasted	Forecasted
<i>Cash Balance July 1 - Excluding Proposed Renewal/</i>									
7 010	871,230	3,727,332	7,253,170	241.21%	10,648,727	12,500,671	14,198,770	15,514,561	16,400,297
7 020	3,727,332	7,253,170	10,648,727	70.70%	12,500,671	14,198,770	15,514,561	16,400,297	16,809,017
8 010	96,145	196,335	94,300	26.12%	195,000	100,000	195,000	100,000	195,000
<i>Restatement Encumbrances June 30</i>									
Reservation of Fund Balance									
9 010	0	0	0	#DIV/0!	0	0	0	0	0
9 020	0	0	0	#DIV/0!	0	0	0	0	0
9 030	0	0	0	#DIV/0!	0	0	0	0	0
9 040	0	0	0	#DIV/0!	0	0	0	0	0
9 045	0	0	0	#DIV/0!	0	0	0	0	0
9 050	0	0	0	#DIV/0!	0	0	0	0	0
9 060	0	0	0	#DIV/0!	0	0	0	0	0
9 070	0	0	0	#DIV/0!	0	0	0	0	0
9 080	0	0	0	#DIV/0!	0	0	0	0	0
<i>Subtotal</i>									
10 010	3,631,187	7,056,835	10,554,427	71.95%	12,305,671	14,098,770	15,319,561	16,300,297	16,674,037
<i>Fund Balance June 30 for Certification</i>									
Revenue from Replacement/Renewal Levies									
11 010	0	0	0	#DIV/0!	0	0	0	0	0
11 020	0	0	0	#DIV/0!	0	0	0	0	0
11 300	0	0	0	#DIV/0!	0	0	0	0	0
<i>Fund Balance June 30 for Certification</i>									
12 010	3,631,187	7,056,835	10,554,427	71.95%	12,305,671	14,098,770	15,319,561	16,300,297	16,674,037
Revenue from New Levies									
13 010	0	0	0	#DIV/0!	0	0	0	0	0
13 020	0	0	0	#DIV/0!	0	0	0	0	0
13 030	0	0	0	#DIV/0!	0	0	0	0	0
14 010	0	0	0	#DIV/0!	0	0	0	0	0
15 010	3,631,187	7,056,835	10,554,427	71.95%	12,305,671	14,098,770	15,319,561	16,300,297	16,674,037

See accompanying summary of significant forecast assumptions and accounting policies
Includes: General fund, emergency levy fund, SDESF, PBA fund, and any portion of debt service
service fund related to general fund debt

8/14/2018

Clearview High School
4700 Broadway
Lorain, OH 44052

To whom it may concern:

As a class officer for the Class of 2018, I would like to request that the remaining balance in the fund account designated to the Class of 2018 be gifted to the Class of 2019. Thank you for honoring my request to support the next Senior class of Clearview High School.

Sincerely,



Jessica Schrenkel

Advisors



8/14/2018

Clearview High School
4700 Broadway
Lorain, OH 44052

To whom it may concern:

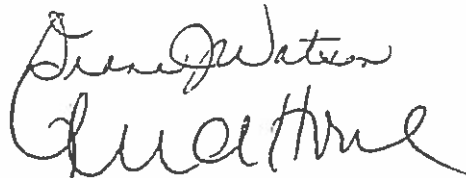
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Sincerely,



Megan Szabo

Advisors



Irene Watson
C. Matthee

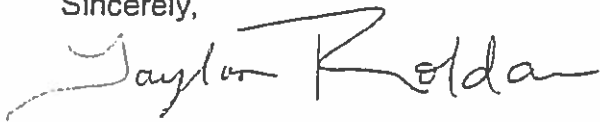
8/14/2018

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4700 Broadway
Lorain, OH 44052

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Sincerely,

A handwritten signature in cursive script that reads "Taylor Roldan". The signature is written in black ink and is positioned below the word "Sincerely,".

Taylor Roldan

Advisors

A handwritten signature in cursive script that reads "Brenda Waters". The signature is written in black ink and is positioned below the word "Advisors".A handwritten signature in cursive script that reads "Alu Althone". The signature is written in black ink and is positioned below the signature of Brenda Waters.

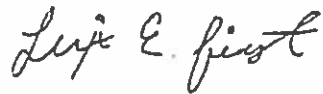
8/14/2018

Clearview High School
4700 Broadway
Lorain, OH 44052

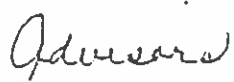
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Sincerely,



Lexi First



Date: 03/28/2018
Time: 2:51 pm

CLEARVIEW LOCAL B. O. E.
Financial Report by Fund/SOC
Class of 2018

Page: 1
(FINSUM)

Begin Balance	NYD Receipts	NYD Receipts	NYD Expenditures	T/TD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund/SOC 200 9163:							
3,279.57	0.00	0.00	0.00	4.50	2,271.07	1.00	2,271.07
GRAND TOTALS:							
3,279.57	0.00	0.00	0.00	4.50	2,271.07	1.00	2,271.07

October 2, 2018

Mr. Pat Metzger
Lorain County Land Reutilization Corporation
Lorain Port Authority
226 Middle Ave. 5th Floor
Elyria, Ohio 44035

RE: 4494 Broadway Ave.
Lorain, OH 44052
PP # 03-00-108-101-098

Dear Mr. Metzger:

The Clearview LSD Board of Education would like to acquire the above-mentioned vacant lot for public purpose. This lot would be ideal to assist with storm water drainage to benefit not only the School's property but also those owners to the North on Broadway.

Please let us know what the next step would be to transfer this property to the School System.

Sincerely,

Mary Ann Nowak
Treasurer

2018
Pay Move
for Teachers/Admin

First Name	Last Name	Movement on Pay Scale
Teachers		
Dustie	Cooper	MA + 15
Johnna	Dimacchia	MA + 15
Dwayne	Hoff	MA + 30
Andrew	Holland	BA + 15
Stephanie	Leonhardt	MA
Sabrina	Lilly	MA + 30
Mark	Majoras	MA + 15
Hillary	Rios	MA + 15
Molly	Streator	MA + 30
Andreana	Sudano	BA + 15
Jodi	Young	MA + 30
Admin		
Lisa	Montag	Step 5, MA+40
Michael	Newman	Step 3, MA+10
Noeleen	Rothacker	Step 5, MA+10



EA education
alternatives

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on _____, 2018, between Clearview Local School District (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and Education Alternatives ("EA"), an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws,

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

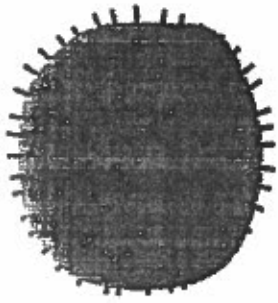
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2018-2019 school year;

The Parties agree as follows:

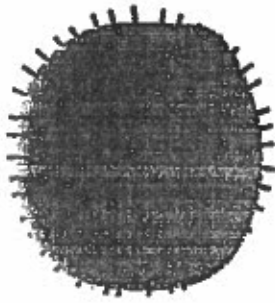
1. EA Programming.

A. The District has the choice of four programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.

- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and behavior management for children ages 3-5.



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- v. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.
2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.
 3. **Term.** The term of this Agreement shall begin July 1st, 2018 and will automatically expire June 30th, 2019.
 4. **Rates and Billing.**
 - A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
 - B. The District shall pay EA the cost of providing the enrolled *Day Treatment* student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
 - C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
 5. **Termination Of A Student's Placement.**
 - A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
 - B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.
 - C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
 - D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.



6. Education Records.

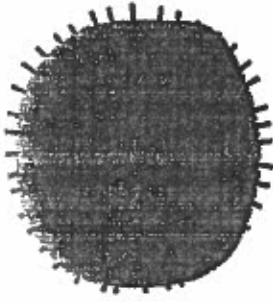
- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifaceted evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

7. Background Checks And Teacher Licenses.

- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

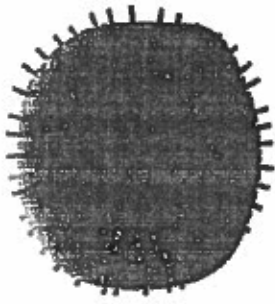
8. Insurance. EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. Indemnification. EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.



10. Miscellaneous.

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.

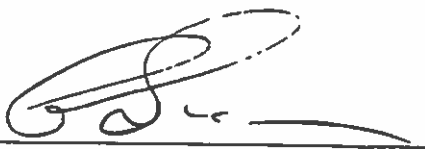


EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

Clearview Local School District

By: 

Gerald Swartz, Executive Director

By: _____

Name: _____

Title: _____

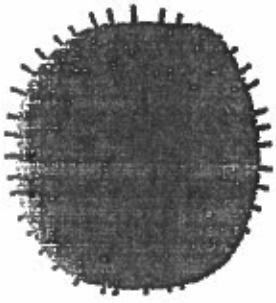
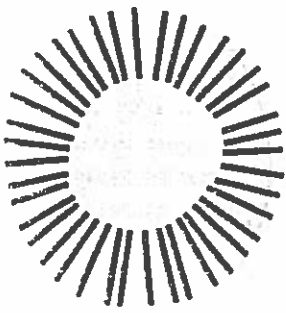


Exhibit A
Education Alternatives Per Diem Rates 2017-2018

Day Treatment Program CARF-accredited educational and therapeutic program.	\$212 per day \$252/Non-Medicaid
One-on-One Aide Individualized services available in accordance with the student's IEP.	\$152 per day
ECHO Program Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$150 per day
Plato Pre-School Early childhood program at EA Ravenna.	\$125 per day
Coral Autism Program Specialized program for students on the autism spectrum at EA Kent.	\$205 per day



STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on _____, 2018, between **Clearview Local School District** (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, ("EA").

BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2018-2019 school year;

THE PARTIES AGREE AS FOLLOWS:

1. Scope Of Services: EA shall:

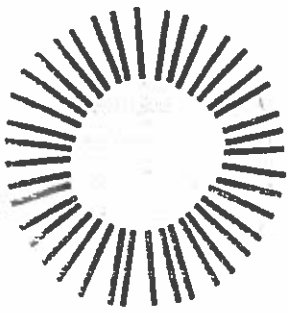
- a. Provide transportation services for the Districts' students, based upon the District's transportation needs during the Term of this Agreement; EA's transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

2. Representations And Warranties. EA represents and warrants that:

- a. EA's vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education's ongoing requirements of having a current driver's license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



3. **Term Of The Agreement.** This Agreement will commence August 27, 2018 and expire on June 30, 2019 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.
4. **Daily Rates, Billing And Payment.**
- The District shall compensate EA **\$42.00 per day** for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
 - The District shall compensate EA an additional **\$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").
 - The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
 - EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
 - In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.
5. **Insurance.**
- General Corporate Liability. During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
 - Automobile Liability. EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.
6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acting directly or indirectly for EA in connection with EA's performance under this Agreement.
7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain



employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.

9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

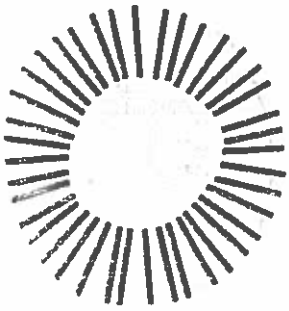
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.

11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.

12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.

13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.

14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

THE DISTRICT

By: _____
Gerald Swartz, Executive Director

By: _____

Name: _____

Clearview Local School District NARCAN ADMINISTERING Policy

PROCUREMENT AND USE OF NALOXONE (NARCAN) IN EMERGENCY

In accordance with state law, the Clearview Local School District shall procure Naloxone ("Narcan") for use in emergency situations. Narcan is a drug that may be obtained with or without a prescription and is used to treat individuals who are experiencing, or may be experiencing, an opioid-related overdose.

The Administrative Guidelines shall:

- A. specify the individuals employed by the Clearview Local School District who may, in accordance with Service Entity SB319, procure Narcan;
- B. include the physician-established protocol(s), as required by law
- C. identify the location in each building where Narcan shall be stored. Location will be easy access to trained personnel, out of reach of students and others;
- D. specify the conditions under which Narcan must be stored, replaced, and disposed of;
- E. specify the individuals employed or under contract with Clearview Local School District who are authorized to use Narcan in emergency situations;
- F. specify the training that the employees or contractors must complete before being authorized to access and administer Narcan; and
- G. specify that the assistance from an emergency medical service provider (911) must be requested as soon as practicable before or after Narcan is administered.

Clearview Local School District

NARCAN ADMINISTERING GUIDELINES

PURPOSE

To establish guidelines governing the utilization of Narcan by the staff of Clearview Local School District.

POLICY

It is the policy of Clearview Local School District that selected staff will be trained in the administration of Nasal Narcan. Kits will be stored in the _____ in a secure area.

PROCEDURE

Narcan may be used when staff reasonably believes that a person is in an opiate-induced state based on the following information/personal observation:

- When a person appears to be suffering from an opiate overdose on school property
- When observing drugs, paraphernalia or any other drug instrument associated with the individual
- When the person is found to be unresponsive, there is an absence of breathing or the victim has no pulse, is unresponsive to a sternum rub or has bluish nail beds or lips

Staff will immediately dial 911 and report that there is a suspected overdose on school property. Follow Service Entity Protocol and administer Narcan as trained. As soon as emergency medical services arrive on the scene, staff will take a secondary role to assist as needed.

Staff will take steps to insure their safety as well as the safety of the victim and use personal protective equipment as needed (gloves, face shield etc...). Other trained staff should be assisting as necessary.

NASAL NARCAN ADMINISTRATION

Post administration of Narcan requires staff to complete an Administration of Narcan Incident Report and submit to the school security or designee.

MAINTENANCE/REPLACEMENT

Narcan is a prescription medication and has a shelf life of two (2) years. The Clearview Local School District will designate a staff member to monitor and replace all Narcan kits subject to dates of expiration.

RECORD KEEPING

School designee, shall maintain:

1. List of all staff trained in the Administration of Narcan on the Service Entity Protocol,
2. Current Naloxone (Narcan) inventory log,
3. Completed incident report for each instance that Narcan was administered with the following information;
 - The date and time of administration,
 - The time 911 was called,
 - The name of the person who received the Narcan,
 - The name of the person who administered the Narcan,
 - The outcome of the incident

Completed incident report shall be kept in the _____ office showing each instance when Narcan was used, by whom, and the outcome of the administration.

Authorized Signature

Date

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE CLEARVIEW SCHOOL DISTRICT BOARD OF EDUCATION
 AND
 THE CLEARVIEW EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into this 1st day of October, 2018, by and between the Clearview Local School District Board of Education (hereinafter referred to as the "Board") and the Clearview Education Association (hereinafter referred to as the "Association").

WHEREAS, the Board and the Association are currently parties to a negotiated agreement effective August 1, 2016, through July 31, 2019; and

WHEREAS, Article 18, Section 18.01 (D) of the current negotiated agreement incorporates the Health Care Plan and the Working Spouse Rule as designed through Lake Erie Regional Consortium ("LERC"); and

WHEREAS, the Board employs individuals who are married and have spouses who are employed by the Board, and are covered by the terms of the negotiated agreement; and

WHEREAS, a grievance was filed by Joel Gleason and the Association on January 30, 2018, concerning whether the Working Spouse Rule set forth in the negotiated agreement applies to individuals who have working spouses who are employed in the District; and

WHEREAS, the parties desire to resolve this matter without further expenditure of time or resources, to permit a married couple either with or without dependents working for the Board to elect health insurance coverage through a family plan instead of having to elect a family plan and a single plan under the Working Spouse Rule as outlined within Article 18, Section 18.01(D), and to reimburse employees who have working spouses (who are not employed by the Board) for the costs associated with outside premium costs incurred by such working spouses.

NOW THEREFORE, the parties agree to the following:


1. The Working Spouse Rule does not apply to married couples who are employed by the Board.
2. Any married couple employed by the Board can elect family coverage irrespective of whether they have dependents. Only one spouse may enroll in the group plan and indicate that the other spouse and any dependents will be covered by the family plan. In the alternative, the Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.
3. For those Board employees who are married and have working spouses who are enrolled in their outside employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Seventy-Five Dollars (\$175.00) per month of actual documented

premium costs paid by the employee's spouse to his/her employer for single or family plans and prescription drug medical coverage. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office by September 1 of each year. Reimbursement shall be made by the Treasurer [within thirty (30) days receipt of the request OR by the second payroll in September of each year].

4. Mr. Gleason and the Association shall withdraw the aforementioned grievance, with prejudice.
5. This MOU shall take effect when signed by both parties, and the language concerning working spouses shall be incorporated into the negotiated agreement upon expiration on July 31, 2019.
6. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties. Any amendment to this MOU must in writing and signed by both parties.

WHEREFORE, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

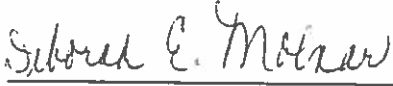


Jerome Davis, Superintendent

10/4/18

Date

CLEARVIEW EDUCATION ASSOCIATION



Deborah Molnar, President

10/2/18

Date