

**CLEARVIEW BOARD OF EDUCATION  
REGULAR MEETING  
NOVEMBER 19, 2018  
6:30 P.M.**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

**IV. APPROVAL OF AGENDA**

**A. RESOLUTION 2018 - 198**

That the Board approve the November agenda, as presented.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

**V. RECOGNITION OF VISITORS AND HEARING OF THE PUBLIC ON AGENDA  
ITEMS ONLY. (Please see Public Participation at Board Meetings.)**

**VI. APPROVAL OF THE MINUTES**

**A. RESOLUTION 2018 – 199**

That the minutes of the Regular Board Meeting held on October 8, 2018, at 6:30 p.m., and Special Board Meeting/Work Session held on October 22, 2018, at 6:30 p.m. be approved as submitted.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

## VII. TREASURER'S BUSINESS AND REPORTS

### A. RESOLUTION 2018 – 200

That the Board accept the November 2018 financial statement, along with the check register.

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

### B. RESOLUTION 2018 – 201

That the Board approve the amendment to the appropriation. No change to the certificate of estimated resources is necessary. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

### C. RESOLUTION 2018 – 202

That the Board approve "Then and Now" certificates over \$3,000.00.

<u>P.O. Number</u>	<u>Vendor</u>	<u>Amount</u>
51754	Meta Solutions	\$ 4,692.20
51844	Ohio HS Athletic Assoc.	\$ 6,596.81

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

### D. RESOLUTION 2018 – 203

That the Board approve the purchase of a 2018 Ford F250 4x4 standard pick-up truck, V-8 engine, 6 speed automatic transmission, complete with spray-in bed liner and snow plow Western V box in the amount of \$41,889.00 less trade in of \$3,700.00.

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

**E. RESOLUTION 2018 – 204**

That the Board accept the agreement with Industrial Appraisal Company for an on-site inspection and appraisal of buildings, site improvements (insurable and uninsurable), fixed equipment and movable equipment in the amount of \$4,400.00, annual updating of property inventory and accounting cost record in the amount of \$220.00 annual updating of insurable values in the amount of \$320.00 and supplying necessary property tags in the amount of \$300.00. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

**F. RESOLUTION 2018 – 205**

That the Board accept the Ohio School Safety Training Grant expected to be awarded in the amount of \$8,943.95 pursuant to Am. Sub. H.B. 318. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

**G. RESOLUTION 2018 – 206**

That the Board accept the proposal with Lesko Architecture for architectural and engineering services associated with the Durling Middle School physical education office in the amount of \$5,000.00. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

**H. RESOLUTION 2018 – 207**

That the Board accept the proposal with Avizzano LED (LED Shoebox Lighting) to update our middle and high school parking lot lighting. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

## **VIII. COMMUNICATIONS**

### **IX. BOARD MEMBER REPORTS**

- a. President's Club – Adkins, Koziura
- b. Delegate to OSBA – Kokinda, Alternate; Koziura
- c. J.V.S. Board Member – Marcucci
- d. Educational Foundation - Adkins
- e. Curriculum – Kokinda, Adkins

### **X. OLD BUSINESS**

### **XI. NEW BUSINESS**

#### **A. RESOULTION 2018 – 208**

That the Board approve the following Certified and Classified personnel actions for the 2018-2019 school year, in accordance with Board policy and/or the negotiated agreements as recommended by the Superintendent.

#### **CERTIFIED**

##### **Employ**

One-Year Limited Intervention Specialist Tutor Contract, at the negotiated tutor rate of pay for the following certificated personnel: **ANDREW HOCH**, 7.5 hrs. per day, Vincent Elementary, effective 10/29/18

##### **Supplemental**

**JACOB WARD**, Drama Technical (.5) (2<sup>nd</sup> Half of Year)  
**JODI YOUNG**, Drama Musical Asst. (2<sup>nd</sup> Half of Year)  
**JOHN SZALAY**, BB HS Boys Head Coach  
**JASON CHRISTENSEN**, BB HS Boys Assistant Coach  
**TOM MCCARDLE**, Wrestling HS Head Coach  
**CODY KAYA**, Wrestling HS Assistant Coach  
**SCOTT SLOBODA**, HS Bowling Head Coach  
**NICK DIMACCHIA**, BB HS Girls Head Coach  
**MARK MAJORAS**, MS Head 7<sup>th</sup> Grade Boys Basketball  
**JASON CHRISTENSEN**, MS Head 8<sup>th</sup> Grade Boys Basketball (.5)  
**ROBIN DAHMAN**, MS Head 8<sup>th</sup> Grade Girls Basketball  
**RYAN LEWIS**, MS Head Wrestling Coach

**XI. NEW BUSINESS (Continued)****EOC (End of Course) Tutors**

The following teachers to be paid at the tutor rate: **HOPE EVANS** and **ELIZABETH KATTERLE**, for no more than 2 hrs. per week/per subject, effective 11/6/18 through 11/29/18

**CLASSIFIED****Resignation**

**LISA HOLCOMB**, Bus Driver/Bus Monitor, effective 10/24/18

**ANNA KESSLER**, Bus Driver, effective 10/14/18

**JUSTIN BILEWICZ**, Drama Technical (2<sup>nd</sup> Half of Year), effective 11/5/18

**SHANNON ADKINS**, Durling Middle Lunch Monitor, effective 11/16/18

**Employ****Substitute Workers on an as needed basis:**

**DEBORAH CORCINO, ANNA KESSLER**

**LISA HOLCOMB**, Initial Probationary One-Year Contract, Bus Driver, pro-rated 185 day work calendar, Step "0", up to 3.75 hrs. daily, effective 10/25/18

**NORMA MUNIZ**, on a Temporary basis, Crossing Guard (a.m.) at Vincent Elementary, pro-rated 185 day work calendar, Step "0", .5 hrs. daily, effective 11/8/18

**MISTIE HEIKEN**, on a Temporary basis as Assistant Cook at Vincent Elementary, Step "0", 6.5 hrs. per day, effective 10/19/18

**FELIX ROMAN**, on a Temporary basis as a Bus Driver, Step "7", 5.5 hrs. per day, effective 11/9/18

**ANNETTE SEXSTELLA**, on a Temporary basis as Cook's Helper at Vincent Elementary, Step "0", 2 hrs. per day, effective 11/6/18

**MATTHEW GUNDERSON**, on a Temporary basis, Lunch Monitor at Durling Middle, pro-rated 185 day work calendar, Step "0", 2.5 hrs. daily, effective 11/2/18

**Two Year Probationary Contract**

**NORMA MUNIZ**, Latchkey Monitor (p.m.), Vincent Elementary, 2.0 hrs, per day, effective 12/5/18

**KRISTINE STARR**, Teacher's Aide, Durling Middle, 5.0 hrs. per day, effective 11/17/18

**XI. NEW BUSINESS (Continued)**

Supplemental

**LUCAS WRIGHT**, FB HS Assistant Coach (.5)  
**DANIELLE LONG**, Drama Technical (.5) (2<sup>nd</sup> Half of Year)  
**ROGER ENGLE**, MS Head 8<sup>th</sup> Grade Boys Basketball (.5)  
**DAVID COOPER**, MS Assistant Wrestling Coach  
**ARRINGTON NOBLE**, BB HS Boys Assistant Coach  
**TONY DIMACCHIA**, BB HS Girls Assistant Coach (.08)  
**ROBERT CRUZ**, BB HS Girls Assistant Coach (.08)  
**SARAH COX**, MS Cheerleading Advisor – Winter (.5)  
**BOB WALSH**, BB HS Boys Assistant Coach (Volunteer)

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

**B. RESOLUTION 2018 – 209**

That the Board approve the following Classified personnel actions for the 2018-2019 school year, in accordance with Board policy and/or the negotiated agreements as recommended by the Superintendent.

Supplemental

**KATLYNNE BAKER**, BB HS Girls Assistant Coach (.08)

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

**C. RESOLUTION 2018 - 210**

That the Board accept the Service Agreement between the Educational Service Center of Lorain County and Clearview Local School District to pay all costs associated with the ESC to provide a part-time Reading Specialist, effective October 25, 2018 through May 31, 2019. **EXHIBIT**

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

**XI. NEW BUSINESS (Continued)****D. RESOLUTION 2018 - 211**

That the Board approve the following Administrative personnel actions for the 2018-2019 school year, in accordance with Board policy as recommended by the Superintendent.

Contract Notification

That the Treasurer be authorized under ORC 3319.02, to give written notice to the following administrators, whose contracts will expire July 31, 2019, and he/she may request a meeting with the Board of Education by giving the Treasurer written notice at least 24 hours before the Board's regular meeting to be held in March 2019.

**GILES BROWN**, Transportation Supervisor

**CHERYL GILLIES**, Food Service Supervisor

**PENNY REINHART**, Durling Middle School Assistant Principal

**LISA RYAN**, Special Education Director

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

**E. RESOLUTION 2018 – 212**

That the Board approve the following resolutions recommended by the Superintendent and/or Treasurer, as follows:

1. Accept following donations from:

- a) Thomas and Janice Shafts, \$25.00, toward the Terry Richards Memorial Scholarship Fund.
- b) Karle Richards-Phipps, \$150.00, toward the Terry Richards Memorial Scholarship Fund.
- c) Ronald Rybarczyk, \$250.00, toward the Taylor Pruchnicki Memorial Scholarship Fund.
- d) Jean Croyle, six gift cards totaling in the amount of \$100.00 to be used for the Teacher Incentive Program at Vincent Elementary.
- e) Findley (district's insurance consulting group), four Amazon gift cards valued at \$50 each, toward the Student Council Thanksgiving food drive.
- f) OHIOCOMP, managed care organization, seventy five \$10.00 Giant Eagle Gift cards, toward the Student Council Thanksgiving food drive.

Donations continued:

- g) IMPACT Solutions, ten \$10.00 Giant Eagle Gift cards and one box of miscellaneous canned goods, toward the Student Council Thanksgiving food drive.
- h) Epiphany Management Group (EMG), \$35.00 Visa gift card, toward the Student Council Thanksgiving food drive.
- i) PMA USA/Washington National (insurance group), three \$100.00 Visa gift cards, toward the Student Council Thanksgiving food drive.
- j) C+K (Costin and Kendall), certified public accountants, \$100.00 Visa gift card, toward the Student Council Thanksgiving food drive.
- k) Sprenger Health Care Systems, \$400.00 Giant Eagle gift card, toward the Student Council Thanksgiving food drive.
- l) Anonymous donor, \$25.00, toward the Student Council Thanksgiving food drive.
- m) CF Rish & Insurance, LLC, three \$50.00 Mastercard gift cards, toward the Student Council Thanksgiving food drive.
- n) Cleveland Browns, \$1,000.00, for the Clearview Football fund with a focus on the health and safety of the athletes.
- o) Donor's Choose, Adesso NuScan 500A – document camera, toward a classroom project titled "Hover Cam Needed! SOS!" valued at \$101.85 for Sally Roule's classroom at Vincent Elementary.
- p) Donor's Choose, various games valued at \$76.92, toward a classroom project titled "Ohio Winters – Indoor Recess! Activities to Keep Students Entertained!" for Jamie Dodson's classroom at Vincent Elementary.
- q) Donor's Choose, six iPad Mini Cases, at \$13.99 each and six Apple iPad Mini 2 at \$276.53 each for Veronica Feicks' classroom project "The Apple Center".
- r) Donor's Choose, Pacific Play Tent Kids Pee-A-Boo, valued at \$41.39, Quality Premium Weighted Blanket, valued at \$79.70, two 16W Twinkle LED Fiber Optics, valued at \$129.00 each, Sensory LED Bubble Tube, valued at \$120.00, Softvideoerocker, valued at \$100.77, for Stephanie Leonhardt's classroom project "Clearview Clippers Sensory Room".
- s) Reading for Education fundraiser, two \$50 Walmart gift cards, that will be used for testing purposes at Vincent Elementary.



Donations continued:

- t) Reading for Education fundraiser, \$666.00 profit sharing check, that will be used for possible sensory room items and/or prizes for the accelerate reading program at Vincent Elementary.
2. Approve the chaperones **ROBERT PAINTER, LURLENE WEST, and HOLLY MILLER** as chaperones for the Clearview High School 2019 Europe trip.
3. Approve the first reading of Policy DJF – Purchasing Procedures as Revised Ohio School Boards Association. This policy revision is required through passage of H.B.312. **EXHIBIT**
4. Approve the first reading of Policy DJ – Purchasing as Revised by Ohio School Boards Association. The policy revision is required through passage of H.B.312. **EXHIBIT**
5. Approve the first reading of Policy DJH – Credit Cards as Revised by Ohio School Boards Association. The policy revision is required through passage of H.B.312. **EXHIBIT**
6. Approve the first reading of Policy GBIA [Also IGDFA] - Online Fundraising Campaigns/Crowdfunding as recommended by Ohio School Boards Association. This a new policy. **EXHIBIT**
7. Approve the first reading of Policy DFA – Revenue from Investments as recommended by the Ohio Auditor of State for districts who use a financial consultant. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_Kokinda \_\_\_\_\_Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

#### **F. RESOLUTION 2018 – 213**

That the Board accept and approve the Clearview Educational Foundation Grant Committees' recommendations regarding the Clearview Local Schools Foundation Grants. **EXHIBIT**

Moved\_\_\_\_\_ Seconded\_\_\_\_\_

Baker \_\_\_\_\_Kokinda \_\_\_\_\_Koziura \_\_\_\_\_ Mielcarek\_\_\_\_\_ Adkins\_\_\_\_\_

Passed\_\_\_\_\_ Defeated\_\_\_\_\_

#### **XII. SUPERINTENDENT'S REPORT**

- **DMS** (Laura Manning)

**XIII. COMMENTS AND QUESTIONS FROM THE BOARD**

**XIV. CLEARVIEW EDUCATION ASSOCIATION**

**XV. HEARING OF THE PUBLIC ON NONAGENDA ITEMS**  
(Please see Public Participation at Board Meetings)

**XVI. ADJOURNMENT**

**A. RESOLUTION 2018 - 214**

That the regular meeting of November 19, 2018 be adjourned.

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

Baker \_\_\_\_\_ Kokinda \_\_\_\_\_ Koziura \_\_\_\_\_ Mielcarek \_\_\_\_\_ Adkins \_\_\_\_\_

Passed \_\_\_\_\_ Defeated \_\_\_\_\_

# EXHIBITS

**STATEMENT OF FUND ACTIVITY**  
**Resolution #2018-     Permanent Appropriation 2018-2019**  
**Clearview Local Schools**

<b><u>FUNDS</u></b>	<b><u>FUND</u></b>	<b><u>09/10/18 Appropriations</u></b>	<b><u>11/19/18 Amendment</u></b>	<b><u>11/19/18 Appropriations</u></b>
Government Fund Types				
General	001	14,873,828.78	300,000.00	15,173,828.78
Emergency	016	1,290,900.00		1,290,900.00
Principals' Funds	018	64,295.97		64,295.97
Total General Fund		16,229,024.75	300,000.00	16,529,024.75
Debt Service				
Bond Retirement	002	486,767.50		486,767.50
Total Debt Service		486,767.50	-	486,767.50
Capital Projects				
Permanent Improvement	003	116,300.00		116,300.00
Total Capital Projects		116,300.00	-	116,300.00
Special Revenue				
Trust Fund	007	41,237.91		41,237.91
Local Grants	019	78,375.36		78,375.36
Classroom Facilities - Maintenance	034	175,073.91		175,073.91
Athletics	300	250,487.32		250,487.32
OneNet	451	10,400.00		10,400.00
State Grants	499	-	8,943.95	8,943.95
Race To The Top	506	3,165.04		3,165.04
Title VI B	516	355,049.37		355,049.37
Title I	572	415,992.07		415,992.07
IDEA Pre-school Handicapped	587	3,041.66		3,041.66
Title II-A	590	55,105.82		55,105.82
Miscellaneous Federal Grants	599	24,671.66		24,671.66
Total Special Revenue		1,412,600.12	8,943.95	1,421,544.07
Total Government		18,244,692.37	308,943.95	18,553,636.32
Proprietary Fund Types - Enterprise				
Food Service	006	1,067,882.00		1,067,882.00
Uniform School Supplies	009	237.30		237.30
Latchkey	020	62,980.12		62,980.12
Total Enterprise		1,131,099.42	-	1,131,099.42
District Agency	022	136,996.82		136,996.82
Student Activities	200	175,657.50		175,657.50
Total Fiduciary		312,654.32	-	312,654.32
Total FY19 Permanent Appropriations		19,688,446.11	308,943.95	19,997,390.06

**STATEMENT OF FUND ACTIVITY**  
**Estimated Resources Amendment #1 - November 19, 2018**  
**Clearview Local Schools**

		<u>Estimated Resources plus Carry Over</u>	<u>Appropriation Amendment 11/19/2018</u>	<u>Appropriation Above (Below) Est. Resources</u>
<b>General Fund Type</b>				
General	001	27,945,927.69	15,173,828.78	(12,772,098.91)
Emergency	016	1,322,273.45	1,290,900.00	(31,373.45)
Public School Support	018	65,695.97	64,295.97	(1,400.00)
		<u>29,333,897.11</u>	<u>16,529,024.75</u>	<u>(12,804,872.36)</u>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	813,597.96	486,767.50	(326,830.46)
		<u>813,597.96</u>	<u>486,767.50</u>	<u>(326,830.46)</u>
<b>Capital Improvements Fund Type</b>				
Permanent Improvement	003	182,914.21	116,300.00	(66,614.21)
		<u>182,914.21</u>	<u>116,300.00</u>	<u>(66,614.21)</u>
<b>Special Revenue Fund Type</b>				
Special Grants	007	58,791.41	41,237.91	(17,553.50)
Other Local Grants	019	86,475.36	78,375.36	(8,100.00)
Classroom Facilities Maintenance	034	301,250.93	175,073.91	(126,177.02)
Dist. Managed Activities	300	264,369.49	250,487.32	(13,882.17)
Data Communications	451	10,800.00	10,400.00	(400.00)
Misc. State Grants	499	8,943.95	8,943.95	-
RttT	506	3,165.04	3,165.04	-
Title VIB	516	355,284.63	355,049.37	(235.26)
Title IA Improving Basic Programs	572	427,097.80	415,992.07	(11,105.73)
Preschool Handicapped	587	3,041.66	3,041.66	-
Title IIA Supporting Effective Instr.	590	64,872.06	55,105.82	(9,766.24)
Misc. Federal Grants	599	26,174.08	24,671.66	(1,502.42)
		<u>1,610,266.41</u>	<u>1,421,544.07</u>	<u>(188,722.34)</u>
<b>Total Government</b>		<b>31,940,675.69</b>	<b>18,553,636.32</b>	<b>(13,387,039.37)</b>
<b>Proprietary/Enterprise Fund Type</b>				
Food Service	006	1,302,402.41	1,067,882.00	(234,520.41)
Uniform School Supplies	009	237.30	237.30	-
Latchkey	020	86,980.12	62,980.12	(24,000.00)
		<u>1,389,619.83</u>	<u>1,131,099.42</u>	<u>(258,520.41)</u>
<b>Agency Fund Type</b>				
Unclaimed Monies	022	137,881.83	136,996.82	(885.01)
Student Managed Activities	200	220,657.50	175,657.50	(45,000.00)
		<u>358,539.33</u>	<u>312,654.32</u>	<u>(45,885.01)</u>
<b>Total</b>		<b><u>33,688,834.85</u></b>	<b><u>19,997,390.06</u></b>	<b><u>(13,691,444.79)</u></b>

# CLEARVIEW

## LOCAL SCHOOLS

### APPRAISAL AGREEMENT

October 24, 2018



**Industrial Appraisal**  
— COMPANY —

Two Gateway Center  
603 Stanwix Street, Suite 1500  
Pittsburgh, Pennsylvania 15222  
800-245-2718 / 412-471-1758 FAX  
[www.indappr.com](http://www.indappr.com)

Keith A. Lalley, Regional Sales Manager  
Phone 440-885-3147, Fax 440-885-0007, Email [klalley@indappr.com](mailto:klalley@indappr.com)



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1500, Pittsburgh, Pennsylvania 15222  
Phone 800-245-2718 Fax 412-471-1758 [www.indappr.com](http://www.indappr.com)

October 24, 2018

Ms. Mary Ann Nowak, Treasurer  
Clearview Local School District  
4700 Broadway Avenue  
Lorain, Ohio 44052

Dear Ms. Nowak:

We welcome the opportunity to submit our proposal to provide an appraisal for the Clearview Local School District for fixed asset accounting control and insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the **buildings, site improvements (insurable and uninsurable), fixed equipment and movable equipment** associated with the property locations listed in Addendum No. 1 of the agreement.

The report will be presented in our *Property Inventory and Accounting Cost Record* format which will provide a record of assets in computerized form. This presentation is designed for the continued maintenance of effective property control as well as providing a depreciation study for all fixed assets in compliance with GASB 34 requirements. The depreciation study is based upon actual or estimated acquisition cost and year acquired.

Applicable to insurance values, our certified report will establish the current cost of reproduction new and sound insurable value (actual cash value) of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 6 of the Agreement), Initial the Verification of Property Listing as shown in Addendum No. 1 (Page 8 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 15). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, concerns, or if I can be of assistance in any way, do not hesitate to contact me at 440-885-3147, fax 440-885-0007 or email [klalley@indappr.com](mailto:klalley@indappr.com).

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to being of service to you in your important valuation requirements.

Very truly yours,

INDUSTRIAL APPRAISAL COMPANY

Keith A. Lalley  
Regional Sales Manager

KAL/mg



# Industrial Appraisal COMPANY

TWO GATEWAY CENTER, 603 Stanwix St., Suite 1500, Pittsburgh, Pennsylvania 15222  
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

## APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide inventory and valuation services for the:

**Clearview Local School District**  
4700 Broadway Avenue  
Lorain, Ohio 44052

### **I. PROVISIONS AND SCOPE OF APPRAISAL**

The appraisal services and reports are to consist of on-site consultation, data collection, inventory, valuation, and cost analysis of the fixed assets of the **Clearview Local School District** for the purpose of preparing a tabulated schedule of fixed assets including a depreciation study related to actual or estimated year of acquisition and acquisition cost. This schedule is designed to conform to the requirements of **GASB 34** as it pertains to depreciation. Supplementally, an opinion of the current insurance values of the buildings and equipment will be provided.

The fixed assets to be identified and recorded will include buildings/structures, fixed and movable equipment. The applicable property locations to be considered for appraisal are listed in **Addendum No. 1** to this agreement.

### **II. INVENTORY AND APPRAISAL PROVISIONS**

The data for the proposed asset management system and the insurance valuation report will be developed by physical inspection, inventory and cost analysis of all applicable assets.

#### **A. Buildings**

The buildings will be valued as a unit-in-place for cost accounting and insurance valuation purposes reflecting specific data elements relating to dates of construction or acquisition, original cost allocation, square footage, useful life, and reproduction cost new. Building component classifications will be comprised of General Construction, Plumbing, Heating/Air Conditioning/Ventilating, Electrical, Sprinkler System, Roofing and Fixed Equipment allocations.

#### **B. Site Improvements – (Insurable and Uninsurable Site Improvements)**

The site improvements will consist of: Lighting, Fencing, Signs, Flagpoles, Parking Lots, Sidewalks, Curbs, Retaining Walls, Property in the Open, Etc.

#### **C. Movable Equipment**

Movable equipment will be inventoried on a building, floor, departmental and room-by-room basis and will be segregated by asset class and between major movable equipment and other movable equipment.

1. Major movable equipment will generally include individual items with a replacement cost exceeding **\$2,500.00** applicable to insurance and **\$2,500.00** capitalization thresholds with a useful life of one year or more. Certain items/systems below the unit cost standard that may warrant special property and cost control will be considered Critical Control Assets. Such items (CPU's, Printers, Monitors) may be designated "Critical Control Assets" in advance of commencement of the inventory.

2. The remaining movable equipment, designated as other movable equipment, will be inventoried on a room-by-room or by building basis, grouped and valued by asset class. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed "at average" by asset type for each location segregation.



### Licensed Vehicles

Licensed Vehicles may be included in the fixed asset record based on information to be supplied by the Clearview Local School District. Vehicles should be reported with *Vehicle Description, Manufacturer, Model, Vehicle Identification Number (VIN), Cost and Year Acquired*.

Please note that the onsite inventory will not include Musical Instruments and Uniforms of any kind. These assets can be included in the final report; however, if Industrial Appraisal Company is provided with a listing from the Clearview Local School District which should include approximate purchase date.

### III. RECORD EXISTING TAGS

The Industrial Appraisal Company will record existing tag numbers (when clearly visible and accessible) on equipment with a value of \$2,500.00 or higher. The numbers will be included as part of the asset description in the final report.

### IV. TAG UNTAGGED/NEW MOVABLE EQUIPMENT

#### **Asset Identification Number**

*It is recommended that the Clearview Local School District should have a sufficient supply of tags on hand to complete the appraisal assignment. If tags are needed, Industrial Appraisal Company can provide tags for an additional fee of \$300.00 (2,500 Tags per order). The tag form and layout is to be approved by the Clearview Local School District.*

The movable furniture and equipment items warranting specific property control with a current replacement cost exceeding \$2,500.00 and \$250.00 for Critical Control Assets will be physically tagged and reflected in the completed report. The appraisers will affix tags neatly in a uniform manner in accordance with existing appraisal standards consistent with those outlined in Addendum No. 2.

The Industrial Appraisal Company will not tag surplus, obsolete, non-functional, stored or otherwise inaccessible furniture, fixtures or equipment. These items may be valued as a group using an estimate based on the observations of the appraisers or as otherwise directed by the Clearview Local School District.

### V. REPORT PRESENTATION

The capital asset report presentation will include all fixed asset classifications currently scheduled or pre-designated by the Clearview Local School District and will be prepared in conformance with Industrial Appraisal's Property Inventory and Accounting Cost Record form.

#### **A. The report(s) to be provided will include:**

- Letter of Transmittal
- Building Schedule Index
- Departmental Schedule Index
- Insurance Valuation Summary
- Recapitulation Summary by Asset Code
- Master Detailed Report
- A Supplemental Sequential Asset Number Report

#### **B. The Master Detailed Report will include the following data:**

**Building Identification - Floor/Room/Area Code - Asset Class Code - Asset Identification Number - Quantity - Description - Date Acquired - Life - Reproduction Cost New - Acquisition Cost - Accumulated Depreciation - Annual Depreciation - Salvage Value**

##### **1. Acquisition Date and Cost (Buildings/Structures):**

The dates of acquisition and acquisition costs of the Buildings/Structures will be developed by the appraisal staff through use of data to be supplied by the Clearview Local School District and should include architectural cost breakdowns, renovation projects and any records of site purchases. In the absence of actual costs, Industrial Appraisal Company will utilize reverse trending indices applied against current replacement cost calculations.

##### **2. Life:**

The life schedule for fixed assets conforms to recommendations by GASB Statement 34 implementation as indicated in Addendum No. 3. Any exceptions required by the Clearview Local School District must be made prior to commencement of the work.

3. **Depreciation:**

All **major** fixed asset items recorded will be capitalized and depreciated on a straight-line basis utilizing the half-year convention computed as of a June 30 fiscal cutoff or as otherwise specified.

4. **Fund/Function Code:**

Fund and Function coding, determined and agreed upon in advance of the fieldwork, will be assigned in the field based on item location. In the absence of specific coding instructions, the items will be classified as **FUNCTION - INSTRUCTIONAL / FUND - GENERAL OR FUNCTION - FOOD SERVICES OPERATION / FUND - FOOD SERVICES.**

5. **Salvage Value:**

The estimated amount expressed in terms of money that may be expected upon sale or other disposition of an asset after it is no longer useful to the owner and is to be retired from service. Salvage value will be computed by classification and calculated using the schedule indicated in Addendum No. 3.

**Ohio State Software Data File**

Industrial Appraisal Company will provide the insurance report on disk in Ohio State Software Format intended for conversion and upload into the Clearview Local School District's in-house system, fixed asset module.

Industrial Appraisal Company will deliver one (1) original bound copy of the completed appraisal report including the Ohio State Software Data File and Microsoft Excel Data File (Spreadsheet).

**VI. PROFESSIONAL FEE**

The total fee for the proposed inventory and appraisal services is:

**FOUR THOUSAND FOUR HUNDRED DOLLARS**

**\$4,400.00**

**FEE IS INCLUSIVE OF ALL EXPENSES**

This fee covers work under this agreement only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified herein will be invoiced at a per diem rate to be determined.

**VII. BILLING PROCEDURE**

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.

## VIII. ANNUAL SERVICES

The Industrial Appraisal Company will provide annual maintenance service for both the updating of the Property Inventory and Accounting Cost Record and Report of Insurable Values.

### A. Property Inventory and Accounting Cost Record Updating

Industrial Appraisal Company offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions and transfers that have been reported to Industrial Appraisal Company for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.

- Sequential Asset Number Report
- Current Year Capital Additions by Building
- Current Year Deletions by Building

### B. Insurable Values Updating

A report of updated insurable values will include a new appraisal summary reflecting the current Cost of Reproduction New and Sound Insurable Value of the buildings and equipment.

### ANNUAL SERVICES FEES

Annual Updating of Property Inventory and Accounting Cost Record.....**\$220.00**  
(Due First Anniversary)

Annual Updating of Insurable Values.....**\$320.00**  
(Due First Anniversary)

## IX. PROOF OF LOSS SERVICE

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.

## **TERMS AND CONDITIONS**

### **General**

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the Clearview Local School District and Industrial Appraisal Company.

Fees stated in this proposal are predicated on properties as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or total number of structures to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services on a separate invoice.

Performance of this contract and fees developed hereunder are predicated upon reasonable free access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by Clearview Local School District or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Any exceptions to our standard life schedules, codes, salvage values, etc. will result in additional charges.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for the Clearview Local School District' internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

The Industrial Appraisal Company is not an accounting firm and we rely upon mutual cooperation with the Clearview Local School District in developing an accurate accounting database that will meet GASB 34 requirements for compliance.

### **Limitation on Damages**

The Clearview Local School District agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to the Clearview Local School District for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the Clearview Local School District to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

### **Force Majeure**

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

### **Confidentiality**

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of the Clearview Local School District (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone, or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of the Clearview Local School District. Industrial Appraisal Company agrees to maintain the confidentiality of this proposal and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, the Clearview Local School District.

### **Property Exclusions**

The appraisal will not include land, landscaping, licensed vehicles, musical instruments and uniforms, fine arts, antiques, work in progress, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.

**ACCEPTANCE AND AUTHORIZATION TO PROCEED**

Neither party to this contract is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement also indicates acceptance of the Addenda. This offer for appraisal services expires after ninety (90) days at which time it may be renegotiated.

**SUBMITTED** this 24<sup>th</sup> day of October 2018

**INDUSTRIAL APPRAISAL COMPANY  
TWO GATEWAY CENTER  
603 STANWIX STREET, SUITE 1500  
PITTSBURGH, PENNSYLVANIA 15222**

*Keith A. Lalley*

\_\_\_\_\_  
Keith A. Lalley  
Regional Sales Manager

**ACCEPTED:**

**CLEARVIEW LOCAL SCHOOL DISTRICT  
4700 BROADWAY AVENUE  
LORAIN, OHIO 44052**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ADDITIONAL SERVICE:** (Please Initial Accept or Decline)

If Tags are needed, Industrial Appraisal Company can provide  
Tags (2,500 Tags Per Order) for an additional fee of .....

**\$300.00**

\_\_\_\_\_  
Accept

or

\_\_\_\_\_  
Decline



**ADDENDUM NO. 1**  
**Properties to be Appraised**

## ADDENDUM NO. 1

### Properties to be Appraised

#### APPRAISAL AGREEMENT

Clearview Local School District  
4700 Broadway Avenue  
Lorain, Ohio 44052

<u>PROPERTY LOCATION</u>	<u>SQUARE FOOTAGE</u>
1. <b>Clearview High School</b> 4700 Broadway Avenue Lorain, OH 44052	102,175
• Warehouse/Maintenance	3,200
• Bus Garage	5,490
• Athletic Stadium Complex	
2. <b>Durling Middle School</b> 100 North Ridge Road West Lorain, OH 44053	69,077
3. <b>Vincent Elementary School</b> 2303 North Ridge Road East Lorain, OH 44055	63,781

**APPROXIMATE TOTAL SQUARE FOOTAGE: 243,723**

4. **Site Improvements (Insurable and Uninsurable)**  
at Property Locations listed on this Addendum  
To Include: *Lighting, Fencing, Signs, Flagpoles, Parking Lots,  
Sidewalks, Curbs, Retaining Walls, Property in the Open, Etc.*

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS INDICATED ON THIS ADDENDUM. THE APPRAISAL OF LOCATIONS NOT INDICATED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Please Initial Verification of Property Listing \_\_\_\_\_

**ADDENDUM NO. 2**  
**General Tagging Procedures**





## General Tagging Procedures

The Industrial Appraisal Company recommends the following tagging procedures. Variations on tag placement are welcomed, but any desired variations and/or unique tag placement must be discussed with the Appraiser prior to the start of the field inventory work.

### 1. EASE OF IDENTIFICATION

Tags will be placed in consistent locations on similar assets. Consistency increases the ease of identification by internal staff and outside auditors.

### 2. DETRACTABILITY

The tag placement will take into consideration the appearance of a tagged asset in specified high visibility areas e.g., Executive Offices. The appearance of an asset should not be compromised by placing the tag on an area that will diminish its appearance.

### 3. NO OBSTRUCTION OF WORK ACTIVITY

Tags will not be placed on movable parts, protective glass covering readouts and measurements or on safety decals.

### 4. PHYSICAL CONVENIENCE

On assets that are bulky or heavy and would require movement to access the proper location, tags will be placed on the most convenient location. Tags will be placed on a flat surface to insure readability by a hand-held scanner.

### 5. EQUIPMENT AND RECOMMENDED TAG PLACEMENT

The following lists various assets and the recommended tag placement.

## GENERAL FURNITURE

### Description

### Tag Location Code

Desks	KW
Chairs / Swivel (Executive-Secretary)	PB
Chairs / Stationary (Slide, Open Arm, LNG)	IL
Credenza	ULF
Bookcase	ULF
Cabinets (File, Storage, Supply)	ULF
Shelving	ULF
Table (Conference, Work, Library)	IL
Table (End, Coffee)	IL
Sofa, Settee	IL
Air Conditioners (Window Type)	ULF

## OFFICE MACHINES

### Description

### Tag Location Code

Computer Monitors	ULF
Computer Processors	ULF
Typewriters	LC
Calculators and Adding Machines	S
Copiers and Duplicators	S
Accounting Machines	NP
Time Stamps	ULF
Mailing Machines	NP
Dictators and Transcribers	S
Microfilm Readers	S
Imprinters	NP

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B	BOTTOM
C	COVER
F	FRONT
I	INSIDE
KW	KNEE WELL
L	LEFT
NP	NUMBER PLATE
P	PEDESTAL
R	RIGHT
S	SIDE
U	UPPER

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**ADDENDUM NO. 3**

**Universal Coding**  
**(GASB 34 Compliant)**



**Industrial Appraisal**  
— C O M P A N Y —

**Information Technology  
Two Gateway Center  
603 Stanwix Street, Suite 1500  
Pittsburgh, PA 15222  
412-471-2566/800-245-2718  
www.indappr.com**

## **UNIVERSAL CODING for Property Record, Fixed Asset Appraisals**

<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
<b>LAND, IMPROVEMENTS, BUILDINGS/STRUCTURES, INFRASTRUCTURE</b>			
Land	01	N/A	N/A
Site Improvements	02	20+/-	00
Buildings	03	40+/-	00
Leasehold Improvements	04	20	00
Infrastructure	05	50+/-	00
<b>BUILDING ITEMS/PERMANENT FIXTURES</b>			
Stained Glass	06	--	--
Stained Glass - Fine Arts	07	--	--
Chandeliers/Sconces	08	--	10
Pipe Organs	09	--	10
Statues	10	--	--
Bells/Bell Carillons (Bldg.)	11	--	--
Murals/Icons	12	--	--
Architectural Fine Arts	14	--	--
Permanent Fixtures	21	20	00
Bowling Alley/Pinsetters	22	20	10
Carillon (PF)	23	20	10
Permanent Fixtures -- SV	25	N/A	N/A

<u>DESCRIPTION</u>	<u>ASSET/ PROPERTY CLASS</u>	<u>LIFE</u>	<u>SALVAGE VALUE %</u>
<b>EQUIPMENT</b>			
Machinery/Shop Equip.	30	15	10
Construction Equipment	32	15	10
Refrigeration Equip (Ice Rink, etc.)	34	15	05
Equipment	38	15	05
Office Mach & Devices	44	08	00
Audio Visual Equip	45	06	05
EDP Equip	46	05	00
Telephone System	47	10	00
Laboratory/Science Equipment	48	10	10
Medical/Hospital Equipment	49	10	10
Food Service & Appliances	51	15	05
Communications (Radio/TV) Equip	52	10	05
Sacred Vessels/Vestments/Altar Linens	54	10	10
Books, Periodicals & Materials	55	7	10
Fine Arts	56	N/A	N/A
Music Equip & Instruments	57	20	10
Manufacturing Piping	58	20	00
Process Piping	60	20	00
Power Feed Mains	62	20	00
Vehicles -- Police -- Acq. Only	63	2	05
Mobile Equipment	64	12	05
Vehicles -- Licensed -- Acq. Only	66	8	10
Leased Equipment	67	N/A	N/A
"On Board" Vehicle Equipment	70	10	05
Maintenance & Grounds Equip.	72	15	05
Books & Periodicals "OV"	80	7 w/cost	N/A
Dockets & Maps "OV"	81	7 w/cost	N/A
Law Books "OV"	82	7 w/cost	N/A
Molds - Dies - Fixtures "OV"	83	N/A	N/A
EDP Software or Equip."OV"	84	5 w/cost	00
AV Software or Equip."OV"	85	6 w/cost	05
Miscellaneous Equip. "OV"	86	10 w/cost	00
Musical Instruments "OV"	87	20 w/cost	10
Uniforms "OV"	88	10 w/Cost	10
Stated Value Equipment	90	N/A	N/A
Athletic & Sports Equipment	91	10	10
Educational & Janitorial Supplies	98	N/A	N/A
"Optional" Description	99	Optional	Optional




**Industrial Appraisal**  
— C O M P A N Y —

**FORM 311**

**Corporate Office**  
Two Gateway Center  
603 Stanwix Street, Suite 1500  
Pittsburgh, PA 15222  
800-245-2718  
412-471-2566  
Fax: 412-471-1758  
www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:			
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:			
Company:			
Address:			
Name of Appraised Property:			
Signature:			
Print Name:		Date:	
Telephone:			
<div><b>Form 311</b></div>			

Ohio School Safety Training Grant Application**I. Overview/Instructions**

Pursuant to Am. Sub. H.B. 318:

**SCHOOL SAFETY TRAINING GRANTS**

(A) The foregoing appropriation item 055502, School Safety Training Grants, shall be used by the Attorney General, in consultation with the Superintendent of Public Instruction and the Director of Mental Health and Addiction Services, solely to make grants to public and chartered nonpublic schools and schools operated by county boards of developmental disabilities administering special education services programs pursuant to section 5126.05 of the Revised Code for school safety and school climate programs and training.

(B) The use of the grants includes, but is not limited to, all of the following:

- (1) The support of school resource officer certification training;
- (2) Any type of active shooter and school safety training;
- (3) All grade level type educational resources;
- (4) Training to identify and assist students with mental health issues;
- (5) Any other training related to school safety.

(C) The schools and county boards shall work or contract with the county sheriff's office or a local police department in whose jurisdiction they are located to develop the programs and training described in divisions (B)(1), (2), (3), and (5) of this section.

In order to receive the allocation indicated herein, please complete the following information. A signed copy must be scanned and emailed to [SchoolSafetyGrants@OhioAttorneyGeneral.gov](mailto:SchoolSafetyGrants@OhioAttorneyGeneral.gov) no later than November 1, 2018.

**II. Organizational Information**

Clearview Local  
4700 Broadway  
Lorain, OH 44052  
IRN 048132

Superintendent: Jerome Davis

Award amount: \$ 8,943.95    Award Period: October 1, 2018 – June 30, 2019

Please provide a primary contact for this grant	
First name	MARY ANN
Last name	NOWAK
Email address	MARYANN.NOWAK@CLEARVIEW5CHOOLS.ORG
Phone number	(440) 233-5412

### III. Acknowledgement and Agreement

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to expend funds in accordance with the parameters set forth in Am. Sub. H.B. 318 of the 132<sup>nd</sup> General Assembly. The Recipient agrees that it will be liable to repay any Funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (the "Attorney General"). This Award Acceptance may only be modified in a writing signed by the Attorney General and the Recipient.

II. Limitations on Use of Funds. Funds received under the Ohio School Safety Grant Program ("Funds") will not be used for any political campaign or governmental lobbying in a partisan manner. Funds must be used during the Award Period as stated above.

III. Disbursement of Funds. Direct payment will be made by Electronic Funds Transfers to Recipients that have submitted an Authorization Agreement for Direct Deposit of EFT Payments form to Ohio Shared Services. Otherwise, payment will be made by check from the Office of Budget and Management. Disbursement is contingent upon the timely submission of this agreement. Unexpended funds must be returned to the Attorney General's Office with the final report.

IV. Ethics/Conflict of Interest. The Recipient, by signature on this Award Acceptance, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

V. Non-Discrimination. Pursuant to R.C. 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work described herein. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work described herein on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VI. Campaign Contribution Limits. The Recipient hereby certifies that neither Recipient nor any of Recipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.



inspection and will be maintained by Recipient for not less than one year following the financial audit or financial review.

- C. Recipient will comply with the financial review and audit requirements established in R.C. 9.234 and 9.235, and the rules of the auditor of state adopted pursuant to R.C. 9.238.
- D. Recipient will comply with Ohio Adm.Code 109-3-01 through 109-3-04 as established by the Attorney General under R.C. 9.237, attached hereto and incorporated by reference as Exhibit A.
- E. Pursuant to R.C. 9.232(F), Recipient agrees that any funds disbursed to Recipient in excess of the Award Amount must be repaid to the Attorney General.

IN WITNESS WHEREOF, the Recipient has caused this Award Acceptance to be executed by its duly authorized officers.

MARY ANN NOWAK TREASURER/CFO  
School Representative Printed Name Title

Mary Ann Nowak 9.26.18  
School Representative Signature Date

MARY ANN NOWAK  
School Treasurer Printed Name

Mary Ann Nowak 9.26.18  
School Treasurer Signature Date

PHIL R. STAMMITT LORAIN COUNTY SHERIFF  
Law Enforcement Agency Partner Printed Name Title

Phil R. Stammitt 10-15-18  
Law Enforcement Agency Partner Signature Date

VII. Compliance with Law. The Recipient, in expending the Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

VIII. Authority to Bind Parties. The person signing this Award Acceptance on behalf of Recipient is legally authorized to obligate the Recipient.

IX. Certification of Funds. It is expressly understood and agreed by Recipient that none of the rights, duties, and obligations described herein shall be binding until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

X. Reporting Requirement. Recipient shall submit one final report at the end of the Award Period listed above describing the use of the Funds during the project period and the outcome received from the expenditure of the Funds. The Final report is due July 31, 2019. The report shall be submitted via email to [SchoolSafetyGrants@OhioAttorneyGeneral.gov](mailto:SchoolSafetyGrants@OhioAttorneyGeneral.gov).

XI. Time of Performance. Notwithstanding the foregoing, this Award Acceptance shall expire when the obligations set forth herein are complete.

XII. Compliance with R.C. 9.23 through 9.238. Recipient agrees to comply with R.C. 9.23 through 9.238, and Ohio Adm.Code 109-3-01 through 109-3-04 (attached as Exhibit A and incorporated as if fully rewritten herein), regarding financial accountability of persons that contract with the State, including, but not limited to, the following:

- A. Pursuant to R.C. 9.232(A) and Ohio Adm.Code 109-3-01, Recipient agrees that the minimum percentage of money that is to be expended on Recipient's direct costs will be 100%.
- B. Recipient is responsible for maintaining adequate expenditure records pursuant to Ohio Adm.Code 109-3-02 and R.C. 9.232(B). Recipient agrees to file a final report pursuant to R.C. 9.234(A) which includes financial statements, documentation of the expenditure of the Funds, and a summary of the activities for which the Funds were used within 360 days of receipt of the Funds. The records that Recipient must maintain to document such direct costs pursuant to R.C. 9.232(B) and Ohio Adm.Code 109-3-02 will support the receipt and expenditure of monies under this Agreement. Records documenting direct costs will be available and accessible for

## EXHIBIT A

### Ohio Administrative Code 109-3-01 through 109-3-04

109-3-01. Definitions and guidelines for direct and allocable non direct costs and routine business services.

(A) "Direct costs" are defined as those costs associated with providing services that directly benefit a patient, client or the public as set forth in any contract entered into pursuant to section 9.231 of the Revised Code. Typical direct costs chargeable to a contract include, but are not limited to:

- (1) Compensation of employees for the time devoted to the performance of the contract;
- (2) Cost of materials or supplies acquired, consumed, or expended for the purpose of the contract;
- (3) Equipment and other capital expenditures specified in the contract; and
- (4) Travel expenses incurred to carry out the contract.

(B) "Direct costs" shall not include the costs of any financial review or audit required under section 9.234 of the Revised Code.

(C) Direct costs, at a minimum, shall be:

- (1) Necessary and reasonable;
- (2) Allocable to the contract;
- (3) Authorized or not prohibited under federal, state or local law;
- (4) In conformity with any limitations specified in the contract;
- (5) Accorded consistent treatment;
- (6) Determined in accordance with generally accepted accounting principles;
- (7) Net of all applicable credits; and
- (8) Adequately documented.

(D) The guidance provided in 2 CFR 200 (as in effect on the effective date of this rule), to the extent applicable, shall be followed for direct costs unless otherwise agreed to by the parties in a written contract. Costs not specified in 2 CFR 200 (as in effect on the effective date of this rule) may be included as direct costs if specifically identified and agreed to by the parties in a written contract.

(E) "Allocable non direct costs" as defined in division (A) of section 9.23 of the Revised Code are considered the equivalent of indirect costs.

(F) For the purposes of division (B)(2)(f) of section 9.231 of the Revised Code, "routine business services other than administrative or management services" shall be determined on a case-by-case basis depending on the accepted and relevant business or trade standards that may apply to the type of business and services under consideration.

109-3-02. Maintenance of records documenting direct costs.

(A) Records documenting direct costs for contracts entered into pursuant to section 9.231 of the Revised Code shall be maintained in the following manner:

- (1) Adequate records shall be maintained by the recipient as defined in division (G) of section 9.23 of the Revised Code to support the receipt and expenditure of monies under contract. Records may be maintained in a paper media or an electronic media, or both.
- (2) Records shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.
- (3) Records supporting the receipt or expenditure of contract funds shall be maintained by the recipient for a period of not less than one year following the financial audit or financial review of recipient records.
- (4) Nothing in this rule is intended to supersede or change any rule, regulation or statute that requires a longer retention period.

109-3-03. Remedies in the event of a breach of contract.

(A) In the event of a breach of a contract entered into pursuant to section 9.231 of the Revised Code, a governmental entity shall have remedies including but not limited to the following:

- (1) A governmental entity may bring a civil action for the recovery of money due to the governmental entity from a recipient under division (A) of section 9.236 of the Revised Code. In such an action, any person with which the recipient has contracted for the performance of the recipient's material obligations to a group of beneficiaries under the recipient's contract with the governmental entity may be made a party defendant if the person is unable to demonstrate to the satisfaction of the governmental entity that the person has materially complied with the terms of the contract with the recipient. In such a case, the person may be made a party defendant and the governmental entity may obtain a judgment against the person in accordance with division (B)(2) of section 9.236 of the Revised Code.
- (2) If a governmental entity obtains a judgment against a recipient in a civil action brought under division (B)(1) of section 9.236 of the Revised Code and the judgment is uncollectible, the governmental entity may recover from the person with which the recipient contracted an amount not exceeding the lesser of the following:
  - (a) The unsatisfied amount of the judgment;
  - (b) The total amount received by the person from the recipient minus the total amount spent by the person on direct costs for services actually performed and retained by the

person as allocable non direct costs, associated with those direct costs, as those terms are defined in section 9.231 of the Revised Code.

(3) If a governmental entity, pursuant to section 9.236 of the Revised Code, obtains a judgment against a recipient or against a person with which the recipient contracted and that judgment debtor does not voluntarily pay the amount of the judgment, that judgment debtor shall be precluded from contracting with a governmental entity to the extent provided in divisions (A) and (B) of section 9.24 of the Revised Code for a debtor against whom a finding for recovery has been issued.

(4) In addition to other remedies provided in divisions (A) to (C) of section 9.236 of the Revised Code and paragraph (A)(1) to (A)(3) of this rule, a governmental entity may void a contract between a recipient and another person for the performance by the other person of the recipient's obligations under the recipient's contract with the governmental entity to the extent that the other person has not yet performed its obligations under the contract or cannot demonstrate that the money it received was expended on direct costs or retained as allocable non direct costs.

(5) If a recipient is liable to repay money to a governmental entity under section 9.236 of the Revised Code and the judgment obtained by the governmental entity against the recipient is uncollectible, then in addition to other remedies provided in divisions (A) to (C) of section 9.236 of the Revised Code, and after the governmental entity has obtained a judgment against any necessary third party, the governmental agency may void any of the following contracts:

(a) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and a director, trustee, or officer of the recipient or a business in which a director, trustee, or officer of the recipient has a material financial interest, if either of the following applies:

(i) The recipient has paid substantial value for the property received and the property can be returned to the other person. If the property has experienced only normal wear and tear, the person shall be liable to the governmental entity for the full amount the recipient paid for the property. Otherwise, the person shall be liable to the governmental entity only for the market value of the property.

(ii) The person with whom the recipient contracted has received money that the recipient obtained pursuant to the contract with the governmental entity and the money was not expended on direct costs or retained as allocable non direct costs. In such a case, the governmental entity may void the contract to the extent the money was not expended on direct costs or retained as allocable non direct costs, and the person shall be liable to the governmental entity for that amount.

(b) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and an employee of the recipient or a business in which an employee of the recipient has a material financial interest, if the employee has direct knowledge of the use of the money that the recipient obtained pursuant to the contract with the governmental entity and either division (E)(1)(a) or (E)(1)(b) of section 9.236 of the Revised Code applies;

(c) A contract is entered into between the recipient and another person pursuant to which the recipient has paid or agreed to pay money to the other person to the extent that the other person has not yet performed its obligations under the contract;

(d) A contract made not more than one year before the judgment against the recipient became uncollectible between the recipient and a person other than the governmental entity if the other person has not given or agreed to give consideration of reasonable and substantial value for the consideration given by the recipient.

109-3-04. Terms to be included in contracts between recipients and persons other than the governmental entity.

(A) All contracts between recipients and persons other than the governmental entity shall contain the following:

(1) A clause giving notice of the remedies available to the governmental entity if the money under the contract between the recipient and persons other than the governmental entity is not expended on direct costs or retained as allocable non-direct costs or, with respect to any contract described in division (A)(3) of section 9.231 of the Revised Code, is not earned under the terms of the contract with the governmental entity.

(2) A clause requiring the person with whom the recipient is contracting to maintain records documenting direct costs and how long those records must be maintained consistent with the requirements for maintenance of such records under rule 109-3-02 of the Administrative Code.

## LESKO ARCHITECTURE

August 28, 2018

Lesko Associates, Inc.  
27955 Clemens Road, Suite A  
Cleveland, Ohio 44145

440.835.0850 fax: 440.835.8483  
architects@lesko-associates.com

Ms. Mary Ann Nowak  
Clearview Local School District  
4700 Broadway Avenue  
Lorain, Ohio 44052

RE: Durling Building Renovations

Dear Ms. Nowak,

In response to your request, I submit the following proposal for the architectural and engineering services for your Durling School project. Our services would include the following scope of work:

1. Verify existing conditions.
2. Meet with District representatives to finalize design.
3. Develop Construction Documents and Specifications.
4. Submit documents to State authorities for permits.
5. Provide one site visit during construction.

We propose a fixed fee of \$5,000.00 to provide the services described.

We are ready to begin immediately if our proposal is acceptable to the Board. We appreciate the opportunity to submit a proposal and work with you on your project. If you have any questions, please call me at 440.835.0850.

Sincerely,

LESKO ASSOCIATES, INC.



Robert W. Blatchford, Jr., AIA, REFP  
President

Authorization

\_\_\_\_\_  
Authorized By (Please Print)  
Clearview Local School District

\_\_\_\_\_  
Signature

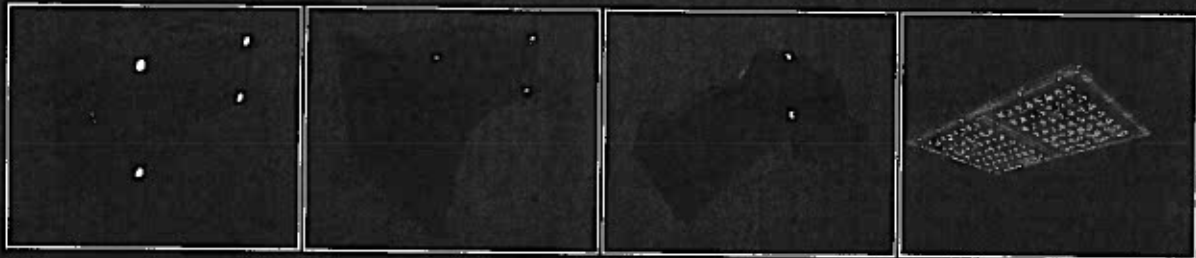
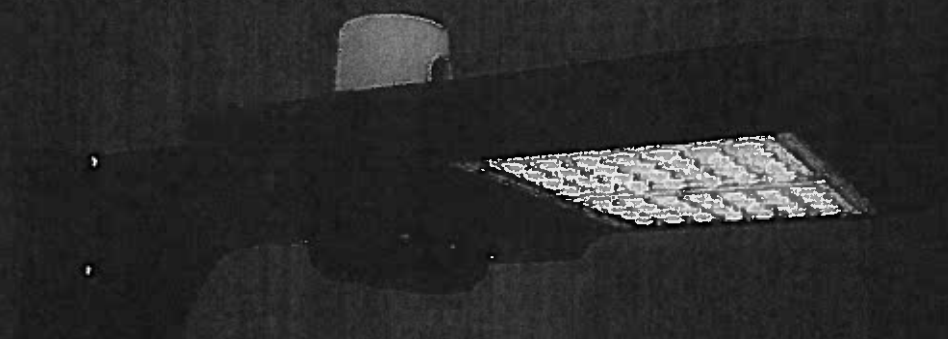
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## LED SHOEBOX LIGHT

- Photocell / Motion Sensor Optional
- 125 LM/W
- Installation time 30% Less





# LED Shoebox Light



## LED Shoebox Light



Dimmable



4000 / 5000...



50,000 H



120°  
BEAM ANGLE

Item Number	Wattage (W)	Size (inch)	CCT (Kelvin)	Luminous flux (lm)	CRI (Ra)	Beam angle (Degree)	Dimming
<b>120V-277V</b>							
CLS-SB-P100-XXXX-YY-X	100	427.8*313*73.8	5000	12500/16000	>70	> 120°	1-10V
CLS-SB-P150-XXXX-YY-X	150	427.8*313*73.8	5000	18750/24000	>70	> 120°	1-10V
CLS-SB-P185-XXXX-YY-X	185	427.8*313*73.8	5000	23125/29000	>70	> 120°	1-10V
CLS-SB-P250-XXXX-YY-X	250	598*313*73.8	5000	30000/38400	>70	> 120°	1-10V
CLS-SB-P300-XXXX-YY-X	300	598*313*73.8	5000	37500/48000	>70	> 120°	1-10V
<b>277V-480V</b>							
CLS-SB-H100-XXXX-YY-X	100	427.8*313*73.8	5000	12500/16000	>70	> 120°	1-10V
CLS-SB-H150-XXXX-YY-X	150	427.8*313*73.8	5000	18750/24000	>70	> 120°	1-10V
CLS-SB-H185-XXXX-YY-X	185	427.8*313*73.8	5000	23125/29000	>70	> 120°	1-10V
CLS-SB-H250-XXXX-YY-X	250	598*313*73.8	5000	30000/38400	>70	> 120°	1-10V
CLS-SB-H300-XXXX-YY-X	300	598*313*73.8	5000	37500/48000	>70	> 120°	1-10V

## Model Instructions

Brand code	Category	Voltage	Wattage	LEDs Type	Dimming	Sensor	CCT	Version
CLS	SB	P/H	100/150/185/250/300	XX	X	X	YY	X
	SB= shoebox	P=120V-277V	100=100W 150=150W	XX=30 or 50 30=3030	X=D or N D=Dimming N=No Dimming	X=P or N P=Sensor N=no sensor	30=3000K 40=4000K 50=5000K	It can be A,B,C,D
		H=277V-480V	185=185W	50=5050				

\* All data are related to the entire product

Due to the special conditions of the manufacturing processes of LED, the typical data of technical parameters can only reflect statistical figures and do not necessarily correspond to the actual parameters of each single product which could differ from the typical value.

For technical information of other CCT, please contact our sales representative.

## Electrical and Photometric Characteristics



Beam Angle  
>120°



IP Rating  
IP66



Power Factor  
>0.9



Dimmable



CRI  
>70



Starting Time  
<1.0 s



Lumen Maintenance  
50,000Hours



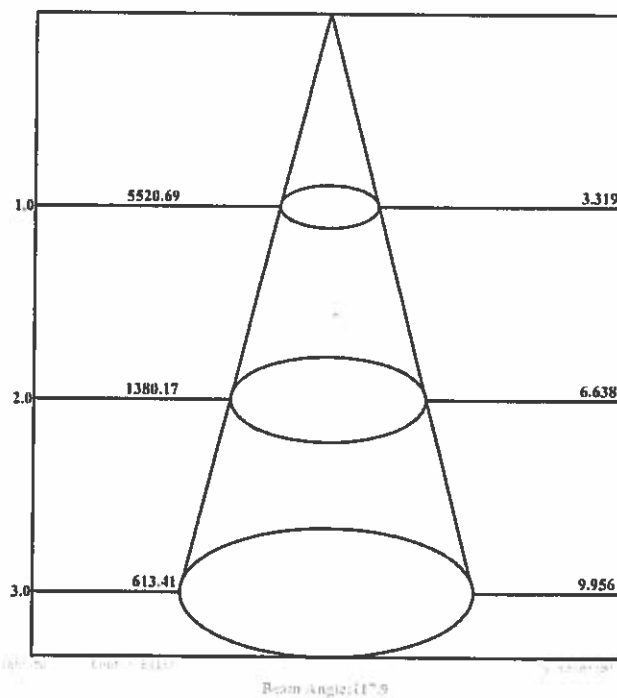
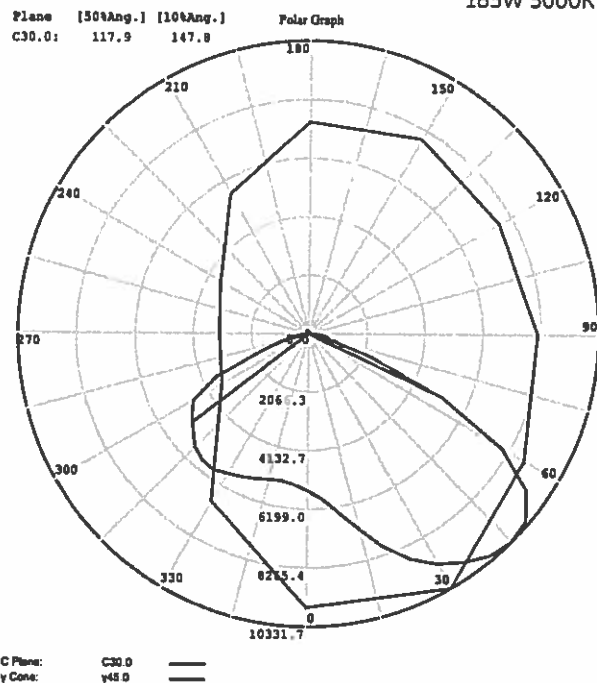
Operating Temp.  
-40°C ~ +50°C

# LED Shoebox Light

## Luminous Intensity Distribution Diagram

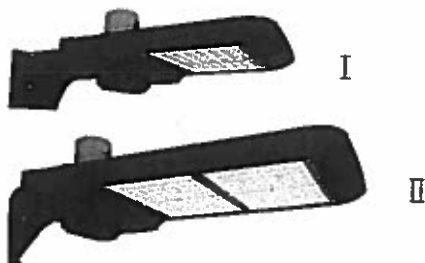
\*

185W 5000K LED Shoebox

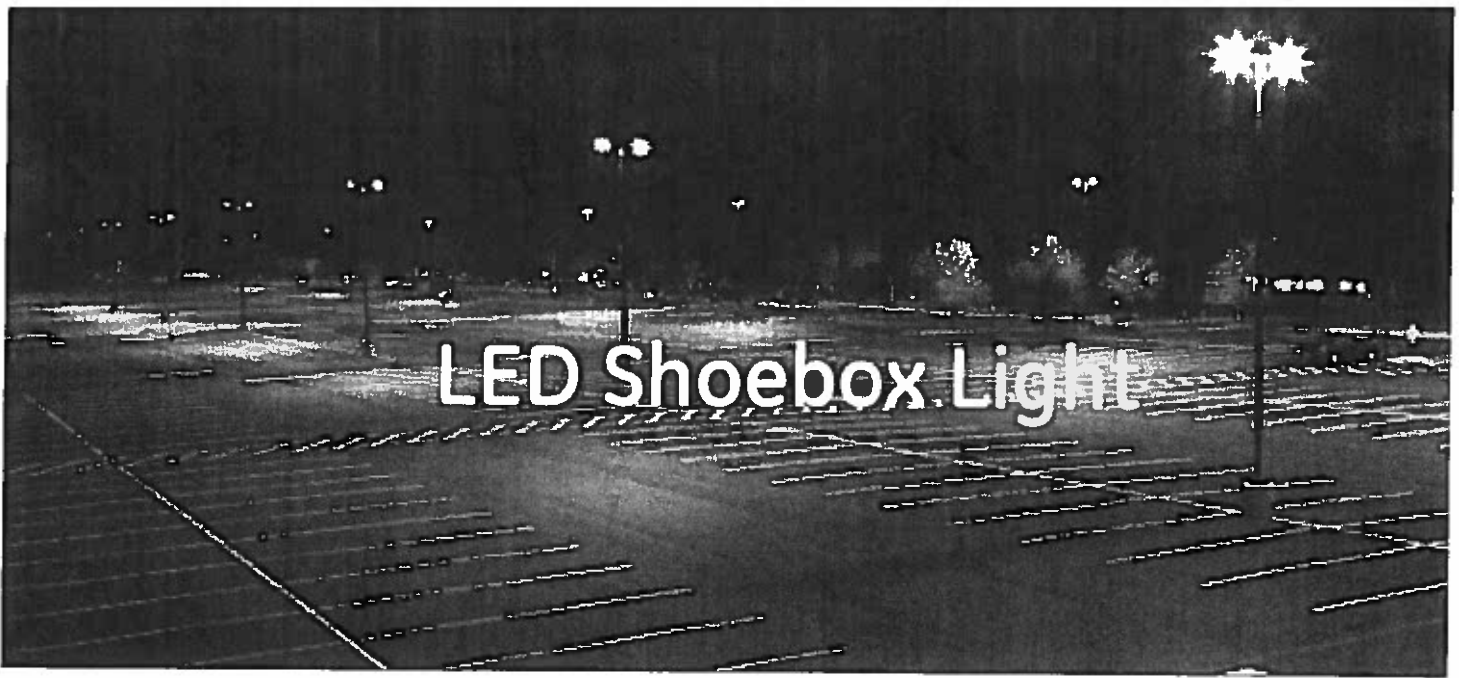


## Dimension Diagram

\*



Item Number	L (in)	W (in)	H (in)
I	16.85	12.32	2.91
II	23.54	12.32	2.91



## Package

\*

### PACKAGE DIMENSION

Products	Size of Carton LxWxH (mm/in)	Net Weight/Pcs	Gross Weight/Carton
100W 150W 185W	19.7x14.4x6.3		
240W 300W	26.8x14.4x6.3		

# Installation Diagram

\*

## Square/Round pole

1. Drill 3 holes on the Square/Round support pole, dimension see Figure 2.
2. Remove the side plate from mounting bracket, please skip to step 4 if mounted onto the square pole.
3. Attach round pole mounting plate on mounting bracket.
4. Fix the bracket to the support pole with Screws&nuts.
5. Route the power cord into bracket through the hole for wiring, Slide the fixture onto the bracket and tighten 2 bottom screws.
6. Make wiring connection, replace the side plate and fasten screws.

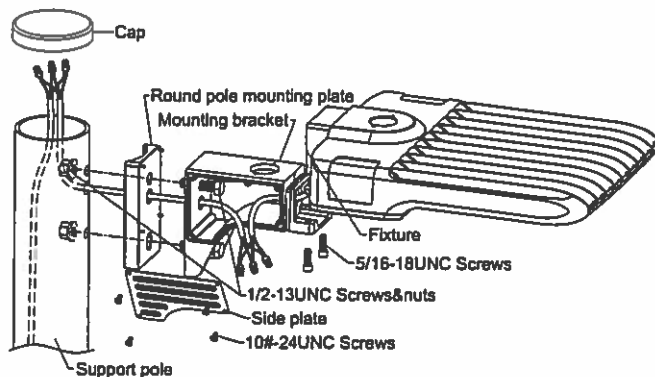


Figure 1

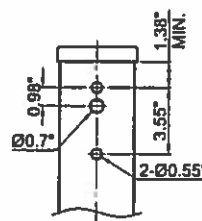


Figure 2

## Slipfitter

1. Make wiring connection before fixing the slip fitter onto the pole, tighten 4 side screws.
2. Remove the side plate from shipfitter.
3. Loosen center bolt, rotate the rail part to desired angle and tighten center bolt.
4. Route the power cord into shipfitter through the hole for wiring, slide the fixture onto the shipfitter and tighten 2 bottom screws.
5. Make wiring connection, replace the side plate and tighten screws.

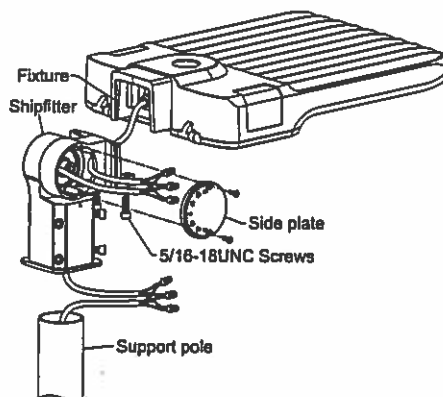


Figure 3

## Wall Mount

1. Drill 4 holes on the wall, dimension see Figure 5.
2. Remove the side plate from wall mounting bracket.
3. Fix the bracket to the wall with the expansion bolt&nuts.
4. Route the power cord into bracket through the hole for wiring, Slide the fixture onto the bracket and tighten 2 bottom screws.
5. Make wiring connection, replace the side plate and tighten screws.

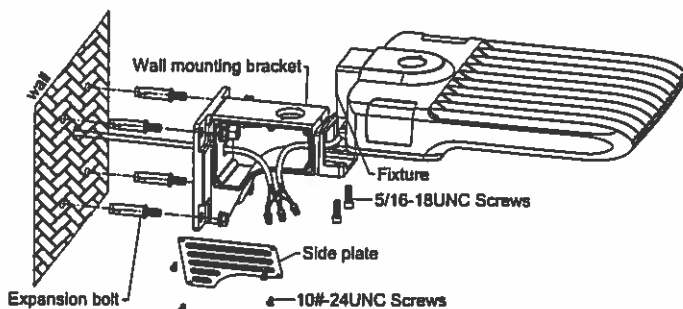


Figure 4

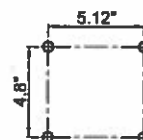


Figure 5

# AVIZZANO, LLC

Making The World Better One Light At A Time

Phone #: 440-759-9773

Email: Avizzano@avizzano.com

## LED Light Estimate

Job Name: Clearview Local Schools

Terms: TBD

Estimate Shipping: Ground

Phase 1	Description	Quantity(pcs)
CLS-SB-P185-30DN-50K-A	CLS SHOEBOX BRONZE 185W W/SURGE PROTECTOR AC120-277V 5000K 23125-29000LM. All LED Lighting come with a 5 Year Warranty. Lights are instock and Available. Ship from North Carolina.	17

## Electrician Estimate Opt

Phase 1	Description	Quantity(pcs)
Tim Jones Electric	Electrical quote includes removal of all existing parking lot head and disposal. Install of new LED fixtures. Includes all parts needed to install LED Fixture. Includes lift rental.	17
	Bonded and Insured	

## Electrician Estimate Opt


C

t A Time


led@gmail.com

Quote Number: AVI0065

Date: 11/14/2018


Picture	Unit Price	Amount
	\$255.00	\$4,335.00
	Total	\$4,335.00
	Estimated Rebate	\$889.45

ion 1

Picture	Unit Price	Amount
	\$190.00	\$3,230.00
	Lift	Included
	Total	\$3,230.00

ion 2

Phase 1	Description	Quantity(pcs)
<b>Energy Efficient Lighting</b> <b>BILL DORTON</b>	<b>Electrical quote includes removal of all existing parking lot head and disposal. Install of new LED fixtures. Includes all parts needed to install LED Fixture. Lift NOT included.</b>	<b>17</b>
	<b>Bonded and Insured</b>	

Picture	Unit Price	Amount
	\$165.00	\$2,805.00
	Lift	\$800.00
	Total	\$3,605.00





**State Support  
Team**



**Service Agreement Between:**

**The Educational Service Center of Lorain County  
and  
Clearview Local School District**

The Educational Service Center of Lorain County (ESCLC) and the Clearview Local School District enter into this agreement for the ESCLC to provide a part-time Reading Specialist assigned to Clearview Local effective **October 25, 2018 – May 31, 2019**. Through this agreement the parties agree to the following terms:

*Terms and Assurances*

This agreement will be in effect from **October 25, 2018 – May 31, 2019**. Clearview Local Schools agrees to pay all costs associated with this Reading Specialist, **Tina McCartney**, while working for the Clearview Local Schools to the Educational Service Center of Lorain County within 30 days of invoicing. Clearview Local Schools will be charged \$35 per hour based on timesheets submitted. Tutoring sessions will be 45 minutes with no more than 3 students per session, with 15 minutes of planning per hour. Reasonable attempt to inform the tutor of absence is expected. Should the Reading Specialist show up to work only to find out about absent student(s), district will be charged 30 minutes toward that student. If Reading Specialist is notified before in-transit to Vincent Elementary School, district will not be charged.

***Educational Service Center  
of Lorain County***

***Clearview Local Schools***

*Josh Gante* 10/16/18  
Board President Date

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

*Jill Orseno* 10-16-18  
Treasurer Date

\_\_\_\_\_  
Treasurer Date

*[Signature]* 10-16-18  
Superintendent Date

\_\_\_\_\_  
Superintendent Date

Once executed, please return one signed copy to: Jill A. Orseno, Treasurer, Lorain County ESC

1885 Lake Avenue ♦ Elyria, Ohio 44035

(440) 324-5777 ♦ (440) 244-1659 ♦ Fax: (440) 324-7355 ♦ [www.loraincountyesc.org](http://www.loraincountyesc.org)

File: DJF

## PURCHASING PROCEDURES

Monies under the jurisdiction of the Board may not be expended except upon a warrant drawn against a specific appropriation and against a specific fund. Therefore, no contract or purchase order for the expenditure of money will be made unless there is attached to it a certificate of the Treasurer certifying that the amount required to meet the contract or purchase order has been appropriated and is in the treasury, or is in the process of collection, and is free from previous encumbrance.

Any contract or purchase order issued without such a certificate attached is void, except as the law allows later issuance within 30 days of the certificate and except that, if the amount involved is less than \$3,000, the Treasurer may authorize it to be paid without the ratification or affirmation of the Board. Under certain conditions, the law also allows the Treasurer to issue blanket certification, subject to limitations of time and amount as set by law.

Purchasing procedures are designed to ensure the best possible price for the desired products and services. Procedures for purchasing are developed to require that all purchases are made on properly approved purchase orders and that, for items not put up for bid, price quotations are solicited.

Special arrangements may be made for ordering perishable and emergency supplies.

**Prior to July 1, 2018, the District followed the requirements outlined in previous OMB guidance. Effective July 1, 2018 all purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District's written policies and procedures.**

[Adoption date:]

LEGAL REFS.: ORC 3313.46  
3327.08  
5705.41(0)(1); 5705.412; 5705.44  
2 C.F.R. Part 200

CROSS REFS.: DECA, Administration of Federal Grant Funds  
DJ, Purchasing  
DJC, Building Requirements

**NOTE:** *The Uniform Grant Guidance (Uniform Guidance) issued by the U.S. Office of Management and Budget (OMB) effects certain federal funds districts receive.*

*The guidance replaces requirements found in eight previous OMB circulars. The new rules are in effect for new or noncompeting continuation grants awarded by OMB on or after December 26, 2014.*

*Districts are required to have written policies and/or procedures for the management of funds subject to the Uniform Guidance. The new rules are outlined in the Code of Federal Regulations (CFR) 200 and emphasize the need for strong financial management systems and other internal controls aimed at controlling fraud, waste and abuse. Internal controls should be in compliance with guidance in the Standards for Internal Control in the Federal Government issued by the comptroller general of the United States or the Internal Control Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.*

## PURCHASING

The function of purchasing is to serve the educational program by providing the necessary supplies, equipment and services. The Board's authority for the purchase of materials, equipment, supplies and services is extended to the District administration through its adoption of the annual appropriations resolution.

The Board declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. The purchase of items and services found on lists from the appropriations resolution requires no further Board approval, except in those instances in which, by law or Board policy, the purchases or services must be put to bid.

The Board authorizes "blanket" purchase orders to be issued for generic supplies for up to the line item appropriation and fund, is authorized to the extent permitted by law. Blanket purchase orders will not extend beyond the current fiscal year.

A "super blanket" purchase order for a "specific" permitted purpose and in an amount not to exceed the line-item appropriation and fund, is authorized to the extent permitted by law. The permitted purpose list may include payment for accountants, architects, attorneys, construction project managers, consultants, engineers, fuel oil, gasoline, food items and utilities. The super blanket purchase order may not extend beyond the current fiscal year.

The acquisition of supplies, equipment and services is centralized in the business office, which functions under the supervision of the purchasing agent through whose office all purchasing transactions are conducted.

The Board assigns to the purchase agent the responsibility for the quality and quantity of purchases made. The Treasurer is charged with the responsibility to ensure that all purchases do not exceed appropriations and that they are consistent with the approved educational goals and programs of the District and are conducted in accordance with all applicable laws and regulations.

[Adoption date:]

### LEGAL REFS.: Ohio Const. VIII, Section 2e

ORC 9.314

3313.172; 333.18; 3313.33; 3313.46

3319.04

3327.08

5705.38; 5705.39; 5705.40; 5705.41; 5705.412

2 D.F.R. Part 200

### CROSS REFS.: DECA, Administration of Federal Grant Funds

DJC, Bidding Requirements

DJF, Purchasing Procedures

DK, Payment Procedures

## CREDIT CARDS

The Board recognizes the efficiency and convenience afforded the day-to-day operations of the District through the use of credit cards under the supervision of the Treasurer. However, credit cards are not to be used to circumvent the general purchasing procedures required by State law and Board policies.

The Board authorizes the Treasurer to review available credit card accounts to determine which account and account provider best meets the needs of the District. The Treasurer will determine how many accounts, cards and checks are to be issued, and establish a process for credit card reissuance or cancellation.

1. The District name must appear on each card and/or check associated with the credit card account. The maximum credit card account limit is \$10,000.00. The Treasurer provides an annual report to the Board detailing all rewards received based on use of the credit card account.
2. All credit cards issued to and in the name of the District are held and supervised by the Treasurer and used only for purposes authorized by this policy. The Treasurer establishes a system for cards to be signed out for use by an authorized user.
3. Credit cards may only be used by the following individuals: Superintendent, Treasurer, Maintenance Supervisor, and Transportation Supervisor.
4. Credit cards may be used for the District-related transportation, reservations and expenses, conference registrations and hotel reservation guarantees for the Board and staff. Such expenses are subject to the reimbursement limits established by the Board.
5. If monies are budgeted and deposited with the Treasurer in advance, credit cards may be used by school employees for student trips and competitions for safety and security reasons.
6. With prior approval of the Treasurer, credit cards may be used by school employees for school-related purchases from a vendor who does not accept purchase orders or vouchers.
7. Gratuities are permissible only when card use is for group purchases and the tip is automatically added to the bill.
8. All credit card statements are sent directly to the Treasurer's office. The Treasurer keeps a record of all credit card use.
9. Receipts and appropriate forms(s) are to be turned in with the credit card to the Treasurer within three business days upon completion of approved use. Receipts for meals must include the names of all individuals for whom meals were provided and the purpose of the meeting. Failure to turn in receipts and appropriate form(s) to the Treasurer within the required timeframe may result in the charges being deemed unrelated or unsubstantiated. The user is responsible for any unsubstantiated or unrelated purchases. Any late fees assessed to the District due to an employee failing to submit invoices and credit card receipts on a timely basis are the responsibility of the employee.

10. All authorized users must immediately report loss or theft of the District credit card to the Treasurer who will immediately contact the credit card issuer.

The use of the credit card for the following items is considered unauthorized use and classified as credit card misuse:

1. expenditures not specifically authorized by this policy;
2. purchase of personal goods or services for an administrator, an administrator's spouse, children or anyone employed or not employed by the Board and attending a District business function;
3. payment of any fines, penalties or personal liabilities incurred by the administrator or anyone else;
4. alcoholic beverages or tobacco;
5. fuel for use in a personal vehicle;
6. entertainment expenses, including pay-per-view movie charges and/or
7. cash advances.

Persons using a credit card for personal, nonauthorized purposes or undocumented expenditures shall be held personally responsible for those expenditures. Misuse of the credit card is subject to disciplinary procedures, including termination. An employee or officer of the Board who knowingly misuses a District credit card account also is in violation of State criminal law.

[Adoption date:]

LEGAL REFS.: ORC 9.21; 9.22  
2913.21  
3313.311

CROSS REFS.: DJ, Purchasing,  
DLC, Expense Reimbursement  
GCL, Professional Staff Development Opportunities  
GDL, Support Staff Development Opportunities

NOTES: House Bill 312 adds new requirements for district credit cards.

Credit card accounts are defined as any bank-issued credit card account, store-issued credit card account, financial institution credit card account, affinity credit card account or any other card account allowing the holder to purchase goods or services on credit or to transact with the account and any debit or gift card account related to the receipt of grant moneys. The definition specifically does not include: procurement card accounts, gasoline or telephone credit card accounts or any other card account where merchant category codes are in place as a system of control for use of the card account.

Boards holding credit cards on the bill effective date must adopt policies for these cards meeting statutory requirements no later than three months after the bill's effective date. Boards not currently holding credit card accounts must adopt written policy meeting the requirements prior to holding a credit card account.

The board policy must include:

- The officers or positions authorized to use credit card accounts;
- The types of expenses for which a credit card account may be used;
- The procedure for acquisition, use and management of credit card accounts and presentation instruments related to the account including cards and checks;
- Procedures for submitting itemized receipts to the treasurer or chief fiscal officer or their designee;
- Procedures for credit card issuance, reissuance, cancellation and the process for reporting lost or stolen credit cards;
- The credit account's maximum credit limit or limits and
- Actions or omissions by an officer or employee that qualifies as credit card misuse.

If the treasurer retains general possession and control of the account and presentation instruments, they may use a system to sign out credit cards to users authorized by the board policy. If the user does not provide itemized receipts in accordance with the policy, they may be required to reimburse the amount in accordance with State law or board policy.

If the treasurer does not retain general possession and control of the account and presentation instruments, the board must appoint a compliance officer who must fulfill statutory requirements.

File: GBIA (Also IG DFA)

## ONLINE FUNDRAISING CAMPAIGNS/CROWDFUNDING

The Board believes that online fundraising campaigns, including crowdfunding campaigns, may support and further the interests of the District.

All crowdfunding campaigns must be reviewed by and receive prior approval from the Superintendent.

In order for a crowdfunding campaign to be approved, the campaign must:

1. be conducted in compliance with all State and Federal laws, as well as relevant District policies and procedures, including those governing the confidentiality of student information. No information that could personally identify a student, including student names or images, may be used without the prior written consent of parents or adult students. The Superintendent must review all images and text used as part of the campaign.
2. be compatible with the District's educational philosophy, needs, technical infrastructure, and core values. The organizer must submit in writing to the Treasurer a statement identifying the purpose(s) for raising the money. All online fundraisers must be conducted in accordance with District policies and procedures.
3. be in the name of the school or District with all donations being sent, paid or contributed directly to the school or District. Staff are prohibited from establishing campaigns that are directly sent, paid or contributed to a staff member in lieu of the District or school.
4. be reviewed to determine whether the crowdfunding site obligates the District to assume any responsibility to file required reports of charitable activities.

The Superintendent maintains a documentation of campaign approval, details of the campaign, a printed copy of the website, copies of all related agreements and permission forms, copies of any checks donated and any inventory listing non-monetary donations.

No donations of money, property, equipment, or materials are accepted without Board approval and all donations accepted are the property of the District. Upon acceptance, donations are promptly entered into the District property inventory or deposited into District bank accounts and are subject to normal fiscal oversight and auditing. Donations are used solely for the purpose(s) stated in the campaign provided the purposes are lawful and do not remove the authority of the Board.

[Adoption date:]



LEGAL REFS.: Family Educational Rights and Privacy Act; 20 USC Section 1232g

ORC 9.38

2921.43

3313.51

3319.321

CROSS REFS.: GBCA, Staff Conflict of Interest

GBI, Staff Gifts and Solicitations

IGDF, Student Fundraising Activities

KH, Public Gifts to the District

KI, Public Solicitations in the Schools

File: DFA

## REVENUES FROM INVESTMENTS

This policy, in conjunction with the Ohio Revised Code, governs the investments and the investment activities of the District. The policy will be reviewed periodically for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

The objectives of the investment policy, in order of priority, are to provide for the safety of the portfolio's principal, to assure adequate liquidity, and to earn a market rate of return over economic and budgetary cycles. Investments are made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs. Additionally, purchases are executed, not for speculation, but for investment, considering the safety of the capital as well as the probable income to be derived.

Responsibility and authority for investment transactions resides with the Treasurer. The Treasurer or a designated agent is fully authorized to buy, sell and trade investments in accordance with the goals and objectives of this policy and to sign investment-related agreements on behalf of the District.

The Treasurer is permitted to invest in any security specifically authorized by ORC 135.14 and other relevant sections as amended. All investment activity will be consistent with the Ohio Revised Code including, but not limited to, the collateralization of deposits and repurchase agreements.

All investment purchases will be executed with the reasonable expectation that the investment can be held until its maturity. The maximum maturity of an investment will be five years from the date of purchase unless matched to a known obligation and approved by the Board.

All transactions will be completed on a competitive basis whenever possible. When the lowest price is submitted by more than one dealer, the Treasurer will award the transaction at his/her discretion. Investments will be safekept with an independent third-party qualified custodian as established by the Treasurer.

A copy of this policy must be forwarded to each broker or dealer doing business with the District. A signed form is required certifying that each broker or dealer has received, read, understands and abide by the contents of this policy when recommending investments to the District.

[Adoption date:]

LEGAL REFS.: Intergovernmental Cooperation Act  
ORC 135.01 through 135.21  
3313.51

# GRANT REQUESTS 2018

	REQUEST	TEACHER	SCHOOL	GEN	NORD	F.A.	DISP
1	Glass Bubble	Ward	C			875 (1304)	P
2	Common Ground	Kazel	C		650		Y
3	Drama Club	Bilewicz	C			1000 (2000)	P
4	Real America	Sloboda	C	325			Y
5	One School One Book	Manning	D	2900			Y
6	Westside Market	McMillan	D	314 (313.20)			Y
7	Title I Supplemental	Ashofteh Kubishke	D	519.42			N
8	Play Away	Suppa	D	1000			Y
9	Students of the Month	6 <sup>th</sup> Grade	D	480			Y
10	DMS Sanctuary	McMillan	D	600			N
11	Music Therapy	Leonhardt	V	855			Y
12	Splash Math	Stambol	V	1680			N
13	Visual Math	Lewis	V	1550			N
14	Technology for All	4 <sup>th</sup> Grade	V	1000			Y
15	Vincent Playground	Alberti	V	1981			Y
16	Flocabulary	Cooper	V	120			Y
17	Speed Stacking Cups	Alberti	V	600			N
18	COSI on Wheels	Dodson	V	992			Y
19	Books & CD Read-a-long	Groboske	V	440			Y
20	4th Grade Recorders	Hoff	V			600	Y
21	COW	Starke	V	9387			Y

TOTAL REQUEST	GENERAL	NORD	F.A.
	24742.62	650.00	3904.00
AVAILABLE	19955.00	1515.00	3530.00
GRANTED	19794.00	650.00	2475.00