

Clearview Local Schools
Estimated Resources Amendment #9 - December 15, 2017

<u>FUNDS</u>	<u>FUND</u>	<u>ESTIMATED RESOURCES</u>	<u>CARRYOVER</u>	<u>TOTAL</u>
Government Fund Types				
General	001	16,855,854.63	7,127,371.93	23,983,226.56
Emergency	016	1,238,977.00	125,798.39	1,364,775.39
Principal's Funds	018	44,210.00	37,276.69	81,486.69
Total General Fund		18,139,041.63	7,290,447.01	25,429,488.64
Debt Service				
Bond Retirement	002	489,482.00	312,264.85	801,746.85
Total Debt Service		489,482.00	312,264.85	801,746.85
Capital Projects				
Permanent Improvement	003	78,295.00	54,758.58	133,053.58
Total Capital Projects		78,295.00	54,758.58	133,053.58
Special Revenue				
Trust Fund	007	8,350.00	8,003.89	16,353.89
Local Grants	019	23,224.00	14,612.08	37,836.08
Classroom Facilities - Maintenance	034	78,576.00	225,979.30	304,555.30
Athletics	300	158,401.55	31,034.41	189,435.96
OneNet	451	5,400.00	-	5,400.00
State Grants	499	0.00	-	-
Race To The Top	506	0.00	3,165.04	3,165.04
Title VI-B	516	331,470.04	9,966.38	341,436.42
Title I	572	410,826.90	11,100.00	421,926.90
Title VI-B Preschool	587	0.00	-	-
Improving Teaching Quality	590	59,947.13	7,031.68	66,978.81
Medicaid	599	10,000.00	1,502.42	11,502.42
Total Special Revenue		1,086,195.62	312,395.20	1,398,590.82
Total Government		19,793,014.25	7,969,865.64	27,762,879.89
Proprietary Fund Types - Enterprise				
Food Service	006	1,008,345.00	729,142.12	1,737,487.12
Uniform School Supplies	009	0.00	237.30	237.30
Latchkey	020	33,000.00	59,051.89	92,051.89
Total Enterprise		1,041,345.00	788,431.31	1,829,776.31
Total Proprietary				
District Agency	022	80,675.07	8,829.44	89,504.51
Student Activities	200	153,011.34	46,891.60	199,902.94
Total Fiduciary		233,686.41	55,721.04	289,407.45
Total FY 14 Estimated Resources		21,068,045.66	8,814,017.99	29,882,063.65

STATEMENT OF FUND ACTIVITY
Resolution # Permanent Appropriation 2017-2018
Clearview Local Schools

		<u>Permanent Appropriation 12/11/2017</u>	<u>Appropriation Amendment 2/12/2018</u>	<u>Variance</u>
General Fund Type				
General	001	13,913,893.78	13,913,893.78	-
Emergency	016	1,204,281.28	1,204,281.28	-
		<u>15,118,175.06</u>	<u>15,118,175.06</u>	<u>-</u>
 Special Revenue Fund Type				
Public School Support	018	44,210.00	44,210.00	-
Other Local Grants	019	23,224.00	23,224.00	-
Venture Capital	032	-	-	-
Classroom Facilities Maintenance	034	75,900.00	75,900.00	-
Dist. Managed Activities	300	158,401.55	158,603.89	202.34
Auxilliary Services	401	-	-	-
Teacher Development	416	-	-	-
EMIS	432	-	-	-
Entry Year	440	-	-	-
Data Communications	451	5,400.00	5,400.00	-
Ohio SchoolNet	452	-	-	-
Technology Network	454	-	-	-
Literacy	459	-	-	-
Summer Sch. Intervention	460	-	-	-
Poverty Based Assistance	494	-	-	-
Misc. State Grants	499	-	-	-
EdJobs	504	-	-	-
RttT	506	-	-	-
Title VIB	516	341,436.42	341,436.42	-
Fiscal Stabilization	532	-	-	-
Title II-D Technology	533	-	-	-
Nutrition Education	542	-	-	-
Title III Limited English Proficient	551	-	-	-
Title IA Improving Basic Programs	572	421,926.90	421,926.80	(0.10)
Title V Innovative Programs	573	-	-	-
Drug Free	584	-	-	-
Preschool Handicapped	587	-	-	-
Title IIA Supporting Effective Instr.	590	66,978.81	66,978.81	-
Misc. Federal Grants	599	10,000.00	10,000.00	-
		<u>1,147,477.68</u>	<u>1,147,679.92</u>	<u>202.24</u>
 Debt Service Fund Type				
Bond Retirement	002	480,018.77	480,018.77	-
 Capital Improvements Fund Type				

STATEMENT OF FUND ACTIVITY
Resolution # Permanent Appropriation 2017-2018
Clearview Local Schools

		Permanent Appropriation 12/11/2017	Appropriation Amendment 2/12/2018	Variance
Permanent Improvement	003	41,401.46	41,401.46	-
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
		<u>41,401.46</u>	<u>41,401.46</u>	<u>-</u>
Enterprise Fund Type				
Food Service	006	1,123,581.44	1,123,581.44	-
Uniform School Supplies	009	-	-	-
Latchkey	020	19,088.76	19,088.76	-
		<u>1,142,670.20</u>	<u>1,142,670.20</u>	<u>-</u>
Internal Service Fund Type				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>
Fiduciary Fund Type				
Special Grants	007	8,350.00	8,310.00	(40.00)
				-
Agency Fund Type				
Unclaimed Monies	022	80,675.07	80,675.07	-
Student Managed Activities	200	153,011.34	156,251.77	3,240.43
		<u>233,686.41</u>	<u>236,926.84</u>	<u>3,240.43</u>
Total		<u><u>18,171,779.58</u></u>	<u><u>18,175,182.25</u></u>	<u><u>3,402.67</u></u>

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Clearview Local School District (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement of Services

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is January 1, 2018. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for three (3) years from the Effective Date. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker

acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. *Indemnification Rights and Limitation of Liability*

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client’s plan. Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for plan benefits or any causes of actions for expenses or liabilities incident to the plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or related to such action or proceeding as Gallagher may have as a result of its provision of services on behalf of Client. Gallagher shall promptly notify Client or its designated legal counsel in writing of any legal actions that involve the plan or Client. Furthermore, Gallagher will promptly defend, indemnify and hold the Client harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Client may incur as a result of any violation by Gallagher of any law, or any loss or expense to the Client caused by the negligent act or omission of Gallagher or any breach of this Agreement. However, notwithstanding any other term or provision of this Agreement, Gallagher shall only be liable to the Client for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of Gallagher for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Clearview Local School District
Attention: Jerome Davis, Superintendent
4700 Broadway Avenue
Lorain, Ohio 44052

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Cyndie Schepis
3 Summit Park Drive, Suite 350
Independence, Ohio 44131

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CLEARVIEW LOCAL SCHOOL DISTRICT

By: _____

Name: Jerome Davis

Title: Superintendent

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: DK

Name: David Kempton

Title: Area President

Date: 1/9/18

EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

ATTEND LERC MEETINGS WITH CLIENT REPRESENTATIVES

- Debrief after each meeting
- Information received from Client will be used to conduct some of the following tasks.

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Assist with budget projections

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Large claims tracking
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Comparison to prior claim period
- Plan trends

DAY TO DAY ADMINISTRATIVE ASSISTANCE

- Assist with high level claims and eligibility issues

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$1,500/month	01/01/2018

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher’s ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm’s length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher’s and Gallagher affiliates’ income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher’s compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



**DEPOSIT OF PUBLIC FUNDS - OHIO
Bridge Agreement**

Upon the execution date noted below of **Clearview Local School District** (hereafter the "Public Entity"), The Huntington National Bank (hereafter "Huntington") enters into this Bridge Agreement For Deposit of Public Funds set forth herein.

WHEREAS, Huntington is a public depository providing deposit products in accordance with Ohio Revised Code (ORC) Section 135, et seq.;

WHEREAS, the Public Entity wishes to deposit active, interim and/or inactive funds with Huntington;

WHEREAS, Huntington plans to participate in the Ohio Pooled Collateral Program; and

WHEREAS, Huntington agrees to provide the deposit services to the Public Entity as more fully described herein.

NOW THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, Huntington and the Public Entity agree as follows:

Deposit Amounts. For the period commencing on **12/1/2017** and through **11/30/2022**, the Public Entity designates Huntington as an approved depository and Huntington will accept for deposit the following:

A. Active Deposits:	Up to the maximum sum of	\$500,000
B. Interim Deposits:	Up to the maximum sum of	\$500,000
C. Inactive Deposits:	Up to the maximum sum of	\$0
D. Total sum of Active, Interim and Inactive Deposits not to exceed		\$500,000

Security. Huntington provides security in accordance with the Ohio Revised Code. Upon Huntington's full participation in the Ohio Pooled Collateral Program (OPCP), Huntington will provide security at the approved collateral level, as determined by the State, or as further specified in Exhibit A. The Ohio Treasurer's Office will send notice when Huntington becomes active with OPCP. If, for any reason, Huntington does not participate in the OPCP by December 31, 2017, Huntington will provide security in accordance with other provisions of the Ohio Revised Code.

Huntington's Rules & Regulations: the Proposal: Entire Agreement. The Rules & Regulations as published from time to time by Huntington shall govern the accounts established by the Public Entity, except as expressly provided herein, or as provided in the proposal as published by Huntington and accepted by the Public Entity.

Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in ORC 135, et. seq.

Severability. If at any time any portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such portion shall be of no force and effect, but the illegality or unenforceability of such portion shall have no effect upon and shall not impair the enforceability of any other part of this Agreement.

Binding Agreement/Counterparts. This Agreement is binding and shall inure to the benefit of Huntington and the Public Entity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and each of which shall be taken together and shall constitute one and the same agreement. The delivery of executed copies of this Agreement by facsimile or electronically shall constitute and be deemed to be delivery of the original.

Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, and (b) be sent by certified mail or private courier with return receipt or sufficient tracking to evidence delivery; and, addressed to the attention of the signatories below, or as otherwise designated in writing to the other party. Such notice shall be effective upon confirmed receipt and a reasonable time to act.

Assignment. Neither Huntington nor the Public Entity may assign or transfer this Agreement without the written consent of the other. Notwithstanding the foregoing, Huntington may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate, or pursuant to any merger, sale, consolidation or other internal reorganization of Huntington.

Assignment and Waiver. This Agreement may not be amended or modified except in writing executed by Huntington and the Public Entity. A failure, delay or partial exercise by Huntington or the Public Entity in exercising any right or power in this Agreement will not be construed as a continuing waiver.

Termination. Notwithstanding the period of time set forth above, Huntington or the Public Entity may terminate this Agreement by giving notice at least thirty (30) days prior to the effective date of termination. This Agreement may terminate, and/or become null and void, prior to the end of the designated time period stated above if an amendment of law or regulation causes this Agreement to be unlawful.

The Public Entity, by and through its duly authorized representatives, hereby enters into this Bridge Agreement for Deposit of Public Funds – Ohio as set forth above.

CLEARVIEW LOCAL SCHOOL DISTRICT

THE HUNTINGTON NATIONAL BANK

By: _____

~~Sean Nuccio~~ MARY ANN NOWAK

Its: Treasurer

By: David Schamer, Senior Vice President

By: Maureen Schildwachter, Vice President

Address:

Date: _____

Address:

4700 Broadway
Lorain, OH 44052

JOINT AGREEMENT APPOINTING THE BUSINESS ADVISORY COUNCIL OF THE EDUCATIONAL SERVICE CENTER TO SERVE AS THE AS THE BUSINESS ADVISORY COUNCIL FOR THE SCHOOL DISTRICT

As the Clearview School District Board of Education ("Board") has entered into an agreement under R.C. 3313.843 and/or R.C. 3313.845 to receive any services from the Educational Service Center of Lorain County Governing Board ("ESC"), the Board is not required to appoint a business advisory council pursuant to R.C. 3313.82, R.C. 3313.821, and applicable laws as the Board and ESC hereby agree that the ESC's business advisory council shall represent the business of the Clearview School District. This agreement shall remain in full force and effect until either the Board or ESC terminates the same by formal resolution.

ON BEHALF OF THE Clearview SCHOOL DISTRICT BOARD OF EDUCATION:

_____, Board President

_____, District Treasurer

Date

Board Resolution No: 2018-38

ON BEHALF OF THE Lorain County EDUCATIONAL SERVICE CENTER GOVERNING BOARD:

_____, Governing Board President

_____, ESC Treasurer

Date

Governing Board Resolution No: _____

**EMPLOYMENT AGREEMENT OF THE
TREASURER FOR THE
CLEARVIEW LOCAL SCHOOL DISTRICT
LORAIN COUNTY, OHIO**

This is an Employment Agreement (“Agreement”) by and between the **Board of Education of the Clearview Local School District**, located in Lorain County, Ohio, (“Board”), and **Mary Ann Nowak**, a person qualified by training, experience and certification/licensure to occupy the position of Treasurer in an Ohio public school district (“Treasurer” or “Mary Ann Nowak”), pursuant to authority contained in a resolution of the Board duly adopted on February 12, 2018, in accordance with the provisions of O.R.C. 3313.22.

WHEREAS, the Board desires to employ Mary Ann Nowak as Treasurer, and Mary Ann Nowak desires to be employed by the Board as Treasurer, for the term commencing February 1, 2018;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Duration.** The Board hereby employs Mary Ann Nowak under the relevant provisions of Ohio law for a term of two (2) and one-half years commencing February 1, 2018, and expiring on July 31, 2020. Mary Ann Nowak hereby accepts said employment and promises to perform the duties of Treasurer as prescribed by the laws of the State of Ohio and by the Board’s Policies, guidelines, rules, regulations, and directives throughout the duration of this Agreement, or any extension of it. The Board may by specific action extend the expiration date of the existing Agreement consistent with the requirements of state law.

2. **Annual Salary.** In consideration of the services to be performed hereunder by the Treasurer, the Board shall pay Mary Ann Nowak at the annual rate of \$85,000.00 for February 1, 2018, through July 31, 2018. The annual salary for August 1, 2018, through July 31, 2019, shall remain \$85,000.00, unless the Board approves an increase to be effective August 1, 2018. Moreover, the annual salary for August 1, 2019, through July 31, 2020, shall remain at either \$85,000.00 or the new salary if it has been increased for the second year of the contract (i.e., August 1, 2018, through July 31, 2019), unless the Board approves an increase to be effective August 1, 2019. The compensation shall be paid in substantially equal installments in accordance with the Board’s policy and practices that govern the payment of salaries to other administrative personnel in the District.

3. **SERS Contributions.** The Board shall pay the employer’s share of the State Employees Retirement Systems (“SERS”) contributions as required by law. In

addition, unless otherwise prohibited by state law, the Board shall “pick-up” (pay directly) the employee’s share of Treasurer’s total retirement contribution to the SERS on behalf of Treasurer, plus all retirement contributions on this picked-up amount. During the term of this Agreement, to the extent permitted by law, this pick-up shall be a condition of Treasurer’s employment in the District and shall not be at Treasurer’s option. Such pick-up shall be a fringe-benefit of the entire amount of the employee contribution that the Treasurer is required to contribute to SERS, based upon the salary reported to SERS as provided in this Agreement. The amount of the fringe-benefit pick-up in this Agreement shall be considered compensation of the Treasurer, and unless otherwise prohibited by state law, the Board shall pay both the employer and employee’s contributions to SERS on the amount of the fringe-benefit pick-up (“pick-up on the pick-up”). At any time following the execution of this Agreement, should either pick-up or pick-up on the pick-up by the Board be prohibited by state law, the Board and Treasurer agree to meet to discuss how to replace the loss of this contractual benefit for the remaining term of this Agreement.

4. **Health and Other Insurance Coverage.** The Board further agrees to pick up and pay Mary Ann Nowak’s required contributions to Medicare. Such pick up shall be a “fringe benefit” of the entire amount of the employee contribution which she is required by law to contribute to Medicare based on her contractual salary and other compensation as herein stated. The Board shall pay the amount of fringe benefits picked up directly to Medicare. In addition, the Board will provide the Treasurer with term life insurance coverage in an amount equal to twice her Annual Salary. The cost of the term life insurance premium that exceeds the cost of a term life policy valued at \$50,000 will be considered income to Mary Ann Nowak and will be identified as such on her annual W-2 Form.

5. **Sick Leave and Bereavement Leave.** Mary Ann Nowak may earn and use sick leave with pay in accordance with state law. Such sick leave days shall be accumulated in the same manner as is provided in Board policy for other administrative personnel. Provided Mary Ann Nowak is employed by the Board at the time she commences service retirement under SERS, Mary Ann Nowak will be compensated for 25% of the first 288 days of accumulated unused sick leave, payable at her current per diem rate of pay at the time of severance (Annual Salary divided by 260 days). Payment will be made within a month of Mary Ann Nowak submitting to the Treasurer a copy of her first SERS check following commencement of her retirement. Payment for sick leave shall be made only once and shall eliminate all sick leave accrued to Treasurer at that time. Mary Ann Nowak is also entitled to take bereavement leave in accordance with Board policy.

6. **Vacation and Holiday Leave.**

- a. **Holiday Leave.** Mary Ann Nowak is entitled to the following paid holidays annually, to be taken on the dates specified in the adopted school calendar: New Year’s Day; Martin Luther King Day; Presidents’ Day; Good Friday; Memorial Day; Independence Day;

Labor Day; Thanksgiving Day; Day after Thanksgiving; Day before Christmas (i.e., Christmas Eve); Christmas Day; and Day Before New Year's Day (i.e., New Year's Eve).

- b. **Vacation Leave.** Mary Ann Nowak shall receive twenty (20) paid days of vacation leave annually (i.e., in each 12-month period commencing August 1 and ending July 31, of each year of this Agreement), exclusive of the holidays identified above. It is expected that vacation days shall ordinarily be used during the contract year earned; however, by August 15th of each contract year, Mary Ann Nowak may, unless otherwise prohibited by state law, utilize any unused vacation leave from the previous contract year as follows: 1) she can convert up to ten (10) unused vacation days for cash payment (no SERS credit) at her per diem rate at the time the vacation days accrued (Annual Salary divided by 260 days); and/or 2) she can elect to carry-over unused vacation days in accordance with Board policy.

7. **Personal Days.** Mary Ann Nowak shall be entitled to four (4) days paid personal leave annually in accordance with state statute and Board policy. Personal leave may not be used for remunerative activities. Personal days shall not be carried over from one year to the next.

8. **Professional Dues & Conferences.** Mary Ann Nowak is encouraged to attend professional meetings at the local and state level for professional development purposes to enhance her capacity to deal effectively with the business of the Board and the District. The Treasurer may attend appropriate professional conferences at the local and state level, and the reasonable expenses of said attendance (e.g., fees, travel, and subsistence expenses) will be paid by the Board in accordance with applicable Board policy and/or in accordance with expense reimbursements available to the Board's other administrative personnel and subject to limitations of appropriations as set by the Board. The Board shall pay the Treasurer's annual membership in the Ohio Association of School Business Officials (OASBO). The Board is not responsible for Treasurer's membership dues in other school-related and/or civic/professional organizations unless the Board provided Mary Ann Nowak with advanced approval. Following separation from employment, Mary Ann Nowak will not be obligated to the Board for any portion of the annual membership dues paid on Treasurer's behalf in accordance with this paragraph.

9. **Tuition Reimbursement.** Mary Ann Nowak is entitled to participate in tuition reimbursement in accordance with Board policy.

10. **Travel and Other Expenses.** The Board shall pay mileage reimbursement to Mary Ann Nowak for actual and necessary travel (i.e., the use of her personal vehicle in connection with school business), at the IRS-approved rate, upon monthly statements signed by Mary Ann Nowak. Other expenses incurred in the performance of her official duties shall be paid in accordance with Board policy.

11. **Cell Phone Allowance.** As a condition of employment, Mary Ann Nowak agrees to personally own a cell phone and obtain an appropriate service plan so that the cell phone is available for use for business-related communications. The Board shall provide Mary Ann Nowak with a monthly cell phone allowance of fifty dollars (\$50.00), which is expressly for the purpose of reimbursing her for the costs associated with maintaining and using the personally-owned cell phone for business purposes. The cell phone allowance may be used by Mary Ann Nowak to pay for her cellular telephone service and wireless Internet/data connection. Mary Ann Nowak affirms that the cell phone allowance provided for by this Paragraph does not exceed the expenses she actually incurs for maintaining her personally-owned cell phone. The cell phone allowance shall not serve as a substitute for a portion of Mary Ann Nowak's wages and shall not constitute an increase in base pay and will not be included in the calculation of her per diem rate or her total annual salary. The cell phone allowance will not be considered additional income to Mary Ann Nowak and therefore will not be considered taxable income. In order to continue to receive the cell phone allowance, Mary Ann Nowak must answer all business-related calls on her cell phone and promptly respond to any messages.

Mary Ann Nowak is responsible for choosing her cell phone, the voice and/or wireless data plan, and the service provider. She is responsible for paying all monthly service charges in full and on time. The Board does not accept any liability for claims, charges, or disputes between the service provider and Mary Ann Nowak. Because Mary Ann Nowak is personally responsible for the cell phone, any replacement for loss or damage will be at her expense. Such replacement or repair must be completed promptly and the Board President must be notified if she will not be available by her cell phone for a period of time.

Mary Ann Nowak is expected to refrain from using her cell phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, she is strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Reading or sending a text message, instant message or e-mail, or browsing the Internet using a cell phone while driving is strictly prohibited. If acceptance of a call is unavoidable and pulling over is not an option, Mary Ann Nowak is expected to keep the call short, use hands-free options (e.g., headsets or voice activation) if available, refrain from the discussion of complicated or emotional topics, and keep her eyes on the road. Special care should be taken in situations where there is traffic, inclement weather, or she is driving in an unfamiliar area. Mary Ann Nowak is required to comply with all applicable laws while driving (including any laws that prohibit texting or using a cell phone or other personal communication device while driving).

12. **Full-Time Duties.** Mary Ann Nowak agrees to devote such time, skills, labor and attention to her employment with the Clearview Local School District as are necessary to perform the duties as specified in her job description and to meet the annual goals and objectives established by the Board. Mary Ann Nowak's employment shall be

considered full-time and she shall work continuously throughout the term of this Agreement and shall complete no less than 260 regular work days annually subject to the leaves provided by this Agreement. Mary Ann Nowak's duties generally will be performed during normal business hours, but it is expressly agreed and understood that the performance of duties of this position, being executive in nature, will require Mary Ann Nowak's work and attention during times other than normal business hours. For and in consideration of the salary and other benefits contained in the Agreement, Mary Ann Nowak agrees to perform all the duties of Treasurer, as provided by law, the rules and regulations of the Ohio Department of Education, the Board's policies, resolutions, directives, guidance and management, and the Job Description for the Treasurer as adopted by the Board. Mary Ann Nowak agrees to perform such other duties as may be assigned or designated to her by the Board. In the performance of her job responsibilities, Mary Ann Nowak shall be guided by the Board-approved job description for the position of Treasurer of the Clearview Local School District, as said job description may be amended from time to time. A copy of the Board-approved job description for the position of Treasurer together with any future amendments thereto is incorporated by reference as if fully rewritten herein. Mary Ann Nowak shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Treasurer.

13. Acknowledgements and Representations. Mary Ann Nowak acknowledges that she has supplied certain information relied upon by the Board in connection with her employment as the Treasurer. Mary Ann Nowak represents that all information she supplied to the Board is accurate and reliable. Mary Ann Nowak further acknowledges that she has been notified of all duties and obligations under O.R.C. Chapter 3309 pertaining to the School Employees Retirement System.

14. Scope of Duties and Administrative Authority. Mary Ann Nowak shall have all powers conferred upon treasurers by Ohio Revised Code Chapter 3313 and all other O.R.C. sections relating to the powers, duties and qualifications of school board treasurers. Mary Ann Nowak will perform the duties required by the Ohio Revised Code and specified in the Job Description for the Treasurer of the Clearview Local School District, as adopted or as may be adopted by the Board, and/or as amended by the Board from time to time during the term of this contract. The Board and Treasurer acknowledge that the Treasurer is a direct employee of the Board in accordance with O.R.C. 3313.31(A). Both parties agree that the Treasurer shall work closely with and cooperate with the Superintendent of the District. Further, both parties acknowledge that the Treasurer, pursuant to O.R.C. 3313.31(B), shall direct and assign all employees directly engaged in the day-to-day fiscal operations of the District.

15. Valid Treasurer's License and Bond. Mary Ann Nowak agrees to maintain throughout the life of this Agreement a valid and appropriate certificate/license to act as Treasurer of Schools in the State of Ohio and a bond pursuant to O.R.C. 3313.25. The Board shall pay the costs associated with the bond. Mary Ann Nowak will furnish a copy of the valid Treasurer's license and bond to the Board. Maintenance and

continuation of her Treasurer's license is an express condition precedent to the continuation of this Agreement and/or any extension of it.

16. **Model Conduct.** Mary Ann Nowak acknowledges and agrees that: a) she will maintain model conduct professionally and personally during the existence of this Agreement and any extension of it; b) her conduct to the contrary – including but not limited to unethical, immoral, or dishonorable behavior – will materially impede Mary Ann Nowak's ability to perform her duties as treasurer of the Clearview Local School District in the manner required by the Board; and c) her breach of this provision shall be grounds for termination under this Agreement and Ohio law.

17. **Termination.** This Agreement may be terminated by: a) the mutual agreement of the Board and Treasurer; b) Treasurer's retirement under the applicable rules of SERS; c) incapacity as set forth in the following Paragraph; d) termination by the Board for cause as provided by Ohio law and this Agreement; e) death of Treasurer; and f) non-renewal of this Agreement by the Board pursuant to O.R.C. 3313.22 or other applicable law.

18. **Incapacity.** In accordance with the Board Policy and state law governing a Treasurer's incapacity in effect at the time of the alleged incapacity, should Mary Ann Nowak be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control and such disability exists for a period of more than six (6) months, the Board may in its discretion make a proportionate deduction from the salary stipulated. If such disability continues for more than nine (9) months or if the disability is permanent, irreparable or of such nature as to make the performance of her duties impossible (with or without reasonable accommodation), the Board may, at its option, terminate this Agreement without further liability, whereupon the respective duties, rights and obligations hereof shall terminate. Nothing herein shall be deemed to alter or in any way affect the rights that Mary Ann Nowak may have to receive disability payments under any disability insurance policy in force at the time a disability occurs.

19. **Medical Examination.** If so requested by the Board, or at the election of the Treasurer, Treasurer shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of Treasurer's choosing, which examination shall not be conducted more than once in any calendar year except by mutual agreement. When such examination is performed, the physician or physicians shall submit a written statement to the Board, which is limited to the conclusion as to whether Treasurer is physically and mentally capable of performing the duties of her office. The actual medical report of the examination shall become the property of the Treasurer and shall remain confidential as between the physician(s) and the Treasurer. The costs of the medical examination and report shall be borne by the Board to the extent Mary Ann Nowak incurs any out-of-pocket costs associated with the examination, which are not covered by the Board-provided healthcare insurance specified in Paragraph 4 above. Treasurer will request coverage for the medical examination, whenever possible, under the current healthcare insurance plan.

20. **Annual Performance Evaluations and Goal-Setting.** The Board shall annually establish goals, targets, and objectives for Treasurer and shall also evaluate Treasurer by conducting no less than one executive session per year for the express purpose of discussing with Mary Ann Nowak her employment performance during the preceding year and/or such other relevant time period as the Board believes, in its sole discretion, to be relevant and appropriate. The Board and Treasurer will also discuss the working relationships between Treasurer and the Board, as needed, and the Board may provide direction, guidance and/or management of Treasurer in all respects of her performance, job responsibilities and contractual obligations under this Agreement. The establishment of an evaluation and goal-setting procedure will not create the expectancy of continued employment of Treasurer beyond the duration of this Agreement. The Board will consider Treasurer's evaluations, together with all other relevant factors, when deciding whether to renew or non-renew Treasurer under O.R.C. 3313.22. The Board reserves the right to non-renew Treasurer's employment for any or no reason, except those specifically prohibited by Ohio or federal law.

21. **Liability Insurance/Indemnification.** The Board agrees, as a further condition of this Agreement, that as permitted by Ohio law it shall purchase liability insurance for Treasurer and shall defend, hold harmless and indemnify Treasurer from and against any and all demands, claims, suits, actions and legal proceedings brought against Treasurer in her individual and/or official capacity as agent and employee of the Board, provided the incident that gives rise to the litigation occurred while Treasurer was acting within the scope of her employment and provided that such defense indemnification and liability coverage is within the authority of the Board to provide under the laws of the State of Ohio. Criminal legal proceedings are expressly excluded from such indemnification. In the event the Board and Treasurer are determined to have adverse interests in a criminal proceeding, the Board shall have no duty of indemnification or defense. In no case will individual Board members be considered personally liable for indemnifying Treasurer against such demands, claims, suits, actions and legal proceedings. The Board shall provide liability insurance with aggregate limits not to exceed \$1,000,000, to satisfy its requirements under this provision. If the Treasurer and Board mutually decide that a conflict between the legal position of the Treasurer and the legal position of the Board exists with respect to defense of/to claims covered by this Paragraph, Treasurer may engage separate counsel, in which event the Board will indemnify/reimburse Treasurer for the cost of her legal defense in a manner consistent with and as permitted by the laws of the State of Ohio. The Board will not unreasonably withhold permission for Treasurer to have separate counsel under such circumstances. In any event, the Board shall not be required to pay any cost of any legal proceedings in which the Board is asserting a claim against Treasurer or Treasurer is asserting a claim against the Board.

22. **Applicable Law.** This Agreement is subject to all provisions of the Ohio Revised Code and to the provisions of the State Employees Retirement System. Should any provision hereof be in conflict with the Ohio Revised Code and/or the State Employees Retirement System, the latter authorities shall govern.

23. **Choice of Venue.** The Board and Treasurer agree that the jurisdiction and venue for any dispute involving the terms and conditions of this Agreement will be Lorain County, Ohio, and that service of process may proceed from such appropriate court.

24. **Savings Clause.** Should any provision of this Agreement be found illegal, void, or voidable, the remainder of the Agreement shall continue in full force and effect.

25. **Entire Agreement.** This instrument contains the entire agreement of the parties; it may not be changed orally but only by an agreement in writing signed by the parties.

26. **Miscellaneous.** The recitals are hereby incorporated in the Agreement as if fully rewritten herein.

IN WITNESS WHEREOF, the Board of Education of the Clearview Local School District, by its President having been first duly authorized, and Treasurer have set their hands hereto this ____ day of February, 2018.

BOARD OF EDUCATION OF THE
CLEARVIEW LOCAL SCHOOL DISTRICT

By: _____
Heidi Adkins, Board President

Date: _____

TREASURER

By: _____
Mary Ann Nowak

Date: _____

CLEARVIEW LOCAL SCHOOLS 2018- 2019

August 2018

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

September 2018

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

October 2018

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

November 2018

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December 2018

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January 2019

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

February 2019

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

March 2019

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2019

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2019

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2019

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Codes

Inservice	△
Grade Period	□
Vacation	○
Holiday	□
PC-No School Stu/Staff	≡
Teacher Records	⬡
Professional Dev.	D

NO SCHOOL DAYS FOR STUDENTS

- August 20th, 21st -Teacher Inservice
- September 3rd - Labor Day
- October 12th - NEOEA Teacher Inservice
- October 26th - Professional Dev.
- November 5th - Professional Dev.
- November 21st - PC - No Students or Staff
- Nov. 22nd - Nov. 23rd -Thanksgiving Break
- Dec. 21st - Jan. 1st -Winter Break
- January 14th - Teacher Records
- January 21st - Martin Luther King Day
- February 18th - President's Day
- March 15th - Professional Dev.
- April 18th - PC - No Students or Staff
- April 19th - Good Friday
- April 22nd - April 26th - Spring Break
- May 10th - Professional Dev.
- May 27th - Memorial Day
- May 31st - Teacher Records

Fall Homecoming (vs. Columbia)
October 5, 2018

FIRST DAY SCHOOL: August 22, 2018
LAST DAY SCHOOL: May 30, 2019

GRADUATION: @ Palace Civic Center— May 29, 2019 (7:00 p.m.)

PARENT-TEACHER CONFERENCES

(2nd Semester Begins January 15, 2019)

VINCENT

- Nov. 1st - 3:30-7:30 p.m.
- Nov. 8th - 3:30-7:30 p.m.
- Feb. 7th - 3:30-7:30 p.m.

DURLING

- Oct. 4th - 3:15-7:15 p.m.
- Nov. 29th - 3:15-7:15 p.m.
- Feb. 21st - 3:15-7:15 p.m.

CLEARVIEW

- Sept. 27th - 3:00-7:00 p.m.
- Nov. 28th - 3:00-7:00 p.m.
- Feb. 6th - 3:00-7:00 p.m.

OPEN HOUSES
Vincet: Aug. 21st - 3:30-5:00 p.m. (Grades 1-4)
 Aug. 24th - 3:30-5:00 p.m. (Kindergarten only)
Durling: Aug. 22nd - 3:30-5:00 p.m.
 5th Grade Orientation Aug. 20th, 3:00-4:00 p.m.
Clearview: Aug. 20th - 4:30-6:00 p.m.
 Freshmen Orientation - Aug. 20th, 4:00-5:00 p.m.

GRADING PERIODS
 1st Aug. 22nd - Oct. 26th (46 days)
 2nd Oct. 29th - Jan. 11th (45 days)
 3rd Jan. 15th - March 19th (44 days)
 4th March 20 - May 30th (45 days)

Board Adopted : 2/12/18

COLLEGE CREDIT PLUS MASTER AGREEMENT

Between

Kent State University

(hereafter known as IHE)

And

Clearview Local School District

(hereafter known as LEA)

TERMS OF AGREEMENT

PART 1 – GENERAL PROVISIONS OF AGREEMENT

A. SCOPE

College Credit Plus shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter Agreement*), which supersedes all previous agreements, versions and addenda. This Agreement applies to local education agencies (public school districts, locally chartered and state chartered charter schools, state-supported schools) (*hereafter LEA*). This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

B. DEFINITION OF COLLEGE CREDIT PLUS PROGRAM

“College Credit Plus Program” (*hereafter CCP*) means a program that allows secondary school students to enroll in college-level courses on a full or part time basis and complete academic, non-sectarian, non-remedial courses, and simultaneously to earn credit toward high school graduation and a college degree or certificate pursuant to ORC3365.02 (effective 9/29/2017).

C. PURPOSES

The primary purposes of the CCP program are to increase the educational options and opportunities for secondary students. Fundamentally, CCP programs allow students to earn credit at the secondary and postsecondary levels simultaneously. The programs may also encourage more students to consider postsecondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban.

D. ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements.

1. Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP. Remedial, developmental, and sectarian courses are not eligible to be taken under CCP. College credit plus courses may be taken as high school electives or as high school core course credits.

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A.

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

CCP eligible courses shall follow the updated state rules as defined in ORC 3365.06 (C) (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2018-2019 academic year.

2. Academic Quality of College Credit Plus Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the college credit plus program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.

Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same text book and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B.

Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

3. Student Eligibility

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Student meets state CCP Eligibility requirements
- b. Completed online CCP application
- c. Secondary school transcripts
- d. ACT or SAT assessment results and/or appropriate assessments required by the campus to which the student applies
 - a) Preferred 3.0 cumulative high school grade point average on a 4.0 scale;

- b) Preferred ACT composite score of 21 or combined SAT score of 1060 (for SAT taken prior to March 2016) or 1130 (for SAT taken March 2016 or later) and/or appropriate entrance assessment.

In conjunction with the IHE's admission criteria and prior to making a final admission decision, the IHE shall evaluate each student who is applying under CCP against the standards identified in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2017.

4. Academic Standing

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal. CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2018-2019 academic year and secondary schools shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

5. Course Approval

Student approval for CCP courses shall be by the LEA and IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 16 semester hours of credit per semester; no more than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year at any college or university as part of CCP.

6. Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information

shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information.

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

7. Eligible Semesters

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

8. State Reporting

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

9. Liabilities of Parties

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presence of students on its campus.

10. Appeals

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

11. Relevant laws.

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

PART 2 – SPECIFIC PROVISIONS OF AGREEMENT

The following provisions outline the specific responsibilities and duties that apply to the IHE, LEA, and students participating in the CCP program to ensure adequate participation by each party.

A RESPONSIBILITIES AND DUTIES OF THE IHE and LEA: The following applies:

1. The LEA and IHE shall designate a representative at each campus who will be the CCP representative and insure that only a form endorsed by all parties shall constitute a CCP approval request.
2. The LEA and IHE shall provide information and orientation to the student and parent or guardian regarding the responsibilities of CCP enrollment including academic rigor, time commitments, behavioral expectations, and the importance of satisfactorily completing the college course(s).
3. The IHE CCP representative, in collaboration with the LEA, shall review the appropriateness of each student's enrollment in a course prior to registration in terms of academic readiness, age requirements, and to ensure compliance with course prerequisites. This agreement cannot be used by either party to limit participation of a student in courses not part of the agreement.
4. The CCP application fee is waived.
5. Parents and teachers will be advised of the federal Family Educational Rights and Privacy (FERPA) rules.
6. Student educational records created as a result of the Agreement shall be retained and disseminated in accordance with FERPA requirements.
7. The IHE shall approve, supervise, and evaluate instructors for courses that result in the awarding of college credit. The IHE shall maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the CCP courses covered by this agreement.
8. The LEA will follow the same course syllabus, pacing and learning outcomes, use the same text book, materials and assessments as the college course delivered on the IHE campus.
9. The IHE shall use the same approval procedures and standards to select high school instructors who teach CCP courses as used to approve adjunct faculty responsible for teaching the same courses at the IHE.
10. The IHE will provide faculty as consultants to high school instructors teaching college courses to assure college level work is maintained. The IHE may also provide faculty to teach such courses directly at the LEA. Prior to such assignment, the parties must agree in writing as to the obligations and responsibilities of each party necessary to deliver the CCP course at the LEA.
11. The IHE shall provide all secondary teachers who are teaching at least one CCP course with at least one three-hour professional development session per academic year. The IHE shall provide no financial compensation to teachers related to the professional development session.
12. The IHE shall conduct at least one full-period classroom observation of each CCP course taught by a secondary teacher during the first academic year the secondary teacher instructs the college course. After the first academic year of teaching, full-period

classroom observations will be completed in alternating academic years for all CCP courses taught by a secondary teacher. All CCP students will have access to complete an end of course survey for CCP courses.

13. The IHE will assign an advisor to each CCP student and schedule a meeting between the CCP student and advisor prior to the institution's effective academic no-fault course withdrawal date. The advisor meeting may be individual or group, in person or virtual.
14. CCP students will be given reasonable access to university student support services and university libraries.
15. Transcription of college credit shall be done upon completion of the academic semester/term.
16. The IHE agrees that they will provide any necessary information needed for EMIS reporting.
17. The IHE will provide accommodations and services for special education students while the students are enrolled in on-campus CCP classes. Eligible students shall be advised regarding how to make the appropriate arrangements.

B. RESPONSIBILITIES OF STUDENTS AND PARENTS/GUARDIANS: For a student to be accepted and enrolled into a CCP program, the STUDENT/PARENT/GUARDIAN shall:

1. Discuss potential CCP courses with the appropriate LEA and/or IHE staff, including university admission and registration requirements, course requirements, prerequisites, scheduling under CCP, and implications for failure to successfully complete courses.
2. Meet the prerequisites and requirements of the course(s) to be taken.
3. Review the Undergraduate Course Catalog for a full listing of course offerings by the IHE. Generally, the IHE will be offering Kent CORE courses to CCP students.
4. Complete the CCP application process with the required signatures, and if applicable, provide a current high school transcript and any college entrance exam and/or assessment results.
5. Register for courses during the university's registration period for CCP courses which occurs after priority registration for its other students.
6. Meet with an advisor at least once each academic term prior to the institution's effective no-fault course withdrawal date.
7. Discuss any request for change in registration such as add, drop, or withdraw with the LEA and IHE within the appropriate timeframes.
8. Comply with IHE and LEA student code of conduct and other institutional policies.
9. Have the right to appeal, in writing, to the LEA or IHE, as applicable, any decision regarding initial enrollment and continued participation in the CCP program.
10. Return textbooks and materials provided by the LEA to the LEA and supplies provided by the IHE to the IHE when the student completes or withdraws from the course.
11. Arrange transportation to the site of the CCP course(s).
12. Comply with FERPA regulations. Student educational records created as a result of this Agreement shall be retained and disseminated in accordance with FERPA requirements. Parents/guardians will not be granted permission to view any education records of the student without a valid FERPA waiver on file with the IHE.
13. Comply with the requirements of both the LEA and IHE official calendars.

C. Financial Structure:

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of the textbooks will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC3365.06 (A).
3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:
 - **If an approved high school teacher or IHE faculty member is teaching the course at the LEA location, the rate will be the State of Ohio Default Floor amount x number of credit hours/course x number of students.**
 - **If a course is being taught via distance learning, the rate be \$120/semester credit hour x number of semester credit hours/course x number of students.**
 - **If a university faculty member is teaching the course at the IHE, the rate will be \$120/semester credit hour x number of semester credit hours/course x number of students.**

PART 3 – TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2018 to June 30, 2019. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2019.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

PART 4 – APPROVALS

IHE (Kent State University):



Executive Vice President and Provost

16 January 2018
Date

Senior Vice President for Business and Finance

Date

LEA _____ (School District):

District Charter Representative/Superintendent

Date

Treasurer

Date

APPENDIX A

Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following pages are representative of suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll. Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

KENT STATE

College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 16 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: <http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all> as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits: 15

APPENDIX B

Listing of Kent State University Campus Contacts

Ashtabula Campus

Susan J. Stocker, Ph.D.
Dean and Chief Administrative Officer (CAO)
3300 Lake Rd W
Ashtabula, OH 44004-2316
(440) 964-4211
sjstocke@kent.edu

East Liverpool Campus

Salem Campus

Columbiana County Campuses

David M. Dees, Ph.D.
Dean and Chief Administrative Officer (CAO)
2491 State Route 45 S
Salem, OH 44460-9412
East Liverpool Campus (330) 382-7411
Salem Campus (330) 337-4205
ddees@kent.edu

Geauga Campus

Twinsburg Regional Academic Center

Angela S. Spalsbury, Ph.D.
Dean and Chief Administrative Officer (CAO)
14111 Claridon-Troy Road
Burton, OH 44021
(330) 907-3362
aspalsbu@kent.edu

Kent Campus

Johanna E. Pionke, M.Ed
Director, Alternative Credit & Articulation Agreements
Center for Undergraduate Excellence (CUE), Ste 169
975 University Esplanade
Kent, OH 44243
(330) 672-3754
jpionke@kent.edu

Stark Campus

Denise A. Seachrist, Ph.D.
Dean and Chief Administrative Officer (CAO)
6000 Frank Ave NW
North Canton, OH 44720-7599
(330) 244-3211
dseachri@kent.edu

Trumbull Campus
Lance R. Grahn, Ph.D.
Dean and Chief Administrative Officer (CAO)
4314 Mahoning Ave., N.W.
Warren, OH 44483-1998
(330) 847-0571
lgrahn@kent.edu

Tuscarawas Campus
Bradley A. Bielski, Ph.D.
Dean and Chief Administrative Officer (CAO)
330 University Dr., NE
New Philadelphia, OH 44663
(330) 339-3391
bbielski@kent.edu