CLEARVIEW BOARD OF EDUCATION
REGULAR MEETING
MARCH 12, 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 - 42
That the Board approve the March 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 - 43
That the minutes of the regular meeting held on February 12, 2018 at 6:30 p.m., and the minutes from the special meeting/work session held on February 26, 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 - 44
That the Board accept the February financial statements, along with the check register.

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

B. RESOLUTION 2018 – 45
That the Board amend the Estimated Resources and Appropriations for fiscal year 2018. **EXHIBIT**

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

C. RESOLUTION 2018 – 46
That the Board approve the "Then and Now" Certificates over $3,000.00.

P.O. Number	Vendor	Amount
50757	Lorain County General Health	$36,500.00

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

D. RESOLUTION 2018 – 47
That the Board approve the Subscription Agreement between STOPit (Sorsa Insured) and Clearview Local Schools. **EXHIBIT**

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

E. RESOLUTION 2018 – 48
That the Board approve the Bonefish Systems, LLC service contract with the Clearview Local Schools for fraud protection on District payroll functions at a cost of $1,182.00 per year. The District currently has fraud protection with Bonefish Systems, LLC over its accounts payable functions. **EXHIBIT**

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

F. RESOLUTION 2018 – 49
That the Board approve the a New Collateral Agreement for JPMorgan Chase Resulting from participation in the Ohio Pooled Collateral Program under ORC 135.182. **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. RESOLUTION 2018 - 50

That the Board approve the following Certificated and Classified personnel actions for the 2017-2018 school year, in accordance with Board policy and/or the negotiated agreements, as recommended by the Superintendent.

CERTIFIED

Substitute Teacher
The following teacher to be added to the substitute list to work on a casual day to day, as needed basis: **TURNER JONES,** at a rate of $100.00 a day

Supplemental
JASON CHRISTENSEN, MS Head Track Coach
ROB COLLIER, MS Assistant Track Coach
MILES JONES, Baseball HS Assistant Coach
SCOTT SLOBODA, Track, HS Head Coach
TOM MCCARDLE, Track, HS Assistant Coach
JASON STEADMAN, Track, HS Assistant Coach

CLASSIFIED

Employ
GEORGE VARGICS, on a Temporary Basis, as a Vincent Elementary School cleaner, 5 hrs. per day, Step "0", on a pro-rated 187 day calendar, effective, February 28, 2018

Substitute Worker on an as needed basis
JAMIE JAHNSZ, JENNIFER KNAPP, JOEL ORONA

Supplemental
MARK AMBROSIO, SB HS Girls Assistant Coach (Volunteer)
DALE KUTTING, Baseball HS Assistant Coach
DENNIS PIHLBLAD, Baseball HS Head Coach
HENRY TULK, Weightlifing, Spring
MARK WALDEN, Track HS Assistant Coach

_Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

XI. NEW BUSINESS (Continued)

B. RESOLUTION 2018 - 51
That the Board approve the following resolutions as recommended by the Superintendent and/or Treasurer, as follows:

1. Approve the CBI Trip to New York City scheduled for April 2-4, 2018.

2. That the Board accept the following donations from:

   a) Accept the following donations toward the Clearview High's Junior Class Calendar fundraiser to raise monies for the junior/senior prom May 11, 2018:

   VFW Post 8686 - $200.00, Off Broadway Florist – Gift Basket, Family Video – Gift Basket, Family Video – Gift Basket, Lake Erie Crushers – Four tickets, Elks Lodge $150.00 – Car Wash Bucket and Supplies, Alessio's Hair Design – Two OSU Stadium Seat Cushions, Italian American Veterans – $50.00, WQBL - $50.00 Gift Certificate to Sawmill Creek, Studio Photography/Mike Ciu – $50.00 Gift Certificate, Just Crafting Around/Amber Gantz – Massage Gift Certificate, House to Home Real Estate Professionals LLC - Home Depot Gift Card, Dee Dee Montanez – Thirty One Gift Bag Set , ThomCat Photography/Ed Thompson – $50.00, McCardle Family – Hand Carved Kitchen Ware, Southard Family – Cake Decorating Basket, Alston Family – Car Care Package and Dremel

   b) Judy Payne, co-founder and Executive Director of Cleveland Kids' Book Bank. Donation consists of gently new and used books for our students in grades 5-12.

   c) Rosa Perkins, Alumni of Clearview Local Schools, $16.00 toward the Clearview High School Art Department.

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

XII. SUPERINTENDENT'S REPORT
- **Mark Smarsh - Maintenance**

XIII. COMMENTS AND QUESTIONS FROM THE BOARD

XIV. CLEARVIEW EDUCATION ASSOCIATION

XV. HEARING OF THE PUBLIC ON NON AGENDA ITEMS

XVI. ADJOURNMENT

A. RESOLUTION 2018 - 52
That the regular meeting of March 12, 2018 be adjourned.

Moved_____ Seconded_____

Baker _____Kokinda _____Koziura _____ Mielcarek_____ Adkins_____

Passed_____ Defeated_____

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

		Permanent Appropriation 2/12/2018	Appropriation Amendment 3/12/2018	Variance
General Fund Type				
General	001	13,913,893.78	14,011,544.82	97,651.04
Emergency	016	1,204,281.28	1,204,281.28	-
Public School Support	018	44,210.00	49,229.38	5,019.38
Total General Fund		15,162,385.06	15,265,055.48	102,670.42
Debt Service Fund Type				
Bond Retirement	002	480,018.77	480,018.77	-
Total Debt Service		480,018.77	480,018.77	-
Capital Improvements Fund Type				
Permanent Improvement	003	41,401.46	41,401.46	-
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
Total Capital Improvements		41,401.46	41,401.46	-
Special Revenue Fund Type				
Special Grants	007	8,310.00	8,310.00	-
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	158,603.89	163,209.36	4,605.47
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	421,926.80	421,926.80	-
Title V Innovative Programs	573	-	-	-
Drug Free	584	-	-	-
Preschool Handicapped	587	-	-	-
Title IIA Supporting Effective Instr.	590	66,978.81	66,978.81	-

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

		Permanent Appropriation 2/12/2018	Appropriation Amendment 3/12/2018	Variance
Misc. Federal Grants	599	10,000.00	10,000.00	-
Total Special Revenue		1,111,779.92	1,116,385.39	4,605.47
Total Government		16,795,585.21	16,902,861.10	107,275.89
Proprietary/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	-
Total Proprietary/Enterprise		1,142,670.20	1,142,670.20	-
Internal Service Fund Type				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
Total Internal Service		-	-	-
Agency Fund Type				
Unclaimed Monies	022	80,675.07	84,083.00	3,407.93
Student Managed Activities	200	156,251.77	167,032.85	10,781.08
Total Agency		236,926.84	251,115.85	14,189.01
Total		18,175,182.25	18,296,647.15	121,464.90

STATEMENT OF FUND ACTIVITY
Estimated Resources Amendment #8
Clearview Local Schools

		Estimated Resources #9 + Carry Over	Appropriation Amendment 3/12/2018	Appropriation Below Est. Resources
General Fund Type				
General	001	23,983,226.56	14,011,544.82	(9,971,681.74)
Emergency	016	1,364,775.39	1,204,281.28	(160,494.11)
Public School Support	018	81,486.69	49,229.38	(32,257.31)
		25,429,488.64	15,265,055.48	(10,164,433.16)
Debt Service Fund Type				
Bond Retirement	002	801,746.85	480,018.77	(321,728.08)
		801,746.85	480,018.77	(321,728.08)
Capital Improvements Fund Type				
Permanent Improvement	003	133,053.58	41,401.46	(91,652.12)
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
		133,053.58	41,401.46	(91,652.12)
Special Revenue Fund Type				
Special Grants	007	16,353.89	8,310.00	(8,043.89)
Other Local Grants	019	37,836.08	23,224.00	(14,612.08)
Venture Capital	032	-	-	-
Classroom Facilities Maintenance	034	304,555.30	75,900.00	(228,655.30)
Dist. Managed Activities	300	189,435.96	163,209.36	(26,226.60)
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	3,165.04	-	(3,165.04)
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	-

STATEMENT OF FUND ACTIVITY
Estimated Resources Amendment #8
Clearview Local Schools

		Estimated Resources #9 + Carry Over	Appropriation Amendment 3/12/2018	Appropriation Below Est. Resources
Misc. Federal Grants	599	11,502.42	10,000.00	(1,502.42)
		1,398,590.82	1,116,385.39	(282,205.43)
Total Government		27,762,879.89	16,902,861.10	(10,860,018.79)
Proprietary/Enterprise Fund Type				
Food Service	006	1,737,487.12	1,123,581.44	(613,905.68)
Uniform School Supplies	009	237.30	-	(237.30)
Latchkey	020	92,051.89	19,088.76	(72,963.13)
		1,829,776.31	1,142,670.20	(687,106.11)
Internal Service Fund Type				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
		-	-	-
Agency Fund Type				
Unclaimed Monies	022	89,504.51	84,083.00	(5,421.51)
Student Managed Activities	200	199,902.94	167,032.85	(32,870.09)
		289,407.45	251,115.85	(38,291.60)
Total		29,882,063.65	18,296,647.15	(11,585,416.50)

STOPIT SUBSCRIBER AGREEMENT – SORSA INSURED

This Subscriber Agreement (this "Agreement") is made effective as of _____, ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 101 Crawfords Corner Road, Suite 3-101R, Holmdel, New Jersey 07733 ("STOPit"), and [_____], a [_____], having its principal place of business at [_____] ("Subscriber").

1. **Subscription Service**. Pursuant to the terms of this Agreement, which govern STOPit's provision and Subscriber's use of the STOPit services ("Service"): (i) STOPit shall provide online access to, and allow Subscriber and an unlimited number of Subscriber's employees and contractors to use, DOCUMENTIT; and (ii) Subscriber will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in the Order Form (defined in Section 3 below), to access, download and use the STOPit application tool ("Application"). DOCUMENTIT and the Application are referred to as the "STOPit Platform."

2. **Restrictions and Limitations**. Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. Subscriber agrees that: (i) the provision, operation and quality of certain services available via the Application ("Application Features") will be the sole and exclusive responsibility of Subscriber; (ii) STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by Subscriber via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (iv) STOPit will not review any of the reports generated by the Application or monitor Subscriber's use of DOCUMENTIT; (v) it is the sole responsibility of Subscriber to verify the accuracy and reliability of such reports, and Subscriber shall take timely, commercially reasonable and appropriate actions in response to the reports; (vi) STOPit shall have no responsibility regarding Subscriber's use or non-use of any communications posted, submitted or transmitted through Users' use of the Application. (vii) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.

3. **Fees and Payment**. STOPit and Subscriber acknowledge and agree that the fees payable in consideration for Subscriber's rights under this Agreement shall be borne and paid for by SORSA, to which Subscriber belongs, pursuant to a separate Subscriber Agreement between SORSA and STOPit, under which SORSA shall have submitted an order form for the services provided by STOPit to Subscriber under this Agreement, including the number of Users ("Order Form").

4. **Compliance with Laws, Privacy, Data and Confidentiality**. Each party agrees that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent allowed by law provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information ("Confidential Information") disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms.

5. **Notice and Audit**. STOPit shall report, in writing, to Subscriber any suspected or actual use or disclosure of Confidential Information not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed Confidential Information. STOPit agrees to cooperate with Subscriber in its compliance with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or any other event requiring notification by Subscriber. Upon the provision of reasonable notice by Subscriber, (i) not more than once per year during the term of the Agreement; (ii) following an information security incident; (iii) following any discovery or reasonable suspicion by Subscriber that STOPit is not in compliance with this Agreement; (iv) following a privacy or information security vulnerability experienced by STOPit; or (v) as requested, demanded or required by any regulator or government body or by any privacy or data security laws, Subscriber or its designee, at their sole cost and expense, or a regulator may undertake a security assessment, network scan, forensic investigation and/or audit of the systems and information security measures of STOPit.

6. **Use of Names**. STOPit shall not use the name, trademarks, or logos of Subscriber for any marketing, case study, or other purpose, without the prior written consent of Subscriber.

7. **Term and Termination**. This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form, or, if no period is set forth in the Order Form, for a period of one (1) year. Except as otherwise specifically provided in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term"), at the rates agreed upon in the Order Form or otherwise between SORSA and STOPit, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. However, Subscriber acknowledges and agrees that the fees payable in consideration for Subscriber's rights under this Agreement are deemed earned upon payment and will not be refundable upon such termination.

8. **Warranty Disclaimer**. STOPit represents and warrants that: (i) it is in compliance with its Privacy Policy; (ii) to STOPit's knowledge, the STOPit Platform does not infringe on any patent, copyright, trademark, service mark or other intellectual property right of any individual or third party, and that STOPit has obtained all permissions or licenses necessary for STOPit to perform its obligations under this Agreement; (iii) to STOPit's knowledge, the STOPit Platform and any other STOPit software is free of any viruses or other disabling code; and (iv) STOPit has no knowledge of any litigation alleging third-party intellectual property infringement affecting the STOPit Platform. STOPIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPIT DOES NOT WARRANT THAT USE OF THE STOPIT PLATFORM WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS. STOPIT PROVIDES A TOOL TO ASSIST USERS IN CONTACTING SUBSCRIBER, BUT IT IS SOLELY SUBSCRIBER'S RESPONSIBILITY TO RESPOND TO ANY INAPPROPRIATE CONDUCT.

9. **Indemnification**. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from (i) any breach of the Indemnifying Party's obligations under this Agreement; or (ii) any actual or alleged negligent act, error, omission of the Indemnifying Party.

10. **General Provisions**. Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to the exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INSPIRIT GROUP, LLC **d/b/a STOPit**	**[SUBSCRIBER]**
By: _____	By: _____
Name:	Name:
Title:	Title:

ePAS Service Agreement
Ohio Schools Council/OASBO

BONEFISH systems

Smart Solutions. Maximum Results
Phone 614.427. 3827
P.O. Box 134
Avon, Ohio 44011

Instructions: SIGN and email to
AngelaMitchell@BonefishSystems.com

Purchase Orders made out to:
Ohio Schools Council
6393 Oak Tree Blvd., STE 377
Independence, OH 44131

Customer CONTACT INFORMATION:

Name/Title	Mary Ann Nowak- Treasurer
District	Clearview City School District
County	
IRN #	
Address	
Phone	440-233-5412
Start Date	

Choose Product, Term and Price in the applicable Group Pricing Table below:

Complete selections for EXISTING Customers Only *Existing Customer Group Pricing Table*		
Current Contract Effective Period End Date = 6/30/19	Select **New** Product	**Existing** Product Term Years
Yes, add this product to my Service Agreement!	ePAS	3 Yr $1,182.00

JULY 1, 2017 – JUNE 30, 2018 GROUP PRICING TABLE (TIER = 100-199) REPRESENTED ABOVE

Scope of agreement: Bonefish Systems, LLC. will provide the Customer with an annual subscription for usage of the Electronic Vendor Audit System (eVAS) with USAS interface and/or Electronic Payroll Audit System (ePAS) with USPS interface for the Product and its Term. Communications with the eVAS/ePAS service will be encrypted using the HTTPS protocol. Full Service maintenance and up to four (4) hours of onsite training will be included. New customers that sign after August 1st will receive an initial invoice with the annual Price. All subsequent invoicing will be generated in July to align participant Districts with fiscal year billing. The first July invoice will include a prorated credit (if applicable) based on the District's Contract Effective Date and receipt of initial payment in other words, based on the number of unused subscription months in the present fiscal year. Group Pricing is established with participating volume counts identified on June 30th of the current year. Non-USAS or non-USPS customers may be subject to a one-time set up fee if the elected term is one year. Systems currently supported USAS, Munis, K12, Harris, and USPS.

Full Service Maintenance will cover all system outages labor and/or hardware needed for the timely restoration of the eVAS/ePAS system and provides email reply assurance within twenty-four (24) hours of receipt. All support inquiries should be submitted to Help@bonefishsystems.com. System hot fixes, may periodically be required to correct issues encountered, they are coding changes that may need to be applied with little or no notification to eVAS/ePAS customers and are strictly limited to those required to maintain the security, usability, and reliability of the system. In addition to unscheduled hot fixes, any regularly schedule maintenance and enhancement releases of importance will be communicated via email and published at www.eVendorAudit.com. Bonefish Systems, LLC., will implement system releases that include Bonefish approved and defined system enhancements to benefit customers and further improve the system capabilities at no additional charge.

Print Name/Title | Signature | Date

Thomas R. Mitchell II – CEO Bonefish Systems, LLC.
P.O. Box 134 Avon, Ohio 44011

Signature | 3/9/2018 Date

Thank you for your business!

Terms and Conditions

TERM OF AGREEMENT - This Agreement shall commence on the first day of the Effective Period and shall remain in effect through the end of the Effective Period.

PROVISION for Information Technology Center (ITC) contract – Should the Customer's ITC (AKA "A Site") contract with Bonefish Systems, LLC for the right to offer the Electronic Vendor Audit System to member districts, this provision will allow the Customer the right to choose the service through the ITC rather than directly from Bonefish Systems, LLC. The Customer will be afforded the opportunity to terminate this Service Agreement before the end of the Effective Period if a new contract for the Electronic Vendor Audit System is in place with their ITC.

ADDITIONAL SERVICE AVAILABLE TO CUSTOMER - Upon Customer's or User s request, Bonefish Systems, LLC may be engaged to perform additional risk analysis or to provide consultation on best practices in managing accounts payable risk. Arrangements for such services will be managed under a separate contract and will be billed separately from this Service Agreement.

DISCLAIMER – Bonefish Systems, LLC. OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED Bonefish Systems, LLC. WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE PERFORMED HEREUNDER. IT REMAINS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM THE NECESSARY DUE DILLIGENCE AND TO IMPLEMENT THE NECESSARY CONTROLS TO ENSURE SOUND FISCAL RESPONSIBILITY. WHILE THE ELECTRONIC VENDOR AUDIT SYSTEM CAN BE A USEFUL TOOL IN THE MITIGATION OF ACCOUNTS PAYABLE RISK, IT IS BUT ONE PIECE OF A COMPLETE SET OF CONTROLS A CUSTOMER MUST IMPLEMENT AND DOES NOT ENSURE THAT FRAUD OR ERRORS WILL NOT OCCUR.

CONTINGENCIES – Bonefish Systems, LLC. shall not be responsible for failure to perform due to unforeseen circumstances or causes beyond reasonable control. Examples of such causes are natural disaster, war, riot, fire, flood, accident, strike, shortage of transportation, power, labor or material, or any other act or condition beyond the reasonable control of Bonefish Systems, LLC..

CUSTOMER RESPONSIBILITIES -It is the responsibility of the Customer to ensure that all of its files, passwords, and eVAS output are adequately secured. Bonefish Systems, LLC. will not be responsible for Customer failure to do so nor for the cost of reconstructing information lost as a result.

CHARGES - Payment for services contracted under this Service Agreement will be made within thirty (30) days after the invoice date. Late fees of 5% per month will be applied to all late payments.

GENERAL – Bonefish Systems, LLC. reserves the right to adjust the rate of charges at end of the Effective Period with a thirty (30) day written notification.

PLEDGE AND SECURITY AGREEMENT (OHIO PUBLIC FUNDS)

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of December 12, 2017, by and between Clearview Board of Education (the "Customer"), and JPMorgan Chase Bank, N.A. (the "Bank").

RECITALS

A. The Customer has designated the Bank as a public depository for certain of its funds and from time to time the Customer may make deposits of public funds with the Bank, and the Bank has agreed to act as the public depository of those public deposits.

B. Although such public deposits are generally eligible for Federal Deposit Insurance Corporation ("FDIC") insurance coverage, such coverage is limited to a maximum deposit insurance amount as described in applicable law.

C. Ohio Revised Code ("ORC") 135.182 places on the Treasurer of the State of Ohio ("TOS") the duty of overseeing the Ohio Pooled Collateral Program ("OPCP") whereby a public depository pledges to the TOS a single pool of eligible securities for the benefit of all public depositors at the public depository to secure payment of all uninsured public deposits at such public depository.

D. The Bank has been approved by the TOS to join the OPCP pursuant to ORC 135.182.

E. In consideration of and to secure the uninsured public deposits made by the Customer with the Bank, the Customer and the Bank desire to enter into this Agreement which grants the TOS, for the benefit of the Customer and all of the Bank's public depositors in the OPCP, a security interest in certain Collateral (hereinafter defined) in accordance with ORC 135.182 and the related OPCP rules (the "OPCP Rules").

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the parties agree as follows:

1. PUBLIC FUNDS.

   The public deposits subject to this Agreement, hereinafter referred to as "Public Funds," are the uninsured public deposits of the Customer held in depository accounts at the Bank, inclusive of accrued interest.

2. GRANT OF SECURITY INTEREST.

   To secure the Public Funds, the Bank has entered into a Security Agreement with the TOS (the "Security Agreement") whereby the Bank granted to, assigned and pledged to the TOS for the benefit of the Customer and all of the Bank's public depositors in the OPCP, a security interest in certain collateral of the type permitted under applicable law hereinafter referred to as the "Collateral," inclusive of instruments in substitution for or in addition to any or all of the then existing Collateral.

3. LOCATION OF COLLATERAL.

   The Bank agrees to deliver and place the Collateral with a trustee as defined in ORC 135.182, hereinafter referred to as the "Custodian" for the benefit of the TOS on behalf of the Customer and all of the Bank's public depositors in the OPCP. If a letter of credit constitutes part of the Collateral, it shall be issued in accordance with ORC 135.182 and the OPCP Rules.

4. BANK REPRESENTATIONS AND WARRANTIES. The Bank further represents and warrants, as follows:

    a. The Bank is a national banking association organized under the laws of the United States and has full power and authority to enter into this Agreement.

    b. The Collateral is free and clear of all liens and claims, pledged pursuant to this Agreement, and, except to the extent that the Collateral is comprised of letters of credit, the Bank is the legal owner of the Collateral.

    c. The total aggregate market value of the Collateral pledged to the TOS on behalf of the Customer, pursuant to this Agreement, shall be in an amount determined by the TOS in accordance with the OPCP Rules under ORC 135.182(B)(1)(b) (the "Collateral Ratio"). The TOS will determine the sufficiency of the Bank's pledged Collateral and the Bank will pledge and deliver Collateral as needed to maintain the Collateral Ratio in accordance with the OPCP Rules.

    d. This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. EVENTS OF BANK DEFAULT.

    The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions.

    a. The Bank shall refuse to pay to the Customer the Public Funds as described under ORC 135.182(b)(I).

    b. The Bank has been closed, seized or declared insolvent by a federal regulator having jurisdiction over the Bank.

    c. The Bank has had a receiver, conservator or other such official appointed to conduct the affairs of the Bank.

6. RIGHT OF CUSTOMER UPON BANK'S DEFAULT.

    In the event of a Bank default, the Public Funds shall become due and payable in accordance with the Security Agreement.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES.

    The Customer further represents and warrants, which representations and warranties shall be deemed to be continuing, as follows:

    a. The Customer has full power and authority to enter into this Agreement. This Agreement has been legally and validly entered into, does not and will not violate any law or regulation applicable to it, and is enforceable against the Customer in accordance with its terms.

    b. The Bank has been designated a depository for the Customer's funds in the manner required by applicable law. The Customer will comply with the applicable OPCP Rules and OPCP policies as required by the TOS.

    c. If Customer is a subdivision or department of another Public Unit as defined under applicable FDIC regulations, Customer further represents it has a custodian that: (i) has plenary authority, including control, over funds owned by the Customer, including the authority to establish accounts for such funds in insured depository institutions and the authority to make deposits, withdrawals, and disbursements of such funds; (ii) is a subdivision or department as expressly authorized by applicable law; (iii) has been delegated some functions of

government by such law; and (iv) is empowered to exercise exclusive control over the funds deposited into its accounts for its exclusive use.

d. All acts, conditions, and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of the Agreement exist or have happened or have been performed.

8. LAW GOVERNING.

This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of Ohio, without regard to its conflicts of laws principles. The Customer and Bank consent to jurisdiction of a state or federal court located in such state in connection with a dispute arising hereunder.

9. TERMINATION OF THE AGREEMENT.

This Agreement shall continue in full force and effect for as long as the Bank holds the Customer's Public Funds that are required to be collateralized under applicable law.

10. MISCELLANEOUS.

a. It is the express purpose of this Agreement to comply with the provisions of applicable law, including ORC 135.182 and 12 USC 1823(e). The Public Funds are subject to the applicable account agreements in effect from time to time.

b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement represents the entire agreement between the parties relating to the subject hereof and supersedes and renders null and void all prior agreements between the parties covering the subject matter hereof.

c. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER:

Clearview Board of Education

By: _____

Name: _____

Title: _____

BANK:

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: _____