

**CLEARVIEW BOARD OF EDUCATION  
REGULAR MEETING  
MAY 14, 2018  
6:30 P.M.**

**AGENDA**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

**IV. APPROVAL OF AGENDA**

**A. RESOLUTION 2018 - 72**

That the Board approve the May 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 – 73**

That the minutes of the regular meeting held on April 9, 2018 at 6:30 p.m. and the special meeting/work session held on April 23, 2018 at 6:30 p.m. be approved as submitted.

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

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

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

**VII. TREASURER AND BUSINESS REPORTS**

**A. RESOLUTION 2018 – 74**

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

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

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

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

**B. RESOLUTION 2018 – 75**

That the Board approve the May submission of the Five-Year Forecast, along with assumptions. **EXHIBIT**

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

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

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

**C. RESOLUTION 2018 – 76**

That the Board approve amending the Appropriations and/or the Certificate of Estimated Resources for FY 2018. **EXHIBIT**

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

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

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

**D. RESOLUTION 2018 – 77**

That the Board authorize the Treasurer to adjust appropriations and revenue projections and make transfers and/or advances as necessary to balance accounts prior to the fiscal year end.

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

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

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

**E. RESOLUTION 2018 – 78**

That the Board approve the “Then and Now” Certificates over \$3,000.00.

<u>P.O. Number</u>	<u>Vendor</u>	<u>Amount</u>
51056	Mohican School in the Out of Doors	\$3,524.50
51085	Domino’s Pizza	\$5,008.47
51086	Domino’s Pizza	\$5,500.00
51102	Mercy Occupational Health	\$3,663.00

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

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

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

**F. RESOLUTION 2018 - 79**

That the Board approve the Student Activities as listed:

<u>Acct. No.</u>	
200-9315	Choral
200-9317	National Honor Society
200-9379	Senior Class
200-9380	Junior Class
200-9381	Class of 2021
200-9382	Class of 2022
300-9354	Girls’ Basketball
300-9349	Football
300-9346	Boys Basketball
300-9347	Softball
300-9353	Wrestling

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

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

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

**G. RESOLUTION 2018 – 80**

That the Board approve the Group Retrospective Rating agreement with Sheakley as the Third Party Administrator (TPA) for the calendar year beginning January 1, 2019 through December 31, 2019 for Worker’s Compensation. **EXHIBIT**

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

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

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

**H. RESOLUTION 2018 – 81**

That the Board approve the agreement with 1-888-OhioComp as the Managed Care Organization (MCO) for the fiscal years beginning July 1, 2019 through June 30, 2020 Worker’s Compensation. **EXHIBIT**

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

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

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

**I. RESOLUTION 2018 – 82**

That the Board express opposition to the H.B. 512 Proposed Legislation. **EXHIBIT**

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

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

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

**J. RESOLUTION 2018 – 83**

That the Board accept the State and Federal Grant Consolidated Application and the Competitive Application for the 2018-2019 fiscal year.

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

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

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

**K. RESOLUTION 2018 – 84**

That the Board approve the transfer of the balance at June 30, 2017 from the 2017-2018 Special Cost Centers for the Career Based Instruction Program and from the Family and Consumer Science Program to the Respective 2018-2019 Special Cost Centers.

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

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

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

**L. RESOLUTION 2018 - 85**

That the Board approve the Service Agreement (EMIS Coordination) with META Solutions and Clearview Local School District, effective July 1, 2018 through June 30, 2019. **EXHIBIT**

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

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

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

**M. RESOLUTION 2018 - 86**

That the Board approve the NAVIANT Service Agreement (OnBase) with Clearview Local School District, effective August 1, 2018 through July 31, 2019. **EXHIBIT**

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

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

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

**N. RESOLUTION 2018 - 87**

That the Board approve the Non-Union Benefits Package, effective July 1, 2018. **EXHIBIT**

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

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

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

**VIII. COMMUNICATIONS**

**A. RESOLUTION 2018 - 88**

That the Board recognize **NICHOLAS GUERRIERI**, as “Educator of the Year”, selected by the Clearview Schools’ Administrators. Mr. Guerrieri, Teacher at Vincent Elementary, will be presented with a check for \$500.00.

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

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

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

**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 – 89**

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

**CERTIFIED**Summer School Teachers

**HOLLY MILLER, HOPE EVANS, and JOSEPH STRADER** to be paid \$25.00 an hour, from June 5, 2018 through June 25, 2018

Stipend

**DIANNA DANE**, not to exceed \$350.00 as the Wellness Coordinator

**CLASSIFIED**Substitute Worker on an as needed basis

**DANIELLE, CAWTHON, TONYA KUDRIN, GILBERTO LLORENS**

**RON NEWMAN**, bus mechanic, at a rate of \$18.66 an hr.

Supplemental

**LORI JAMEYSON**, SB HS Girls Assistant Coach (Volunteer)

Seasonal Maintenance Worker

**RON NEWMAN** from 4/19/18 – 10/26/18, as needed, on a day to day basis, not to exceed 29 hours per week, at rate of \$9.00 an hr.

**XI. NEW BUSINESS (Continued)**

Approve the Non-Renewal of "As Needed" Personnel as listed, effective at the conclusion of the 2017-2018 school year, as follows:

**TONYA KUDRIN** -- Special Education Teacher's Aide

**NICKI REED** -- Fruit and Veggie Grant

Stipend

**RICO MUNIZ**, for videography work for the girls' basketballs season, which totals \$200.00, to be paid through the girls' basketball account

Stipend

**BEN WOHLBER**, for softball work and game stat programming, which totals \$200.00, to be paid through the softball account

Stipend

**MARK KRASIENKO**, for the setup of the sound equipment for Clearview's Got Talent which totals \$100.00

Resignation

**ROSEMARY DIMACCHIA**, Grants Coordinator, effective 4/12/18

Retirement

**RANDY GANTZ**, Cook's Helper, effective 5/1/18

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

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

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

**A. RESOLUTION 2018 – 89A**

That the Board approve the following personnel actions for the 2017-2018 school year, striking the name of Tonya Kudrin, as stated, in accordance with board policy and/or the negotiated agreements to which the actions apply, as recommended by the Superintendent.

**CERTIFIED**Summer School Teachers

**HOLLY MILLER, HOPE EVANS, and JOSEPH STRADER** to be paid \$25.00 an hour, from June 5, 2018 through June 25, 2018

Stipend

**DIANNA DANE**, not to exceed \$350.00 as the Wellness Coordinator

**XI. NEW BUSINESS (Continued)**

**CLASSIFIED**

Substitute Worker on an as needed basis

**DANIELLE, CAWTHON, GILBERTO LLORENS**

**RON NEWMAN**, bus mechanic, at a rate of \$18.66 an hr.

Supplemental

**LORI JAMEYSON**, SB HS Girls Assistant Coach (Volunteer)

Seasonal Maintenance Worker

**RON NEWMAN** from 4/19/18 – 10/26/18, as needed, on a day to day basis, not to exceed 29 hours per week, at rate of \$9.00 an hr.

Approve the Non-Renewal of “As Needed” Personnel as listed, effective at the conclusion of the 2017-2018 school year, as follows:

**NICKI REED** – Fruit and Veggie Grant

Stipend

**RICO MUNIZ**, for videography work for the girls’ basketballs season, which totals \$200.00, to be paid through the girls’ basketball account

Stipend

**BEN WOHLBER**, for softball work and game stat programming, which totals \$200.00, to be paid through the softball account

Stipend

**MARK KRASIENKO**, for the setup of the sound equipment for Clearview’s Got Talent which totals \$100.00

Resignation

**ROSEMARY DIMACCHIA**, Grants Coordinator, effective 4/12/18

Retirement

**RANDY GANTZ**, Cook’s Helper, effective 5/1/18

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

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

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



**XI. NEW BUSINESS (Continued)****B. RESOLUTION 2018 – 90**

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

**CERTIFIED**

One-Year Limited Contracts for: Retired-Rehired Employees and Tutors for the 2018-2019 school year.

**BARRY BUCK**, Durling Middle School Counselor

**TAMMY SAN FELIPPO**, Clearview Local Schools ESL Tutor, 7.5 hrs. per day

**JOHN SZALAY**, Durling Middle School Science Teacher

**Substitute Teachers**

Approve the listed Substitute Teachers at the rate established by the Clearview Board of Education, as needed, on a casual day to day basis, pursuant to ORC 4141.29 (I) in accordance with board policy, as recommended by the Superintendent.

Laurie Beran  
Turner Jones  
Ashley Lauer  
Heidi Reinhart  
Hannah Weber

**CLASSIFIED****Substitute Classified Workers**

That the Board approve to re-hire the listed, as needed, Substitute Classified workers for the 2018-2019 school year, as submitted.

Ciprian Ortiz	Larry Davis
Elizabeth Reitz	Wilson Melendez
Thomas Spicer	Christy Rhoades
Lisa Holcomb	Jamie Jahnsz
Charlie Hopkins	Joel Orona
Mike Deaton	Ron Newman
George Vargics	Gilberto Llorens
Annette Sexstella	Nicki Reed

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

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

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

**XI. NEW BUSINESS (Continued)**

**C. RESOLUTION 2018 – 91**

That the Board approve the rate for Substitute Bus Drivers rate at \$15.00 per hour, effective August 1, 2018.

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

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

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

**D. RESOLUTION 2018 – 92**

That the Board approve the agreement between Lorain County Board of Mental Health (LCBMH) and the Clearview Local School District to provide LCBMH funded services that are designed to complement existing resources within the schools and to proactively address the mental health needs of students for the 2018-2019 school year. **EXHIBIT**

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

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

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

**E. RESOLUTION 2018 – 93**

That the Board approve the entrance into the new Lorain County League also known as the LC8 with playing to begin the 2020-2021 school year and the exit of the Patriot Athletic Conference following the 2019-2020 school year.

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

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

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

**F. RESOLUTION 2018 – 94**

That the Board approve the Lorain County Interagency Agreement with the Clearview Local School District to ensure interagency collaboration within Lorain County in the implementation of a comprehensive service delivery system for families with children birth through enrollment into Kindergarten and coordinated transition processes. **EXHIBIT**

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

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

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

**XI. NEW BUSINESS (Continued)****G. RESOLUTION 2018 – 95**

That the Board renew the following contract as recommended by the Superintendent: **WESLEY DAVIES**, Vincent Elementary Principal, of Clearview Local Schools, per administrator salary schedule, (210 day calendar), effective August 1, 2018 through July 31, 2020.

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

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

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

**H. RESOLUTION 2018 – 96**

That the Board renew the following contract as recommended by the Superintendent: **NOELEEN ROTHACKER**, Clearview High School Principal, of Clearview Local Schools, per administrator salary schedule, (220 day calendar), effective August 1, 2018 through July 31, 2021.

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

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

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

**I. RESOLUTION 2018 – 97**

That the Board renew the following contract as recommended by the Superintendent: **MIKE COLLIER**, Athletic Supervisor, of Clearview Local Schools, per administrator salary schedule, (220 day calendar), effective August 1, 2018 through July 31, 2021.

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

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

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

**J. RESOLUTION 2018 – 98**

That the Board renew the following contract as recommended by the Superintendent: **LISA MONTAG**, School Psychologist of Clearview Local Schools, per administrator salary schedule, (210 day calendar), effective August 1, 2018 through July 31, 2021.

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

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

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

**K. RESOLUTION 2018 – 99**

That the following actions be approved upon recommendation of the Superintendent and/or Treasurer:

1. Accept donations/gifts as listed:
  - a) Cleveland Metroparks Zoo toward Clearview High School, \$470.00 which includes transportation and admission, for an educational field trip to the zoo.
2. Approve the Battles Insurance Agency, Inc. to be made available to Clearview students who are interested in purchasing insurance for the 2018-2019 school year.
3. Certify the list of eligible students for May 30, 2018 graduation, subject to successful completion of the required credits and passage of the Ohio Graduation Tests as submitted. **EXHIBIT**
4. Authorize the Superintendent and Treasurer of Clearview Schools to seek, apply, and accept; federal, state, and local grants to include, but not be limited to, as listed for the 2018-2019 school year:
 

Title I	One Net
Title II-A	CCIP
Title II-D	Flow-Thru VI-B
Federal & State School Lunch	
5. Approve the Parent/Student Handbooks for Vincent Elementary, Durling Middle and Clearview High, as recommended by the respective principals, for the 2018-2019 school year.
6. Authorize membership into the Ohio High School Athletic Association whereas, Clearview agrees to abide by the rules and regulations of the Ohio High School Athletic Association for the 2018-2019 school year.
7. That the Board, upon the recommendation of the Superintendent, approve the 2017-2018 "In Lieu of Transportation" contract whereas, the students listed reside in the Clearview Local School District, but attend non-public schools and the parents/guardians will be reimbursed by the Treasurer of Clearview schools for providing transportation to and from school, upon proper verification of school days attended. The dollar amount will be determined by the Ohio Department of Education at a later date: **MACKENZIE MCCANN.**

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

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

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

**XII. SUPERINTENDENT’S REPORT**  
- Lisa Ryan, Special Education

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

**XIV. CLEARVIEW EDUCATION ASSOCIATION**

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

**XVI. EXECUTIVE SESSION**

**A. RESOLUTION 2018 - 100**

Pursuant to Ohio Revised Code Section 121.22 (G)(1), that the Board enter into Executive Session for the purpose of discussing employment of a public employee. Superintendent, Treasurer, and Lisa Ryan to attend. No action to be taken.

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

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

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

That the Board exit the Executive Session.

**XVII. ADJOURNMENT**

**A. RESOLUTION 2018 – 101**

That the regular Board meeting of May 14, 2018 be adjourned.

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

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

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

CLEARVIEW LOCAL SCHOOL DISTRICT  
 Lorain County  
 Schedule of Revenues, Expenditures and Changes in Fund Balances  
 For the Fiscal Years Ended June 30, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022  
 Forecasted Fiscal Years Ending June 30, 2018 Through 2022

	Actual				Average	Forecasted						
	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018		Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022			
<b>Revenues</b>												
1.01 General Property Tax (Real Estate)	\$2,493,225	\$2,603,573	\$2,734,542	\$2,707,126	4.70%	\$2,707,126	\$2,707,126	\$2,707,126	\$2,707,126	\$2,707,126	\$2,707,126	\$2,707,126
1.02 Tangible Personal Property Tax	0	0	0	0	0.00%	0	0	0	0	0	0	0
1.03 Income Tax	0	0	0	0	0.00%	0	0	0	0	0	0	0
1.035 Unrestricted Grants-in-Aid	8,225,333	9,108,965	9,859,354	10,029,445	9.60%	10,029,445	10,029,445	10,029,445	10,029,445	10,029,445	10,029,445	10,029,445
1.04 Restricted Grants-in-Aid	257,057	1,088,823	1,039,889	1,079,374	159.50%	1,079,374	1,079,374	1,079,374	1,079,374	1,079,374	1,079,374	1,079,374
1.045 Restricted Federal Grants-in-Aid SFSF	0	0	0	0	0.00%	0	0	0	0	0	0	0
1.05 Property Tax Allocation	416,375	400,111	411,584	380,351	-0.50%	380,351	380,351	380,351	380,351	380,351	380,351	380,351
1.06 All Other Revenues	3,793,838	3,860,860	4,147,210	4,356,430	4.60%	4,356,430	4,356,430	4,356,430	4,356,430	4,356,430	4,356,430	4,356,430
1.07 Total Revenues	15,185,828	17,062,332	18,192,579	18,552,726	9.50%	18,552,726	18,552,726	18,552,726	18,552,726	18,552,726	18,552,726	18,552,726
<b>Other Financing Sources</b>												
2.04 Operating Transfers-In	190,217	124,111	42,540	0	50.20%	0	0	0	0	0	0	0
2.05 Advances-In	13,296	20,450	22,440	25,000	31.70%	25,000	25,000	25,000	25,000	25,000	25,000	25,000
2.06 All Other Financing Sources	15585	1,196	0	1,200	-92.30%	1,200	1,200	1,200	1,200	1,200	1,200	1,200
2.07 Total Other Financing Sources	219,098	145,757	64,980	26,200	-44.40%	26,200	26,200	26,200	26,200	26,200	26,200	26,200
2.08 Total Revenues and Other Financing Sources	15,404,926	17,208,089	18,257,559	18,578,926	8.90%	18,578,926	18,578,926	18,578,926	18,578,926	18,578,926	18,578,926	18,578,926
<b>Expenditures</b>												
3.01 Personal Services	7,916,369	7,809,650	8,166,015	8,288,241	1.60%	8,288,241	8,288,241	8,288,241	8,288,241	8,288,241	8,288,241	8,288,241
3.02 Employees' Retirement/Insurance Benefits	3,113,131	3,100,960	2,988,262	3,055,289	-2.00%	3,055,289	3,055,289	3,055,289	3,055,289	3,055,289	3,055,289	3,055,289
3.03 Purchased Services	2,782,825	2,742,914	2,787,818	2,903,946	0.10%	2,903,946	2,903,946	2,903,946	2,903,946	2,903,946	2,903,946	2,903,946
3.04 Supplies and Materials	284,579	260,648	289,405	276,324	1.30%	276,324	276,324	276,324	276,324	276,324	276,324	276,324
3.05 Capital Outlay	78,357	53,793	265,200	650,883	180.80%	650,883	650,883	650,883	650,883	650,883	650,883	650,883
3.06 Intergovernmental	0	0	0	0	0.00%	0	0	0	0	0	0	0
<b>Debt Service:</b>												
4.01 Principal-All (Historical Only)	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.02 Principal-Notes	125,000	62,500	0	0	-50.00%	0	0	0	0	0	0	0
4.03 Principal-State Loans	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.04 Principal-State Advancements	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.05 Principal-HB 264 Loans	0	0	0	0	0.00%	0	0	0	0	0	0	0
4.06 Interest and Fiscal Charges	4,258	502	0	0	-88.20%	0	0	0	0	0	0	0
4.30 Other Objects	165,844	173,469	174,247	174,375	2.50%	174,375	174,375	174,375	174,375	174,375	174,375	174,375
4.50 Total Expenditures	14,470,363	14,204,436	14,670,947	15,349,058	0.70%	15,349,058	15,349,058	15,349,058	15,349,058	15,349,058	15,349,058	15,349,058
<b>Other Financing Uses</b>												
5.01 Operating Transfers-Out	190,217	125,111	43,040	45,000	-49.90%	45,000	45,000	45,000	45,000	45,000	45,000	45,000
5.02 Advances-Out	20,450	22,440	15,834	25,000	-9.80%	25,000	25,000	25,000	25,000	25,000	25,000	25,000
5.03 All Other Financing Uses	0	0	1,900	0	0.00%	0	0	0	0	0	0	0
5.04 Total Other Financing Uses	210,667	147,551	60,774	70,000	-44.40%	70,000	70,000	70,000	70,000	70,000	70,000	70,000
5.05 Total Expenditures and Other Financing Uses	14,681,030	14,351,987	14,731,721	15,419,058	0.20%	15,419,058	15,419,058	15,419,058	15,419,058	15,419,058	15,419,058	15,419,058

6.01	Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses	723,896	2,856,102	3,525,838	158.90%	3,159,868	2,384,675	1,906,539	1,412,994	813,689
7.01	Beginning Balance	147,334	871,230	3,727,332	233.80%	7,253,170	10,413,038	12,797,713	14,704,252	16,117,246
7.02	Cash Balance June 30	871,230	3,727,332	7,253,170	-211.20%	10,413,038	12,797,713	14,704,252	16,117,246	16,930,935
8.01	Estimated Encumbrances June 30	63,146	96,145	196,335	78.20%	95,000	95,000	95,000	95,000	95,000
	Reservation of Fund Balance									
9.01	Textbooks and Instructional Materials	0	0	0	0.00%	0	0	0	0	0
9.02	Capital Improvements	0	0	0	0.00%	0	0	0	0	0
9.03	Budget Reserve	0	0	0	0.00%	0	0	0	0	0
9.04	DPIA	0	0	0	0.00%	0	0	0	0	0
9.05	Debt Service	0	0	0	0.00%	0	0	0	0	0
9.06	Property Tax Advances	0	0	0	0.00%	0	0	0	0	0
9.07	Bus Purchases	0	0	0	0.00%	0	0	0	0	0
9.08	Subtotal	0	0	0	0.00%	0	0	0	0	0
10.01	Fund Balance June 30 for Certification of Appropriations	808,084	3,631,187	7,056,835	999.99%	10,318,038	12,702,713	14,609,252	16,022,246	16,835,935
	Revenue from Replacement/Renewal Levies									
11.01	Income Tax - Renewal	0	0	0	0.00%	0	0	0	0	0
11.02	Property Tax - Renewal or Replacement	0	0	0	0.00%	0	0	0	0	0
11.3	Cumulative Balance of Replacement/Renewal Levies	0	0	0	0.00%	0	0	0	0	0
12.01	Fund Balance June 30 for Certification of Contracts, Salary Schedules and Other Obligations	808,084	3,631,187	7,056,835	999.99%	10,318,038	12,702,713	14,609,252	16,022,246	16,835,935
	Revenue from New Levies									
13.01	Income Tax - New	0	0	0	0.00%	0	0	0	0	0
13.02	Property Tax - New	0	0	0	0.00%	0	0	0	0	0
13.03	Cumulative Balance of New Levies	0	0	0	0.00%	0	0	0	0	0
14.01	Revenue from Future State Advancements	0	0	0	0.00%	0	0	0	0	0
15.01	Unreserved Fund Balance June 30	808,084	3,631,187	7,056,835	999.99%	10,318,038	12,702,713	14,609,252	16,022,246	16,835,935

**Clearview Local School District – IRN 048132**  
**FIVE YEAR FORECAST ASSUMPTIONS – May 14, 2018**

**REVENUE ASSUMPTIONS**

**Property Taxes**

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

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

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

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

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

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



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

### **Unrestricted Grant-in-Aid**

Revenues from unrestricted grant-in-aid is expected to increase moderately based on the current State formula and anticipated growth based on historical patterns. In contrast, casino revenue appears to be flat-lined and even depicting a reduction from 2016 going into 2017. In the 2018, the revenue is at the 2017 level.

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

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

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

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

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

Casino revenue is approximately \$50/student. The opening of additional casinos and along with a full year of operations is the reason for the increase from the original \$20/student. Casino revenue will be estimated at approximately \$83,000 for fiscal year 2019 moving forward. We have been assuming a reduction in the casino revenue due to the opening of the Rockcino at Northfield Park, Thistledown, River Downs and the new racino in Warren County. The Ohio Lottery Commission receives a share of the racino revenue which is not commingled with the casino revenue.

### **Restricted Grant-in-Aid**

Revenue from restricted grant-in-aid should be decreased based upon historical inflationary rates or other indicators that may be introduced in any new legislation. Career Tech amounts are depicting a decrease from the level of income reported in FY15 through FY17. The decrease is small amounting to approximately \$1,500, none-the-less, a decrease.

### **Restricted Federal Grant-in-Aid – SFSF**

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

### **Tangible Property Tax Changes in H.B. 66**

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

### **Advances and Transfers**

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

### **All Other Sources**

Revenues from all other sources are based on historical patterns. This year and in the foreseeable future, interest rates will have improved over prior years. The number of students living in the District and attending Clearview Local Schools has decreased. As a result, the District has been accepting more open enrollment students. The April #2 foundation report projects \$3,791,964 open enrollment adjustment. The open enrollment estimate for 2019 through 2022 will remain at this level.

## **EXPENDITURE ASSUMPTIONS**

### **Personal Services and Employees' Benefits**

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

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

### **Severance Pay**

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

### **Purchased Services**

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

### **Supplies and Materials**

Expenditures for supplies and materials are based upon historical patterns and other indicators included in new legislation including textbooks adoptions, instructional supplies, office supplies, software, vehicle supplies, enrollment, and other programs. In fiscal year 2018, the District expended \$24,582.31 on math text books through April 30, 2018.

## **Capital Outlay**

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

## **Other Objects**

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

## **General Fund Debt**

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

## **Advances and Transfers Out**

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

## **Summary**

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

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

- Reduced state funding for public schools
- Expansion of school voucher programs
- Increased medical contributions
- Increased contributions for employer and employee retirement

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

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

		<b>Permanent Appropriation 3/12/2018</b>	<b>Appropriation Amendment 5/14/2018</b>	<b>Variance</b>
<b>General Fund Type</b>				
General	001	14,011,544.82	13,913,893.78	(97,651.04)
Emergency	016	1,204,281.28	1,204,281.28	-
Public School Support	018	49,229.38	44,210.00	(5,019.38)
<b>Total General Fund</b>		<b>15,265,055.48</b>	<b>15,162,385.06</b>	<b>(102,670.42)</b>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	480,018.77	480,018.77	-
<b>Total Debt Service</b>		<b>480,018.77</b>	<b>480,018.77</b>	<b>-</b>
<b>Capital Improvements Fund Type</b>				
Permanent Improvement	003	41,401.46	41,401.46	-
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
<b>Total Capital Improvements</b>		<b>41,401.46</b>	<b>41,401.46</b>	<b>-</b>
<b>Special Revenue Fund Type</b>				
Special Grants	007	8,310.00	26,667.78	18,357.78
Other Local Grants	019	23,224.00	58,360.09	35,136.09
Venture Capital	032	-	-	-
Classroom Facilities Maintenance	034	75,900.00	75,900.00	-
Dist. Managed Activities	300	163,209.36	193,597.29	30,387.93
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	346,501.27	5,064.85
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	433,032.53	11,105.73
Title V Innovative Programs	573	-	-	-
Drug Free	584	-	-	-
Preschool Handicapped	587	-	-	-
Title IIA Supporting Effective Instr.	590	66,978.81	70,898.57	3,919.76

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

		<u>Permanent Appropriation 3/12/2018</u>	<u>Appropriation Amendment 5/14/2018</u>	<u>Variance</u>
Misc. Federal Grants	599	10,000.00	10,000.00	-
<b>Total Special Revenue</b>		<u>1,116,385.39</u>	<u>1,220,357.53</u>	<u>103,972.14</u>
<b>Total Government</b>		16,902,861.10	16,904,162.82	1,301.72
<b>Proprietary/Enterprise Fund Type</b>				
Food Service	006	1,123,581.44	1,123,581.44	-
Uniform School Supplies	009	-	-	-
Latchkey	020	19,088.76	19,088.76	-
<b>Total Proprietary/Enterprise</b>		<u>1,142,670.20</u>	<u>1,142,670.20</u>	<u>-</u>
<b>Internal Service Fund Type</b>				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
<b>Total Internal Service</b>		<u>-</u>	<u>-</u>	<u>-</u>
<b>Agency Fund Type</b>				
Unclaimed Monies	022	84,083.00	80,675.07	(3,407.93)
Student Managed Activities	200	167,032.85	167,996.38	963.53
<b>Total Agency</b>		<u>251,115.85</u>	<u>248,671.45</u>	<u>(2,444.40)</u>
<b>Total</b>		<u><u>18,296,647.15</u></u>	<u><u>18,295,504.47</u></u>	<u><u>(1,142.68)</u></u>

**Clearview Local Schools**  
**Estimated Resources Amendment #10 - May 14, 2018**

<u>FUNDS</u>	<u>FUND</u>	<u>ESTIMATED RESOURCES</u>	<u>CARRYOVER</u>	<u>TOTAL</u>
<b>Government Fund Types</b>				
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		<u>18,139,041.63</u>	<u>7,290,447.01</u>	<u>25,429,488.64</u>
<b>Debt Service</b>				
Bond Retirement	002	489,482.00	312,264.85	801,746.85
Total Debt Service		<u>489,482.00</u>	<u>312,264.85</u>	<u>801,746.85</u>
<b>Capital Projects</b>				
Permanent Improvement	003	78,295.00	54,758.58	133,053.58
Total Capital Projects		<u>78,295.00</u>	<u>54,758.58</u>	<u>133,053.58</u>
<b>Special Revenue</b>				
Trust Fund	007	18,889.45	8,003.89	26,893.34
Local Grants	019	43,797.17	14,612.08	58,409.25
Classroom Facilities - Maintenz	034	78,576.00	225,979.30	304,555.30
Athletics	300	166,523.46	31,034.41	197,557.87
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	336,534.89	9,966.38	346,501.27
Title I	572	436,154.19	11,100.00	447,254.19
Title VI-B Preschool	587	0.00	-	-
Improving Teaching Quality	590	63,866.89	7,031.68	70,898.57
Medicaid	599	10,000.00	1,502.42	11,502.42
Total Special Revenue		<u>1,159,742.05</u>	<u>312,395.20</u>	<u>1,472,137.25</u>
Total Government		19,866,560.68	7,969,865.64	27,836,426.32
<b>Proprietary Fund Types - Enterprise</b>				
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		<u>1,041,345.00</u>	<u>788,431.31</u>	<u>1,829,776.31</u>
<b>Total Proprietary</b>				
District Agency	022	80,675.07	8,829.44	89,504.51
Student Activities	200	121,513.07	46,891.60	168,404.67
Total Fiduciary		<u>202,188.14</u>	<u>55,721.04</u>	<u>257,909.18</u>
Total FY 14 Estimated Resources		<u>21,110,093.82</u>	<u>8,814,017.99</u>	<u>29,924,111.81</u>

**STATEMENT OF FUND ACTIVITY**  
**Estimated Resources Amendment #10**  
**Clearview Local Schools**

		<u>Estimated Resources #10 + Carry Over</u>	<u>Appropriation Amendment 5/14/2018</u>	<u>Appropriation Below Est. Resources</u>
<b>General Fund Type</b>				
General	001	23,983,226.56	14,030,713.77	(9,952,512.79)
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)
		<u>25,429,488.64</u>	<u>15,284,224.43</u>	<u>(10,145,264.21)</u>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	801,746.85	480,018.77	(321,728.08)
		<u>801,746.85</u>	<u>480,018.77</u>	<u>(321,728.08)</u>
<b>Capital Improvements Fund Type</b>				
Permanent Improvement	003	133,053.58	41,401.46	(91,652.12)
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
		<u>133,053.58</u>	<u>41,401.46</u>	<u>(91,652.12)</u>
<b>Special Revenue Fund Type</b>				
Special Grants	007	26,893.34	26,667.78	(225.56)
Other Local Grants	019	58,409.25	58,360.09	(49.16)
Venture Capital	032	-	-	-
Classroom Facilities Maintenance	034	304,555.30	75,900.00	(228,655.30)
Dist. Managed Activities	300	197,557.87	193,597.29	(3,960.58)
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	346,501.27	346,501.27	-
Fiscal Stabilization	532	-	-	-
Title II-D Technology	533	-	-	-
Nutrition Education	542	-	-	-
Title III Limited English Proficient	551	-	-	-
Title IA Improving Basic Programs	572	447,254.19	433,032.53	(14,221.66)
Title V Innovative Programs	573	-	-	-
Drug Free	584	-	-	-
Preschool Handicapped	587	-	-	-
Title IIA Supporting Effective Instr.	590	70,898.57	70,898.57	-



**STATEMENT OF FUND ACTIVITY**  
**Estimated Resources Amendment #10**  
**Clearview Local Schools**

		<u>Estimated Resources #10 + Carry Over</u>	<u>Appropriation Amendment 5/14/2018</u>	<u>Appropriation Below Est. Resources</u>
Misc. Federal Grants	599	11,502.42	10,000.00	(1,502.42)
		<u>1,472,137.25</u>	<u>1,220,357.53</u>	<u>(251,779.72)</u>
<b>Total Government</b>		27,836,426.32	17,026,002.19	(10,810,424.13)
 <b>Proprietary/Enterprise Fund Type</b>				
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)
		<u>1,829,776.31</u>	<u>1,142,670.20</u>	<u>(687,106.11)</u>
 <b>Internal Service Fund Type</b>				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>
 <b>Agency Fund Type</b>				
Unclaimed Monies	022	89,504.51	84,083.00	(5,421.51)
Student Managed Activities	200	168,404.67	167,032.85	(1,371.82)
		<u>257,909.18</u>	<u>251,115.85</u>	<u>(6,793.33)</u>
<b>Total</b>		<u><u>29,924,111.81</u></u>	<u><u>18,419,788.24</u></u>	<u><u>(11,504,323.57)</u></u>



April 11, 2018

BWC Policy #

**RE: ANNUAL WORKERS' COMPENSATION PREMIUM SAVINGS ANALYSES**

**YOU HAVE A CHOICE!** Your company qualifies for both the Group Rating and Group Retrospective Rating programs for the () rate year. To help you determine which program is a better fit for your organization, we have enclosed savings analyses for both. Please note that while both programs provide an opportunity for significant savings, you can only choose ONE of these programs.

**Option One:**  
**GROUP RATING**

Is the program most employers are familiar with and because discounts are received up-front, it is typically the preferred savings option. Sheakley has been a pioneer in the program, developing strategies to maximize savings and participation. We have consistently had one of the largest, most stable programs, providing the highest discounts allowed by the BWC.

**Option Two:**  
**GROUP RETROSPECTIVE RATING**

Is a refund program that employers have embraced because they may save more than they would in a traditional Group Rating program. More companies have chosen Sheakley for Group Retrospective Rating than any other TPA for one very simple reason - they trust us to deliver results. We have an aggressive underwriting process and accept only the safest companies into the group to minimize your risk of any assessment and maximize your refund opportunity.

If you are not sure which program is best for your situation, or have questions about either program, please be sure to call or email the Sheakley representative listed on the bottom of the quotes. We appreciate the opportunity to provide you with this information and look forward to working with you.

Sincerely,

Angela M. Wright  
Sr. Vice President



April 11, 2018

## Group Retrospective Program Invitation

BWC Policy # 34750351

Ms. Mary Ann Nowak  
Sheffield Clearview Schools  
4700 Broadway  
Lorain, OH 44052

We are pleased to invite you to participate in the Group Retrospective (Retro) Rating Program for the 2019 rate year 1/1/2019 to 12/31/2019 with a projected refund of:

Refund %:	37%
Annual Premium (Individual):	\$56,735
Annual Premium (Standard):	\$51,201
Total Projected Refund:	\$18,944
Final Individual Premium for Program Year:	\$37,791

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

Plus savings beyond workers' comp. As The Human Resources People, Sheakley offers a variety of programs that help you save time, save money, and stay compliant with the ever-increasing regulations businesses face today. Learn more about how our services can help you at [sheakley.com](http://sheakley.com).

### ENROLLMENT IS EASY!

While you are eligible for Group Rating and Group Retrospective Rating programs that both provide a significant savings, you can only participate in one. To enroll, return your paperwork to the following address by the deadline:

**Enrollment Deadline: Monday July 30, 2018**

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

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

A special note: participation in our Unemployment Program is complimentary for group rating or retro participants. To enroll, please visit our website at [www.sheakley.com/ClientAccess](http://www.sheakley.com/ClientAccess). Scroll to employers - Unemployment section to download the authorization form(s) and return those to the address above.

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



## GROUP RETROSPECTIVE RATING PROGRAM

Savings Projection for Rate Year 1/1/2019 to 12/31/2019

SHEAKLEY / Ohio Schools Council

Prepared for: Sheffield Clearview Schools

BWC Policy # 34750351

Enrollment Deadline: Monday July 30, 2018

Group Retro is a performance based refund program in which participating employers pay their annual premiums as scheduled. The BWC will then conduct three (3) annual evaluations following the completion of the retro year to determine refund opportunities.

 Annual Service Fee: \$ 1,825

We look forward to continuing our partnership!

For questions or assistance, please contact a Sheakley Representative at 1-800-877-5055 or 513-326-4675 ext. 2090 or [rating@sheakley.com](mailto:rating@sheakley.com).

### FAQS

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

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

What if I switch my TPA after participating for one year, do I still get my refunds?

Yes, if the group performs well and the BWC releases a refund. Should the group underperform and be assessed a penalty, you will receive an invoice from the BWC. In either case, it does not matter who your current TPA is at the time of the evaluation.

How do I know how the group is performing?

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

Why is there a chance I could pay an assessment?

Unlike Group Rating, which uses a "snapshot" of past claims to determine rates, the Group Retro program uses actual claims during the participation year. This means it is critical that all participants work with us to minimize the frequency and severity of any new claims to keep costs minimal. Each group retro program administrator files a maximum premium assessment tolerance with the BWC. The assessment for Sheakley's group is capped at 10%, which means your maximum payment would be \$5,120 paid over three years should circumstances beyond our control adversely impact the group. Because of this, Sheakley screens all applicants and only extends an offer to organizations that fit our conservative underwriting criteria.

Will my EMR be impacted if I join Group Retro?

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

All participants must be in compliance with BWC guidelines:

- Maintain a current membership with the sponsoring organization.
- Any premium lapses in excess of 40 days may result in ineligibility from future program participation.
- Failure to report your true-up payroll may result in ineligibility for the current program, future programs, and may also impact any refund from prior year program participation;
- Outstanding BWC balances may result in ineligibility for program participation.
- Forms MUST be signed by an officer of the company and CANNOT be signed by the CPA/TPA or Accountant.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees from another business entity or BWC policy, and/or successorship imposed by the BWC. Enrollment into our group acknowledges acceptance of these terms. Any participant that is not in agreement with these terms must notify Sheakley prior to the application deadline so that said policy can be excluded from our group retro program.

This projection is based on current claims costs at the time of review. Sheakley reserves the right to re-evaluate your organization's participation. Program participation as offered by the BWC is subject to current and future administrative, state, and federal rules and regulations.



Instructions

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

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

Employer name Sheffield Clearview Schools		Telephone number (440) 233-3801	BWC policy number 34750351
Address 4700 Broadway	City Lorain	State OH	Nine-digit ZIP code 44052

Group-retrospective-rating program enrollment

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

This form supersedes any previously executed U-153.

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

I am a member of the Cincinnati USA Regional Chamber sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2019.

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

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

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

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

Ohio Schools Council 39316028  
 Name of sponsor or affiliate sponsor Sponsor or affiliate sponsor policy number

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

Certification

\_\_\_\_\_ certifies that he/she is the \_\_\_\_\_ of  
 (Officer name) (Title)  
Sheffield Clearview Schools, the employer referred to above, and  
 (Employer name)

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

\_\_\_\_\_ (Officer signature) \_\_\_\_\_ (Date)



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

Page 1 of 2

Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to Sheffield Clearview Schools ("Participant"), located at 4700 Broadway Lorain, OH 44052, which includes enrollment into the Ohio Schools Council ("OSC") Group Retrospective Program ("Program") for the Program year January 1, 2019 to December 31, 2019, as well as administrative services for the same period, and is subject to renewal as stated hereafter:

Said services consist of:

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

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

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

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

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

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

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

Page 2 of 2

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

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

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

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2019 to December 31, 2019. Participant acknowledges and agrees OSC shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of OSC and Sheakley.

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

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

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

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

Ohio Schools Council

Applicant/Participant: **Sheffield Clearview Schools**

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

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

Title President

Title \_\_\_\_\_

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

Employer Policy No. 34750351

Email mary-ann.nowak@clearviewschools.org

Title CEO



\*17-649530\*

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



## 2018 MCO OPEN ENROLLMENT SELECTION FORM

### MCO Selection options:

FAX: 1-216-357-3399

Email: [enroll@1-888-ohiocomp.com](mailto:enroll@1-888-ohiocomp.com)

Mail: 1-888-OHIOCOMP  
2900 Carnegie Avenue  
Cleveland, Ohio 44115

Risk/Policy number: 34750351

Business name: Clearview Local Schools

DBA (if applicable) \_\_\_\_\_

Contact name: MARY ANN NOWAK  
(printed or typed) First MI Last

Email Address: MARYANN.NOWAK@CLEARVIEW.SCHOOLS.ORG

Phone number: (440) 233 - 5412 Extension: 1006

No. of employees: 187 County(ies) of operation: LORAIN

MCO selected: 1-888-OHIOCOMP MCO number: 10041

Employer signature: Mary Ann Nowak Date: \_\_\_\_\_

Title: Treasurer / CFO

### Employer Right to Select

An employer may select any MCO that meets its individual business needs.  
Selection of the MCO is solely the choice of the employer.

Open Enrollment runs from April 30 – May 25, 2018.  
Forms received after 5:00 p.m. on May 25 cannot be processed.

WS/DO / MP



**OHIO SCHOOLS COUNCIL**

6393 Oak Tree Blvd, Suite 377, Independence, Ohio 44131  
Phone: (216) 447-3100 or (800) 264-1326 Fax: (216) 447-1606

[www.osconline.org](http://www.osconline.org)

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(216) 447-3100, ext.6102  
[wzelel@osconline.org](mailto:wzelel@osconline.org)

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*Assistant Executive Director*  
(216) 447-3100, ext. 6100  
[dallen@osconline.org](mailto:dallen@osconline.org)

**Larry Tomec**  
*Director of Business Services*  
(216) 447-3100, ext. 6113  
[ltomec@osconline.org](mailto:ltomec@osconline.org)

**Leah Nemeth**  
*Marketing Manager*  
(216) 447-3100, ext. 6110  
[lnemeth@osconline.org](mailto:lnemeth@osconline.org)

**Tami Perkins**  
*Cooperative Purchasing Program Manager*  
(216) 447-3100, ext. 6103  
[tperkins@osconline.org](mailto:tperkins@osconline.org)

**Kelly Rocco**  
*Financial Manager*  
(216) 447-3100, ext. 6101  
[krocco@osconline.org](mailto:krocco@osconline.org)

April 30, 2018

Dear OSC Member:

Open Enrollment for workers' compensation Managed Care Organizations (MCO) begins today April 30 and continues until May 25. If you are satisfied with your current MCO and are not switching MCOs you do not have to do anything. You will automatically remain with your current MCO.

**The Ohio Schools Council endorses two MCO Preferred Vendors. 1-888-OhioComp is one of these recommended Preferred Vendors.**

**1-888-OhioComp accomplishments include:**

**Highest Return to Work Rates for Lost Time claims.**

**Lowest Medical costs for Lost Time claims.**

**Lowest Claim Costs for Lost Time claims.**

**Highest rated MCO for Medication Management.**

During the month of May TPAs ask employers to sign an AC-3 and an enrollment form. An AC-3 will initiate a quote for TPA services and does not obligate you. An MCO enrollment from automatically switches you to their MCO. If you are happy with or do not want to switch your current MCO do not sign a new MC enrollment form.

If you have any questions please call.

Sincerely,

**Larry Tomec**

Director of Business Services



April 30, 2018

Dear Lorain County Chamber of Commerce Member,

Selecting an effective managed care organization (MCO) during the Bureau of Workers' Compensation's MCO open enrollment period is one of the most important decisions you can make as an employer to help keep your workers' compensation costs low. Should one of your employees get injured on the job, it is the responsibility of your MCO to manage your employee's medical care effectively. The more effective the MCO, the better chance you have to control your workers' compensation premiums and to get your employees back to work as soon as possible.

As a member of the Lorain County Chamber of Commerce, you trust us to help maximize your savings in a variety of areas and provide opportunities that help you manage and grow your business. We take our responsibility to help you seriously. After taking the time to review the performance and capabilities of workers' compensation service providers in the marketplace, the Lorain County chamber of Commerce endorses and recommends 1-888-OHIOCOMP as your MCO. Northeast Ohio's 1-888-OHIOCOMP helps thousands of employers each year, by effectively and aggressively managing medical claims and helping employees get back to work after a work-related injury.

**Why 1-888-OHIOCOMP? You should know that 1-888-OHIOCOMP:**

- Based in Cleveland serves over 53,000 employers,
- #1 in Employer Satisfaction of the 6 largest MCOs,
- #1 in Return-to-Work for Lost Time claims,
- #1 in Lowest Claim Cost for Lost Time claims and
- #1 in Medication Management.

**Choosing 1-888-OHIOCOMP is easy.** Simply complete the enclosed enrollment form and mail it in the postage paid envelope provided or fax it to (216) 357-3399.

**Remember, the opportunity to select an MCO only occurs once every two years— which, in 2018, is April 30<sup>th</sup> through May 25<sup>th</sup>.** I encourage you to select 1-888-OHIOCOMP by May 25<sup>th</sup>.

Sincerely,

Anthony (Tony) Gallo  
President & CEO  
Lorain County Chamber of Commerce

**Resolution to Oppose H.B. #512**

WHEREAS, the Ohio House of Representatives is currently considering legislation that would consolidate the Ohio Department of Education, the Ohio Department of Higher Education and the Governor's Office of Workforce Transformation into a new state agency called the Department of Learning and Achievement; and

WHEREAS, the proposal transfers nearly all the duties and authority of the State Board of Education and the superintendent of public instruction to the new state agency; and

WHEREAS, this proposal was drafted without the input of students, parents, educators, administrators, schools, school districts, superintendents and board members, all of whom would be negatively affected by the bill; and

WHEREAS, this legislation creates an environment in which the unique needs of students, educators, parents and school districts will be lost within an expanded bureaucracy, and the role and authority of the elected members of the State Board of Education would be undermined by stripping the board of nearly all its duties; and

WHEREAS, supporters of the bill cite a lack of communication among state education agencies as the key source of Ohio's education problems, but effective collaboration and cooperation is already occurring, and each school district strives to effectively prepare its students for college or a career; and

WHEREAS, important decisions on topics like school funding, graduation requirements, report cards and state assessments would be made by politically appointed, unelected staff with little to no accountability and under a process with almost no public input; and

WHEREAS, public education is at its best when the interests of the people are served through publicly elected boards, and the State Board of Education is no exception; and

NOW THEREFORE BE IT, AND IT IS HEREBY RESOLVED, that the Clearview Local Board of Education does express its opposition to this legislation, HB 512; and

BE IT FURTHER RESOLVED that the treasurer be directed to spread this resolution upon the minutes of the board of education and that copies of the resolution be forwarded to members of the Ohio House of Representatives and the Ohio Senate.



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

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

## SERVICE AGREEMENT EMIS COORDINATION

This agreement for the provision of EMIS Coordination ("Agreement") is entered into between **META Solutions** ("Provider") and the Clearview Local School Board of Education ("Customer").

**I. Term.** This Agreement shall be effective starting July 1, 2018 through and until June 30, 2019.

**II. Description of Services:** EMIS Coordination and EMIS Data Entry

**A. Deliverables**

1. EMIS coordination services will consist of training, support, submission of data, distribution of reports and coordination of Customer district information.
2. EMIS data entry will consist of META staff entering EMIS related student data information provided by Customer.
3. META will provide scheduled, necessary training, as determined by META, geared to promote the ability of Customer to accurately enter data that impacts EMIS.
4. Trainings will be held at a time and location as designated by META in coordination with Customer.
5. In addition to training, META will provide additional support in the form of meetings with Customer personnel, as scheduled by META through coordination with the Customer, to discuss and review reports from ODE.
6. META provided training and support will be delivered through on-site contact, conference calls or other digital/technological means as determined by META.
7. Submission of Customer EMIS data will be conducted in accordance with the rules, regulations and procedures promulgated by ODE and in accordance with all state and federal laws.
8. Upon receipt of reports generated by ODE after processing of Customer data, META will electronically distribute said reports to Customer.
9. META will review these reports and communicate any necessary corrections to the appropriate Customer personnel.

**B. Responsibilities.** Customer shall complete and return to META an associated responsibility chart. Customer acknowledges that this chart shall govern the communication between itself and META. Customer shall provide personnel responsible for providing data, reviewing reports, and at all times confirming and authorizing the accuracy of data. The District shall be responsible for providing adequate space, equipment and access for trainings. Further, the District shall also be responsible for allowing adequate release time for necessary District personnel to attend such trainings.

**III. Fees.** For the services defined herein, and in accord with the terms of the Agreement, Customer shall pay META **\$34,000.00** over the term of this Agreement, payable according to META's quarterly invoice terms.


#### **IV. Additional terms.**

- A. **Change Orders.** Changes to an Agreement may only be made by written change orders (“Change Orders”), signed/authorized by the parties, setting forth the nature of the change and the specific amendment to the applicable portions of the Project Agreement, including a fee or hours required estimate for the revised Project scope. The terms and conditions of this Agreement may not be amended by a Change Order, but only by written amendment as provided in this Agreement.
- B. **Performance.** META represents and warrants that it shall: (i) perform all services provided under this Agreement in a timely, workmanlike manner consistent with industry standards reasonably applicable to the performance of such services; (ii) use adequate numbers of qualified individuals with suitable training, education, experience and skill in performing the services; and (iii) perform the services in an efficient and cost effective manner. In addition, META represents and warrants that it has all rights, titles, licenses, permissions and approvals necessary to perform its obligations (including the Services) under this Agreement. META, in conjunction with its personnel, shall determine the method, manner, and means of performing the Services. The Customer may not control the manner or determine the method of accomplishing the Services. The Customer may, however, require personnel of META to observe at all times the written security and safety policies of Customer. In addition, the Customer shall be entitled to exercise a broad general power of supervision and control over the provision of such Services to ensure satisfactory performance. This power of supervision shall include the right to inspect, make suggestions or recommendations as to the details of the Services, and request modifications to the scope of a work assignment.
- C. **Assignment of Personnel.** META shall, in its sole discretion, determine the assignment of its personnel for providing the Services. META shall endeavor to honor a request for a specific associate, subject to staffing or scheduling considerations. META shall require that all META employees and agents shall at all times comply with Customer’s health, safety, security, and environmental practices, policies and procedures while on a Customer owned or operated site. Customer may request that META remove any META employees or agents not so complying.
- D. **Warranties.** Other than those explicitly provided for in writing herein, META makes no other warranty, express or implied, with respect to the Products or Services. META **DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CUSTOMER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY META OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
- E. **PROPERTY**
  - 1. Any hardware and/or software installed by Provider in regards to the Services provided under this Agreement remain the property of the Provider. In the event this Agreement is terminated, Customer agrees to permit Provider to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

2. Any data files shall remain the property of Customer. In the event this Agreement is terminated, Provider agrees to return all available files to Customer as soon as may be reasonably practicable after the date of termination.
- F. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
- G. **Assignments.** This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- H. **Modification, Waiver, Discharge, etc.** This Agreement may not be discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- I. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- J. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.
- K. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- L. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.
- M. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- N. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflict of laws provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the terms "include" or "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.

- O. Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the use of the Services. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- P. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and limitations on liability. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

**V. Authorization**

Customer Authorized Signature (IRN # _____ )	Date
 <span style="display: inline-block; vertical-align: middle; margin-left: 10px;">Digitally signed by David Varda Date: 2018.04.19 13:08:05 -04'00'</span>	
META Authorized Signature	Date

**FOR INTERNAL USE:**

\*Check receipt of PO \_\_\_\_\_ -Purchase Order # \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
**Acknowledgement of Receipt**



*Process focus. Excellence.*

201 Prairie Heights Drive  
Verona, WI 53593

888.686.4624  
ph: 608.848.0900  
fax: 608.848.0901

www.naviant-inc.com

**SOFTWARE & HARDWARE SUPPORT MAINTENANCE AGREEMENT RENEWAL ("RENEWAL")**

5/9/2018

Clearview Schools - 3540  
Mary Ann Nowak  
4700 Broadway Ave  
Lorain, OH 44052

Contract #: CS.032791  
Customer #: CS

Naviant, Inc. ("Naviant") provides support and maintenance for software and hardware via Manufacturer Maintenance ("Vendor Maintenance"), Software Support Level Agreements ("SLA's"), and Hardware Preventive Maintenance Agreements ("PMA's"). This Renewal covers the following support and maintenance elements for your current system configuration. The Customer agrees to abide by the provisions set forth in the SLA Provisions, PMA Provisions, as well as Vendor Maintenance. These provisions are available at the URLs below. This Renewal covers the period from 08/01/2018 through 07/31/2019.

General Provisions \_\_\_\_\_ SLA Provisions \_\_\_\_\_ PMA Provisions \_\_\_\_\_

Vendor Maintenance					
Manufacturer	License	Version	Product Description	Qty	Price
<b>OnBase Software Maintenance</b>					
Hyland - 3540	ONBASE	15.0.2	Licensing per Hyland Community	1	\$596.47
Vendor Maintenance Total					\$596.47

Software Support Level (SLA)	
Naviant Support Level Agreement - Tier I	\$1,000.00
Naviant first year Tier I discount (8/1/2018 to 10/31/2018)	-\$250.00

Hardware Preventive Maintenance (PMA)	
<i>Not Applicable</i>	

Grand Total: \$1,346.47

A copy of your renewal invoice referencing the contract number above will be sent directly to your accounts payable department for payment. All correspondence regarding your Renewal should be directed to purchasing@naviant-inc.com or via fax at 608.848.0901. Should you have any questions regarding this renewal, please do not hesitate to contact Naviant at 800.686.8789.



**NAVIANT, INC.**  
**SOFTWARE SUPPORT LEVEL AGREEMENT (“SLA PROVISIONS”)**

**1. Naviant Software Support Level Agreement**

Naviant, Inc. (“Naviant”) agrees to provide and the Customer agrees to accept ongoing system support on the software products utilized in customer’s system at the annual charges as invoiced, in accordance with the terms and conditions contained within these SLA Provisions.

A Software Support Level Agreement will provide phone, remote access, and email support for issues related to the performance of the installed system. Naviant standard business hours are 7:00 AM – 5:00 PM CT Monday through Friday, excluding holidays observed by Naviant. Naviant’s Weekly Evening Hours are 5:00 PM – 7:00 AM CT Monday evening through Friday morning. Weekend Hours are 5:00 PM – 7:00 AM CT Friday evening through Monday morning. When Time & Materials billing is applicable, actual and reasonable travel expenses (mileage, transportation, lodging, and meals) will be charged per visit per Naviant resource to the customer as incurred, and Naviant will estimate such fee prior to dispatching onsite support. Naviant’s multi-tier Software Support Level Agreement options are outlined below:

	Tier One (9%)	Tier Two (12%)	Tier Three (15%)
Phone Support	Standard Business Hours	24 / 5 Support	24 / 7 Support
Bank of Hours	4 Hours Annually	8 Hours Annually	12 Hours Annually
Time & Materials Rates	Standard Hours Beyond Bank (\$165/Hr)	Standard Hours Beyond Bank (\$165/Hr)	Standard Hours Beyond Bank (\$165/Hr)
	Weekly Evenings (\$245/Hr)	Weekly Evenings (\$165/Hr)	Weekly Evenings (\$165/Hr)
	Weekend (\$245/Hr)	Weekend (\$205/Hr)	Weekend (\$165/Hr)
<b>Included Services</b>			
Naviant Live Chat Support	•	•	•
Access to Webinars	•	•	•
Basic Audits	•	•	•
Comprehensive Audit	50% Discount	•	•
Remote License Certificate Activation	•	•	•
Cloud Configurations Storage	•	•	•
OnBase SQL Settings Verifications	•	•	•
Naviant Custom Report Bundle	•	•	•

If a Software Support Level Agreement is not purchased or kept in force, all support requests not covered by the Manufacturer Software Maintenance will be billed at Naviant’s then prevailing Professional Services rates. Professional Services will be billed at ¼ hour increments.

**2. Manufacturer Software Maintenance**

In general, “Manufacturer Software Maintenance” provides access to product upgrades & enhancements, product error correction & fixes, technical documentation, and access to manufacturer escalated technical support facilitated through Naviant. When purchased, Manufacturer Software Maintenance provides Customer ongoing software support by the software manufacturer including commercially reasonable efforts to correct any properly reported errors in the software that are confirmed by the software manufacturer in the exercise of its commercially reasonable judgment. Access to Manufacturer Software Maintenance is provided by Naviant. Naviant will undertake to report to the software manufacturer for confirmation any reported errors promptly after receipt of proper notice from Customer, and will perform services in an effort to correct confirmed errors promptly after making such confirmation as directed by the software manufacturer. Manufacturer Software Maintenance provides software maintenance and troubleshooting for product error correction and related fixes coordinated or facilitated through Naviant via phone or email for issues not caused by Customer actions, inactions, hardware, or non-Naviant supplied or supported software. Requests for intervention from the software manufacturer will be at the discretion of Naviant.

**3. Naviant Software Support Protocol**

Naviant maintains a dedicated help desk to provide the first line of support to receive and resolve support inquiries for all Enterprise Content Management (ECM) solution implementations. By utilizing this streamlined approach to support, Naviant ensures that each customer inquiry will be answered in a timely and efficient manner, minimizing disruption to both system operation and work processes, and that all issues are reported and tracked accordingly. Naviant customers are provided with a dedicated toll-free number to use when calling in for support, as well as a dedicated support email address to email support inquiries. When contacting Naviant Support, the Customer will be connected directly with a help desk technician, the issue will be logged into the Naviant’s Support System, assigned a reference number, and the Customer will receive

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an email confirmation for tracking purposes. Naviant's standard response time objective is to respond to Customer support inquiries within one hour during Naviant standard business hours; however, Naviant's response time protocol is not to exceed three hours for either callback phone support or remote access to resolve the issue. If the issue requires further investigation, status updates will be provided in a timely manner until the issue is resolved.

#### 4. Customer Responsibilities

- A. **Onsite Support.** When support is performed at Customer's premises, Customer agrees to provide reasonable and safe access to the software and equipment consistent with the requirements of these SLA Provisions and shall be liable for any damages to persons or property arising from its failure in this respect.
- B. **Operating Environment.** Customer is responsible for maintaining the appropriate operating environment for their system, including but not limited to hardware, software, and disk space. Customer must also provide appropriate electrical power and protective devices. If an appropriate operating environment causes system problems, Naviant will complete a problem definition and resolution effort. If the system problems may be resolved by a recommended change/upgrade to components that are required by the system, Customer at its expense will be responsible for executing said upgrade. If said upgrade is not executed, then at Naviant's option the Software Support Level Agreement may be terminated. System (hardware) enhancement necessitated by a software upgrade must be purchased by Customer prior to the installation of such software upgrade. Customer acknowledges and agrees that Naviant requires online access to the software installed on Customer's systems in order for the software manufacturer to provide maintenance and for Naviant to provide support. Customer shall install and maintain, at Customer's sole cost and expense, communications software approved by Naviant. Customer shall establish and maintain at its sole cost and expense, an adequate or dedicated connection to facilitate the provision of Maintenance and Support Services.

#### 5. Products and Services Not Covered

Software Support Level Agreements do not cover installation fees for initial system configuration, expansion of the system in applications, enhanced functionality, or inclusion of additional users. Unless specifically agreed to in writing, Software Support Level Agreements shall not cover: (i) Support for scripting, API or workflow changes or additions by Customer; (ii) Customized application functions or device support for the software and/or the hardware utilized by the software; (iii) Conversions for the Customer, whether such conversion be to data or to programs; (iv) Onsite support, training, and implementation services beyond the terms specified; (v) Installation of software version upgrades; (vi) Annual system audits not outlined in Section 1; (vii) Support calls related to issues traced to a Customer action, inaction, non-Naviant supported hardware, or non-Naviant supplied or supported software not covered under these SLA Provisions.

Software Support Level Agreements do not provide support for any hardware or software not purchased from Naviant that is used with or attached to the system, or any hardware or software that is required to make the supported system work with excluded items. Any services provided by Naviant to provide compatibility with non-Naviant hardware and software and identify and resolve problems caused by these excluded items will be charged to Customer at Naviant's prevailing Professional Services Group rates. Naviant is not responsible for any damages resulting from Customer's improper use of the system, from the Customer's failure to follow standard back-up procedures, or from any consequences arising from failure of the various computer media used. The use of an unauthorized part, component, modification, or person to effect repairs or changes will cause the Software Support Level Agreement to be null and void at the option of Naviant. Software Support Level Agreements do not cover software reinstallations due to Customer computer moves, relocations, or replacements.

#### 6. Term

- A. Software Support Level Agreements are effective from the commencement date and shall continue for an initial minimum term of one (1) year, unless otherwise stated. Unless Customer notifies Naviant of intent to terminate Software Support Level Agreement in writing via certified mail or registered mail within thirty (30) days prior to expiration of the initial term, the Agreement shall automatically renew for an additional one (1) year term and shall thereafter renew for additional one (1) year terms until canceled by either party in writing via certified mail or registered mail within thirty (30) days prior to the anniversary date of any successive one (1) year term. Naviant shall have the right to change the rates contained in the Software Support Level Agreement for any aforementioned successive one (1) year term upon written notice to Customer at least forty-five (45) days prior to any anniversary date of the Software Support Level Agreement. Payment must be received within 20 days of renewal invoice date; if Software Support Level Agreement lapses and Customer calls for service, Customer will be billed at Naviant's then prevailing Time & Materials rate for the service call and Naviant will require a PO or credit card prior to scheduling service. The Software Support Level Agreement may be reinstated *after* the service call has been resolved and will be valid for a 12 month term. All Software Support Level Agreements shall be billed for one year in advance.
- B. Notwithstanding the foregoing, this Software Support Level Agreement may be terminated in whole or in part at the option of Naviant in the event that (i) Customer defaults in payment or performance of any of its liabilities or obligations pursuant to the SLA Provisions and such default continues for a period of thirty (30) days after written notice thereof specifying the default or (ii) Customer becomes the subject of any voluntary or involuntary bankruptcy; insolvency, reorganization or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts when due. The right of termination provided in this subparagraph B is in addition to any other remedy available to Naviant at law or in equity with respect to default by Customer or in any proceeding referred to in clause (ii) hereof.

#### 7. Software Licensing Agreement

A manufacturer software licensing agreement for each software product utilized in a Customer's system must be in effect at all times during the term of the Software Support Level Agreement.

#### 8. Limitation of Liability

In no event shall Naviant be liable for any special, consequential, incidental, punitive, or similar damages (including, without limitation, lost profits, loss of use, loss of revenue and lost data). In no event shall Naviant be liable for any damages in excess of the aggregate amounts actually paid by Customer for the specific product or service is dispute.

**STANDARD TERMS AND CONDITIONS**  
**("TERMS")**

**THESE TERMS ARE PART OF THE STATEMENT OF WORK**  
**("AGREEMENT").**

1. **TERMS.** These Terms shall remain in effect for the full term of the Agreement. Any counteroffer, proposed addition to, or supplement of the Terms is hereby expressly rejected unless in writing and agreed to by both parties.
2. **PRODUCTS AND SERVICES.** Customer agrees to buy and/or license (as applicable), and Company agrees to deliver (a) the professional consulting services ("Services"), (b) the hardware ("Hardware") and software ("Software"), including any documentation thereto, (Software and Hardware "Products"), (c) the Hardware Preventive Maintenance Agreement ("PMA"), Software Support Level Agreement ("SLA"), and Vendor Maintenance ("VM") (PMA, SLA, and VM "Maintenance"), and (d) the records conversion and storage services ("Physical Records Services"), as described in the separate Agreements, Statement of Works, Contracts, Change Orders, or other such documents signed by both parties (collectively the "Products and Services").
3. **SOFTWARE LICENSE.** Customer accepts license of Software in accordance with the terms of the applicable Licensor End User License Agreement ("EULA"). Ownership of intellectual property rights in the Software is set forth in the applicable EULA. As between said Licensor and Customer, Licensor shall retain all right, title and interest, including all intellectual property rights, in and to all documentation, code and data. Except as expressly set forth in this Agreement, any warranties, obligations and liabilities of Licensor in relation to Software are set forth in the applicable EULA.
4. **SERVICES.** Services provided by Naviant, Inc. ("Company") shall be as described in the Agreement. Any work product that is a result of Services provided by Company remains the intellectual property of Company. Customer will have a perpetual, non-exclusive right to use said work product for the period of time that the work product is in use by Customer, but shall have no right to resell or assign the same. Company warrants to Customer that it possesses the expertise, capability, equipment and personnel to properly and professionally perform the Services hereunder, that it is properly and legally licensed (if applicable) to perform the Services, and that it shall at all times in the performance of the Services comply with all applicable laws, ordinances and regulations and shall perform all Services in a good, workmanlike, professional and efficient manner.
5. **MAINTENANCE AND SUPPORT.** Customer agrees to abide by the provisions set forth in the SLA Provision and PMA Provisions located at [www.naviant.com/services/tech-support-onbase](http://www.naviant.com/services/tech-support-onbase).
6. **PHYSICAL RECORDS SERVICES.** Fees for storage of physical records will be billed in advance on a monthly basis. Physical records received during a month or stored for a portion of a month will be prorated for the partial month and billed on the following month's invoice. Services related to stored physical records will be billed the following month.
7. **PRICE.** Once Products and Services have been delivered, Customer shall pay agreed upon amounts without setoff or deduction. Such Prices generally exclude any excise, sales, use or like taxes, and therefore such prices are subject to increase in the amount of any such tax (excluding tax on net income) that Company may be required to collect or pay upon the sale or delivery of the Products and the performance of Services. Prices are, and all payments shall be made, in U. S. dollars. Customer shall pay Company's reasonable travel expenses associated with the performance of Services. Customer shall pay, or reimburse Company for, all amounts due for import and export licenses and permits, custom charges and duties, penalties, freight, insurance and other shipping expenses.

8. **PAYMENT TERMS.** Unless otherwise agreed, Company shall invoice Customer at the time of shipment of Products, performance of Service or at the end of each month during which Services are performed. Maintenance fees related to Products will be invoiced at time of shipment of Products. Payments are due within twenty (20) days of date of invoice. Customer shall make all payments as provided herein without regard to whether Customer has made or may make any inspection of any Products delivered hereunder. Past due amounts bear interest at a rate of one and one half percent (1 ½%) per month or at the maximum rate allowed by law, whichever is less. Company reserves the right to cancel or reschedule deliveries of Products and performance of Services if Customer fails to make any payment when due. Customer shall be liable for all expenses attendant to collection of past due amounts due Company, including actual attorney's fees.

9. **SHIPMENT AND PERFORMANCE.** Company shall use commercially reasonable efforts to ship the Products and perform the Services in accordance with any agreed upon shipment or performance date(s). However, Company does not guarantee compliance with any such date(s) and Customer agrees that Company shall not be liable for any damages as a result of any delay in shipment or performance for any reason. Packaging of shipments shall be in accordance with Company's customary practices. Shipment of Products in the U.S. shall be F.O.B. shipping point. Company may tender Products in partial shipments. If shipments are delayed as a result of any act or omission of Customer, Company shall hold all Products affected thereby at Customer's risk of loss and expense from the date such Products were to be shipped. Company may ship shipments freight collect, or prepaid, in which case Company shall bill Customer for such freight and Customer shall reimburse Company for such amounts. At Customer's option, Company shall insure the shipments against damage to or loss of the Products. Company shall bill Customer for any such insurance, and Customer shall reimburse Company for such expense. If Services are to be performed on Customer's premises, Customer shall keep such premises safe and accessible to Company during business hours, and Customer warrants that each such premises is in compliance with all applicable health and safety regulations and other applicable laws and regulations. Customer shall indemnify and hold Company harmless from any claims arising from Customer's failure to comply with, and breach of the warranty set forth in, the preceding sentence.

10. **TITLE, RISK OF LOSS AND ACCEPTANCE.** Title to and risk of loss of the Hardware shall pass to Customer upon delivery by Company to a common carrier. Title to the Software shall remain with Licensor, but risk of loss of Software shall pass to Customer upon delivery by Company or Licensor to a common carrier.

11. **LIMITED WARRANTIES – HARDWARE AND SERVICES.** COMPANY MAKES NO SEPARATE WARRANTY AND DISCLAIMS THE SAME AS TO CUSTOMER FOR HARDWARE. COMPANY PASSES ON ANY HARDWARE WARRANTY OF THE MANUFACTURER, IF POSSIBLE, THAT THE HARDWARE WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE RELEVANT MANUFACTURER'S WARRANTY. SHOULD THE HARDWARE NOT SO OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE MANUFACTURER. COMPANY WARRANTS TO CUSTOMER THAT ALL SERVICES PERFORMED BY COMPANY SHALL BE PERFORMED IN A WORKMANLIKE MANNER. COMPANY WARRANTS FOR A PERIOD OF THIRTY (30) DAYS AFTER PROJECT COMPLETION THAT THE SERVICES ARE IN COMPLIANCE WITH THE AGREEMENT. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR ANY BREACH OF THE FOREGOING SERVICE WARRANTY SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES, FAILING WHICH, AT COMPANY'S OPTION, COMPANY SHALL REFUND THE PORTION OF FEES PAID WHICH RELATE TO THE SPECIFIC NON-CONFORMING SERVICES. THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF,

AND COMPANY HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE HARDWARE AND SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS SUPPLIED HEREUNDER COMPLY WITH ANY LOCAL LAWS OR ORDINANCES, AND CUSTOMER HAS THE RESPONSIBILITY FOR COMPLIANCE WITH LOCAL LAWS AND ORDINANCES, INCLUDING OBTAINING ALL PERMITS, LICENSES, AUTHORIZATIONS OR CERTIFICATES REQUIRED BY ANY REGULATORY BODY FOR INSTALLATION OR USE OF THE PRODUCTS.

12. LIMITED WARRANTY- SOFTWARE. COMPANY PASSES ON TO CUSTOMER, IF POSSIBLE, ANY WARRANTY OFFERED BY THE SOFTWARE LICENSOR. SHOULD THE SOFTWARE NOT OPERATE, YOUR EXCLUSIVE REMEDY SHALL BE AS PROVIDED BY THE SOFTWARE LICENSOR'S WARRANTY. EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SOFTWARE OR ITS FUNCTIONS WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. YOU BEAR ALL RISK RELATING TO YOUR USE OF THE SOFTWARE.

13. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE PRODUCTS AND SERVICES OUTLINED IN SECTION 2. COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DESTRUCTION, OR DAMAGE TO ANY DOCUMENTS OR DATA OF CUSTOMER, HOWEVER CAUSED. NAVIANT ENCOURAGES CUSTOMER TO INSURE FOR THE RECOVERY OF THE INFORMATION CONTAINED WITHIN THEIR DOCUMENTS AND DATA VIA AVAILABLE MEANS, SUCH AS VALUABLE PAPERS INSURANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF REVENUE AND LOST DATA) ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF AGREEMENT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION), OR ITS CANCELLATION, IRRESPECTIVE OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES UNDER OR AS A RESULT OF THE AGREEMENT IN EXCESS OF THE AGGREGATE AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY UNDER THE AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICES OUTLINED IN SECTION 2 HEREOF THAT IS IN DISPUTE. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITY SET FORTH IN THE TERMS ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES, AND SHALL SURVIVE AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ARISEN.

14. CONFIDENTIAL INFORMATION. The separate Nondisclosure Agreement between the parties and which is part of the Agreement shall govern the protection of any confidential information disclosed by either party hereunder. If there is no Nondisclosure Agreement, all information disclosed by either party regardless of the form in which it is disclosed, is

and shall remain the confidential information of disclosing party ("Confidential Information"). The information contained in this and other Agreements between the parties is confidential and shall not be disclosed by either party without the prior written consent of the other party. Both parties shall protect such Confidential Information from disclosure to others with at least the same degree of care it exercises in protecting its own Confidential Information, but in no event less than a reasonable degree of care. The parties shall not duplicate or reproduce any Confidential Information without the express prior written consent of disclosing party. The parties shall not use any Confidential Information except as is contemplated by the Agreement. The parties shall enforce against its employees and agents these obligations of confidentiality. Notwithstanding the foregoing, information disclosed shall not be deemed to be Confidential Information if (a) receiving party establishes that the information was already known to receiving party, without any obligation to keep it confidential, at the time of its receipt from disclosing party, as evidenced by documents in the possession of receiving party prepared prior to disclosing party's disclosure, or (b) receiving party establishes that the information was publicly known at the time of its receipt by receiving party from disclosing party or has become publicly known other than by a breach of the Terms or other action or omission by receiving party. The Terms shall not prevent either party from disclosing Confidential Information to the extent required by law, provided that receiving party promptly notifies disclosing party to allow intervention, and cooperates with disclosing party to contest or minimize the scope of the disclosure.

15. NON-SOLICITATION. During the term of the Agreement and for a period of two (2) years after the termination of the Agreement on any basis, neither party shall, directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee or consultant of the other party to terminate their employment with or services to their employer. Each party recognizes and agrees that compliance with the preceding sentence is reasonable and necessary for the protection of each party's interest in their respective employees and consultants. In the event of a breach or any threatened breach, the parties acknowledge and agree that no adequate remedy at law exists for and such provisions may be enforced by any equitable remedy, including injunction, without bond and without limiting right to proceed to remedy at law. If the period of time or scope should be judged unreasonable in any court proceeding, then the parties agree that the court shall enforce such requirements and the period of time or scope shall be reduced by such time or scope that is deemed unreasonable, so that such non-solicitation provision may be enforced using such period of time or scope as is judged to be reasonable.

16. USE OF NAME. Neither party may represent that it is associated with the other party for its own promotional purposes without prior written permission of such other party.

17. CANCELLATION. Company may cancel the Agreement by written notice to Customer due to (a) Customer's breach of, or failure to comply with, any of the Terms or any subsequent agreements between the parties; or (b) Customer filing a petition of any type as to its bankruptcy, being declared bankrupt, becoming insolvent, making an assignment for the benefit of creditors or going into liquidation or receivership. If Company cancels the Agreement as set forth above, Customer agrees to pay to Company all amounts due for Products shipped and Services performed prior to the effective date of termination and to indemnify and hold Company harmless from any amounts due by Company to third parties as a result of the cancellation. This Section and Sections 3, 4, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive any cancellation of this Agreement.

18. PRODUCTS AND SERVICES. Customer may only use the Software expressly permitted by the license granted in the applicable EULA. Without limiting the generality of the foregoing, the Software may not be resold, leased, sublicensed, distributed, or transferred in any way except as expressly permitted under the applicable EULA. Company may make any changes to the Products or Services, or both, or discontinue any of the Products or Services at Company's sole discretion. The parties acknowledge and agree that Company, in the course of performing

Services, may use or incorporate its pre-existing materials and other intellectual property developed or otherwise owned by Company ("Pre-Existing Intellectual Property"). Company shall at all times retain all rights to such Pre-Existing Intellectual Property and any Customer specific by-product of the utilization of Pre-Existing Intellectual Property for purposes of completing Services shall be considered intellectual property of Company and Customer is granted a perpetual license to utilize any by-product that is derived as a result of the requirements of the Agreement.

19. **INDEPENDENT CONTRACTOR.** In performance of all Services, Company shall be deemed to be an "independent contractor" and as such, shall not be entitled to any benefits applicable to the employees of the Customer. Company declares that it is engaged in an independent business and that similar services are provided for other customers and the Customer is not Company's sole and only customer. Neither party shall in any way be deemed to be an agent or representative of the other party. Neither party shall have any authority to bind or speak for the other party except as may be specifically given to such party in writing from time to time.

20. **INSURANCE.** Company shall maintain the following insurance coverages:

**General Liability**

Each Occurrence - \$1,000,000  
General Aggregate - \$2,000,000  
Professional Liability - \$2,000,000

**Automobile Liability (Combined Single Limit - \$1,000,000)**

**Umbrella Liability**

Each Occurrence - \$10,000,000  
General Aggregate - \$10,000,000

**Workers Compensation and Employers' liability**

Each Accident - \$500,000  
Disease Policy Limit - \$500,000

21. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party, its officers, directors, agents and employees for any loss, including actual attorney's fees, costs or damages that either party may incur, in connection with the Agreement or the Services as a result of the negligent acts or omissions of the other party, its employees or its agents. Neither party shall be liable to the other party for incidental, indirect or consequential damages, except where same arises out of the gross negligence or willful misconduct of such party. Under all circumstances, the maximum damages under the Agreement are the amount paid by Customer for the Services.

22. **ASSIGNMENT.** The Agreement may not be assigned by Customer without prior written permission from Company. Any attempt to assign any rights or delegate any duties or obligations, which arise under the Agreement without such permission, shall be void

23. **DISPUTES.** Each party consents to the forum, jurisdiction, and venue of the state courts of the State of Wisconsin and federal courts located therein in any actions, disputes or controversies under the Agreement. The rights and obligations of a party shall survive completion of performance in accordance with the provisions of the Agreement and Change Orders issued thereunder.

24. **SEVERABILITY.** Any provision or part thereof of the Agreement held to be void or unenforceable by any court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The court may reform or replace such stricken provision or part thereof with a valid and enforceable provision, which expresses the intent of the stricken provision.

25. **GOVERNING LAW.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflicts of laws principles.

26. **ENTIRE AGREEMENT.** The Agreement, including all Change Orders issued thereunder, constitutes the sole and only agreement of the

parties hereto and supersedes any prior understandings or written or oral agreements between the parties. The Agreement may be amended only by a writing signed by the duly authorized representative of each party. The terms and conditions of any purchase order, acknowledgement, invoice, or other commercial form issued by Customer to Company are specifically excluded and shall not be deemed a part of or to modify or amend the Agreement, unless such other party expressly agrees in writing to be bound by such commercial form.

27. **FORCE MAJEURE.** Neither party shall be responsible or liable for delays or failure to perform related to any cause or contingency beyond its reasonable control including, without limitation, acts of God, fire, flood, war or labor dispute.

28. **NOTICES.** Any notice provided for or concerning the Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth in the Agreement.

Any notice provided for or concerning these Standard Terms and Conditions shall be in writing and shall be deemed sufficiently given when sent by certified mail to the address as set forth below.

NAVIANT, INC.  
201 Prairie Heights Drive  
Verona, WI 53593

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**CUSTOMER**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**Benefit Package**  
**Non-Union Personnel**

**Effective August 1, 2018**

**Certificated/Licensed Administrators**

**Effective July 1, 2018**

**Classified Administrators, Central Office Support Staff**

**CLEARVIEW SCHOOLS**  
**Administrative, Supervisory, and Central Office**  
**Compensation Plan**

**Benefits Provisions**

The following benefit provisions apply to all individuals by the Board of Education who are classified as an administrator, supervisor, and/or central office employee.

I. **Administrators/Supervisors**

One of the primary goals with regard to salaries is to remain competitive with area school districts. In turn, this will enable the district to retain its personnel and maintain stability in its operations.

**Educational Growth Stipend**

Just as teachers receive additional pay on the negotiated salary schedule for obtaining graduate semester credit hours, masters, certified/licensed administrators will also receive a stipend for additional coursework. According to the following scale, administrators will receive the corresponding stipend to be paid in December of each year. The graduate hours earned for placement on the scale must be certified by October 1<sup>st</sup> of each year.

<u>Degree and Graduate Hours</u>	<u>Stipend</u>
M.A. + 9 – Semester Hours	\$ 750
M.A. + 18 – Semester Hours	\$1,000
M.A. + 27 – Semester Hours	\$1,250
M.A. + 36 – Semester Hours	\$1,500
M.A. + 45 – Semester Hours	\$1,750
Ed.S.	\$2,000
Ph.D./Ed.D	\$2,250

In addition, administrators will be reimbursed for the cost of graduate hours taken at a maximum of \$1,800 per year.

II. **Central Office Classified Employee Salaries**

The Central Office Classified Employee Salary Schedule is based upon a comparison of internal job classifications and responsibilities. Just as the high school secretary position carries an increased number of work days and wage scale over other building secretaries, so too do the central office staff positions demand different responsibilities beyond the high school secretary.

As such, the development of the salary schedule is based on the wage of the high school secretary. Each year, the salary schedule will be modified to coincide with the OAPSE negotiated scale for the high school secretary.

Placement on the salary schedule is not necessarily a reflection of years of service. Particularly for current employees, their placement was determined, in part, based on their present salary. For new employees, placement on the salary schedule will be determined by the Superintendent and/or Treasurer in conjunction with Board approval. Consideration should be given for experience in similar positions.

III. Administrators/Supervisors/Central Office – Other Benefits

A. Medical/Vision/Dental Coverage:

Administrators, Supervisors, Central Office

- See description of Medical Plan Design detailed below.

B. Life Insurance

Administrators, Supervisors, Central Office

- Twice their annual salary

C. Mileage Reimbursement

Administrators, Supervisors, Central Office

- At the IRS-approved per mile rate for use of a privately owned car for official school business.

D. Professional Meeting Reimbursement

Administrators, Supervisors, Central Office

- Appropriate reimbursement for lodging, travel, registration, food, and related expenses for approved meetings

E. Sick Leave

Administrators, Supervisors, Central Office

- Fifteen (15) days per year accumulative

F. Personal Business Leave

Administrators, Supervisors, Central Office

- Four (4) days per year – non-cumulative

G. Bereavement Leave

Administrators, Supervisors, Central Office

- Five (5) days per year – non-cumulative for death of immediate family member

H. Retirement

Administrators, Supervisors, Central Office

- Full Board-paid Employee share with pick-up in the appropriate STRS or SERS retirement plan
- Effective 7/1/2012, all current classified office staff will be grandfathered in regards to pick-up on the pick-up.

I. Holidays

All 260-day Administrators, Supervisors, Central Office:

- Eight (8) legal holidays plus (4) designated vacation holidays including Good Friday, the day after Thanksgiving, the day before Christmas, and the day before New Year's.



- J. **Vacation**  
All 260 day Administrators, Supervisors, Central Office as per the following schedule:
- **Central Office Staff**
    - Less than one year of service / 5 days per year
    - 1 - 6 years of service / 10 days per year
    - 7 – 13 years of service / 15 days per year
    - 14+ years of service / 20 days per year
  - **Maintenance Supervisor**
    - Less than one year of service / 8 days per year
    - 1 – 10 years of service / 15 days per year
    - 11+ years of service / 20 days per year
- All employees – vacation time earned shall be cumulative for up to two (2) years or they may request to receive compensation or lose it.
- K. **Longevity Benefit**  
Classified Central Office Employee
- | <u>After Years of Service</u> |            | <u>Annual Increment</u> |
|-------------------------------|------------|-------------------------|
| • 10 years                    | additional | \$ 250.00               |
| • 15 years                    | additional | \$ 400.00               |
| • 20 years                    | additional | \$ 500.00               |
| • 25 years                    | additional | \$ 600.00               |
| • 30 years                    | additional | \$ 750.00               |
| • 35 years                    | additional | \$1,000.00              |
- L. **Annuity**  
Administrators, Masters, Certified/License
- The administrator contracts \$500 per year accumulative after two (2) years of service in the Clearview Schools
- M. **Severance**  
Administrators, Supervisors, Central Office
- Payment upon retirement, for one fourth (1/4) of accumulated sick leave with the following limits:
  - Building Administrators, Supervisors, Central Office, maximum days equal to 75 days
    - Treasurer – 80 days
    - Superintendent – 80 days
- N. **Retirement Incentive**  
Certified or Licensed Administrators
- See below.
- O. **Association Memberships - Annual Board paid dues for the following:**
- Superintendent – BASA dues
  - Treasurer – OASBO dues
  - Building Administrators – OASSA, OAMSA, OAESA, LCAAA, OAPSA dues
  - Any other professional dues as approved by the Superintendent of Schools
- P. Any other benefits provided to the Superintendent and/or Treasurer, as negotiated with the Board, will be included with their signed contracts.

- Q. Any modifications, deletions, or additions to these outlined benefits for individual employees will be included with their signed contract.

HOSPITALIZATION – HEALTH MAINTENANCE

1. All Regular Employees working thirty (30) hours or more per work shall be entitled to the Hospitalization-Medical-Vision plan described below.
2. All Regular Employees who work at least fifteen (15) hours per week (but less than thirty (30) hours per week) for at least thirty-six (36) weeks shall be entitled to the Hospitalization-Medical-Vision plan described below, but the Board shall only provide one-half of single or family coverage to which the employee is entitled.

Hospitalization / Dental Coverage

- A. The Board shall provide hospitalization / major medical and dental coverage. Each employee may annually select one of the offered Health Benefit Plans (e.g., *Premium; Standard; Minimum Value*).

- B. Board Contribution to Coverage:

The Board shall pay ninety percent (90%) of the cost of the *Premium* and *Standard* coverages for full-time employees, and, for part-time employees, the Board shall pay ninety percent (90%) of that part of the total cost proportionate to the workload. The Board shall pay one hundred percent (100%) of the cost of the *Minimum Value* coverage for full-time employees.

- C. Working Spouse Mandatory Enrollment Rule

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs the spouse no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the Clearview Local School District's Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Treasurer or designee immediately (i.e., within thirty (30) days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan, or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the spouse's cost for single coverage under the lowest cost plan is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under

such group insurance coverage sponsored by the Clearview Local School District.

Every employee whose spouse participates under the Clearview Local School District's medical/prescription drug insurance coverage shall complete and submit to the Treasurer or designee, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Clearview Local School District. Additional documentation may be required.

If an employee knowingly or recklessly submits false information, or fails to promptly (i.e., within thirty (30) days after any change in eligibility) advise the Treasurer or designee of a change in his/her spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by the employee results in the District's Health Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the District's Health Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If any employee submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.

### Vision Care Plan

Vision Care benefits apply when a covered person incurs vision care charges for services recommended and approved by a Physician or Optometrist.

Vision Care charges are limited to the vision services and supplies shown in the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts in accordance with the Schedule of Benefits.

Vision examinations are covered regardless of medical necessity. An exam includes the following:

1. Case History;
2. External examination of the eye and adnexa;
3. Ophthalmoscopic examination;
4. Determination of refractive status;
5. Binocular balance testing;
6. Tonometry, as needed;
7. Gross visual fields;

8. Color vision testing;
9. Summary findings; and
10. Recommendations including prescribing lenses.

Prescribed lenses and frames are covered in accordance with the Schedule of Benefits.

Coverage allows for the following services only when they are done to obtain the prescribed lenses and frames:

1. Facial measurements and determination of interpupillary distance;
2. Assistance in choosing frames;
3. Verification of lenses as prescribed; and
4. After-care for a reasonable period for fitting and adjustment.

Prescribed contact lenses as shown in the Schedule of Benefits.

Treatment for diseases involving the eye (glaucoma, cataracts, etc.) are covered under the medical portion of the Medical Plans.

#### LIMITATIONS AND EXCLUSIONS

The Plan does not cover the following services, supplies, or charges:

1. Services that are not received from a provider acting within the scope of his/her license.
2. Diagnostic services and drugs or medications not a part of a vision examination.
3. Services that, to any extent, are payable under the medical expenses benefits of the Medical Plans.
4. Services that the Plan determines are special or unusual, such as orthoptics, vision training, and low vision aids.
5. For the replacement of lenses and frames except as shown under the limitation of frequency in the Schedule of Benefits.
6. For any lenses that are not prescribed.
7. For safety glasses and safety goggles.
8. For any services or supplies for which benefits are payable under any worker's compensation law or under any governmental program.
9. For eye examinations that occurred before the covered person's effective date of employment.
10. For examinations or services incurred or received after the covered person's effective termination date.
11. For those services, supplies, or charges that are not specified under this Plan.

#### DEPENDENT AGE LIMIT

Coverage stops on the 26<sup>th</sup> birthday.

### Section 125 Plan

- A. The Board shall provide a Section 125 Plan that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.
- B. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Treasurer during the month of September. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to participate and will end upon notification from the employee of his/her intent to no longer participate as may be submitted during the following September. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with I.R.C. Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Treasurer's office.

**MEDICAL PLAN DESIGN**

Annually, each bargaining unit member may select one of the following Health Benefit Plans.

The annual per person dental maximum shall be \$1,500.

<i><b>In-Network</b></i>	<i>Premium</i>	<i>Standard</i>	<i>Min. Value Based Design for ACA</i>
Deductible (In-network)	\$750/\$1,500	\$1,000/\$2,000	\$4,000/\$8,000
- Earned Incentive Award	<u>(\$250)/(\$500)</u>	<u>(\$250)/(\$500)</u>	<u>(\$250)/(\$500)</u>
Deductible (In-network)	\$500/\$1,000	\$750/\$1,500	\$3,750/\$7,500
Coinsurance	90%	80%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$1,500/\$3,000	\$2,000/\$4,000	\$6,250/\$12,500
Total Out-of-Pocket Max includes deductible and coinsurance) with wellness incentive	\$2,000/\$4,000	\$2,750/\$5,500	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance) without wellness incentive	\$2,250/\$4,500	\$3,000/\$6,000	\$10,250/\$20,500
<b>Out-of-Network</b>			
Deductible (Out-of-network)	\$1,500/\$3,000	\$2,000/\$4,000	\$4,000/\$8,000
Coinsurance	60%	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	\$3,000/\$6,000	\$4,000/\$8,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance)	\$4,500/\$9,000	\$6,000/\$12,000	\$14,000/\$28,000
<b>Office and Emergency Visits</b>			
OV Copay	\$25	\$30	\$50
Urgent Care Visit	\$40	\$45	\$100

Specialist Visit	\$40	\$45	\$100
ER Copay - Emergency	\$100	\$150	\$300
ER Copay - Non-Emergency	\$200	\$200	\$300
<b>WELLNESS</b>			
Immunizations	100% In-network	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network	100% In-network
PPACA Expanded Wellness Svcs	100% In-network	100% In-network	100% In-network
<b>Prescription Drug Benefit</b>			
Retail Drug Card	\$10/\$25/\$50	\$15/\$30/\$60	Ded. then \$10/\$50/\$100
Mail Order	\$20/\$50/\$100	\$30/\$60/\$120	Ded. then \$20/\$100/\$200
Specialty Medications	\$60	\$100	Ded. then \$200
Step Therapy	YES	YES	YES
Mandatory Mail Order	YES	YES	YES
Maintenance Choice	YES	YES	YES



Services	EyeMed Access Network	Non-Network <sup>1</sup>
Dependent Age Limit	Determined by District	
Professional Services (One every 12 months) Spectacle Exam	\$15 copayment Any amount over spectacle exam	\$15 maximum
Contact Lens Fit & Follow-Up Standard Premium	(up to \$55) 10% off of Retail	Not Covered Not Covered
Frame (One every 12 months)	\$0 copayment (Up to \$100)+ 20% off amount over \$100	\$30 maximum
Lenses (Uncoated plastic) One pair every 12 months Single vision Bifocal Trifocal Lenticular	\$15 copayment \$15 copayment \$15 copayment \$15 copayment	\$10 maximum \$20 maximum \$30 maximum \$40 maximum
Contact Lenses (In lieu of lenses) (One pair every 12 months for Conventional or Medically necessary) Conventional	\$15 copayment (up to \$100) + 15% off of amount over \$100	\$40 maximum
Disposable	\$15 copayment (up to \$100)	\$40 maximum
Medically necessary	\$15 copayment (up to \$200)	\$75 maximum

Listed below are additional ways to save through the EyeMed Vision program.

**Lens Options:** Members also received fixed, discount prices on the lens options listed below when an EyeMed provider is used

Lens options	Discounted price	Lens options	Discounted price
Standard Progressive (no-line bifocal)	\$65 plus bifocal copay	Standard Anti-reflective coating	\$45
Polycarbonate	\$40	Solid tint or Gradient tint	\$15
Scratch-resistant coating	\$15	Photochromic	20% off retail price
Ultraviolet coating	\$15	Glass	20% off retail price
Other Add-Ons	20% off retail price		

**Contact Lenses by Mail:** After initial purchases, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at [www.eyemedvisioncare.com](http://www.eyemedvisioncare.com). The contact lens benefit allowance is not applicable to this service.

**Additional Savings on Eyeglasses and Conventional Contact Lenses:** After the funded benefit has been used, members save 40% off retail on complete pairs of eyeglasses and 15% off conventional contact lenses at an unlimited frequency.

**Laser Vision Correction:** Members also receive a 15% discount off regular price or 5% off the promotion price for LASIK or PRK from the US Laser Network, owned and Operated by LCA Vision.

The discounts listed above are available through the EyeMed Access network of providers only and are subject to change by EyeMed Vision Care.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. Benefit allowances provide no remaining balance for future use within the same benefit frequency. There are certain brand name Vision Materials in which the manufacturer imposes a no-discount practice. Limitations and exclusions apply.

<sup>1</sup> The non-network maximum is the amount a member receives for covered vision services received from a non-network provider.

## SEVERANCE PAY

### Administrators, Supervisors, Central Office

Upon retirement into STRS or SERS, as applicable), an employee with ten (10) or more continuous years of work experience in the Clearview Local School District shall be paid severance as set forth herein. Employees who elect to retire and meet the requirements of the applicable Retirement System shall be paid for one-fourth (1/4) of his/her accumulated sick leave up to a maximum of seventy-five (75) days [the Superintendent and Treasurer are paid to a maximum of eighty (80) days]. Payment shall be at the employee's daily rate in effect at the last day of actual employment, exclusive of overtime or supplemental pay.

The employee shall receive his/her severance pay in a lump sum payment in February of the calendar year following the date of retirement. The employee may elect to have his/her severance payment deposited into a 457 Ohio Deferred Compensation Plan.

Payment of sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.

In the event of an employee's death, his/her spouse or child will receive the severance pay. The deceased employee must have been eligible for retirement/severance benefits, as determined by the Retirement System, at the time of death.

## RETIREMENT INCENTIVE – CLASSIFIED CENTRAL SUPPORT PERSONNEL, TREASURER

### 1. Statement of Retirement Incentive Plan

The following Retirement Incentive Plan is effective July 1, 2016, and expires June 30, 2017. Participation in the plan is voluntary.

### 2. Eligibility for Benefits

#### A. The employee:

1. Shall become eligible between July 1, 2016, and June 30, 2017, for retirement by virtue of meeting all eligibility requirements under the Ohio School Employees Retirement System (S.E.R.S.).
2. Must have at least ten (10) or more full and continuous years of service with the Clearview Local School District.
3. Must submit an application for retirement benefits to the S.E.R.S. during his/her first year of eligibility for receipt of retirement benefits under the statutes and rules governing the S.E.R.S. An employee who does not apply for this buyout in his/her first year of eligibility, shall not be eligible for and will not be granted this buyout at any other time. Although, he/she may do so, any employee who meets the S.E.R.S. requirement of 25/55 or 25/60 (as applicable) is not obligated to retire to collect the retirement incentive at such time. Said employee remains eligible to collect the retirement incentive if he/she retires at the 30-years of service level.
4. Only employees who first become eligible for retirement under the rules and regulations of the S.E.R.S. during the 2016 – 2017 school year may apply for this Retirement Incentive if they retire effective July 1, 2017.

- B. This Plan does not apply to:
  - 1. Those applying for and/or receiving disability retirement.
  - 2. Those terminated by the Board for cause or whose contracts are otherwise discontinued or suspended involuntarily (e.g., pursuant to a reduction in force).
  - 3. Those whose contracts are non-renewed.
  - 4. Those who do not submit an application for retirement to the S.E.R.S. in his/her (1<sup>st</sup>) year of eligibility for receipt of retirement benefits under the statute and rules governing the S.E.R.S.

3. Application for Retirement

- A. Those employees who seek to participate in the Retirement Incentive shall submit a letter of intent to the Board to retire on or before July 1 of the year they are eligible and intend to retire under the statute and the rules governing the S.E.R.S. Such letter must be submitted to the Board no later than March 1 of the calendar year of retirement.
- B. After receipt of the letter to retire from the employee seeking this Retirement Incentive, the Board will verify that the applicant meets all of the requirements of the plan and issue such notice within thirty (30) calendar days of application. Neither the Board nor the employee may withdraw from this action after the Board notifies the employee that he/she has met the requirements for this Retirement Incentive.

4. Payment Schedule

- A. The employee's payment under the Retirement Incentive Plan shall be made in one lump-sum payment in the second payroll of February of the calendar year following the date of retirement. Payments made under this plan shall not be incorporated into the calculation of employee salary and/or benefits for purposes of the School Employees Retirement System.
- B. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive a lump sum payment of 15% of their compensation that was received over the (12) months immediately preceding the effective date of their retirement.

RETIREMENT INCENTIVE – CERTIFICATED/LICENSED ADMINISTRATORS

1. Statement of Retirement Incentive Plan

The following Retirement Incentive is effective August 1, 2016, and expires July 31, 2017. Participation in the plan is voluntary.

2. Eligibility for Benefits

- A. The Certificated/Licensed Employee:
  - 1. Shall become eligible between August 1, 2016, and July 31, 2017, for retirement by virtue of meeting all eligibility requirements under the Ohio State Teachers Retirement System (STRS).

2. Must have at least ten (10) or more full and continuous years of service with the Clearview Local School District.
  3. Must submit an application for retirement benefits to the STRS during his/her first year of eligibility for receipt of retirement benefits under the statutes and rules governing the STRS. An employee who does not apply for this incentive in his/her first year of eligibility, shall not be eligible for and will not be granted this incentive at any other time. Although he/she may do so, any teacher who meets the STRS requirement of 26/55 is not obligated to retire to collect the retirement incentive at such time. Said teacher remains eligible to collect the retirement incentive if he/she retires at the 31 years of service level.
  4. All Administrators who first become eligible for retirement under the rules and regulations of the STRS during the 2016 – 2017 school year may apply for this Retirement Incentive if they retire effective August 1, 2017.
- B. This plan does not apply to:
1. Those applying for and/or receiving disability retirement.
  2. Those terminated by the Board for cause or whose contracts are otherwise discontinued or suspended involuntarily (e.g., pursuant to a reduction in force).
  3. Those whose contracts are non-renewed.
  4. Those who do not submit an application for retirement to the STRS in his/her first (1<sup>st</sup>) year of eligibility for receipt of retirement benefits under the statute and rules governing the STRS.
3. Application for Retirement
- A. Those employees who seek to participate in the Retirement Incentive shall submit a letter of intent to the Board to retire effective August 1 of the year they are eligible and intend to retire under the statute and the rules governing the STRS. Such letter must be submitted to the Board no later than March 1 of the calendar year of retirement.
  - B. After receipt of the letter of intent to retire from the certificated/licensed employee seeking this Retirement Incentive, the Board will verify that the applicant meets all of the requirements of the Plan and issue such notice within thirty (30) calendar days of application. Neither the Board nor the certificated/licensed employee may withdraw from this action after the Board notifies the employee that he/she has met the requirements for this Retirement Incentive.
4. Payment Schedule
- A. The employee's payment under the Retirement Incentive shall be made in three (3) equal lump-sum payments beginning in February of the calendar year following the date of retirement and the following two Februarys thereafter. Payments made under this Plan shall not be incorporated into the calculation of employee salary and/or benefits for purposes of the STRS.

- B. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive seven hundred (\$700.00) for each year of STRS service to a maximum of thirty (31) years (\$21,700.00).
- C. Administrators may elect to have their triennial Retirement Incentive payments deposited into a 457 Ohio Deferred Compensation Plan.

**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Certificated Schedule - High School Principals**  
14-May-18

		71400					
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
0	67430 0.9444	71400 1.0000	75370 1.0556	79333 1.1111	81910 1.1472	84980 1.1902	88593 1.2408
1	69458 0.9728	73542 1.0300	77626 1.0872	81717 1.1445	84366 1.1816	87536 1.2260	91256 1.2781
2	71543 1.0020	75748 1.0609	79961 1.1199	84166 1.1788	86901 1.2171	90157 1.2627	93991 1.3164
3	73685 1.0320	78019 1.0927	82353 1.1534	86694 1.2142	89507 1.2536	92863 1.3006	96811 1.3559
4	75898 1.0630	80361 1.1255	84830 1.1881	89293 1.2506	92192 1.2912	95647 1.3396	99717 1.3966
5	78176 1.0949	82774 1.1593	87372 1.2237	91970 1.2881	94955 1.3299	98518 1.3798	102709 1.4385
6	80518 1.1277	85259 1.1941	89993 1.2604	94726 1.3267	97811 1.3699	101474 1.4212	105786 1.4816
7	87329 1.2231	87815 1.2299	92691 1.2982	97568 1.3665	100745 1.4110	104522 1.4639	108964 1.5261
8	85423 1.1964	90450 1.2668	95476 1.3372	100496 1.4075	103766 1.4533	107657 1.5078	112234 1.5719
9	87986 1.2323	93163 1.3048	98339 1.3773	103516 1.4498	106879 1.4969	110884 1.5530	115597 1.6190
10	90628 1.2693	95954 1.3439	101288 1.4186	106614 1.4932	110085 1.5418	114211 1.5996	119067 1.6676

**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Certificated Schedule - Middle School Principals**

14-May-18

		<b>64500</b>					
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
0	60914 0.9444	<b>64500</b> 1.0000	68086 1.0556	71666 1.1111	73994 1.1472	76768 1.1902	80032 1.2408
1	62746 0.9728	66435 1.0300	70124 1.0872	73820 1.1445	76213 1.1816	79077 1.2260	82437 1.2781
2	64629 1.0020	68428 1.0609	72234 1.1199	76033 1.1788	78503 1.2171	81444 1.2627	84908 1.3164
3	66564 1.0320	70479 1.0927	74394 1.1534	78316 1.2142	80857 1.2536	83889 1.3006	87456 1.3559
4	68564 1.0630	72595 1.1255	76632 1.1881	80664 1.2506	83282 1.2912	86404 1.3396	90081 1.3966
5	70621 1.0949	74775 1.1593	78929 1.2237	83082 1.2881	85779 1.3299	88997 1.3798	92783 1.4385
6	72737 1.1277	77019 1.1941	81296 1.2604	85572 1.3267	88359 1.3699	91667 1.4212	95563 1.4816
7	78890 1.2231	79329 1.2299	83734 1.2982	88139 1.3665	91010 1.4110	94422 1.4639	98433 1.5261
8	77168 1.1964	81709 1.2668	86249 1.3372	90784 1.4075	93738 1.4533	97253 1.5078	101388 1.5719
9	79483 1.2323	84160 1.3048	88836 1.3773	93512 1.4498	96550 1.4969	100169 1.5530	104426 1.6190
10	81870 1.2693	86682 1.3439	91500 1.4186	96311 1.4932	99446 1.5418	103174 1.5996	107560 1.6676

**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Certificated Schedule - Elementary School Principals**  
14-May-18

		54632					
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
0	51594 0.9444	54632 1.0000	57670 1.0556	60702 1.1111	62674 1.1472	65023 1.1902	67787 1.2408
1	53146 0.9728	56271 1.0300	59396 1.0872	62526 1.1445	64553 1.1816	66979 1.2260	69825 1.2781
2	54741 1.0020	57959 1.0609	61182 1.1199	64400 1.1788	66493 1.2171	68984 1.2627	71918 1.3164
3	56380 1.0320	59696 1.0927	63013 1.1534	66334 1.2142	68487 1.2536	71054 1.3006	74076 1.3559
4	58074 1.0630	61488 1.1255	64908 1.1881	68323 1.2506	70541 1.2912	73185 1.3396	76299 1.3966
5	59817 1.0949	63335 1.1593	66853 1.2237	70371 1.2881	72655 1.3299	75381 1.3798	78588 1.4385
6	61609 1.1277	65236 1.1941	68858 1.2604	72480 1.3267	74840 1.3699	77643 1.4212	80943 1.4816
7	66820 1.2231	67192 1.2299	70923 1.2982	74655 1.3665	77086 1.4110	79976 1.4639	83374 1.5261
8	65362 1.1964	69208 1.2668	73054 1.3372	76895 1.4075	79397 1.4533	82374 1.5078	85876 1.5719
9	67323 1.2323	71284 1.3048	75245 1.3773	79205 1.4498	81779 1.4969	84843 1.5530	88449 1.6190
10	69344 1.2693	73420 1.3439	77501 1.4186	81577 1.4932	84232 1.5418	87389 1.5996	91104 1.6676



**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Certificated Schedule - Directors & Supervisors**  
14-May-18

	<b>54632</b>						
	BA	MA	MA+10	MA+20	MA+30	MA+40	PhD/EdD
0	51594 0.9444	<b>54632</b> 1.0000	57670 1.0556	60702 1.1111	62674 1.1472	65023 1.1902	67787 1.2408
1	53146 0.9728	56271 1.0300	59396 1.0872	62526 1.1445	64553 1.1816	66979 1.2260	69825 1.2781
2	54741 1.0020	57959 1.0609	61182 1.1199	64400 1.1788	66493 1.2171	68984 1.2627	71918 1.3164
3	56380 1.0320	59696 1.0927	63013 1.1534	66334 1.2142	68487 1.2536	71054 1.3006	74076 1.3559
4	58074 1.0630	61488 1.1255	64908 1.1881	68323 1.2506	70541 1.2912	73185 1.3396	76299 1.3966
5	59817 1.0949	63335 1.1593	66853 1.2237	70371 1.2881	72655 1.3299	75381 1.3798	78588 1.4385
6	61609 1.1277	65236 1.1941	68858 1.2604	72480 1.3267	74840 1.3699	77643 1.4212	80943 1.4816
7	66820 1.2231	67192 1.2299	70923 1.2982	74655 1.3665	77086 1.4110	79976 1.4639	83374 1.5261
8	65362 1.1964	69208 1.2668	73054 1.3372	76895 1.4075	79397 1.4533	82374 1.5078	85876 1.5719
9	67323 1.2323	71284 1.3048	75245 1.3773	79205 1.4498	81779 1.4969	84843 1.5530	88449 1.6190
10	69344 1.2693	73420 1.3439	77501 1.4186	81577 1.4932	84232 1.5418	87389 1.5996	91104 1.6676

**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Classified Schedule - Supervisors**

14-May-18

	<b>44498</b>						
	<BA	BA	MA	MA+10	MA+20	MA+30	PhD/EdD
0	42024 0.9444	<b>44498</b> 1.0000	46972 1.0556	49442 1.1111	51048 1.1472	52962 1.1902	55213 1.2408
1	43288 0.9728	45833 1.0300	48378 1.0872	50928 1.1445	52579 1.1816	54555 1.2260	56873 1.2781
2	44587 1.0020	47208 1.0609	49833 1.1199	52454 1.1788	54159 1.2171	56188 1.2627	58577 1.3164
3	45922 1.0320	48623 1.0927	51324 1.1534	54029 1.2142	55783 1.2536	57874 1.3006	60335 1.3559
4	47301 1.0630	50082 1.1255	52868 1.1881	55649 1.2506	57456 1.2912	59610 1.3396	62146 1.3966
5	48721 1.0949	51587 1.1593	54452 1.2237	57318 1.2881	59178 1.3299	61398 1.3798	64010 1.4385
6	50180 1.1277	53135 1.1941	56085 1.2604	59035 1.3267	60958 1.3699	63241 1.4212	65928 1.4816
7	54426 1.2231	54728 1.2299	57767 1.2982	60807 1.3665	62787 1.4110	65141 1.4639	67908 1.5261
8	53237 1.1964	56370 1.2668	59503 1.3372	62631 1.4075	64669 1.4533	67094 1.5078	69946 1.5719
9	54835 1.2323	58061 1.3048	61287 1.3773	64513 1.4498	66609 1.4969	69105 1.5530	72042 1.6190
10	56481 1.2693	59801 1.3439	63125 1.4186	66444 1.4932	68607 1.5418	71179 1.5996	74205 1.6676

**LORAIN COUNTY BOARD OF MENTAL HEALTH AGREEMENT WITH  
LORAIN COUNTY SCHOOL DISTRICT:  
CLEARVIEW LOCAL SCHOOL DISTRICT**

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The Lorain County Board of Mental Health (LCBMH) is invested in supporting the social and emotional wellness of Lorain County Students and values the opportunity to work with Lorain County School Districts to this end. Because LCBMH does not provide direct service, LCBMH contracts with certified and accredited community mental health agencies to provide mental health services.

LCBMH directs funding to community mental health agencies for the provision of school based mental health services within Lorain County Schools. Toward this end, the Board funds community mental health agencies to provide:

- (1) prevention services,
- (2) education/training for staff, parents and students,
- (3) individualized consultation to connect students with necessary services
- (4) classroom consultation to assist teachers in promoting the social and emotional development of children in classroom settings, and
- (5) participation by the clinician in school teams that focus on suicide prevention or mental health promotion.

Additionally, the Board funds clinical services (e.g. counseling, psychiatry) for students when families have no other means of payment. Board funding is tied to the following expectations:

Community mental health agencies providing Board-funded school based services have agreed that agency staff or supervisors are responsible for the following:

- Meeting with the school principal or designee to identify the array of mental health services that would be most helpful to a particular school.
- Ensuring that the service plan is approved by LCBMH within ten days of the plan being agreed upon by the school principal or designee and the supervisor from the community mental health agency.
- Providing or coordinating the provision of the agreed-upon school based services.
- Informing the school principal or designee and the Board of staff changes that could impact the provision of planned or existing services to students as soon as these become known to the agency.
- Submit to the principal or designee a plan for coverage of existing services in the event that a staff change may impact the provision of school services.
- With permission of parent/guardian, keeping designated school staff informed about outcomes of individualized consultation or progress in treatment.

The Board expects that the school district shall:

- Provide parents with a letter introducing the consultation and education services.
- Support the provision of mental health services by facilitating the collection of necessary permission slips, and release of information forms from parents/legal guardians.
- Commit to utilizing mental health professionals at least half a day per week throughout the school year.

**LORAIN COUNTY BOARD OF MENTAL HEALTH AGREEMENT WITH  
LORAIN COUNTY SCHOOL DISTRICT:  
CLEARVIEW LOCAL SCHOOL DISTRICT**

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- Utilize the crisis hotline 1-800-888-6161 or 9-1-1, if a student is in mental health crisis (School based clinician can assist when there is a crisis, but if a student is judged to be at significant risk, the hotline should be utilized).
- Provide private space (at least 100 sq feet) within the educational setting dedicated for the provision of confidential mental health-related services for individual and groups of students and/or staff.
- In the event that the school is dissatisfied with any aspect of the provision of school based mental health services or would like additional services, the principal or designee shall communicate the concern or request for additional services to the clinician and then to the clinician's supervisor, if necessary. If no resolution is achieved, the principal or designee agrees to contact LCBMH to seek resolution. The point of contact for LCBMH is Elizabeth Wolanski. Mrs. Wolanski may be reached at [ewolanski@lcbmh.org](mailto:ewolanski@lcbmh.org) or at (440) 787-2076. If the principal or designee seeks out a different agency to provide consultation, education or prevention services within his/her school, without following this process, these services will not be funded by LCBMH.

In agreement with the above expectations we hereto affix our signatures.

\_\_\_\_\_  
Printed Name of Superintendent or Designee

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

*Elizabeth Wolanski/VR*  
Elizabeth Wolanski, Child & Adolescent Services Director

*2018.04.20*  
Date

# Interagency Agreement

Between

Early Head Start & Head Start (EHS&HS)  
&  
Lorain County Board of Developmental Disabilities (LCBDD)  
&  
Lorain County Local Education Agencies  
&  
Early Intervention Services of Lorain County

For children from birth to entrance to Kindergarten\*

***Effective for the Period of  
July 1, 2018 to June 30, 2019***

\*Currently this document focuses on birth to age three

## TABLE OF CONTENTS

Introduction.....	3
Agency Description and Responsibilities.....	5
School District Contact List.....	6
Definitions and Acronyms.....	9
Child Find (Outreach of Infants, Toddlers, & Children with Disabilities).....	13
Shared Resource and Training.....	14
Referral Process.....	15
Screening, Evaluation and Assessment.....	17
Eligibility Determination.....	20
Development and Service Delivery of Plans (IFSP/IEP).....	24
Transition from Part C (HMG) to Part B (LEA at age).....	27
Signature page.....	30
<b>Appendix</b>	
• Preschool Transition Conference Form .....	31
• Help Me Grow ODH Appendix 07-A List of Diagnosed Physical or Mental Conditions which have a High Probability of Resulting in a Developmental Delay.....	32

# INTRODUCTION

## PURPOSE

The purpose of this agreement is to ensure interagency collaboration within Lorain County in the implementation of a comprehensive service delivery system for families with children birth through enrollment into Kindergarten and coordinated transition processes. *Operating Standards for Ohio's Schools, Head Start Act (2007), and the Ohio Administrative Code* all require or encourage interagency agreements. This document integrates all of the requirements. Our commitment is to:

- Provide services that are of the highest possible quality.
- Implement a mutually beneficial, family-friendly process of transition.
- Ensure the needs and aspirations of families and children are at the center of each child's individual service delivery.
- Promote the partnerships between and among the participants and the families they serve.
- Provide information and supports to families during the transition process to ensure effective participation from all agencies.
- Collaborate to ensure compliance with state and federal regulations related to the identification and education of children birth to age 5 with disabilities, including Part C Help Me Grow services to Part B Preschool Special Education Programs or other appropriate services.
- Keep each other well informed.
- Avoid duplication of effort and service.

This agreement will be reviewed annually by all parties and defines the roles and responsibilities of the participants. The agreement has been written in accordance with the Joint Agreement between the Federal Region V & XII Administration for Children and Families, the Ohio Department of Education, the Ohio Department of Health, the Ohio Department of Developmental Disabilities regarding Provisions of Services under Help Me Grow.

It is the intent of this agreement to continue to address the complexity of system interaction and collaboration within Lorain County.

## AUTHORITY

- Part C and B of the Individuals with Disabilities Education Improvement Act (IDEIA-2004)
- The Americans with Disabilities Act of 1990
- Head Start Act Sec. 635 [42 U.S.C. 9801]
- Head Start Regulations, Title 45 of the Code of Federal Regulations, Parts 1301 through 1311
- ODE Operating Standards for Ohio Schools Serving Children with Disabilities, July 1, 2009
- Ohio Operating Standards for Ohio Educational Agencies serving Children with Disabilities (2014)
- Ohio Revised Code 3323
- Health Information Portability Accountability Act of 1996
- Family Educational Rights and Privacy Act, 34 CFR Part 99; ORC 3319.321
- Interdepartmental Agreement between ODE/ODH 2002
- Head Start Reauthorization Public Law 110-134
- Child Abuse Prevention and Treatment Act (CAPTA) of 1997
- Ohio Administrative Code: Rules 3701-8- 01 through 3701-8-10 (with exception of 3701-8-05)

## **PARTICIPANTS RESPONSIBILITIES**

- Each participant agrees to continue existing responsibilities as required by the above *AUTHORITY* and to abide by any changes in Federal and/or State law that may occur during the implementation of this agreement.
- Each participant agrees to participate in the overall coordination and implementation of services as outlined in this agreement.
- The Transition Committee, with representation from the Lorain County Local Education Agencies, Early Head Start/Head Start, Early Intervention and the Lorain County Board of Developmental Disabilities will continue to provide joint planning and oversight to the transition process on annual basis in Lorain County along with its LEA Partners to ensure the effectiveness and integrity of this document to support needed services and supports.

This Interagency Agreement will be in effect when all participants' signatures are secured and will remain in effect until a new agreement is signed. Each participant agency will maintain signatures on file. This Agreement will be reviewed at least annually and reauthorized in accordance with state and federal guidelines. Suggestions for amendments of changes may be presented to the Transition Committee at any time by any of the participants.

## **CONFIDENTIALLY**

Each participant agrees to abide by the Health Information Portability Accountability Act, the Family Educational Rights and Privacy Act, and the IDEA as applicable.



## **AGENCY DESCRIPTION & RESPONSIBILITIES**

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

Established in 1967 by the Ohio General Assembly, the LCBDD serves individuals of all ages who have developmental disabilities, through a wide variety of supports and services. LCBDD provides Early Intervention services and supports as a valued provider to Help Me Grow – Early Intervention families, Preschool Special Education, and school age special education services, as part of the continuum of services available to families and LEA's and access to other support services for eligible individuals and their families regardless of their service provider(s).

Lorain County Board of Developmental Disabilities (LCBDD)

Murray Ridge School

9750 Infirmary Road

Elyria OH 44035

Contact: Dann Swift, Director of Children and Educational Services

Phone: 440-329-3760

[dswift@murrayridgecenter.org](mailto:dswift@murrayridgecenter.org)

### **Early Head Start (EHS)**

Early Head Start (EHS) was established on recommendations made by an Advisory Committee on Services for Families with infants and toddlers in 1994. The committee was formed by the Secretary of Health and Human Services. The committee identified four cornerstones of program quality: *Child Development, Family Development, Community Development and Staff Development*. The mission of the program is to promote healthy prenatal outcomes for pregnant women, enhance the development of very young children, and promote healthy functioning families with infants and toddlers whose income is below federal poverty guidelines. EHS is mandated to have 10% of the total enrollment be children with disabilities. Early Head Start services are administered locally by the Lorain County Community Action Agency.

Lorain County Community Action Agency

Early Head Start (EHS)

936 Broadway Ave

Lorain OH 44052

Contact: Shauna Matelski, Head Start Director

Phone: (440) 204-3148

[smatelski@lccaa.net](mailto:smatelski@lccaa.net)

### **Head Start (HS)**

Head Start (HS) is a comprehensive child development program funded through the Federal government under the U.S. Department of Health and Human Services Administration for Children and Families, serving children ages 3 through 5 years of age from low-income families. Head Start provides a full range of individualized services in the areas of early childhood development, social services, medical, dental, nutrition, mental health, parent involvement, fatherhood, and disabilities. Head Start is mandated to serve 10% of the total funded enrollment for children with disabilities. Head Start services are administered locally by the Lorain County Community Action Agency.

Head Start (HS)  
 936 Broadway Ave  
 Lorain OH 44052  
 Contact: Shauna Matelski, Head Start Director  
 Phone: (440) 204-3148  
[smatelski@lccaa.net](mailto:smatelski@lccaa.net)

**Lorain County Early Intervention Services**

Early Intervention is a statewide system that provides coordinated services to parents of infants and toddlers with disabilities or developmental delays in Ohio. Early Intervention is funded through federal and state dollars, and is administered locally by Lorain County Families and Children First Council (LCCFC), a department of the Lorain County Commissioners, through identified contracted service providers.

Lorain County Children and Families Council (LCCFC)  
 Lorain County –Early Intervention  
 226 Middle Avenue  
 Elyria, OH 44035  
 Contact: Doug Messer, Interim Director  
 Phone: (440) 328-2492  
[dmesser@loraincounty.us](mailto:dmesser@loraincounty.us)

**Local Education Agency (LEA)**

The term local educational agency means a public board of education, or other public authority legally constituted with a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for such combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools 20 USC \*\* 1402(19) (A). Contact your local Board of Education for further information.

**Superintendents/LEA Contacts:**

Responsible for LEA services to young children who reside within school boundaries for Lorain County Interagency Agreement purposes: *(as of September 2011 and revised annually)*

**Superintendents**

**LEA Contact Person**

LEA	Supt. Name	Phone	Email	LEA School Year Contact	Phone	Email
Amherst Ex Vi 185 Forest St Amherst 44001	Steve Sayers	440-988-4413 Fax 988-3700	<a href="mailto:Steve_sayers@amherstk12.org">Steve_sayers@amherstk12.org</a>	Sarah Walker, Dir of Spec Ed	440-988-4406 Fax 988-4413	<a href="mailto:sarah_walker@amherstk12.org">sarah_walker@amherstk12.org</a>
Avon Local 36600 Detroit Avon 44011	Michael Laub	440-937-4680 Fax 937-4688	<a href="mailto:laubm@avoneag.es.org">laubm@avoneag.es.org</a>	Debora Dennis, Dir of Spec Ed	440-934-4346 Fax 934-3043	<a href="mailto:dennisd@avoneagles.org">dennisd@avoneagles.org</a>

Avon Lake City 175 Avon Belden Rd Avon Lake City 44012	Robert Scott	440-933-6210 Fax 933-6711	<a href="mailto:Robert.scott@avonlakecityschools.org">Robert.scott@avonlakecityschools.org</a>	Jennifer Fazio Spec Ed Sup Redwood Elem 32967 Redwood	440-930-8226 Fax 930-6230	<a href="mailto:Jennifer.fazio@avonlakecityschools.org">Jennifer.fazio@avonlakecityschools.org</a>
Black River 257 A County Road 40 Sullivan, 44880	Chris Clark	419-736-3300 Ext 101	<a href="mailto:cclark@blrv.org">cclark@blrv.org</a>	Angelique Kuba, Special Ed Coord	419-736-3300 ext 108	<a href="mailto:akuba@blrv.org">akuba@blrv.org</a>
Clearview Local 4700 Broadway Lorain 44052	Jerome Davis	440-233-5412 Fax 233-6034	<a href="mailto:Jerome.Davis@clearviewschools.org">Jerome.Davis@clearviewschools.org</a>	Lisa Ryan, Spec Ed Sup	440-233-5412 ext. 1013	<a href="mailto:lisa.ryan@clearviewschool.org">lisa.ryan@clearviewschool.org</a>
Columbia Local 25796 Royalton Columbia Station 44028	Graig Bansek	440-236-5008 Fax 236-8817	<a href="mailto:bansekg@columbia.k12.oh.us">bansekg@columbia.k12.oh.us</a>	Judith Skoczen Dir of Special Education	440-236-5021 Fax 236-8817	<a href="mailto:Skoczeni@columbia.k12.oh.us">Skoczeni@columbia.k12.oh.us</a>
Educational Service Center 1885 Lake Rd Elyria OH 44035	Greg Ring	440-324-5777 x 1102  Fax 324-7355	<a href="mailto:rng@esclc.org">rng@esclc.org</a>	Elizabeth Fleming, Supervisor, Early Learning Center	440-324-3178 ext 1141 Fax 324-3179	<a href="mailto:fleming@esclc.org">fleming@esclc.org</a>
Elyria City 42101 Griswold Elyria 44035	Thomas Jama	440-284-8201 Fax 284-0678	<a href="mailto:jamathomas@elyriaschools.org">jamathomas@elyriaschools.org</a>	Jackie Plantner Principal, Elyria Early Childhood Village	440-284-8250 Fax 284-8162	<a href="mailto:PlantnerJacqueline@elyriaschools.org">PlantnerJacqueline@elyriaschools.org</a>
Firelands Local 112 North Lake South Amherst 44001	Mike Von Gunten	440-965-5821 Fax 986-5990	<a href="mailto:mvangunten@firelandsschools.org">mvangunten@firelandsschools.org</a>	Dr. Edward Roshong/Dir of Special Education	440-965-5821 Fax 986-5990	<a href="mailto:eroshong@firelandsschools.org">eroshong@firelandsschools.org</a>
Keystone Local 301 Liberty St LaGrange 44050	Franco Gallo	440-355-5132 Fax 355-6052	<a href="mailto:franco.gallo@keystone.k12.oh.us">franco.gallo@keystone.k12.oh.us</a>	Jacqueline Vance Special Ed Director	440-355-4207 Fax 355-6052	<a href="mailto:Jacqueline.Vance@keystone.k12.oh.us">Jacqueline.Vance@keystone.k12.oh.us</a>
Lorain City 2350 Pole Ave Lorain 44052	CEO, David Hardy	440-830-4000 Fax 282-9151	<a href="mailto:DHardy@loraincsd.org">DHardy@loraincsd.org</a>	Doreen Morell, Dir Student Services Linda Coad, Supervisor	440-830-4040 Fax 233-2341  440-830-4042	<a href="mailto:Dmorell@loraincsd.org">Dmorell@loraincsd.org</a>  <a href="mailto:lccoad@loraincsd.org">lccoad@loraincsd.org</a>
Midview Local 13050 Durkee Grafton 44044	Bruce Willingham	440-748-5353  Fax 748-5395	<a href="mailto:bwillingham@midviewk12.org">bwillingham@midviewk12.org</a>	Sharon Novak, Director of Pupil Services	440-748-2305 ext. 5309	<a href="mailto:snovak@midviewk12.org">snovak@midviewk12.org</a>
North Point ESC 1210 E Bogart Rd Sandusky OH 44870	Douglas Crooks	419-627-3900 ext 3907 Fax 627-3999	<a href="mailto:dcrooks@npesc.org">dcrooks@npesc.org</a>	Amy St Marie, Preschool Supervisor	419-327-0927 Fax 627-3980	<a href="mailto:astmarie@npesc.org">astmarie@npesc.org</a>

North Ridgeville City Schools  34620 Bainbridge Rd North Ridgeville, Oh, 44039	James Powell	440-327-4444 Fax 440-230-8363	<a href="mailto:JimPowell@nracs.net">JimPowell@nracs.net</a>	Julie d'Aliberti, Special Ed Sup	440-353-1136 Fax 353-1155	<a href="mailto:JuliedAliberti@nracs.net">JuliedAliberti@nracs.net</a>
New London Local Schools Wildcat Drive New London OH 44851	Brad Romano	419-929-1586 ext 8	<a href="mailto:bromano@newlondon.k12.oh.us">bromano@newlondon.k12.oh.us</a>	Melissa Vorhies, Special Ed Supervisor	419-929-1586 x5116 Fax 929-9510	<a href="mailto:mvorhies@newlondon.k12.oh.us">mvorhies@newlondon.k12.oh.us</a>
Mapleton Local School District 635 Co Road 801 Ashland OH 44805	Rodney Hopton	419-945-8170	<a href="mailto:mapl_rhopton@tccsa.net">mapl_rhopton@tccsa.net</a>	Michelle Roblin, Elementary Principle	419-945-2188  FAX 419-945-8119	<a href="mailto:Magl_mroblin@tccsa.net">Magl_mroblin@tccsa.net</a>
Oberlin City 153 North Main St Oberlin 44074	Dave Hall	440-774-4601	<a href="mailto:dhall@oberlinschools.net">dhall@oberlinschools.net</a>	Jim Eibel, Dir of Pupil Services	440-776-4559 Fax 774-4492	<a href="mailto:Jeibel@oberlinschools.org">Jeibel@oberlinschools.org</a>
Olmsted Falls City Schools 26937 Bagley Road Olmstead Falls, OH 44138	James Lloyd	440-427-6000 Fax 427-6010	<a href="mailto:jlloyd@ofcs.net">jlloyd@ofcs.net</a>	Melinda Brunner, Dir of EC Center	440-427-6361 Fax 427-6010	<a href="mailto:mbrunner@ofcs.net">mbrunner@ofcs.net</a>
Sheffield/Sheffield Lake 1824 Harris Rd Sheffield 44054	Michael Cook	440-949-6181  Direct line- 440-949-4202  Fax # 440-949-4204	<a href="mailto:mcook@sheffield.k12.oh.us">mcook@sheffield.k12.oh.us</a>	Mariah Hall, Director of Special Education	440-949-4211 or 949-9247	<a href="mailto:mhall@sheffieldschools.org">mhall@sheffieldschools.org</a>
Strongsville City School District 18199 Cook Ave Strongsville OH	Cameron Ryba	440-572-7010  FAX 572-7041	<a href="mailto:cryba@scsmustangs.org">cryba@scsmustangs.org</a>	Megan Surso, Principal Jena Scanner, PSY Andy Trujillo, Director of Special Ed	440-268-5989  440-268-5348  FAX 440-846-3227	<a href="mailto:msurso@scsmustangs.org">msurso@scsmustangs.org</a>  <a href="mailto:jscanner@scsmustangs.org">jscanner@scsmustangs.org</a>  <a href="mailto:jarnone@scsmustangs.org">jarnone@scsmustangs.org</a>  Jena's phone is 440-268-5348
Vermilion Local 1230 Beech view Vermilion 44089	Philip Pempin	440-204-1700 Fax 204-1774	<a href="mailto:ppempin@vermilionschools.org">ppempin@vermilionschools.org</a>	Karen Blackburn Special Ed Dir 1250 Sanford St Vermilion 44089	440-204-1701 ext 336  Fax 204-1730	<a href="mailto:aabernathy@vermilionschools.org">aabernathy@vermilionschools.org</a>
Wellington Ex Vi 305 Union St Wellington 44090	Edward Weber	440-647-4286 Fax 647-7305	<a href="mailto:eweber@wellington.k12.oh.us">eweber@wellington.k12.oh.us</a>	Lynne Shields, Special Ed Supervisor	440-647-7934 Fax 647-1089	<a href="mailto:lshields@wellington.k12.oh.us">lshields@wellington.k12.oh.us</a>

## DEFINITIONS & ACRONYMS

**ADEP Autism Diagnosis Education Project:** A local community-based process/collaborative that enables parents to obtain a timely diagnosis for their child so that the child can receive early intervention and obtain supports and services, as needed. It is coordinated and funded collaboratively between the Ohio Department of Developmental Disabilities and the Ohio Center for Autism and Low Incidence (OCALI).

**ADOS Autism Diagnostic Observation Schedule:** A standardized assessment instrument used to assess children suspected of having autism. It consists of a series of play-based activities that look at the social and communication interaction between the examiner and the child. The ADOS is administered by a Developmental Specialist through the Lorain County Board of Developmental Disabilities.

**ASQ Ages & Stages Questionnaire:** A parent/caregiver completed questionnaire for children 3 months (11 month) to 5 years, accurately identifies children at risk for developmental delay and encourages parent involvement.

**ASQ-SE Ages & Stages Questionnaire (Social Emotional):** A brief screening procedure completed by parent or caregiver which is designed to identify children who are at risk for social-emotional delays and may benefit from further referral to appropriate agencies.

**BATTELLE Developmental Inventory, Second Edition:** (BDI-2) a development assessment tool used to screen and evaluate early childhood milestones measuring the personal-social, adaptive, motor, communication and cognitive ability in children ages birth to 7 years 11 months.

**Developmental Specialist:** A person certified by ODODD to provide a coaching interaction style with families in order to support them in regards to understanding the special developmental needs of their child.

**DODD Ohio Department of Development Disabilities:** The Ohio DODD is the lead state agent responsible for the implementation of **Early Intervention Services**.

**ECCC Early Childhood Coordinating Committee:** The ECCC assists the Lorain County Children and Families Council in the design, coordination and implementation of a comprehensive, coordinated, interdisciplinary, family-centered system of services for families with an infant or toddler at risk for and with developmental disabilities or delays. This committee is established through, or in accordance with, Lorain County Children and Families Council.

**ELA Early Learning Assessment:** Early Learning Assessment is a part of Ohio's Ready for Kindergarten Assessment System. The assessment is designed to aid teachers in determining where children are in their readiness for kindergarten. The Early Learning Assessment will provide information for teachers about children from early preschool to kindergarten. The assessment focuses on seven areas of a child's growth and development: Social Foundations (including social and emotional development, and

approaches toward learning), Mathematics, Science, Social Studies, Language and Literacy, Physical Well-being and Motor Development & Fine Arts.

**Evidence-based Early Intervention (EBEI):** Early Intervention is to assure that families who have children ages birth to three, with diagnosed disabilities, developmental delays or substantial risk of significant delays receive resources and supports that assist them in maximizing their child's development while respecting the diversity of families and communities. Evidence Based EI practices use research-based strategies that involve teaming with a core team of professionals and parent coaching that include joint planning, observation, action, reflection and feedback. Coaching is defined as an adult learning strategy in which the coach or EI Primary Service Provider promotes the parent's ability to learn new parenting skills to enhance the development of their child in the natural environment and within their daily routines.

**OELDS Ohio's Early Learning and Development Standards:** The early learning and development standards describe essential concepts and skills for young children within five domains (and sub-domain) areas: English/Language Arts, Cognition and General Knowledge (Mathematics, Science and Social Studies), Social and Emotional Development, Approaches Toward Learning, and Physical Well-Being and Motor Development.

**ECO/ECOSF/COS Early Childhood Outcomes Summary Form/Child Outcome Summary:** A mechanism to gather input from family and service providers, assess functional outcomes across multiple domains, and document the ongoing assessment and progress of individual children Early Intervention completes the COS, with information embedded in IFSP, at multiple points: initially, with development of IFSP, annually, as part of the redetermination process for need and/or eligibility and at exit when participation with the HMG Early Intervention program has ended.

**ETR Evaluation Team Report:** A written report completed by the LEA for children who are referred and suspected of having a disability. This report documents the evaluation results and recommendations of the multidisciplinary team and determines whether a child has a disability. ETR reports the team finding of eligibility or continued eligibility.

**FAPE Free Appropriate Public Education:** The term 'free appropriate public education' means special education and related services that have been provided at public expense, under public supervision and direction, and without charge; meet the standards of the State educational agency; and are provided in conformity with the individualized education program required under section 614(d). 20 USC \*\* 1402(9).

**HSELOF Head Start Early Learning Outcomes Framework:** Ages Birth to Five (HSELOF, 2015) replaces the Head Start Child Development and Early Learning Framework (HSCDEL, 2010). It presents five broad areas of early learning, referred to as central domains.

**IAA Interagency Agreement:** A document that defines agreed upon processes for multiple agencies on behalf of the children and families they serve.

**IDEIA/IDEA Individuals with Disabilities Education Improvement Act of 2004:** Federal legislation ensuring that free and appropriate public education is available to all eligible children with disabilities from birth to graduation from High School or age 22.

**IEP Individual Education Program:** The term ‘individual education program’ or ‘IEP’ means a written document for each child with a disability that is developed, reviewed, and revised by a team in accordance with section 614(d). 20 USC \*\* 1402 (14). This is an LEA responsibility.

**Informed Clinical Opinion (ICO):** Informed Clinical Opinion mean the professional knowledge and expert opinion used to reach decisions about a child’s functional and behavioral strengths and needs during the evaluation and assessment processes.

**IFSP Individualized Family Service Plan (Form HEA 7720):** The IFSP is the interaction, collaboration and partnership between parents and providers resulting in a written plan that lists outcomes for individual families and children (birth to 3), describing resources/services and their coordination to support stated outcomes. The purpose of the IFSP is to identify and organize formal and informal resources to facilitate families’ goals for their children and themselves. Each county FCFC shall assure that an IFSP is developed in conjunction with the family and implemented for each eligible participant no later than forty-five days after program referral to Early Intervention of an infant or toddler eligible under paragraph (C) of rule 3701-8-07.1 of the Administrative Code. The IFSP shall be developed in accordance with 34 C.F.R. sections 303.340 to 303.346, and as in effect on July 1, 2010.

**LCCFC Lorain County Children and Families Council:** LCCFC is a department of the Lorain County Commissioners and is established under Ohio Revised Code (ORC 121.37). LCCFC is a council of government and social service systems within Lorain County that is responsible for monitoring, assessing, and planning for outcome to improve child well-being. LCCFC administers and serves as the contract manager for Early Intervention Service Coordination program. At the State level, Council is known as Ohio Family and Children First Council (OFCFC).

**LEA Local Education Agency:** The LEA refers to the public school district, or in rural areas, a body that oversees multiple public schools. The responsibilities of a LEA may include operating the public school system, distributing grant money to school projects, and contracting for educational services.

**LRE Least Restrictive Environment:** Means to the maximum extent appropriate, children with disabilities are educated with children who are not disabled; and that special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. 20USC1412 (a) (5) (A).

**MDT Multidisciplinary Team (Head Start):** The Head Start multidisciplinary team meets to discuss whether a child is at risk by reviewing screening and assessment data and information provided by the family. The team must assure that the evaluation findings and recommendations as well as information from other pertinent staff and the parent(s) are considered in making the determination. The multidisciplinary team may include parents, teachers, LEA/HMG Staff, support staff from social services,

health, team leader, and pertinent staff knowledgeable in the area of the suspected disability. 45 CFR (1308.6 (e)(5); 45 CFR (1308.19)

**MFE Multi-Factored Evaluation:** The process of using more than one test/evaluation procedure by more than one evaluator including interviews, observation, standardized and criterion referenced assessments to determine a child's level of functioning. This is an LEA responsibility.

**ODE/OELSR Ohio Department of Education-Office of Early Learning & School Readiness:** ODE is the lead agency responsible for the implementation of IDEIA Part B Education for Children with Disabilities in Ohio. The Office of Early Learning and School Readiness provides leadership and oversight to the Early Education and Care Community and administers programs, including preschool special education, that supports the educational experiences of young children and prepares them to learn and succeed in school.

**ODH Ohio Department of Health:** ODH is the lead agency responsible for the implementation of Help Me Grow Home Visiting Services.

**OFCFC Ohio Family and Children First Council:** Ohio Family and Children First Council is a partnership of government agencies and community organizations committed to improving the well-being of children and families. Created in April 1994 and mandated by the Ohio Revised Code (ORC 121.37) in 1997, the Council provides for a service coordination mechanism at the county level. In Lorain County, this council is known as Lorain County Children and Families Council (LCCFC).

**PSTC Preschool Transition Conference (TPC as referenced below):** This meeting is held at least 90 calendar days prior to the child's 3<sup>rd</sup> birthday but not more than nine months prior to the 3<sup>rd</sup> birthday for all children in Help Me Grow Part C. The meeting includes the service coordinator, parent, and other invited participants, i.e. LEA, classroom or home based teacher. The LEA is required to attend unless the parent has refused LEA attendance. PSTC is the term used by LEA/Part B.

**RBI The Routines-Based Interview™:** RBI is a clinical, semi-structured interview designed to establish a positive relationship with the family while obtaining a rich description of child and family functioning. The interview results in a list of outcomes/goals chosen by the family to be included in the development of the Help Me Grow Individual Family Service Plan.

**SST-2 State Support Team- Region 2:** One of the Ohio Department of Education's 16 regional State Support Teams supporting school improvement, literacy, special education and early learning and school readiness, SST-2 serves Lorain, Erie and Huron Counties and is housed at the Lorain County Educational Service Center in Elyria.

**SC Service Coordinator (Early Intervention Service Coordinators):** A contracted professional assigned to carry out activities that assist and enable a child and the child's family to receive the rights, procedural safeguards, and coordination of services and supports that are authorized to be provided under Early Intervention. This includes determining eligibility and coordinating services identified on the IFSP for Part C children and their families.



**Special Instruction:** Services provided by qualified personnel to design learning environments and activities that promote an infant or toddler's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the IFSP for the infant or toddler with a disability; providing families with a coaching interaction style to enhance the skill development of the child.

**TPC Transition Planning Conference (PSTC as referenced above):** This meeting is held at least 90 calendar days prior to the child's 3<sup>rd</sup> birthday but not more than nine months prior to the 3<sup>rd</sup> birthday for all children in Early Intervention Services. The meeting includes the service coordinator, parent, and other invited participants, i.e. LEA, Head Start classroom or home based teacher. The LEA is required to attend unless the parent has refused LEA attendance. TPC is the term used by Early Intervention. The purpose of the meeting is to discuss future placements, steps and procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting after the child transitions out of early intervention.

## CHILD FIND

All participating agencies engage in outreach activities designed to locate families with children who may have a delay or disability in order to provide information concerning available services.

### Ohio Department of Health Central Coordination: Cleveland Sight Center

The Ohio Department of Health in partnership with Ohio Department of Developmental Disabilities provides statewide Child Find and outreach services through a contract with Cleveland Sight Center. ODH and DODD maintain a coordinated and comprehensive child find system for children birth to three that includes public awareness and outreach activities performed by contracted entities across the state.

- Help Me Grow will identify children potentially eligible for Early Intervention through screenings and evaluations; will refer to the appropriate service(s) with parental permission.
- 1-800-755-4769 (GROW)

### Early Head Start/Head Start

- Disseminate Head Start, LCBDD, HMG- Early Intervention, HMG – Home Visiting, LEA and other appropriate brochures at events for families in the community.
- Provide joint educational information sessions with HMG – Early Intervention, LCBDD, and LEA re: Referral and Evaluation process.
- Distribute flyers regarding seminars, training, informational meetings or provide newsletters/information received from HS, HMG programs, LCBDD, and LEA
- Provide outreach to potential referral sources in the county.
- Distribute recruitment information that offers services to families whose children may have special needs.
- Report to HMG Central Coordination and LEA of children NOT receiving services and are suspected or at risk. These children may not be enrolled in the Early Head Start program.

### **Local Education Agency**

- Each school district shall adopt and implement procedures that ensure all children below twenty-two years of age residing within the district who have a disability, regardless of the severity of their disability, and who are in need of special education and related services are identified, located, and evaluated. (3301-51-03)
- Upon receipt of information of children ages prenatal to age three, the LEA will share resource information with the parent about Early Intervention services and/or Early Head Start.

### **Lorain County Board of Developmental Disabilities**

- LCBDD refers families with a suspected delay or disability to Central Coordination Office as appropriate.

## **SHARED RESOURCE & TRAINING**

All participating agencies commit to share information regarding training opportunities and community resources with partners as well as families.

### **ODH and DODD's-Central Coordination Office**

Maintains an electronic and paper version of an Early Intervention Service Directory to include the following Early Intervention Services: Audiology Services; Family Training, Counseling, and Home Visits; Health Services; Medical Services; Nursing Services; Nutrition Services; Occupational Therapy; Physical Therapy; Psychological Services; Service Coordination Services; Sign Language and Cued Language Services; Social Work Services; Special Instruction; Speech-language Pathology Services; Transportation (and Related Costs); and Vision Services.

### **Early Head Start/Head Start**

Maintain a Community Resource Guide and provide a copy to HMG, LCBDD, and each LEA.

### **Local Education Agency**

Provide annual updated Superintendent/Preschool Special Education Contact Person information and review on annual basis. This will be revised and distributed by the Regional Coordinator of Early Learning and School Readiness at the SST #2 to HMG; Head Start; and LCBDD. The current list is embedded in this document. See page 6.

### **State Support Team (SST) #2**

Workshops, trainings, professional development and technical assistance are available through the SST. Information can be found on the web site [www.sstr2.org](http://www.sstr2.org). and through contact with the Regional Coordinator of Early Learning and School Readiness.

### **IAA Partner Team**

All IAA partners commit to conducting an annual joint training and networking session with representatives from all districts invited. The focus of the training will include a review of the IAA and discussion of strategies to improve timely and accurate transition processes for families.

## REFERRAL PROCESS

The term referral has two meanings in this document:

1. In general, refer/referral means contacting and sending on information for consideration.
2. Once a child is suspected of having a disability, the term referral follows the definition in the Ohio Operating Standards for children with disabilities. "Referral" is defined to mean the date the public school district or community school receives a parent's, school district's or other educational agency's request for an initial evaluation or reevaluation. [(B) (51) page 2 Ohio Operating Standards for Ohio Educational Agencies serving Children with Disabilities.

### Early Intervention

*Receiving Referral* (When a child is suspected of a delay or disability by the parent or a referring agency)

- Central Coordination Services will establish and maintain one single contact phone number (1-800-729-8687) or 1-800-729-TOTS Line that is widely publicized for referrals to Help Me Grow Early Intervention and HMG Home Visiting services.
- Upon receipt of a HMG system referral into Central Coordination, a total of up to three attempts to contact family are made within ten calendar days after the initial system referral. The parent will need to communicate their interest in HMG before a program referral is made and an Early Intervention Service Coordinator is assigned. The referral is then assigned to a Service Coordinator who, pursuant to local policy, attempts to contact the family within two business days of being assigned. Rule requires contact to be made in a timeframe that allows for the 45 Day Timeline to be met, meaning Screenings, Evaluation/Assessment, and IFSP are completed within 45 days of the program referral.
- All referral information received will be entered into the Early Intervention Data System (EIDS) within one business day.
- A follow up referral form is completed and mailed to the original referral source within 10 days of receipt of the system referral by Central Coordination Intake.
- For any child with a substantiated abuse or neglect case as substantiated by Lorain County Children Services (LCCS) and who meets the criteria established by CAPTA, HMG will receive the referral on Form HEA 8021 from the public children services agency (PCSA) and assigns this referral to a service coordinator as a Part C Early Intervention referral same day as a referral date. PCSA referrals are assigned in same process as all referrals and may take 1-3 days, depending on day/time received, holidays, etc.

### *Sending Referral:*

- Referral to the LEA or Other Community programs shall be coordinated by HMG
- Assist families through the formal transition process to public special education preschool, Head Start or other locations. (see Transition section)
- If Central Coordination determines the family would be eligible to meet the criteria for the HMG Home Visiting program, a program referral will be made to an ODH-contracted Home Visiting provider in the County within one business day and once verbal consent is communicated by the parent.
- For a child referred without a suspected disability, as defined by Part B, a referral shall be made directly to Head Start, childcare or other community programs of interest to the parent. A service coordinator shall not be assigned.

- For a child with a suspected disability, who is referred to HMG Central Coordination, 45 days or fewer before his/her 3<sup>rd</sup> birthday, parents will be notified that they are not eligible to receive HMG due to the timeline and will be given the LEA contact information. HMG Part C services will not be provided.

### **Early Head Start**

#### **Sending Referral**

For children with a suspected disability:

- Review existing information and gather documentation to determine next steps based upon Early Head Start staffing recommendations.
- Ensure that enrolled children suspected of having a disability are referred to HMG Early Intervention for age appropriate services, and coordinate services with HMG Early Intervention.
- Any child enrolled in Early Head Start and is suspected of having a disability and who is 45 days or fewer before his/her 3<sup>rd</sup> birthday shall be referred directly to the LEA. This referral requires parental consent.
- The Education/Disabilities Manager shall be contacted for transition and documentation. Pamela Butas at (440)204-3124 pbutas@lccaa.net

### **Head Start**

#### **Sending Referral**

- Review existing information and gather documentation to determine next steps based upon Head Start Staffing recommendations.
- Refer children enrolled in HS, with suspected disabilities to the LEA through the Head Start Referral Form.
- Contact the family when screening/evaluation results indicate a suspected disability, to share information and obtain permission to share that information gathered with the appropriate LEA.
- Any child enrolled in Head Start and is suspected of having a disability and who is 45 days or fewer before his/her 3<sup>rd</sup> birthday shall be referred directly to the LEA. This referral requires parental consent.
- The Education/Disabilities Manager shall be contacted for transition and documentation. Pamela Butas at (440)204-3124 pbutas@lccaa.net

**Local Education Agency:** Part B Preschool (3-5) (for children who are who are not a part of a transition from Part C) (See page 26 "Transition" for children exiting HMG and transitioning into Part B services)

***Receiving Referrals:*** (Receiving referrals from parents or other entities only for children who are NOT receiving Part C services). (See page 26 "Transition" for children exiting HMG and transitioning into Part B services)

- Upon receipt of a referral/invitation from a parent(s)/legal guardian (as defined in IDEA and Ohio Operating Standards for the Education of Children with Disabilities) receiving Head Start services or other providers, the LEA will verify that permission to proceed has been obtained.
- At the time of the initial contact with the parent, a meeting/screening is scheduled with the parent and other relevant agencies. This information will determine what activities are needed to support the child and address related concerns. This is the "referral" date. The referral date is the date that the LEA receives a parent's, school district's or other educational agency's request for an initial evaluation.

- The LEA will, within 30 days of receipt of a request for an evaluation from either a parent of a child or a public agency, either obtain parental consent for an initial evaluation or provide to the parents prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.
- The LEA, within 30 days of receipt of a referral, will provide parent with procedural safeguards and prior written notice documenting either refusal or proposal to initiate an evaluation, depending on the nature of the case:
  - If a disability is NOT suspected:
    - The LEA will provide “*Whose IDEA Is This?*” and written notice (PR01) documenting that a disability is currently not suspected.
    - The LEA will offer information about other early childhood services such as Head Start, Childcare Resource Center (CCRC), and the public preschool programs.
  - When there is not enough information available to determine whether or not a disability is suspected:
    - Screening activities are conducted within 30 calendar days from the referral date in order to assist in deciding whether or not a disability is suspected. All subsequent timelines are followed depending on the outcome of the screening.
  - When there is a Suspected Disability:
    - The LEA will, within 30 days of the referral date, develop an assessment plan based on a review of existing data and parent reports to identify what additional information is needed to determine the presence of a disability.
    - The LEA will provide the parent/legal guardian with the following documents:
      - Prior Written Notice to Parent (PR-01); Referral for evaluation (PR-04); Parent Consent for Evaluation (PR-05); Whose IDEA Is This, Evaluation Planning Form (part of PR-06)
- LEA will provide releases to agencies involved.

### **Lorain County Board of Developmental Disabilities**

*Receiving Part C Early Intervention (0-3) referral from HMG:*

- A request for special instruction is received from an Early Intervention Service Coordinator. Authorization to Release/Receive information and any other supportive documentation is also provided. LCBDD will receive referrals, appropriate screenings, evaluations and required documents from HMG.
- The most likely Primary Service Provider (PSP) is determined at weekly team meetings and assigned to a LCBDD Developmental Specialist. The documented referral for special instruction is provided by the Early Intervention Service Coordinator.

## **SCREENING, EVALUATION and ASSESSMENT**

### **Early Intervention Services**

**In order to determine Part C eligibility, substantiate suspected developmental delays, and determine need for early intervention services, Early Intervention (EI) will perform the necessary and required measures in accordance with Ohio Administrative Code 3701-8-07 as outlined below upon written consent by the parent:**

### **Screening:**

- A child referred to the EI system with a suspected developmental delay may be screened first once parent consent has been obtained on HEA Form 8018. ASQ and the ASQ-SE tools will be used to determine whether there is a need to conduct a developmental evaluation. Parents can request an evaluation regardless of screening results.
- All children referred to Early Intervention will receive hearing, nutrition, and vision screenings, unless available documentation shows a screening has been done in the last six months by a qualified professional. In addition, if the child has a diagnosis related to vision, hearing, or nutrition at the time of the referral, the child may not be screened by the Service Coordinator.
- If a family referred to or enrolled in the EI program expresses a concern about autism the child may be referred to the ADEP program for an enhanced evaluation after HMG eligibility is established or referred to a Developmental Pediatrician for consultation.

### **Evaluation**

- A child referred to the EI System for a suspected developmental disability will be referred for a multidisciplinary evaluation once parent consent has been obtained on HEA Form 8018.
- Enhanced Evaluation Services as defined for those HMG children who have voluntarily selected to receive services by the Lorain County Board of Developmental Disabilities as defined in Section "Screening" above who have expressed a concern about autism.

### **Assessment:**

- A child referred to EI with a qualifying mental health or medical diagnosis, as identified on the HMG Physical or Mental Diagnosis List (See Appendix 07-A), that puts them at risk for a delay or disability are automatically determined eligible for Part C services. They are then automatically referred for a multidisciplinary child assessment to determine need for early intervention services which has to be conducted within 45 days of the program referral.
- A child referred to EI with a diagnosed mental or physical condition that is **not** listed on Appendix #3 may also be determined eligible if the Service Coordinator obtains documentation on HEA Form #8024 per 3701-8-07 (B) 2.
- All families will be offered a Family Directed Assessment. This assessment is optional and family choice will not impact services.

### **Re-Determination of Need for Early Intervention Services through Assessment:**

- All Infants and toddlers receiving Early Intervention Service Coordination will be assessed annually to determine continued need of Early Intervention services with the exception of toddlers who are ninety calendar days or less from their third birthday at the time when re-determination is due.
- The multidisciplinary assessment will be conducted no earlier than ninety calendar days before the annual IFSP meeting due date.
- Parents are notified of the outcome of the evaluation and assessment with information communicated to the parents on HEA Form #7720 within 10 calendar days if the child is found **not** to be in need of early intervention services or within 45 days if determined to be in need of Early Intervention services; one copy is given to the EI Service Coordinator and one copy is given to parent.

If Part C eligibility is not determined and the family is eligible for the HMG Home Visiting (HV) program, the family is given the option to be referred to the HV program. If the family is not eligible for EI or

HMG Home Visiting program, the family will be offered information about other services within their community.

### **Early Head Start/Head Start**

- Enrolled children are screened for delays in areas of health and development within 45 days of entry into the HS/EHS program using the following instruments: ASQ-SE2; ASQ-3; Vision and Hearing; LEAD screening; Hemoglobin and Hematocrit screenings.
- Each agency's Release of Information form is used to obtain parental consent to share information with specified agencies.
- Parents are provided with information regarding their rights, responsibilities, and options.
- Refer children enrolled in EHS/HS, with suspected disabilities to HMG, or to the LEA, depending on the age of the child with parent permission.
- Enrolled children receive on-going assessments using the Teaching Strategies GOLD assessment tool.

### **Local Education Agency**

#### **FOR CHILDREN AGES 3 – 5 NOT ENROLLED IN EARLY INTERVENTION BUT WHO ARE SUSPECTED TO HAVE A DISABILITY:**

- The LEA is responsible for the completion of all ETRs and eligibility determination for preschool aged children residing within the district or whose parents reside in the district and who are suspected of having a disability.
- Each LEA will comply with Ohio's Operating Standards in conducting evaluations to determine eligibility for Part B services.
- Children may be referred to a LEA by parents, agencies, or other educational entities. Once a Referral for Evaluation (PR-O4) and Parent Consent for Evaluation (PR-O5) is received the LEA Evaluation team including the parent/s plans the evaluation.
- Each LEA will establish a differentiated referral process prior to conducting a multi-factored evaluation. If at any point in the referral process a disability is suspected, the LEA, within 30 days of receipt of a referral, will obtain consent for evaluation (PR-O5), provided written notice (PR-O1) and plan an evaluation with the Evaluation team.
- Each LEA will establish a differentiated referral process to include screening prior to conducting a multi-factored evaluation.

### **Initial Multi-Factored Evaluation (MFE):**

- The LEA is responsible for the completion of all MFE's for preschool aged children residing within the LEA who are suspected of having a disability. Each LEA will comply with Ohio Operating Standards for the Education of Children with Disabilities in conducting evaluations to determine eligibility for Part B services.
- In preparing to conduct on MFE, the LEA engages in evaluation planning with the evaluation team, beginning with a review of existing information in order to identify additional data needed to determine the presence of a disability. The LEA may include staff from Help Me Grow, Head Start, and/or LCBDD to complete assessment components as mutually agreed upon.
- The MFE is completed within 60 days of Parental Consent for Evaluation (PR-O5) and includes the following methodologies to confirm the suspected disability as defined in Ohio Operating Standards for the Education of Children with Disabilities

- Structured interview with person knowledgeable about the child’s functioning, including the parent or primary care giver
  - Structured observation over multiple settings and activities
  - Standardized norm-referenced testing
  - Criterion-referenced/curriculum based assessment
- If a parent declines the LEA’s offer to conduct a multi-factored evaluation, the parent will be asked to sign the Parent Consent for Evaluation Form (PR-05) indicating his/her refusal of consent for evaluation and:
  - The LEA will provide Prior Written Notice (PR-01).
  - The parent’s rights and procedural safeguards will be provided.
  - The LEA will be unable to establish eligibility for special education services.
  - The parent may be offered information about other preschool services within their community.

**Lorain County Board of Developmental Disability**

*Upon referral for special instruction, LCBDD works with the family in their home or chosen setting to facilitate outcomes on the IFSP. Developmental Specialists use Responsive Teaching or P.L.A.Y. (Play and Language for Autistic Youngsters) curriculum, to assist parents in supporting their child’s development, and building relationships with meaningful, intentional communication. Activities are planned that will promote the child’s participation in family activities through interest and strength based outcomes on the family’s Individualized Family Service Plan (IFSP).*

When a concern for autism is identified, the family may be offered an enhanced evaluation to include ADOS, RBI, and consultation with a local partnering physician. Referral for the enhanced evaluation is granted at the discretion of the provider and based on limited criteria, primarily considering the family’s ability to access related services from a larger healthcare system. The ADOS can be scheduled at the LCBDD via a referral from the EI service coordinator. The ADOS is conducted at the LCBDD. Enhanced evaluation information is shared with ADEP partnering physician, with parent permission to assist with further diagnostic assessment and final diagnosis determination. Results are shared with the family and service coordinator via a written report provided by the ADEP physician.

**ELIGIBILITY DETERMINATION**

**Help Me Grow – Early Intervention**

**Part C Eligibility and Need for Early Intervention Services:** Eligibility and determination of service need is determined through the completion of an evaluation and assessment for children birth through age three:

- As determined and documented through evaluation and/or informed clinical opinion, newborns, infants and toddlers who are experiencing a developmental delay of one and one half standard deviation below the mean in one or more of the following areas:
  - Cognitive development
  - Physical development, including vision and hearing
  - Communication development
  - Social-emotional development
  - Adaptive development



- Newborns, infants and toddlers who have a documented diagnosed physical or mental condition identified as having a high probability of resulting in a developmental delay per Rule 3701-8-07 (A) 1 - 5. Documentation shall include the name of the mental or physical diagnosis and be signed by a medical professional per Rule OAC 3701-8-07 (B) 1 (c).
- Financial eligibility is not a requirement for Part C eligibility.
- For infants and toddlers who move into Ohio with 'Early Intervention' eligibility determined in another state or U.S. territory, comparable Ohio eligibility shall be established in accordance with paragraph (A)(1) or (A)(3) of this rule and a copy of the out-of-state eligibility shall be documented in the child record.

**Evaluation for Determination of Part C Eligibility:**

- Upon referral from a EI Service Coordinator, EI will conduct the developmental evaluation using the Battelle Developmental Inventory – Second Edition (BDI-2) Tool within 45 calendar days of receipt of the program referral to HMG. The evaluation addresses the following areas: Cognitive, Gross Motor, Fine Motor, Receptive and Expressive Communication, Social/Emotional, and Adaptive Behavior. Results will be documented on form ODH HEA#7720 with one copy given to the EI Service Coordinator and one copy given to parent in advance of the initial IFSP meeting.
- A Child Assessment is conducted, with parent consent, concurrent to the developmental evaluation.
- All children found to have a developmental delay will remain eligible until Age 3. However, the need for EI services re-assessed on an annual basis.
- If a delay is not found using an evidenced-based evaluation tool, then informed clinical opinion (clinical judgment) per OAC Rule 3701-8-07 (B) 5 can be used by the team to deem the child eligible for Part C services.
- If a child has a documented mental or medical diagnosis as recognized per OAC Rule 3701-8-07, the Battelle evaluation tool will be used.
- Eligibility must be determined by using an evidence-based tool prescribed by DODD and completed by two licensed specialists in two separate disciplines or one who is licensed in two areas for children suspected of a delay. Eligibility for children with a medical diagnosis requires supporting documentation and assessment for program planning by two licensed specialists or one who is licensed in two areas.
- EI will collect any pertinent information (developmental evaluation reports, family interview, and structured observation) to support the eligibility determination. This information can be shared with EHS/HS, and or LEA, with parental permission in order to eliminate duplication of services. However, HMG is not able to re-release information in child's record obtained from a third party.

**Re-Determination of Eligibility and Need for Continued Early Intervention Services:**

- For infants and toddlers with one developmental delay of at least one and one half standard deviations below the mean, EI will conduct an evaluation and multidisciplinary assessment no earlier than ninety calendar days before the annual IFSP meeting.
- A child with a developmental delay will only be re-determined for Need of Early Intervention services.
- Children determined eligible based on Informed Clinical Opinion must have eligibility and need for EI Services re-determined annually.

**HMG Home Visiting Program Eligibility:** Children with a diagnosed developmental delay or disability may also be eligible for HMG Home Visiting Services if found eligible and be dually enrolled in both services.

*(Families must have at least one factor)*

- First-time parents of an infant under the age of six months at the time of referral with a family income not in excess of 200% of Federal Poverty Level (FPL);
- Expectant, first-time parents with a family income not in excess of 200% of FPL; and
- Children who are the victims of a substantiated case of child abuse or neglect under the age of three years at the time of the child find referral.
- Families consisting of a first-time parent of an infant or toddler under three years of age
- Families consisting of an expectant mother, or biological or adoptive parents who are in U.S. military and their infant of toddler is under three years of age.

If a child is determined to be ineligible for services or disagrees with the eligibility determination finding, their rights will be explained, and with their consent, referred to other services within the community. Additionally, parents may request reconsideration of the decision by filing a written request per OAC 3701-8-07 (J) 1 – 3.

#### **Early Head Start/Head Start**

- EHS staff will screen infants and toddlers for those potentially eligible for HMG Early Intervention services.
- Children can enroll in EHS/HS if
  - The child is age eligible
  - The family is income eligible
  - Families reside in or receive services in designated service areas.In addition, children who have a diagnosed disability can enroll if:
  - The parent/guardian chooses to enroll the child,
  - EHS/HS is the agreed eligible placement for the child, and
  - Space is available

#### **Local Education Agency**

##### *Part B Preschool Eligibility*

- The LEA is sole entity with responsibility for the identification of a preschool student with a disability residing within their school district boundary.
- Following completion of the multi-factored evaluation, the LEA will schedule a meeting with the parent/legal guardian and other appropriate persons to review assessment results and determine if the child is a child with a disability.
- The parent may invite other individuals to attend the eligibility determination meeting.
- In determining eligibility for special education services, the evaluation team will consider the 14 categories of disabilities as defined in the current Ohio Operating Standards for the Education of Children with Disabilities
- Assessment results and eligibility determination will be documented on the Evaluation Team Report, Part A and B (PR-06).
- A copy of the entire Evaluation Team Report will be given to the parent/legal guardian no later than 14 calendar days of the date of eligibility determination.

*When a Child is Determined NOT To Be Eligible as a Preschool Child with a Disability;*

- The LEA will inform the family about other early childhood services for which the child may be eligible such as: Head Start, the Childcare Resource Center, public preschool programs, and other community activities that may be available.
- Provide Prior Written Notice (PR-01) and Notice of Procedural Safeguards, as required by law

**Lorain County Board of Developmental Disabilities**

- Through the evaluation process, recommendations are made to the family by the evaluation team that may provide ongoing early intervention special instruction services provided by a Developmental Specialist to EI children.
- Eligibility into the Murray Ridge Preschool Program is determined by the Evaluation Team Report. The decision to send a child to the Murray Ridge preschool program is made jointly by the LEA, the LCBDD, and the parent.

## DEVELOPMENT & SERVICE DELIVERY OF PLANS (IFSP/IEP)

### Help Me Grow – Early Intervention

Lorain County Early Intervention Services assures that every family that is eligible and provides consent for ongoing HMG Early Intervention Services will receive services guided by the Individualized Family Service Plan (IFSP) Form HEA 7720 that is developed within 45 calendar days of the referral to a service coordinator.

- The IFSP will be developed on approved DODD forms in the family's native language or mode of communication, and implemented according to DODD policy.
- Families determined eligible for ongoing HMG services shall be assigned a service coordinator to assist them in the development and access of service on their IFSP and facilitate all IFSP meetings. The SC is responsible for ensuring that the family and IFSP team members, or others per parent's consent, is given a copy of the IFSP within ten (10) days of the meeting.
- All IFSP meetings shall include (with parent/legal guardian permission) any individual(s) involved with the child/family. An initial IFSP meeting will be conducted within the 45-day time period for any child determined to be eligible and in need of Part C Early Intervention services.
- Periodic reviews are conducted a minimum of every 180 calendar days from date of parent signature of plan or when requested by parent and are required to monitor the progress of the family against the outcomes stated in the plan.
- Evaluations to determine eligibility and assessments to determine progress and revise IFSP provisions *if needed* are conducted annually; these activities are also based on the re-determination process.
- If a person or persons directly involved in conducting the evaluations and assessments is unable to attend a meeting, arrangements shall be made for the person's involvement through other means, including telephone conference call, written documentation or an authorized representative.
- The IFSP shall contain the following:
  - A statement of the child's present levels of physical development (including vision, hearing, nutrition and health status), cognitive development, communication development, social or emotional development and adaptive development. This information shall be based on professionally acceptable objective criteria.
  - A statement of the family's resources, priorities, and concerns related to enhancing the development of the child.
  - A statement of the major outcomes expected to be achieved for the child and family, and the criteria, procedures and timelines used to determine: a) the degree to which progress toward achieving the outcomes is being made; b) whether modifications or revisions of the outcomes or services are necessary.
- All Early Intervention services identified in the IFSP will start within 30 calendar days of being added to the IFSP and signature by parent. EI Service Coordinators will ensure and verify actual start dates by requesting case notes from the provider.
- An interim IFSP may be developed where applicable and in accordance to OAC 3701-8-07.
- No IFSP review may occur once re-determination is due unless eligibility is re-established through evaluation and/or assessment.
- The multidisciplinary team members may agree to conduct the re-determination process more frequently when deemed appropriate.

### **Early Head Start & Head Start**

- When the MDT determines that the EHS/HS program is not the LRE for the child, referrals will be made to assist the family in finding an appropriate placement.
- The following guidelines apply for when a child does not meet the Eligibility Criteria for a disability according to IDEA:
  - Children who do not meet eligibility criteria under IDEA may still have needs that require specialized services
  - HS/EHS will develop a plan of action to assist children and parents in securing services in the community
  - EHS will work together with HMG to meet the outcomes of the IFSP and will develop an intervention plan for children who do not meet the HMG – Early Intervention eligibility criteria. The intervention plan used in the classroom will be shared with the parents

### **Local Education Agency**

- The LEA is the sole entity with responsibility for providing special education services for preschool children with disabilities residing within their school district. The LEA must ensure compliance with all state and federal guidelines regarding the development and implementation of IEP's. This applies to children within a district, contacted site, day care center, ESC or LCBDD placement.
- In partnership with the parent/legal guardian and other team members, the LEA will ensure that an IEP is developed by the child's third birthday for all HMG transitions and within stated timelines for all other referrals. If the child's 3<sup>rd</sup> birthday occurs during summer months, the LEA will consider Extended School Year services as part of the IEP process.
- IEPs are developed by the LEA based on results of the MFE and according to Ohio's policies and procedures.
- The IEP team, which includes the parent, will determine current levels of performance, needs, goals, services and the least restrictive environment/setting in which special education services will be delivered. The IEP team determines where services will be provided, based on assessment data as well as considerations regarding the Least Restrictive Environment. The LEA ensures a Free Appropriate Education (FAPE) within the least restrictive environment, ranging from center based to itinerant service delivery options. In determining the LRE, the IEP team will consider the child's needs, the services, which will address those needs, and the extent to which the service(s) can be provided within the current setting. The district will ensure that an IEP is in effect and is reviewed at least annually, as long as the child remains eligible.
- Special education and related services are provided in accordance with the IEP. All amendments to existing IEP's are based on assessment data and must be initiated and approved through the IEP team, including a district representative and the parent/guardian. Additional evaluation with parental consent is needed in order to establish the need for addition/removal of services or a change of placement.

### **Lorain County Board of Developmental Disabilities**

- LCBDD Early Intervention (0-3) follows applicable HMG - EI guidelines from this document regarding IFSPs for enrolled children and families. LCBDD staff will participate in the 180 day IFSP reviews in collaboration with the HMG - EI Service Coordinators. LCBDD staff will participate in the assessments to determine need for continued Early Intervention services on an annual basis.

- When LCBDD provides EI services and supports, the staff will provide quarterly updates of the services provided at weekly team meetings and each scheduled IFSP review meeting with the parent as scheduled by HMG.
  - LCBDD may participate in the C to B transition process together with families, EI, and the LEA.
  - Supports include but are not limited to facilitating communication between families and LEA and providing child information that assists in decision making.
  - A variety of preschool service delivery options for ages 3-5 provided by LCBDD include: Center-based services that may include Occupational Therapy, Physical Therapy, Speech and Language Therapy, Behavior Planning, Delegated Nursing Services, and Physical Education. This service delivery option is only available to those children placed by the LEA through a contractual agreement in a least restrictive environment.
- Implementation of the IEP:
    - LCBDD conducts meetings with the LEA and the family for all periodic reviews of the initial IEP.
    - LCBDD provides ongoing progress monitoring data to inform the development of subsequent IEPs.
    - IEP's are developed by the LEA with input from the LCBDD.
    - The teaching team, LEA and family will be invited to participate in this periodic review.
    - All changes to the IEP are implemented in accordance with Ohio Operating Standards for the Education of Children with Disabilities
    - LCBDD will be responsible for administering and submitting any assessment required by ODE and ECO results.

## TRANSITION

Lorain County Children and Families Council is the lead agency for all Part C services to Part B transition and will work collaboratively with the LEA's, HS and LCBDD to provide transition services for children transitioning from-Part C Early Intervention services to Part B services.

To facilitate the transition process, Early Intervention will send quarterly reports to the LEA's by February 1st, May 1st, August 1st, and November 1st that includes the names, addresses and birthdates of children with developmental delays or disabilities eligible for Part C services, who have a current IFSP and will be turning three within the next twelve months. Parents who choose to opt out of having their child's information shared with their local school district will not be on the report listed above.

SSID#s noted on the LEA report are automatically generated by ODE at the state level through information submitted to the DODD Early Intervention Data System; El does not generate these numbers. It is not necessary for the district to generate a new number upon enrollment as this number has been assigned by ODE to follow child throughout his or her school history through graduation.

Early Intervention is responsible for scheduling the Transition Planning Conference/Preschool Transition Conference (TPC/PSTC) regardless of where the family is receiving services. The Service Coordinator will attempt to find a mutually agreeable date and time for all required participants: the parent/s, EI representative and LEA representative. Parents with children enrolled in HeadStart will be notified that they may request HeadStart representation at the TPC. In addition, parents with children receiving CMH services will be notified that they may request to have a BCMH nurse at the TPC to ensure continued CMH services while in the district preschool setting.

### Transition Planning Conference/Preschool Transition Conference (TPC/PSTC)

- Is held at least 90 calendar days prior but not more than nine months prior to the child's 3<sup>rd</sup> birthday.
- Written notification of the TPC/PSTC will be mailed/emailed to the parent, the LEA, Head Start where applicable, BCMH nurse where applicable and the LCBDD Developmental Specialist at least 20 calendar days prior to the scheduled conference date, unless parents and all parties have agreed and have scheduled an alternative date prior to the 20 calendar day timeline. Written notification and invitation will be mailed/emailed immediately and within 24 hours of the meeting date when the 20 day timeline cannot be met.
- As part of the transition process, EI Service Coordinators will provide copies of the IFSP and consents of release of information to the LEA and team members. This information must be considered in the determination of eligibility moving from Part C to Part B services. EI will not release any third party, non-EI information obtained by EI to any provider or LEA. Any non EI information will need to be obtained by the LEA independent of HMG – Early Intervention and prior to the TPC.
- If the LEA does not attend the TPC/PSTC, having been invited/given notice of the meeting's date, time, and location, the TPC is to be held in their absence.

### Late Referrals to HMG –Early Intervention

- Any child referred to EI within 45 days or less from their third birthday will be referred directly to the LEA or other community programs as appropriate. LEAs are encouraged to determine eligibility as soon as possible, but are not required to meet the 3<sup>rd</sup> birthday requirement.
- Any child suspected of having a disability referred to EI within 46 to 90 days before their third birthday will be assigned a service coordinator who will begin transition planning activities including gaining parent permission to notify the LEA immediately when a disability is suspected.
- With parental consent, EI will work with the LEA to conduct an evaluation to determine the presence of a disability and develop an IFSP to reflect transition planning. If the child does not enter Part B with an IEP prior to the 3<sup>rd</sup> birthday, the child remains in EI with an IFSP until the third birthday.

### Head Start:

- Head Start works collaboratively with HMG Early Intervention for Part C to Part B transition services when a child is dually enrolled in HMG Early Intervention and Early HS.
- If a child has been in enrolled in EI and Head Start is being considered as a preschool option, with or without a disability Head Start will be invited and will attend, the Transition Planning Conference/Preschool Transition Conference (TPC/PSTC)

### LEA

Preschool Transition Conference/Transition Planning Conference (PSTC/TPC):

#### *Notice of the Conference*

- The EI service coordinator is responsible to convene the TPC/PSTC. Districts are notified and invited to attend the conference if the family agrees to the district's participation.
- To be in compliance with ODE for provisions of Part B services, LEA representatives are required to attend the conference.
- If the LEA does not attend the conference, the family and the service coordinator will meet to address Part C requirements and transition to the LEA.
- If the service coordinator has sent a notice of the meeting to the LEA, there is no further obligation for Part C to convene again for the LEA.
- The date of the conference is the referral date, regardless of LEA attendance. Timelines are in place. In certain circumstances, the timelines may be extended by the LEA in order to determine eligibility closer to the 3<sup>rd</sup> birthday. This requires a specific PR 01 with specific language. The child still must have an IEP in place by the third birthday if eligible.
- If a family has moved since the PSTC/TPC and the conference included a previous LEA and not the LEA in which the child is currently enrolled, the current LEA does NOT report the TPC/PSTC.

#### *During the Conference*

- Data from the child's participation in Early Intervention Services and information from the family is reviewed. If the team determines that a disability is not suspected, the parent is provided prior written notice (PR01).
- When the team determines there is a suspected disability:
  - The district will obtain parental consent within 30 days of the date of the TPC/PSTC. If the district does not attend the TPC/PSTC as required by IDEA, the district will still need to obtain consent or a refusal within 30 days of the conference; there is no delaying because a district representative was not at the transition conference.



- The LEA will complete the Referral for Evaluation (PR-04), to obtain parent consent (PR-05) and develop an evaluation plan with the parent/guardian. An MFE is completed within 60 days of parental consent. Timelines may need to be adjusted in order to insure the IEP is implemented on or before the 3<sup>rd</sup> birthday.
- The LEA evaluation team completes the ETR which must include information contributed by HMG service coordinator/providers to include the copy of the IFSP and HEA #8019.
- An ETR meeting is held to determine eligibility. EI service coordinator/service providers should be invited to attend this meeting.
- If the child is eligible for Part B services, the LEA will:
  - Develop the IEP (PR-07) before the child's third birthday, in partnership with the family and other appropriate IEP team members using results and information from the ETR. HMG representatives should be invited to the IEP meeting.
  - Initiate special education services in accordance with the IEP by the child's 3<sup>rd</sup> birthday.

### **Lorain County Board of Developmental Disabilities**

#### *Transition Planning Conferences*

- The Developmental Specialist will participate with the parent and the Service Coordinator to coordinate the Transition Planning Meeting.
- All children and their families will receive a coordinated transition from the EI program with the combined efforts of the Developmental Specialist, Service Coordinator and the LEA.
- The Developmental Specialist participates in the Transition Planning Conference with the LEA and Early Intervention.
- LCBDD participates in evaluations as mutually agreed upon.

#### *Eligibility Determination for transitioning into Part B Services Murray Ridge Preschool Program offered by LCBDD*

- Eligibility for Part B services is determined by the LEA. The IEP conference is held with the family. The Service Coordinator, Developmental Specialist, the LEA and parents are invited participants.
  - An IEP is developed and the IFSP is reviewed and exited.
  - The child exits the Part C system and enters the preschool special education system for delivery of service
- Teaching or supervisory staff from LCBDD will administer and submit any ODE required assessment results to school districts prior to reporting date.
- The least restrictive environment for special education service delivery is determined by the IEP team.
- If a child is not determined eligible for services, they are dropped from LCBDD rosters. Families are linked to least restrictive community programs and documentation is provided to LCBDD by the LEA regarding this disposition with parent release.
- Placement requests from LEA to LCBDD will be considered with the MFE and IEP provided.
- LCBDD participates in the IEP process with the LEA for all LCBDD enrolled children ages 3 through 5, including planning with families, delivering IEP services, providing ongoing assessments, monitoring progress.

**SIGNATURE PAGE**

**Lorain County Interagency Agreement (Revised)**

**Between  
Lorain County Children and Family First Council and the Lorain County  
Early Intervention (Part C)  
Local Education Agencies (Part B)  
Lorain County Head Start/Early Head Start  
Lorain County Board of Developmental Delay**

This agreement remains in effect from July 1, 2018 through June 30, 2019 and will be reviewed and evaluated for effectiveness annually by the Lorain County Early Childhood Coordinating Committee or designated workgroup of the of the LCCFFC, LEA representatives, HS representatives, and LCDD representatives.

As superintendent of the LEA or as representative of another agency, I have reviewed the Interagency Agreement and agree to its terms. This agreement complies with the ODE Operating Standards, the Ohio Board of Developmental Disabilities policy, the Ohio Administrative Code and the Head Start Performance Agreement.

The undersigned agrees to the provisions as set forth in this Agreement:

School District/Agency: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name of School Board President      Signature, if required      Date

By: \_\_\_\_\_  
Printed Name of Superintendent of Schools      Signature      Date

By:       4/20/18  
El Contract Manager - Lorain County Children and Families Council      Date

By:       4/24/18  
Head Start - Lorain County Community Action Agency      Date

By:       4/19/18  
Lorain County Board of Development Disabilities      Date

Revised 4/1/13; Revised 4/9/14; Revised 4/6/15; 4/29/2016; 5/22/2017; 6/24/2017; 4/16/2018; Original 12-06-2011 30

## Preschool Transition Conference (PSTC)

Lorain County

<b>Child's Name</b>	
<b>Child's Date of Birth</b>	
<b>Child's SSID number</b>	
<b>District</b>	
<b>Date of Transition Conference</b>	
<b>Location of Transition Conference</b>	

The result of the conference is:

- Referral (Attach PR04)
- Parent Consent (Attach PR05)
- PR-01- No suspected disability (Attach PR01)
- PR-01- Delay date for evaluation (Attach PR01)

*Signatures documents (for audit purposes) that the district representative attended the Preschool Transition Conference.*

	Print Name	Signature	Date
<b>District Representative</b>			
<b>EI Service Coordinator</b>			
<b>Parent</b>			

**Other Attendees:**

## Help Me Grow Early Intervention ODH Appendix 07-A

### List of diagnosed physical or mental conditions which have a high probability of resulting in developmental delay

Newborn Conditions: Conditions diagnosed at birth or within 30 days post birth

#### **Very Low Birth Weight (VLBW; less than 1,500 grams) with one or more conditions:**

1. Intraventricular hemorrhage (Grade III or IV),
2. Chronic lung disease (bronchopulmonary dysplasia, BPD), or
3. Severe retinopathy of prematurity

Diagnosed Conditions: Conditions diagnosed in Neonates, Infants, or Toddlers

#### **I. Chromosomal conditions:**

- a. Cri-du-Chat Syndrome
- b. Down Syndrome
- c. Fragile X Syndrome
- d. Klinefelter's Syndrome
- e. Prader Willi
- f. Triple X Syndrome
- g. Trisomy 18 Syndrome (Edward's)
- h. Trisomy 13 Syndrome (Patau's)
- i. Turner's Syndrome
- j. Williams Syndrome

#### **II. Inborn Errors of Metabolism:**

- a. Galactosemia
- b. Glycogen storage disease
- c. Hurler disease

- d. Methylmalonic acidemia
- e. PKU
- f. Infants of untreated mother with PKU
- g. Tay Sachs

**III. Neurological conditions:**

- a. Blindness, including visual impairments
- b. Cerebral palsy
- c. Deafness, including hearing impairments
- d. Epilepsy/ Seizure disorder
- e. Hydrocephalus
- f. Hypoxic Ischemic Encephalopathy (HIE), severe
- g. Intraventricular hemorrhage, Grade IV
- h. Microcephaly
- i. Muscular dystrophy
- j. Spina bifida
- k. Spinal muscular atrophy
- l. Traumatic brain injury

**IV. Other:**

- a. Acquired Immune Deficiency Syndrome (AIDS)
- b. Attachment Disorder
- c. Autism Spectrum Disorders
- d. Cranio-facial anomalies
- e. Cyanotic congenital heart disease
- f. Fetal Alcohol Syndrome
- g. Infection, fetal/neonatal (Herpes, syphilis, cytomegalovirus, toxoplasmosis, and rubella)
- h. Pierre Robin
- i. Post-Traumatic Stress Disorder

j. Attachment Disorder

# 2018 CHS GRADUATES

EXHIBIT XI.K.3.

First Name	Middle Name	Last Name
Madison	Lynn	Argenti
Lee	Edward	Baker II
Owen	Anthony	Bansek
Nathan	Alexander	Belcher
Jackie	Mason	Bennett
Evan	Trent	Berrios
Jazmyn	Yatta	Boone
David	Anthony	Brown
Samantha	Lynn	Brown
Elektra	Marie	Bublik
Mindi	Rae	Camp
Cameron	Daniel	Caraballo
Devin	Alexander	Casteel
Estiven	Manuel	Castillo
Victor	Manuel	Castillo
Kaylee	Marie	Chokan
Erica	Marie	Coburn
Ezekiel	Manuel	Cordero
Terryl	Miguel	Crawford Jr.
Aryana	Nichollette	Cruz
Joseph	Baron	Cruz
Julio	Rorberto	Cruz
Nathan	Andrew	Cruz
Joshua	Christopher	Csizmadia
Aja	Nicole	Cyran
Samuel	Eric	Daniels III
Nathan	Santo	Davila
Brandon	Gerald	Day
Jordan	William	de Almeida
Gracie	Ann	Deeds
Allison	Marie	Dolin
Kelsey	Marie	Dominguez
Tyria	Monique	Dower
Kahliel	William	Fenderson
Bethany	Alyse	Figueroa
Elena	Maria	Figueroa
Lexi	Elise	First
Vincent	Anthony	Fries Jr
Delucas	Maurice	Garcia
Samuel		Garcia Jr.
Victor	McAlister	Goncalves I
Megan	Lynn	Gregg
Elizabeth	Ann	Gunter
Hope	Lynn	Hamilton
Brooke	McKenzie	Hammill

First Name	Middle Name	Last Name
Tonja	Nashae	Hannibal
Michael	Eric	Harkless Jr.
Samuel	Harris	Hitchens
Savanna	Skye	Hunley
Madison	Rae	Hylton
Alyssa	Rae	Jackson
Darien	Ellis	Jackson
Madison	Taylor	Jones
Mackenzie	Lee	Jonke
Kelsie	Lynn	Justice
Natalie	Ann	Kasperovich
Noah	Anthony	Kasperovich
Catherine	Anne	Kelley
Anthony	Joseph Curtis	Klinesmith
Kyle	Alan	Kozich
Jacob	Roshon	Kuzak
Edbert	Aduane	Laboy
Selena	Marie	Lara
David		LeBron Jr.
Josette	Victoria	Leon
Alyzabeth	Natalize Caralice	Lighty
Justyn	Riley	Lilly
Lyndsey	Marie	Loar
Collin	Joseph	Manning Jr.
Christian	DiSean	Marshall
Ashley	Marie	Martincak
John	Dinsmore	McCardle
Katherine	Elizabeth	McCardle
Amanda	Beverly	McCoy
Brian	Patrick	McDermott
Lauren	Grace	Molina
Jacquez	William	Moon
Alexandria	Jolee	Moore
Jaya	Ashanti	Mosley
Rico	Alexander	Muniz
Xavier	James	Navarro
Gregory	Lyne	Newton II
Johnyel	*	Nieves Lacén
Alyssa	Rhianne	Novak
Samantha	Ann	Novak
Kaitlyn	Renee	Opel
Zamin	Enar	Ortiz
Jorgie	Adiel	Ortiz Marquez
Mickenzie	Maureen	Piedmonte

## 2018 CHS GRADUATES

First Name	Middle Name	Last Name
Soleil	Olivia	Piros
Elvy	Iswara	Polanco
Kaitlin	Renee	Ramey
An'Toinae	Mis'Chelle	Rancifer
Spencer	Arthur-William	Reinhart
Melissa	Denise	Ritenour
Dashanique	LaShay	Robertson
Imani	Laurel	Rojas
Taylor	Paige	Roldan
Ava	Janelle	Rollins
Kendall	Pearl	Fenderson-Ross
Nomar	Isaiah	Salas
Jared	Earl	Sams
Alissa	Marie	Santana
Michael	George	Schmidt
Jessica	Ruth	Schrenkel
Collin	Matthew	Sedivy
Samuel	Ray	Shannon
Brandyce	Scyn'Sere	Smith
Emily	Marie	Smith
Victoria	Isabelle	Soto
Xavier	Anthony	Speckhart
Autumn	Dawn	Stander
Jacob	Aaron	Stavesky
Hailey	Elizabeth	Stowers
Nathan	Dylan	Stoyka
Megan	Beth	Szabo
Juan	Raheem	Taylor
Anthony	McKinley	Terry
Arsie	Cleveland	Thompson
Jordan	Nathaniel	Tiller
Kelly	Marie	Tomas-Haggard
Isabel		Valadez-Soto
Raymond	Lee	Wade II
Melanie	Christine	Walend
Kash	Anthony	Warren
Shyanne	Ashley Fay	Weese
Patrisha	Maria	Wille
Hope	Elaine	Withrow
Honorio		Yanez
Veronica	Isabel	Ybarra