



Members of American Institute of CPAs

36591 Center Ridge Rd., Suite 105  
North Ridgeville, OH 44039

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

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

1. Costin and Kendall will assist the Clearview Local School District (the District) in the annual compilation of its financial statements for the fiscal year ending June 30, 2018 in compliance with the requirements of the Ohio Auditor of State and consistent with the presentation requirements of Governmental Accounting Standards Board Statement No. 34, using the cash basis of accounting, a comprehensive basis of accounting other than generally accepted accounting principles (GAAP).

Ohio Administrative Code Section 117-2-03 (B) requires the District's financial report to follow GAAP, however management has elected to prepare its financial statements in accordance with the cash basis of accounting.

#### **Our Responsibilities**

The objective of our engagement is to

- a. Prepare financial statements in accordance with generally accepted accounting principles under GASB Statement No. 34 using an OCBOA based on information provided by you, and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with generally accepted accounting principles under GASB Statement No. 34 using an OCBOA.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA (American Institute of Certified Public Accountants) Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with generally accepted accounting principles under GASB Statement No. 34 using an OCBOA and assist you in the presentation of the financial statements in accordance with the OCBOA presented. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance the SSARs:

- a. The preparation and fair presentation of financial statements in accordance with generally accepted accounting principles under GASB Statement No. 34 using an OCBOA.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. To make all financial records and related information available to us.
- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the compilation engagement.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and result of the services performed and accepting responsibility for such services.

### **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

### **Other Relevant Information**

As part of our engagement to provide services, for purpose of maintaining our standard of independence, Costin and Kendall may not perform management functions or make management decisions. We may, however, provide advice, research materials and recommendations to assist management to do so. Accordingly, you are responsible for making all management decisions and performing all management functions, and for designating an individual who possesses suitable skill, knowledge, or experience to oversee any bookkeeping services or other services we provide. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services

We will provide accounting services including assistance with final trial balance preparation prior to our compilation of financial statements, with any adjusting entries or modification of the compiled financial statements, including note disclosures subject to your review and approval.

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our fees for the above services will be billed based on services rendered and be billed to you as incurred, payable on receipt, which we expect to be within the following range:

2018 OCBOA Look-alike conversion assistance - \$ 2,500 - \$ 4,000

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.

In the event of a dispute concerning any aspect of this engagement which is not resolved prior to or at mediation, including a dispute concerning payment of fees for our services, it is agreed that, notwithstanding any statute or law to the contrary, the prevailing party shall be awarded all expenses incurred after commencement of litigation in court through final judgment or other final determination, including reasonable attorney fees. The prevailing party will be the party whose final settlement position at mediation is determined by the court to be closest to the final judgment in the litigation. If we are unable to agree on what were the terms of our final settlement positions, the mediator's evidence on that issue shall be entitled to the greatest weight. However, a party, which has refused to participate in mediation, shall not be considered the prevailing party under any circumstances.

We subscribe to a program of peer review for maintenance of quality control in our firm. As part of this program, this engagement may be selected for review by other accountants under strict rules of confidentiality. Your acceptance below constitutes your agreement for disclosure under the program.

This letter encompasses all of the terms of this professional engagement. If additional services are requested, they will be provided for in a separate engagement letter.

We shall be pleased to discuss this letter with you at any time.

If the foregoing is in accordance with your understanding, please sign one copy of this letter in the space provided and return it to us. We can begin rendering the aforementioned professional services upon receipt of this signed letter.

June 18, 2018

Costin and Kendall, CPA's

IN ACCORDANCE WITH THE ABOVE, this agreement has been executed on the date indicated below.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# INVOICE

Acct #: 14807  
#INVUS81622

Clearview High School  
4700 Broadway Ave  
Lorain OH 44052

Start Date: 7/1/2018  
Due Date: 7/31/2018

## PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC  
PO Box 780577  
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.  
Account Name: Frontline Technologies Group LLC  
ABA/Routing #: 121000248  
Account #: 4121566533  
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

Qty	Description	Start	End	End User	Rate	Amount
1	Applicant Tracking, unlimited usage for internal employees	7/1/2018	6/30/2019	14807 Clearview Local School Dist	\$2,000.00	\$2,000.00

SUBTOTAL \$2,000.00

**TOTAL DUE \$2,000.00**  
by 7/31/2018

**AGREEMENT REGARDING  
THE  
OHIO SCHOOLS COUNCIL  
LAKE ERIE EDUCATIONAL MEDIA CONSORTIUM**

The Board of Education of the \_\_\_\_\_ School District met in \_\_\_\_\_ session on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ .m.

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Ohio Revised Code, and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved for the adoption of the following resolution:

**WHEREAS**, this Board is a member of the Ohio Schools Council (the Council), a regional council of governments organized pursuant to Chapter 167 of the Ohio Revised Code, and has adopted the Agreement Establishing the Council and the Bylaws of the Council, each dated as of December 1, 1986; and

**WHEREAS**, The Council has determined to undertake a program on behalf of its member Boards of Education for the provision of the Lake Erie Educational Media Consortium (LEEMC); and

**WHEREAS**, any member of the Council wishing to participate in the Council's cooperative LEEMC Program must adopt an authorizing resolution and execute and deliver this Program Agreement, which shall be effective July 1, 2018 through June 30, 2019.

**WHEREAS**, this Board understands that an appropriate fee will be charged by LEEMC for this Board's share of the Program Operating Costs. Fees and operating procedures are to be recommended by the Advisory Council of LEEMC and approved by the Board of Directors of the Council.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Education of the \_\_\_\_\_ School District, \_\_\_\_\_ County, Ohio, two-thirds of all members of this Board elected thereto concurring that:

**Section 1.** As member of the Council, this Board will participate in the Council's cooperative LEEMC Program under which library Bookscans, LEEMC discounts, library book purchasing procedures, professional in-service programs, and such other services that are recommended by the LEEMC Advisory Council and approved by the Council's Board of Directors are provided. The Board of Directors of the Council is hereby authorized and directed to take the actions required under this Program Agreement to implement that cooperative LEEMC Program.

The Advisory Council of LEEMC is to be made up of one delegate from each LEEMC school district appointed by the member district's Superintendent.

**Section 2.** Following the approval of this Agreement, this Board's Treasurer is authorized and directed to make any and all payments to the Program's Fiscal Agent. The Program's Fiscal Agent shall report to this Board concerning all contributions received and disbursements made on behalf of the Board under LEEMC Program.

**Section 3.** The Advisory Council of LEEMC shall make recommendations for its management to the Board of Directors of the Councils for its approval.

AGREEMENT REGARDING  
THE OHIO SCHOOLS COUNCIL  
LAKE ERIE EDUCATIONAL MEDIA CONSORTIUM

**Section 4.** The Board of Education may withdraw from this program by written notice to the Council by June 1<sup>st</sup> to be effective at the end of the current year.

**Section 5.** Treasurer of this Board shall deliver a certified copy of this resolution to the Assistant Treasurer of the Council: **Dr. William Zelei, Ohio Schools Council, 6393 Oak Tree Blvd., Suite 377, Independence, Ohio 44131.**

**Section 6.** It is found and determined that all formal actions of this Board concerning and relative to the adoption of this resolution of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, compliance withal legal requirements including Section 121.22 of the Ohio revised Code.

\_\_\_\_\_ seconded the motion.

Upon roll call on the passage of the resolution, the vote was approved.

The foregoing is a true and current excerpt from the minutes of the meeting on \_\_\_\_\_ 20\_\_\_\_\_, of the Board of Education of the \_\_\_\_\_ School District, showing the passage of the resolution hereinabove set forth.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer, Board of Education

\_\_\_\_\_  
School District



\_\_\_\_\_  
Dr. William Zelei

Executive Director, Ohio Schools Council

July 1, 2018

Date



# Ohio Schools Council

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

## INVOICE

INVOICE# 00005236

DATE: 07/23/2018

To: **Clearview Local Schools**

Attn: Mary Ann Nowak, Treasurer  
4700 Broadway Avenue  
Lorain, Ohio 44052

P.O NUMBER	DUE DATE
	08/23/2018

FY19 (7/1/18 TO 6/30/19) OSC UNIFIED INVOICE

DESCRIPTION	TOTAL
FY19 OSC/OASBO eVAS/ePAS Group Discount Annual Subscription Fee Double product pricing: 1yr =\$3,998, 3yr = \$3,545, 5yr = \$3,282	\$3,545.00
FY19 LEEMC Membership Fee - \$0.25 per student (\$125 minimum/\$2000 maximum)	\$404.50
FY19 Ohio Schools Council Annual Membership Fee - \$0.18 per Student + \$200 (\$350 minimum /\$2000 maximum)	\$491.24
Total Due	\$4,440.74

Make check payable to: Ohio Schools Council.  
Mail to: OSC, 6393 Oak Tree Blvd, Suite 377, Independence, OH 44131

Contact OSC if you would like the payment instructions to remit payment via ACH/Wire.

PLEASE RETURN A COPY OF THIS INVOICE ALONG WITH PAYMENT.  
THANK YOU



## Terms and Conditions

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

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

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

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

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

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

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

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



31200 Bainbridge Road  
Solon, Ohio 44139  
Tel: 440.349.5588  
Fax: 440.349-3585  
[www.WHGardiner.com](http://www.WHGardiner.com)

July 11, 2018

GSC Quote #LA141 2018

Mr. Mark Smarsh  
Clearview Schools  
4700 Broadway Avenue  
Lorain, OH 44052

**SUBJECT: PM AGREEMENT**

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Dear Ms. Smarsh:

Gardiner will perform preventative maintenance at Clearview schools throughout 2018. The scope of work is outlined in the PM agreement.

**Annual price to complete above.....\$26,616.00**

The above price is based on above work noted. Any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and includes sales/usage taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so that we can ensure that our proposal fully meets your requirements.

If this quotation meets with your approval, please sign the **Proposal accepted** authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Sincerely,

Lora Atherton  
Account Manager

**Proposal Accepted:**

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ PO #: \_\_\_\_\_

## Standard Contract Terms and Conditions

**Acceptance.** If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

**Payment Terms.** Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due,

**Asbestos and Hazardous Materials.** Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

**No-Hire; No-Solicitation.** Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

**Indemnification.** Gardiner and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

**Warranty.** Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

**Limitation of Liability.** All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

**Disputes and Choice of Laws.** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discoveries shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association, Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

**Entire Agreement.** These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.



# System Service Solutions

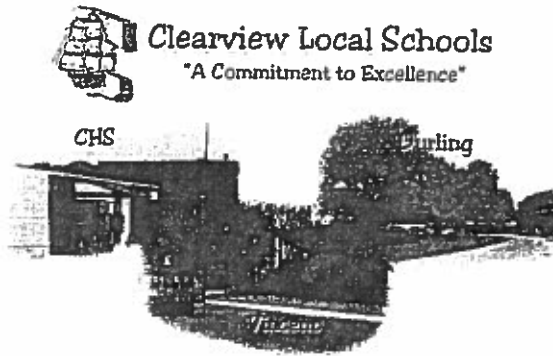
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## HVAC Maintenance Agreement

**COVERAGE:**  
**Level One HVAC Scheduled Maintenance Agreement**  
**With**  
**Intelligent Services and Water Treatment**

**CONTRACT PRESENTED TO:**  
**Mrs. Mary Ann Nowak – Treasurer**  
**Clearview Local Schools**  
**4700 Broadway Avenue**  
**Lorain, Ohio 44052**

### PROJECT AND/OR LOCATION:



**Presented by:**  
**Lora Atherton**

**Account Manager**

**Agreement No:**

**C002623 | July 1, 2018**

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**SERVICE AGREEMENT PRICING AND ACCEPTANCE****PROJECT & LOCATION:**

Clearview High School  
4700 Broadway Ave.  
Lorain, OH 44053

Durling Middle  
100 North Ridge Rd. West  
Lorain, OH 44053

Vincent Elementary  
2303 North Ridge Rd. East  
Lorain, OH 44055

**GARDINER**, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by **GARDINER**.

**EQUIPMENT TO BE SERVICED – PLEASE SEE PAGE 5**

This agreement price is **\$26,616.00** per year, payable in quarterly amounts of **\$ 6,654.00**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If **CUSTOMER** is tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from **July 1, 2018, through June 30, 2019**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & **GARDINER** safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Lora Atherton  
Account Manager

Date: July 1, 2018

**CUSTOMER ACCEPTANCE:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

**GARDINER APPROVAL:**

Signature: \_\_\_\_\_

*Lora Atherton*  
Account Manager

## **GENERAL TERMS AND CONDITIONS**

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### **I. PRICE ADJUSTMENT**

This agreement will automatically renew each year. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement.

### **II. PAYMENT**

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

**III. WARRANTY:** GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

**IV. LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

**V. INDEMNITY:** GARDINER and customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

## **GENERAL TERMS AND CONDITIONS**

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- VI. NO-HIRE; NO-SOLICITATION:** CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The CUSTOMER shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
  - Promptly notify GARDINER of any unusual operating conditions.
  - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
  - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
  - Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.
- IX. GARDINER OBLIGATIONS:** It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) Clearview Local Schools shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

## EQUIPMENT LIST

**PROJECT & LOCATION:**

Clearview High School  
4700 Broadway Ave.  
Lorain, OH 44053

Durling Middle  
100 North Ridge Rd. West  
Lorain, OH 44053

Vincent Elementary  
2303 North Ridge Rd. East  
Lorain, OH 44055

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	SCHEDULE
<b>Clearview High School</b>				
2	Trane	RTAC1404UD0NUAFNN Helical Rotor Water Chiller	U02H06179 U02H06217	ROT-100
1	Trane	TSCA030 Rooftop Air Handling Unit	RTU-1C K02C49358	AHU-100 VFD-100
1	Trane	TSCA012 Rooftop Air Handling Unit	RTU-2C K02E7603	AHU-100 VFD-100
1	Trane	TSCA025 Rooftop Air Handling Unit	RTU-3C K02H20029A	AHU-100 VFD-100
1	Trane	TSCA021 Rooftop Air Handling Unit	RTU-4C K02H19322A	AHU-100 VFD-100
1	Trane	MCCA030C Modular Air Handling Unit	AHU-100C K02E72966	AHU-100 VFD-100
4	Trane	MCCB006A Modular Air Handling Unit	AHU-2 Supply AHU-2 Exhaust AHU-3 Supply AHU-3 Exhaust	AHU-100 VFD-100
4	Trane	LPCAA08FIC Air Handling Unit	AC-1R thru 4R Gym Units	AHU-100
4	Lochinvar	"Copper Fin II" Hot Water Boilers	B-1 thru 4	BLR-100
3	Danfoss	Variable Frequency Drives	Chilled Water Pumps	VFD-100
1	Trane	FCCB060 Fan Coil Unit	FCU-1	FCU-100
8	Trane	FFEB Cabinet Unit Heaters	CUH-1 thru 8	MSC-200
2	Trane	UHPA064 Projection Unit Heaters	UH-1, 2	MSC-200
11	Trane	VCWF Reheat VAV Boxes		VAV-100
44	Trane	VSWF Fan-Powered VAV Boxes		VAV-100



QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	SCHEDULE
<b>Durling Middle School</b>				
1	Trane	RTAC1404UD0NUAFNN Helical Rotor Water Chiller	U02H06178	ROT-100
1	Trane	TSCA030 Rooftop Air Handling Unit	RTU-1D Dining / Admin	AHU-100 VFD-100
1	Trane	MCCA040C Modular Air Handling Unit	AHU-100D K02F97524	AHU-100 VFD-100
1	Trane	RAUCC254BX Air-cooled Condensing Unit	GYM A/C	CDU-200
1		EXISTING Air Handling Unit	GYM A/C	AHU-100
3	Lochinvar	"Copper Fin II" Hot Water Boilers	B-1 thru 3	BLR-100
3	Trane	FFEB040 Cabinet Unit Heaters	CUH-1	MSC-200
1	Trane	UHPA064 Projection Unit Heater	UH-1	MSC-200
1	Trane	UHSA090 Horizontal Unit Heater	UH-2	MSC-200
24	Trane	VCWF Reheat VAV Boxes		VAV-100
26	Trane	VSWF Fan-Powered VAV Boxes		VAV-100

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	SCHEDULE
<b>Vincent Elementary School</b>				
1	Trane	RTAC1404UD0NUAFNN Helical Rotor Water Chiller	U02H06218	ROT-100
1	Trane	TSCA025 Rooftop Air Handling Unit	RTU-1	AHU-100
1	Trane	TSCA014 Rooftop Air Handling Unit	K02E71361 RTU-2	VFD-100 AHU-100
3	Lochinvar	"Copper Fin II" Hot Water Boilers	B-1 thru 3	VFD-100 BLR-100
5	Trane	FCCB060 Fan Coil Unit	FCU-1 thru 5	FCU-100
7	Trane	FFEB Cabinet Unit Heaters	CUH-1 thru 4	MSC-200
1	Trane	UHPA064 Projection Unit Heaters	UH-1	MSC-200
5	Trane	VCWF Reheat VAV Boxes		VAV-100
15	Trane	VSWF Fan-Powered VAV Boxes		VAV-100

**SCOPE OF COVERAGE**

**Level One Scheduled Maintenance with Intelligent Services & Water Treatment**

**PROJECT & LOCATION:**

Clearview High School  
4700 Broadway Ave.  
Lorain, OH 44053

Durling Middle  
100 North Ridge Rd. West  
Lorain, OH 44053

Vincent Elementary  
2303 North Ridge Rd. East  
Lorain, OH 44055

**MAINTENANCE AND SERVICES INCLUDED**

**Services**

- |  |                           |
|--|---------------------------|
| • Helical Rotor Water Chillers         | Annual Maintenance        |
| • Scroll Compressor Condensing Unit    | Annual Maintenance        |
| •                                      | Semi-annual               |
| • Air Handling Units                   | Maintenance/ Filter       |
|  | Changes (Filters provided |
|  | by customer)              |
| • Variable Frequency Drives            | Annual Maintenance        |
| • Boilers                              | Annual                    |
| • Cabinet Unit Heaters, Fan Coils      | Combustion Analysis       |
| • Horizontal & Projection Unit Heaters | Annual Maintenance        |
| • Fan Powered & Reheat VAV Boxes       | Annual Inspection         |
|  | Via "Summit"              |
| • Written Reports                      | Each Visit                |
| • Emergency Service                    | Time & Material           |

**ADDITIONAL SERVICES**

- |                        |                                     |
|------------------------|-------------------------------------|
| • Intelligent Services | <input checked="" type="checkbox"/> |
| • Water Treatment      | <input checked="" type="checkbox"/> |

## SCHEDULES

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### Level One Scheduled Maintenance | ROT-100 – Heli-Rotor Chiller, Water Cooled

#### COMPREHENSIVE ANNUAL INSPECTION

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##### General Assembly

- Report in with the customers' representative.
- Leak-test the chiller and report the leak check results.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Replace the refrigerant filter/drier and strainers, if required
- Visually inspect condenser tubes for cleanliness.
- Cleanup unit and work area.

##### Controls And Safeties

- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify all settings in the electronic control panel.
- Test the low oil pressure safety device. Calibrate and record setting. .
- Test the operation of the optical oil sensor (RTHC only)
- Check and test the operation of the chilled water and condenser water interlocks.

##### Lubrication System

- Check for leaking shaft seal, if applicable
- Check oil for discoloration.
- Change the oil filter.
- Verify the operation of the oil heater. Measure amps and volts and compare the readings with the watt rating of the heater.

##### Motor And Starter

- Disable starter per lockout/tagout procedures.
- Clean the starter and cabinet.
- Grease motor bearings, if applicable. Use York approved grease.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check tightness of motor terminal connections.
- Check condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkages for wear, security and clearances.
- Meg the motor and record the readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record.
- Check the alignment on open drive motors, if applicable.
- Check coupling, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies.

ROT-100  
Continued

**STARTUP PROCEDURE**

---

- Report in with the customers' representative.
- Verify the operation of the oil heater.
- Check oil level in sump if able to run unit at full load for 20 minutes.
- Verify full water systems, including the cooling tower, the condenser, and the evaporator.
- Start the condenser water pump, the chilled water pump, and the cooling tower fan(s).
- Test all flow-proving devices on the chilled water and the condenser water circuits.
- Verify the flow rates through the condenser and the evaporator.
- Start the chiller.
- Verify the starter operation.
- Verify the operation of the current control device.
- Check the setpoint and sensitivity of the chilled water temperature control device.
- Verify the operation of all timing devices.
- Verify the operation of the condenser water temperature control device.
- Verify the operation of the "load" and the "unload" solenoid valves, if applicable.
- Verify the operation of the capacity control slide valve.
- Verify the operation of the electronic expansion valve (RTHB, RTHC & RTHD).
- Verify the operation of the oil cooler circuit, if applicable.
- Log the chiller after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies.

**RUNNING INSPECTION**

---

- Report in with the customers' representative.
- Check the general condition of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Analyze the recorded data.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**SHUTDOWN PROCEDURE**

---

- Report in with the customers' representative.
- Shut down the chiller, pumps, and auxiliary equipment
- Drain the condenser and chilled water piping as required.
- Turn off equipment power as necessary.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**SCHEDULES**

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Level One Scheduled Maintenance | AHU- 100 – Air Handling Units

**COMPREHENSIVE ANNUAL INSPECTION**

---

**General Assembly**

- Report in with the customers' representative.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheaves and pulleys for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify proper operation of the condensate drain.
- Verify clean air filters.
- Verify clean coils.
- Verify smooth fan operation.
- Cleanup unit and work area.

**Lubrication**

- Lubricate the fan shaft bearings, if applicable.
- Lubricate the motor bearings, if applicable.

**Controls and Safeties**

- Verify setting of the low temperature safety device, if applicable.
- Test the operation of the high static pressure safety device, if applicable.
- Visually inspect electric heaters, if applicable.
- Check the step controller, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system and dampers while the fan is operating

**Motor and Starter**

- Disable starter per lockout/tagout procedures.
- Clean the starter and cabinet.
- Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable
- Check the condition of the contacts for wear and pitting.
- Check the contactors for free and smooth operation.
- Meg the motor and record readings.

**RUNNING INSPECTION**

---

- Report in with the customers' representative.
- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply and control air pressure, if applicable.
- Check the belts for tension, wear, cracks and glazing.
- Verify proper operation of the motor and starter.
- Verify the operation of the control system.
- Verify clean air filters.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

**RUNNING INSPECTION HEATING**

---

- Report in with the customers' representative.
- Perform heating inspection/maintenance procedure applicable to the unit (steam/hot water, gas, electric).
- Visually inspect the heat exchanger.
- Inspect the combustion air blower fan, and clean, if required.
- Lubricate the combustion air blower fan motor, if applicable.
- Verify the operation of the combustion air flow-proving device.
- Test the operation of the high gas pressure safety device, if applicable. Calibrate, if necessary.
- Test the operation of the low gas pressure safety device, if applicable. Calibrate, if necessary.
- Verify the operation of the flame detection device.
- Verify the integrity of the flue system.
- Verify the operation of the operating controls.
- Verify the burner sequence of operation.
- Verify proper gas pressure to the unit and/or at the manifold, if applicable.
- Perform combustion test. Make adjustments as necessary. If applicable.
- Verify smooth operation of the fans.
- Check the belts for tension, wear, cracks, and glazing.
- Verify clean air filters.
- Provide a written report of completed work, operating log, and indicate any uncorrected efficiencies detected.

## **SCHEDULES**

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Level One Scheduled Maintenance | VFD- 100 – Variable Frequency Drive

### **RUNNING INSPECTION**

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#### **GENERAL ASSEMBLY**

- Report in with the customer representative.
- Disable per lockout/startup procedures.

#### **CABINET**

- Remove debris.
- Vacuum.
- Wipe cabinet inside and out.

#### **DRIVE COMPONENTS**

- Clean the heat sink.
- Clean circuit boards and inspect for heat damage.
- Check for loose plugs/ribbon cables.
- Inspect all wiring, connections and incoming power terminals for tightness signs of overheating and discoloration.
- Check operation of cooling fans.
- Check external safeties for continuity.
- Verify proper operation of the unit.

#### **LOGGED DATA**

- ✓ Input line voltage
  - ✓ Control signal
  - ✓ Line current
  - ✓ Motor temperature
  - ✓ DC bus voltage
  - ✓ Power supply
  - ✓ Motor current
  - ✓ Auto restart
  - ✓ Percent load
  - ✓ Input / output voltage
  - ✓ Faults
  - ✓ Input / output frequency
  - ✓ Motor speed
  - ✓ Clamp current @ 50%
  - ✓ Volts per hertz
  - ✓ Clamp current @75%
- 
- Record and report abnormal conditions, measurements taken, etc.
  - Review customer logs with the customer for operational problems and trends.
  - Provide a written report of completed work, and indicate any uncorrected deficiencies detected.



## SCHEDULES

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Level One Scheduled Maintenance | VFD- 100 – Variable Frequency Drive

### COMPREHENSIVE ANNUAL INSPECTION

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#### General Assembly

- Report in with the customers' representative.
- Open the fire side for cleaning and inspection.
- Check the heating surfaces for corrosion, pitting, scale, blisters, bulges and soot.
- Inspect the refractory.
- Check the expansion tank and drain if needed.
- Clean the fire inspection glass, if applicable.
- Check and test boiler blow-down valve.
- Check the gas train isolation valves for leaks.
- Check the gas supply piping for leaks.
- Check the pilot solenoid valve for proper operation and leaks.
- Check the main gas and the pilot gas regulators for proper operation and leaks.
- Test the low gas pressure switch. Calibrate and record setting, if applicable.
- Test the high gas pressure switch. Calibrate and record setting, if applicable.
- Verify the operation of the burner fan air flow switch, if applicable.
- Inspect and clean the burner assembly.
- Inspect and clean the pilot igniter assembly.
- Inspect and clean the burner fan wheel and all dampers.
- Run the fan and check for vibration.
- Inspect the flue and flue damper.
- Burner Control Panel:
  - Inspect the panel for cleanliness.
  - Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Clean burner fan wheel and air dampers.
- Verify tightness of the linkage set screws and lubricate ball joints.
- Check the gas valves against leakage (where test cocks are provided).
- Change fuel oil filters, if applicable
- Cleanup unit and work area.

#### Controls And Safeties

- Clean contacts in program timer, if applicable.
- Check the operation of the low water cutoff safety device and feed controls.
- Verify the setting and test the operation of the operating and limit controls.
- Verify the operation of the water level control.
- Provide a written report of completed work and indicate any uncorrected deficiencies detected.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

#### COMBUSTION TEST – Once per year –

- Test for following items as applicable: firing rate, fuel/air ration CO<sup>2</sup>, CO, smoke test.
- Adjust burner controls as required to obtain proper combustion.

**SCHEDULES**

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Level One Scheduled Maintenance | FCU- 100 – Fan Coil Unit

**RUNNING INSPECTION**

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- Report in with the customer Representative.
- Record and report abnormal conditions.
- Verify clean water coil.
- Verify tightness of fan set screws
- Verify smooth fan operation.
- Verify clean condensate pan.
- Verify the operation of the condensate pump, if applicable.
- Verify proper operation of the temperature control device.
- Cleanup unit and work area.

## **SCHEDULES**

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Level One Scheduled Maintenance | MSC- 200 – Heating Only Units

### **RUNNING INSPECTION**

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#### **General Assembly**

- Report in with the customers' representative
- Check the general condition of the unit.
- Verify tightness of the fan, fan guards, louvers, etc.
- Inspect the flue for holes and/or stoppage. If applicable.
- Verify clean burner assembly. If applicable.
- Check sheaves and pulleys for wear and alignment, if applicable.
- Check belts for tension, wear, cracks, and/or glazing.
- Verify the integrity of the heat exchanger. If applicable.
- Verify operating procedures with the operating personnel.
- Cleanup unit and work area.

#### **Lubrication**

- Lubricate the fan motor, if applicable.
- Lubricate the fan bearings as necessary.

#### **Controls And Safeties**

- Verify proper operation of the temperature control device.
- Verify proper operation of the high temperature control device.
- Verify proper operation of the fan switch.
- Verify proper operation of the pilot safety device, if applicable.

#### **Electrical**

- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

**SCHEDULES**

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Level One Scheduled Maintenance | VAV- 100 – Variable Air Volume Units

**VARITRANE RUNNING INSPECTION**

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- Report in with the customers' representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review with customer operational problems and trends.
- Verify proper air valve operation from the zone sensor or EMS system.
- Verify VAV box sequence of operation.
- Check and adjust all related controls.
- Verify clean air filters, if applicable.
- Cleanup unit and work area.
- Provide written report of completed work.

**SCHEDULES**

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**PureResults Water Treatment Program  
For  
Clearview Schools**

**Clearview High School****Durling Elementary****Vincent Elementary**

**System:** Three (3) Closed Hydronic Glycol Systems  
(One per location)

**Products:** LoopGuard 62- Corrosion Inhibitor, Dispersant

Includes the following:

- Delivery of products
- Application of product where applicable
- Removal and disposal of empty Chemtex containers
- Bi-Annual Testing of all pertinent samples – March and November
  - To Include: pH, conductivity, Inhibitor, and Freeze Point
- Visual inspection of entire system
- Written report of all findings and recommendations
- Laboratory Services
- Includes annual Glycol Analysis
- Scheduled Service calls

## SCHEDULES

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### Intelligent Services

#### Help Desk Support

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The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with minor questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Setpoint changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation

#### Software Maintenance and Upgrades\*

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Control system software is periodically upgraded and software patches are generated to improve system functionality. To assure that your system remains current with the latest major and minor revisions, the labor and material costs to install current patches compatible with the existing system software are included. In addition, a backup of the database will be performed to allow for ease in restoration in the event of catastrophic system failure. This will be performed during the on-site operational reviews.

\*Upgrades may require software application updates to your computer (i.e. Java, Windows, etc.) – which are not included under the scope of this agreement.

#### 24- Hour Remote Alarm Monitoring and Diagnostics

---

Gardiner will provide 24-hour emergency service to respond to pre-determined critical building temperature control system alarms. When the Intelligent Services technician receives notification of a critical alarm after normal business hours (8:00am – 5:00pm), weekends & holidays, they will respond by notifying the pre-established response designee within two hours. Remote diagnostics will be used to help determine a response plan. Upon authorization, a service technician can be dispatched to meet the client representative on-site. Emergency service will be invoiced on a time and material basis, unless covered elsewhere in this agreement.

**Dedicated remote system access is a requirement for this service. A direct connection should be established in which only Gardiner's public IP addresses would have access to the customer external IP address and port. The port(s) would forward to the panels being monitored.**

#### Training

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##### On Site

Gardiner will provide 4 hours of on site training for users to gain an understanding of their system and to be able to utilize its capabilities. With a working understanding, the building operator will be able to help provide a comfortable, efficient facility.

**Clearview Local Schools**  
**ADMINISTRATIVE SALARY SCHEDULE**  
**Certificated Schedule - HS Principals / 260-day Directors & Supervisors**  
13-Aug-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 SCHOOL DISTRICT  
JOB DESCRIPTION

**Title:** FINANCIAL ANALYST / REGISTRAR SECRETARY      **File:**3007

**Reports to:** Superintendent / Treasurer

**Job Objectives:** Oversee Federal and State grants, Student Activities and Accounts Receivable; Responsible for enrollment of new students in database and maintains student information.

**Minimum  
Qualifications:**

- High school diploma and a satisfactory pre-employment skill test score.
- Documentation of a clear criminal record.
- Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
- Complies with drug-free workplace rules and board policies.
- Proficient in the use of computer software and the use of information technology systems, knowledge of current trends and practices in computer technology, computer applications, software and data structures, bookkeeping skills and the ability to compute mathematical data accurately.
- Ability to work well with people.
- Congenial telephone etiquette.
- Multitasking ability and strong diplomacy skills.
- Proficient in office protocol and procedures.
- Proficient in data entry, spelling, proofreading, and the correct use of grammar.
- Maintenance of office records.
- Excellent organizational skills and abilities.
- Ability and desire to learn new skills quickly.
- Ability to prioritize work and meet deadlines.
- Respects personal privacy. Maintains the confidentiality of privileged information.

**Responsibilities  
and Essential  
Functions:**

The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

Process and receipt all sources of revenue received by the district. Enter and monitor all budgets for State & Federal programs, miscellaneous grants, student and district managed activities, trust accounts and the public schools support funds, commonly known as the principal's accounts.



### **General Registration Duties:**

- a. Registrations, (register students, make and distribute registration packets)
- b. Withdrawals
- c. Change of address
  - i. Collect proof, information and provide copies for buildings
  - ii. Notify buildings
  - iii. Change address in database screens
- d. Send notices when address is in question. Work with the secretaries and attendance aides on address/residency issues.
- e. Residency checks.
- f. General office work (greetings, phones, doors, hospitality)
- g. Kindergarten registration and forms.
- h. Keep database information up to date.
- i. Work in coordination with EMIS Coordinator.
- j. Work in coordination with curriculum director (testing supplies, labels, uploads, etc.)
- k. Work in coordination with building secretaries and attendance aides.
- l. Work in coordination with treasurer's office as needed.
- m. Work in coordination with the assistant to the superintendent.

### **Open Enrollment:**

- a. Acceptance letters (new applicants)
- b. Non-acceptance denial letters/phone calls sent to parents (current and new applicants)
- c. Collection of forms.
- d. Upgrade of forms.
- e. Electronic form creation and website submission.
- f. Register new open enrollment accepted students.
- g. Update letters/application forms for all current open enrollment students/parents.
- h. Send letters/application forms to all current open enrollment students/parents. A second notice will be sent and phone calls made to parents who have not returned applications.
- i. Distribute and process new applications.
- j. Create and update data bases for both new and old applications.
- k. Copies made and distributed to designated administrators.
- l. Send letters to area schools for approval of their student to attend Clearview Local Schools.

**Community Newsletter:**

Gather, proof, and edit articles from district and building administrators, teachers, and students. Arrange into a newsletter format. Arrange copying and mailing procedures. Make available on the Clearview Local Schools website.

**Other:**

- a. Process and file all required letters, documents, and reports. Takes the initiative to perform routine tasks independently. Organize and maintains a functional filing system that ensures the safe retention and efficient retrieval of records.
- b. Serve in a supporting manner to Clearview Local Schools Administration, staff and students.
- c. Create and maintain databases.
- d. Answer and assist parents and community with questions over the phone.
- e. Acknowledge visitors. Determines the reason for their visit. Answers questions. Verifies appointments. Directs the person to the appropriate person or office.
- f. Uses a computer to prepare and process information (e.g., input, compile, tabulate, post, store, retrieve, scan, modify, print, etc.)
- g. Create and modify office forms.
- h. Create certificates for students/staff recognized at board meetings.
- i. Create, generate, and mail invitations for special events as assigned.
- j. Assist the treasurer's office, superintendent's office, and Clearview staff with computer knowledge or assistance when assigned for special projects.
- k. Other duties as assigned by the superintendent and/or treasurer.

**Abilities  
Required:**

The following characteristics and physical skills are important for the successful performance of assigned duties.

- Demonstrates professionalism and contributes to a positive work environment.
- Performs prescribed activities efficiently with limited supervision.
- Reacts productively to interruptions and changing conditions.
- Effectively uses verbal, nonverbal, writing and listening skills.
- Completes paperwork accurately. Verifies and correctly enters data.
- Maintains an acceptable attendance record and is punctual.

**Working  
Conditions:**

Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

Duties may require lifting, carrying, and moving work-related supplies/equipment.

Duties may require operating and/or riding in a vehicle.

Duties may require traveling to meetings and work assignments.

Duties may require performing repetitive tasks quickly.

Duties may require prolonged use of a computer keyboard and monitor.

Duties may require standing, reaching, bending, crouching, and/or kneeling.

Duties may require working extended hours.

Duties may require working under time constraints to meet deadlines.

Potential for exposure to adverse weather conditions and temperature extremes.

Potential for exposure to blood-borne pathogens and communicable diseases.

Potential for interaction with disruptive and/or unruly individuals.

**Compensation:**

Salary will be established by the Board.

**Performance  
Evaluation:**

Job performance is evaluated according to the policy provisions adopted by the Clearview Local School District.

**PRESCHOOL AGREEMENT  
BETWEEN  
LORAIN COUNTY BOARD OF DD  
AND  
CLEARVIEW LOCAL  
SCHOOL DISTRICT**

**2018-2019 Academic School Year**

## Article 1: PRELIMINARY MATTERS

- 1.1 The Board of Education of the Clearview Local School District (School District) hereby enters into a contract for admission of preschool-aged students with disabilities to the Lorain County Board of Developmental Disabilities (County Board) operated preschool program for educational purposes for the 2018-2019 school year (as defined by the County Board approved preschool calendar for 2018-2019).
- 1.2 Parties: This Contract is entered into on this date \_\_\_\_\_, by the County Board and the Clearview Local School District.
- 1.3 Conditions Precedent: This Contract shall not be in effect, and no party shall be required to meet any of the requirements of this Contract, until all of the following have occurred:
  - 1.3.1 This Contract has been executed by all parties.
  - 1.3.2 The Contract has been signed by the School District Treasurer and Superintendent.

## Article 2: DEFINITIONS

- 2.1 IEP refers to the Individual Education Program developed in accordance with applicable law which lists the necessary educational services and supports that a student shall require during a school year.
- 2.2 ORC refers to the Ohio Revised Code and any amendment made effective during the term of this Contract.
- 2.3 Contract means this Contract and any and all attachments hereto which are incorporated herein as if fully rewritten.

## Article 3: GENERAL REQUIREMENTS

- 3.1 Eligibility for Services: A student is eligible for services under this contract only if the IEP requires that the student receive services provided in the preschool program operated by the County Board.
- 3.2 Independent Contractors: The School District shall have exclusive supervision and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the School District. The County Board shall have exclusive supervision and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the County Board. The parties agree, notwithstanding the foregoing division of

responsibility, that they will work cooperatively to carry out their individual and joint duties under the Agreement. At all times during the duration of this Contract, the County Board and the School District shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

#### **Article 4: DUTIES OF THE COUNTY BOARD**

- 4.1 Services: The County Board shall provide educational services to eligible students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities and shall follow the Ohio Dept. of Education's Policies and Procedures for the Education of Children with Disabilities. The County Board shall ensure that staff has such certificates, licenses, and/or other credentials as may be required by applicable requirements.
  - 4.1.1 Teacher: The County Board shall employ a Teacher.
  - 4.1.2 Classroom Aide: The County Board shall employ a classroom aide.
- 4.2 Classroom and Supplies: The County Board shall provide a classroom with sufficient space and general educational supplies to meet applicable requirements in students' IEPs.
- 4.3 Transportation: The County Board shall provide adequate student transportation on a daily basis in accordance with the County Board approved preschool calendar as authorized by the County Board.
- 4.4 Nursing Services: The County Board shall provide necessary Nursing/Delegated Nursing Services if specified in the IEP.
- 4.5 Related Services: The County Board shall make available the following services and/or related consultations: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language Pathology (SLP), and behavior supports. The County Board shall provide physical education adapted to the student's individual needs for eligible students as determined in the IEP.
- 4.6 IEP: The County Board shall cooperate with each student's school district of residence in the development of an Individual Education Program (IEP) for each student. Delivery of services shall be based upon the IEP and shall be designed to meet the unique needs of the child/student. The IEP shall be developed in a team planning conference and revised as often as necessary, but at least annually.

4.6.1 For annual IEP review and regularly scheduled behavior review meetings, the County Board shall:

- a. Notify parent(s)/guardian(s) of meeting, purpose of meeting, participants of meeting, and the time/place of the meeting.
- b. Notify participants of meeting.
- c. Maintain documentation of contact and attempts to contact parent(s)/guardian(s) about meeting.
- d. Arrange for rescheduling of meetings, if necessary.
- e. Maintain records of appropriate documents.
- f. Provide necessary documents to District and parent(s)/guardian(s).
- g. Provide an authorized designee to attend meetings to serve as the County Board representative.
- h. Ensure the signature of an authorized representative on the IEP document.

**Article 5: DUTIES OF THE SCHOOL DISTRICT**

5.1 Payment: The Clearview Local School District shall pay the County Board \$7,500.00 per student for the 2018-2019 preschool year for the provision of preschool services. The total amount due per student (\$7,500.00) shall be divided into two equal installments of \$3,750.00. Each student's installment payment shall be due in the County Board's Administrative offices, noted in Section 7.3, on or before 8/10/2018 and 1/04/2019.

5.1.1 Payment Adjustment: There will be no reduction in fees for absences or vacation.

5.1.2 Disenrollment: If the Clearview Local School District disenrolls a student, the paid annual amount shall be pro-rated from the date of disenrollment forward at a rate of \$53.57 per day and the School district shall be reimbursed for the unused portion of the student's preschool payment.

5.1.3 Late Enrollment: If the Clearview Local School District enrolls a child after the start of the 2018-2019 school year, a discount of \$53.57 per day will be applied for each day of the preschool year before the date of the student's first day of attendance.

5.2 Scope: This agreement covers the following students:

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The terms of the agreement will also be applicable to any additional students who are placed in the 2018-2019 County Board preschool program, as evidenced by provision to the County Board of an approved IEP requiring that the student receive services provided in the preschool program operated by the County Board.

- 5.3 **Information:** For each child referred to the County Board, the District shall provide to the County Board the following information: Current IEP, Multi-factored Evaluation, Birth Verification, Current Medical/Immunization Record, and Social Security Information.
- 5.4 **Specialized Individual Personnel/Equipment:** The School District shall provide any additional supports and/or services as necessary for the student to participate in a separate facility placement and access the curriculum including, but not limited to, student-specific adaptive equipment and 1:1 personal attendants as prescribed by the IEP.

The School District shall ensure that all personal attendants assigned to Murray Ridge School have participated in a four-day paraprofessional training program that is provided by the County Board. This requirement may be waived in individual cases at the sole discretion of the County Board Superintendent, or designee.

- 5.5 **IEP Meetings:** The County Board shall jointly schedule with the School District the date and time of IEP meetings, and provide reasonable notice prior to the date of such meetings. The School District shall be responsible for sending an authorized representative to the meeting and for compliance with other requirements related to IEP conferences and to the content of IEPs as set forth in applicable law.

#### **Article 6: TERMINATION, MODIFICATION AND AMENDMENT**

- 6.1 **Termination Prior to Expiration of the Term:** This Contract may be terminated prior to the expiration of the term hereof as follows:
- 6.1.1 **Termination by agreement:** In the event the County Board and the School District shall in writing mutually agree to terminate this Contract, this Contract shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.
- 6.2 **Modification and Amendment:** This Contract may be amended or modified by agreement of the parties in writing and the amendment which shall be attached hereto.



## Article 7: MISCELLANEOUS

- 7.1 **Entire Agreement:** It is acknowledged by the parties that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.
- 7.2 **Severability:** Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Article 6 of this Contract.
- 7.3 **Notices:** All notices, request, and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, or sent, postage prepaid, by between:

**LORAIN COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES  
1091 Infirmary Road  
Elyria, OH 44035  
Amber L. Fisher, Dr. P.H.  
Superintendent**

and

**CLEARVIEW LOCAL SCHOOL DISTRICT  
4700 Broadway Avenue  
Lorain, OH 44052  
Jerome Davis  
Superintendent**

- 7.4 **Governing:** This Contract shall be governed by and interpreted in accordance with the laws of Ohio.
- 7.5 **Captions:** The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.
- 7.6 **Waiver:** The waiver or breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

**Article 8: SIGNATURES**

**Lorain County Board of Developmental Disabilities**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Amber L. Fisher, Dr. P.H.  
Title: Superintendent

**Clearview Local School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: Superintendent

Name: \_\_\_\_\_  
Title: School District Treasurer

## The Clearview Local Schools Foundation

### Rules and Regulations

#### Statement of Purpose

The Clearview Local Schools Foundation represents a long term effort to provide a stable source of support through funds donated to the Local Community Foundation (CFGLC) for non-required school programs in the area of academics, athletics, fine and performing arts, building and grounds. It is not intended that the Foundation would provide funding for the basic (regular) school program. The Foundation shall be used exclusively for the support and enhancement of the Clearview Local School District.

### Chapter 1

#### Recognition

- A. AUTHORITY: The Board of Trustees for the Clearview Local Schools Foundation is formed under the authority of the Board of Education of the Clearview Local School Board. The Trustees are authorized to conduct activities for the Clearview Local Schools Foundation which shall include but not be limited to the following : (1) recommend such rules, regulations and procedures as are necessary for the operation of the Foundation to the Board for final approval, (2) Schedule and conduct meetings (3) appoint committees (4) disseminate information (5)elect their own officers; president, secretary, and treasurer (6) raise funds (7) make recommendations to the Board relative to the distribution of Foundation funds.
- B. RELATIONSHIP TO BOARD: The President of Education shall annually appoint a member of said Board to serve on the Board of Trustees as a representative of the Board of Education. This appointment shall be made in accordance with School Policy. It shall be the responsibility of said representative to maintain open communication between the Board of Education and The Board of Trustees.

The Trustees, while exercising broad authority in all areas relative to the Foundation shall be subject to the prior approval of the Board of Education in matters of any fund solicitations made in the name of the Foundation, distributions, changes in these rules and regulations and the establishment of any sub categories of the Foundation.

The Board of Education, while having the responsibility for the total operations of the schools, shall have no authority to authorize the distribution of Foundation funds except upon the recommendation of the Board of Trustees and the Superintendent. Should there be a divergence of opinion and or need for clarification between the Board and the Trustees, an ad hoc committee shall be appointed for the purpose of developing a resolution or clarification. This committee shall be comprised of five members; two appointed by The Board president, two appointed by the Trustees and one member agreed to by the other four.

C. RELATIONSHIP TO THE SUPERINTENDENT: The Superintendent and Treasurer of schools shall be invited to attend all regular and special meetings of the Trustees and the Superintendent shall act as chief advisor to both the Trustees and the Board. All recommendations from the Trustees to the Board shall be through the Superintendent.

D. AUTHORITY AND RESPONSIBILITY: The authority of the Trustees as delineated in Section A of this chapter shall not be construed as finite but rather a general statement of directions.

The responsibilities of the Trustees shall include but not be limited to (1) the establishment of Foundation fund-raising procedures, insuring proper accounting controls are in place. (2) Setting of application procedures (3) acceptance of applications for funding (4) the review of applications (5) recommendations of select applications for funding (6) setting the amount of funds to be distributed (7) setting such time limits as necessary for the processing of application (8) determining methods to evaluate the results of Foundation funded activities and (9) issuing the reports relative to the results of funded activities.

E. MEETINGS: The trustees shall establish a time, date, and location for the meetings. Such meetings will normally be held at least quarterly. The Trustees may conduct special meetings as they deem necessary for the conduct of Foundation business.

Special meeting of the Trustees may be called by the President of the Board of Trustees, or by the request of three or more members of the Board of Trustees. Notice of any special meetings shall be delivered to all members of the Board of Trustees (or to their residence) at least 48 hours before the special meeting.

A majority of the membership of the Trustees shall constitute a quorum at all regular and special meetings. A member of the Board of Trustees must be present at a meeting to vote and any actions of the Trustees require approval by a majority of those Trustees present.

## Chapter II Selection of Board of Trustees

A. NUMBER: The Board of Trustees shall be composed of a maximum of fifteen (15) members, each of whom is a resident of Clearview Local School District, parent of a student/student alumni of The Clearview Local School District, alumnus who lives within Lorain County or a member of Clearview District's teaching staff.

- B. APPOINTMENT: Three of the potential fifteen members of the Board of Trustees shall be designated positions, appointed annually in June of each calendar year. One person shall be appointed to the designated positions by each of the following (1) President of the Board of Education (must be a member of the Board at the time of appointment. (2) President of the Alumni Association or a member appointed from the Association by the president. (3) a teacher from the staff of Clearview Local School District, appointed by the President of the Clearview Education Association.

The twelve potential remaining positions shall be filled by invitation by the Trustees (or Interim Trustees) and shall be appointed for three year terms, on June 20<sup>th</sup> of the designated year.

Replacements, should one or more Trustees resign, shall be named by the remaining Trustees for the twelve potential three-year positions and by the respective President for the three designated positions.

### Chapter III Donations

- A. RECEIVING AND DEPOSITING DONATIONS: Each contribution will be receipted and all such contributions shall be forwarded at least monthly to the Greater Lorain Community Foundation by the Treasurer of the Schools. Each school building shall forward all donations to the Treasurer.
- B. CATEGORIES, INTIAL AND NEW: There shall be 6 initial categories to which each donor may specify that his or her contribution may be designated. The initial categories will be:
1. General – income to be used for general school enrichment programs and activities.
  2. Athletics- income to be used for athletic activities
  3. Fine and Performing Arts- income to be used for music, dance, performing arts and fine arts.
  4. Academic Excellence- income to be used to promote student academic achievement.
  5. Facilities and Grounds- income to be used to improve facilities or grounds.
  6. Scholarships- income to be awarded as college tuition assistance.

New categories may be added from time to time upon the recommendation of the Trustees and approval by the Board. All non-specified donations shall be deposited in the General category.

## Chapter IV

### Disbursements

- A. INCOME FROM PRINCIPAL: Disbursements will be made in accordance with the spending policy set by the Board of Directors of the Community Foundation of Greater Lorain County (the "Foundation"). Said disbursements will derive from the income earned by the principal of the Endowment Fund.

Notification of the amount of money available for distribution will be communicated by the Community Foundation each year. However, there shall be no obligation on the part of the Fund Trustees to recommend disbursement of income in any given year. Fund trustees will make distributions according to the specific category of donations received.

- B. METHOD OF DIVISION AMONG CATEGORIES: The income total shall be divided among the various categories based upon the pro-rata proportion of principal designated for each category on December 31 of each calendar year.
- C. APPLICATION PROCESS: A standard application form, approved by the Trustees, shall be utilized for all requested funds. The application form shall minimally include the name and qualifications of the individual (s) initiating the application, the student and/or community population to benefit from the proposed activities, a statement of the need to be addressed, the objective(s), activities, means of evaluating the success of the program, and delineation of how the requested funds are to be spent.

Sept. 1 Determination of dollar amount for each category of funding.

- Set priorities for each category
- Set application time frame.
- Application forms and information available.

Oct. 15 Completed applications are due.

Nov. 10 Final selection of successful applications to be recommended

November School Board Meeting—Board of Education to consider Trustees' recommendations for funding of selected applications.

1<sup>st</sup> Week of December – Grants awarded

30 days after project ends, a one page evaluation report (with photos if possible) is due to Trustees.



Amended by Clearview Local Board of Education  
Keith Castor  
(President)

Resolution #1993-153 August 16, 1993  
(Board Meeting) Shirely A. Antel  
(Treasurer)

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Amended by Clearview Local Board of Education  
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Amended by Clearview Local Board of Education  
Deborah Lindsey  
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Resolution #2004-144 December 20, 2004  
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Amended by Clearview Local Board of Education

Resolution 2018-\_\_\_\_\_



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(Board Meeting) John W. Scott  
(Treasurer)

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Amended by Clearview Local Board of Education

Resolution 2018-\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 19<sup>TH</sup> day of July 2018, by and between the Clearview Local School District Board of Education ("Board"), the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO ("Association" or "OAPSE"), and Amanda Howell ("Ms. Howell") (collectively "the Parties").

WHEREAS, the Association and the Board entered into a Collective Bargaining Agreement ("Negotiated Agreement") with a stated duration of July 1, 2016, through June 30, 2019; and

WHEREAS, Ms. Howell is employed in the District in the position of Bus Monitor/Bus Driver and was provided with the opportunity to drive the regular route of a senior Bus Driver while such Bus Driver was on an extended leave of absence; and

WHEREAS, Ms. Howell actually drove 4.75 hours of the Bus Driver's 6.5 hour regular route; and

WHEREAS, Ms. Howell and OAPSE filed a grievance on March 18, 2018, alleging the Board violated Article 1 – *Terms*, Article 2 – *Recognition*, Article 24 – *Classification Pay*, Article 40 – *Temporary Vacancies and Positions*, and Article 41 – *Bid Procedure* of the Negotiated Agreement by denying Ms. Howell's request for retroactive pay for driving the regular route of the senior Bus Driver, and filed a Request for Arbitration with the American Arbitration Association; and

WHEREAS, the Parties desire to resolve this matter without further expenditure of time or resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Board will pay Ms. Howell the amount of \$599.00 in full and final settlement of all claims relating to the aforementioned grievance. This amount represents the difference in the rate of pay Ms. Howell would have received for driving the regular route of the Bus Driver for a period of fifty-three (53) days (i.e., the difference between the Bus Driver rate at Step 1 (\$16.55) and Ms. Howell's Bus Monitor/Bus Driver regular rate (\$14.17).

2. During the 2018-2019 school year, should any individual employed in the dual capacity position of Bus Monitor/Bus Driver be assigned to the regular route of a Bus Driver for a period of five (5) days or more in the future, it is understood that the Board reserves its right to compensate each Bus Monitor/Bus Driver in the same manner in which the Board paid Ms. Howell prior to the resolution of this grievance (i.e., the Bus Monitor/Bus Driver will be paid at his/her regular rate of pay during such assignment, and will not receive any higher classification pay at the increased Bus Driver rate). It is further understood that the Board's decision to pay a Bus Monitor/Bus Driver at his/her regular rate of pay during such assignment cannot serve as the basis of a grievance. Moreover, in consideration for signing this MOU, it is understood that should Ms. Howell decide not to accept an assignment to a regular route of a Bus Driver for a

period of five (5) days or more, she will not be subject to disciplinary action for such refusal. Should, however, the Board offer to another Bus Monitor/Bus Driver the regular route of a Bus Driver for a period of five (5) days or more, the individual shall accept such assignment to the extent required by the Negotiated Agreement.

3. Neither the Board nor the Association shall be precluded from addressing the issue of classification pay for individuals who are employed in the dual capacity position of Bus Monitor/Bus Driver and assigned to the regular route of a Bus Driver for a period of five (5) days or more during negotiations for a successor Negotiated Agreement.

4. Ms. Howell and the Association shall withdraw the grievance filed on March 18, 2018, concerning Ms. Howell's request for retro pay, with prejudice.

5. Ms. Howell and the Association shall also withdraw, with prejudice, the request for arbitration filed with the American Arbitration Association on May 2, 2018, in Case No. 01-18-0001-7604. Cancellation fees or other fees of the Arbitrator or AAA shall be shared equally by the Board and the Association.


6. This constitutes the entire agreement between the Board, the Association, and Ms. Howell regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties. Any amendment to this MOU must in writing and signed by both parties.

7. The parties' representatives affirm that they have full authority to execute this Memorandum of Understanding.

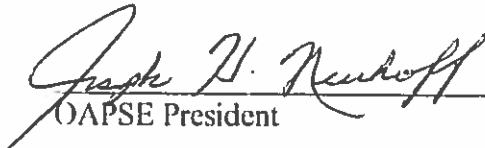
ON BEHALF OF THE BOARD:

ON BEHALF OF AMANDA HOWELL  
AND OAPSE/AFSCME Local 4/AFL-CIO:

  
\_\_\_\_\_  
Jerome Davis, Superintendent

  
\_\_\_\_\_  
Amanda Howell

  
\_\_\_\_\_  
Mary Ann Nowak, Treasurer

  
\_\_\_\_\_  
OAPSE President